AGENDA

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
April 16, 2025
9:00 AM

The Board will convene at the Marathon Government Center
2798 Overseas Hwy, Marathon
The meeting is open to the public.
Members of the public can also attend via Communications Media Technology at:
Zoom webinar: https://mcbocc.zoom.us/j/89204098700
To report problems with the broadcast or Zoom webinar, please call (305) 872-8831.

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

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

If a person decides to appeal any decision made by the board with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

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

TIME APPROXIMATE **REGULAR MEETING**

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

A. ADDITIONS, CORRECTIONS AND DELETIONS

B. PRESENTATION OF AWARDS

B1. Mayor's Proclamation declaring the month of April 2025 as Fair Housing Month.

B2. Mayor's Proclamation declaring the month of April 2025 as Sexual Assault Awareness Month.

B3. Mayor's Proclamation declaring April 7-13, 2025 as National Public Health Week.

B4. Mayor's Proclamation declaring May 18 - 24, 2025 as Emergency Medical Services Week in Monroe County, Florida.

B5. Pinning of Battalion Chief Ryan Devitt.

C. BULK APPROVALS - COMMISSIONER RICE

C1. Ratification of an Amendment to the Special Category Grant Agreement 23.h.sc.100.04423 with the State of Florida, Department of State, Division of Historical Resources (DHR) for the Monroe County Courthouse Exterior Masonry Restoration project. This Amendment modified the original Scope of Work for the project and was originally approved by the BOCC at the November 19, 2024 meeting. After being approved by the BOCC an additional sentence was added to the modified Scope of Work before DHR executed the Amendment.

C2. Approval of revisions to the Monroe County Public Library policy manual.

C3. Ratification of Amendment #002 to Contract AA-2529 between the Alliance for Aging, Inc. and Monroe County Board of County Commissioners to increase grant funding by $210,000.00, bringing the overall total funding amount from $742,841.00 to $952,841.00 for the contract period of 01/01/2025-12/31/2025. Once ratified, Amendment #002 will be retroactively effective as of March 21, 2025.

C4. Approval of First Amendment to contract with Ralons Security, LLC to provide an increase of 2.9% (CPI) for patrol services provided to the Duck Key Security District.

C5. Approval to waive the Purchasing Policy and extend the contract with Florida Keys Society for Prevention of Cruelty to Animals, Inc., for an additional five (5) years and three (3) months to end September 30, 2030 and to change the annual adjustment to 3% annually rather than the current annual CPI based adjustments. The total contract amount from July 1, 2025 through September 30, 2025 will be $139,194.60 and the annual contract amount for FY26 is $557,319.50. Funding is from ad valorem.

C6. Approval of a Second Amendment to the Administrative Agreement with the Florida Keys Council of the Arts (FKCA) to utilize 10% of the 1% Art in Public Places allocation for capital projects, to pay for administrative expenses. This Second Amendment updates personnel and hourly rates.

C7. Request for approval to accept a donated 14-foot panel Christmas tree, valued at $5,000, from The Rotary Club of the Lower Keys for holiday display at Big Pine Community Park.

C8. Approval by BOCC of Amendment No. 1 to the Agreement between Monroe County and ESO Solutions, Inc. for EMS Enterprise Software Solutions and Support, in the amount of $61,902.53 for the first year, and clarifying ongoing services and locked-in pricing through the initial term ending on September 30, 2026. Additionally, Amendment No. 1 replaces "Exhibit D" of the Agreement with "Exhibit D-1" and clarifies the products and pricing across all renewal terms, for a potential of six (6) years.

C9. Approval of an Agreement with Erika Heffernan in the amount of $3,235.00 for public art for the Supervisor of Elections - Key West Office Project recommended by the Art in Public Places (AIPP) Selection Committee and the Florida Keys Council of the Arts (FKCA).

C10. Approval of an Agreement with Jeffrey Cardenas in the amount of $1,250.00 for public art for the Supervisor of Elections - Key West Office Project recommended by the Art in Public Places (AIPP) Selection Committee and the Florida Keys Council of the Arts (FKCA).

C11. Approval of an Agreement with Fran Decker in the amount of $2,200.00 for public art for the Supervisor of Elections - Key West Office Project recommended by the Art in Public Places (AIPP) Selection Committee and the Florida Keys Council of the Arts (FKCA).

C12. Approval of Amendments to Subaward Agreements with Mote Marine Laboratory Inc. and University of Miami for Monroe County Coral Resilience Grant #22CPR01 to extend the budget periods.

C13. Approval of a Hazard Mitigation Grant Program (HMGP) Agreement with the Florida Division of Emergency Management (FDEM) under Presidential Disaster Declaration for Hurricane Ian (FEMA 4673-DR-FL) to elevate two (2) residential structures in the amount of $515,844.00 and further directing and authorizing the County Administrator or her designee to act in connection with the application and to provide such additional information as may be required by the Florida Division of Emergency Management.

C14. Approval to issue a bid solicitation for post disaster Emergency Management Logistic Services that may include, but not be limited to, the following: General Logistics support, Resource Tracking, Incident Management Team (IMT), and Resource Support Staff to operate Logistics Staging Areas.

C15. Discussion and direction on acquiring 10 ft. wide easements from property owners in the Stillwright Point project area for the purpose of constructing and maintaining the Stillwright Point Road Elevation and Stormwater Management Project. 11:30 A.M. TIME APPROXIMATE

C16. Report of monthly change orders for the month of March 2025, reviewed by the County Administrator/Assistant County Administrator.

C17. Report on status of Sugarloaf Fire Station and Layton Fire Station projects.

C18. Approval of various resolutions for the transfer of funds and resolutions for the receipt of unanticipated revenue.

C19. A Month-to-Month renewal Agreement with School Board of Monroe County, ensuring

continued quarterly payments of $8,000.00 for utilities and maintenance costs associated with the Recreational Field until a new Interlocal Agreement for a Joint-Use Park on the Sugarloaf School grounds is finalized.

C20. Approval of a Third Amendment to Agreement with Barnes Alarm Systems, Inc. for Fire and Panic Alarm and Security System Annual Certification, Maintenance, Repair, and Monitoring services to update the service locations to include Pigeon Key located at Pigeon Key Island, Old 7 Mile Bridge with a mailing address of 5800 Overseas Hwy. No 17 , Marathon FL. 33050 and Rockland Key Clerk of the Court Storage, 111 Overseas Highway, Units 101 and 203, Rockland Key, Key West, FL 33040, update certain Federal Provisions, renew the Agreement for the first of (3) three optional (1) one year renewals retro-active to December 13, 2024 with a 3% CPI-U increase. Contract paid from funds 001, 101, and 147.

C21. Ratification of the approval of the First Renewal to Agreement for Microtransit Service Provider as corrected (BEEFREE, LLC, D/B/A FREEBEE).

C22. Approval of Third Renewal of Agreement between Monroe County and Sunshine Gasoline Distributors, Inc. for fuel services for a one (1) -year period, commencing retroactively as of March 15, 2025.

C23. Approval of Addendum No. 5 to the Courier Service Agreement with Buccaneer Courier to adjust the contract amount by the Consumer Price Index (CPI). Approval of Addendum No. 5 to the Courier Service Agreement with Buccaneer Courier to Lower the Required Vehicular Liability to a $500,000 Combined Single Limit and General Liability to a $300,000 Combined Single Limit.

D. TOURIST DEVELOPMENT COUNCIL

D1. Approval to pay for expenditures incurred by 3406 North Roosevelt Boulevard Corporation d/b/a Visit Florida Keys (VFK) for 1) Agreement with Ripe, Inc. for an online booking engine for the Florida Keys & Key West website and 2) Agreement with LMA Communications, Inc. for Canadian Public Relations services. Approval of waiver of price quotes is requested for the Agreement with LMA Communications, Inc.

D2. Approval of Ms. Kate Koler (sole applicant) as an "At Large" appointment to the TDC District III Advisory Committee. This is Commissioner Lincoln's appointment and Approval of waiver of standard of conduct provisions of F.S. 112.313 (3) and (7), as allowed under F.S. 112.313 (12) for advisory board members appointed by the Board of County Commissioners (BOCC).

D3. Approval to advertise a Public Hearing to consider adoption of an Ordinance to Amend Section 23-199 of the Monroe County Code to revise provisions to modify the submission date of the Tourist Development Council (TDC) Annual Report to be within 30 days after the completion of the County's Audited Financial Statements which occurs on or about March 31.

D4. Approval of 1st Amendment to Agreement with Marathon Premier Sailfish Tournament, Inc. for the Marathon Premier Sailfish Tournament to correct a scriveners error in the expiration date.

D5. Approval to register and attend 3 additional travel/trade shows not previously approved in the TDC FY 2025 Marketing Plan. The estimated cost for participation in each show is set forth in the attached memo.

D6. Approval of 1st Amendment to Agreement with MMGY Global, Inc. to revise the Agreement to include Exhibit C Additional Scope of Services and Exhibit D Additional Compensation to allow for the Contractor to retain the TDC website and email marketing functionality while the new website and technology solutions are being built.

D7. Approval to purchase domain names from Key Lime Sailing Club & Cottages in an amount not to exceed $50,000.

D8. Approval of a Resolution to authorize the payment of expenses and invoices related to trade shows as set forth in the approved 2024-2025 Marketing Plan and approval to provide additional advance registration, booth related expenses and travel related expenses for trade shows for fiscal year 2025 to be paid from TDC funds in fiscal year 2024.

E. STAFF REPORTS

No items submitted.

F. COUNTY LAND ACQUISITION AND LAND MANAGEMENT

F1. Presentation of program accomplishments in preparation for closeout of the Voluntary Home Buyout Program.

F2. Approval of Amendment No. 26 to State Lands Management Lease No. 4549 between Monroe County and the State of Florida for the Management of Certain State-owned Conservation Lands.

ADJOURNMENT

G. LAND AUTHORITY GOVERNING BOARD

G1. Roll Call.

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

G3. Approval of the minutes for the March 25, 2025 meeting.

G4. Review of MCLA expenses for the time period of 3/1/25 through 3/31/25.

G5. Monroe County Land Authority Executive Director Monthly Report for April 2025 (through March 31, 2025).

G6. Approval to accept the donation of Tier 3 property for conservation - Block 6, Lots 5, 6, and 7, Windward Beach Estates on Little Torch Key, near mile marker 28 from Little Torch Key 3 LLC.

G7. Approval of a contract to purchase Tier 1 property for conservation - Block 18, Lots 11 and 12, Palm Villa on Big Pine Key near mile marker 30 from the Estate of Dorrie Bryan for the price of $110,000.

G8. Approval of a contract to purchase Tier 3 property for conservation - Block 6, Lot 23, Pamela Villa on Key Largo, near mile marker 102 from Dane Pabotoy and Heather Pabotoy for the price of $135,000.

G9. Approval of a contract to purchase Tier 3 property for conservation - Block 8, Lot 32, Indian Mound Estates on Sugarloaf Key, near mile marker 19 from Ann Maree Ward for the price of $115,000.

ADJOURNMENT

H. FIRE & AMBULANCE DISTRICT 1 BOARD OF GOVERNORS

H1. Approval by BOG of Amendment No. 1 to the Agreement between Monroe County and ESO Solutions, Inc. for EMS Enterprise Software Solutions and Support, in the amount of $61,902.53 for the first year, and clarifying ongoing services and locked-in pricing through the initial term ending on September 30, 2026. Additionally, Amendment No. 1 replaces "Exhibit D" of the Agreement with "Exhibit D-1" and clarifies the products and pricing across all renewal terms, for a potential of six (6) years.

ADJOURNMENT

I. AIRPORTS

I1. Report of Airport change orders reviewed by the County Administrator/Assistant County Administrator.

I2. Approval of a Resolution rescinding previous Resolution No. 141-2025, and revising and approving a Resolution creating fourteen (14) FTEs and agreeing to the transfer of 14 Monroe County Sheriffâ€™ Employees in those positions to Monroe County employment at the Key West International Airport effective May 1, 2025.Â The positions are be funded by Airport Operating Fund 404.

I3. Ratification of Resolution No. 139-2025 promulgating an administrative directive for the purpose of setting forth the terms under which Monroe County shall administratively transfer funds for a parcel of land occupied by the Monroe County Fleet Management Department at the Florida Keys Marathon International Airport, subject to FAA grant assurances, to include Exhibit A.

I4. Ratification of Resolution No. 140-2025 promulgating an administrative directive for the purpose of setting forth the terms under which Monroe County shall administratively transfer funds for a parcel of land occupied by the Monroe County Facilities Maintenance Department at the Florida Keys Marathon International Airport, subject to FAA grant assurances, to include Exhibit A.

I5. Ratification of Resolution 138-2025 promulgating an administrative directive for the purpose of setting forth the terms under which Monroe County shall administratively transfer funds for a parcel of land occupied by the Monroe County Animal Control Department at the Florida Keys Marathon International Airport, subject to FAA grant assurances, to include Exhibit A.

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

J1. Approval of a resolution accepting and approving a $600,000 Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) for the Monroe County's July 1, 2025 - June 30, 2027 transportation planning program, funded by FDOT with a 12.5% ($75,000) County match requirement.

J2. Approval to advertise a Public Hearing to consider adoption of an Ordinance adopting amendments to Chapter 6 - Buildings and Construction, Article III - Construction Industry, to update the membership requirements and duties of the Contractors Examining Board, to update the procedure for disciplinary proceedings, to update the legal representation to the Contractors Examining Board, and to update penalties and establish a schedule of penalties

on May 21, 2025, at 9 am or as soon thereafter as may be heard.

J3. A Resolution of the Monroe County Board Of County Commissioners Approving an Extension of the Existing Reservation of Ten (10) Moderate-Income Affordable Housing ROGO Allocations, as Requested by Abit Holdings, LLC, for Proposed Affordable Housing Dwelling Units at 103925, 103935, 103945, 103955, and 103965 Overseas Highway, Key Largo, Monroe County, Florida, Currently Having Property Identification Numbers 00475240-000000, 00475250-000000, 00475260-000000, 00475270-000000, and 00475280-000000 Until February 13, 2026, for Building Permit Issuance.

J4. Approval of a Resolution authorizing Unlicensed Contractor Code Investigator, Patrick Cirulli, to issue citations for disposition in County court.

J5. Approval to re-appoint Mr. Gary Centonze, CFC1425735, to one additional three-year term to the Contractor Examining Board (CEB) beginning May 22, 2025 and ending May 22, 2028.

J6. Approval to re-appoint Mr. Steve R. Henson, Eng I 222A to one three-year term to the Contractors Examining Board (CEB) beginning May 22, 2025 and ending May 22, 2028.

J7. Confirmation of Devin Tolpin, AICP, CFM, as Senior Director of Planning and Environmental Resources, effective April 16, 2025.

J8. Approval of Amendment One to Agreement for Updates Of 2009 Geospatial Land Cover Dataset and Tier Overlay District Maps for The Florida Keys between Monroe County and Terramar Environmental Services Inc., providing for a retroactive extension to complete the final report and waiver of an outstanding deliverable which is unable to be completed, stemming from delays beyond the parties' control.

J9. Approval of a Resolution eliminating the Implementation Plan for the Monroe County Flood Inspection and Compliance Program, commonly referred to as the "remedial plan," rescinding Exhibit 1 of Resolution No. 193-2014, directing County staff to prepare amendments to the Monroe County Code of Ordinances and Land Development Code to eliminate the size restriction of 299 square feet for enclosed areas below elevated buildings to be used for limited storage, parking or building access only, the required inspections of enclosed areas below elevated residential structures prior to the transfer of ownership, the Floodplain Certificate of Compliance Program, and any other code provisions related to the "remedial plan," and approval to advertise those amendments.

J10. Approval of a one-year extension of the licensing agreement with DLT Solutions, LLC for Oracle Fusion Public Sector Community Development Cloud Service in the amount of $98,089.34.

K. CLOSED SESSIONS

K1. An Attorney-Client Closed Session in the matter of Monroe County, Florida v. Mark Schofield, 16th Judicial Circuit Case No. 18-CA-217-P.

K2. An Attorney-Client Closed Session in the case of Roy's Trailer Park, Inc., dba Island Life Village, et al., v. Noel, Monroe County, et al., 16th Judicial Circuit Case No. 19-CA-175-K.

K3. An Attorney-Client Closed Session in the matter of 2014 Janice Vincent Family Trust, et al. v. Monroe County, 16th Judicial Circuit Case No. 24-CA-332-K. The case involves access to Bay Drive in the Sunset Point and Bay Harbor subdivisions in the Upper Keys.

K4. An Attorney-Client Closed Session in the matter of Monroe County, Florida v. Leonardo Rodriguez and Pilar Franco, 16th Judicial Circuit Case No. 22-CA-349-P.

L. COMMISSIONER'S ITEMS

L1. MAYOR SCHOLL: Discussion of height limits in Monroe County.

L2. COMMISSIONER CATES: Approval to reappoint Steve Torrence to the Shared Asset Forfeiture Fund Advisory Board for a two-year term.

M. COUNTY CLERK

M1. Approval of the minutes from the December 11, 2024 regular meeting and December 19, 2024 special meeting.

M2. Approval of Tourist Development Council expenses for the month of March 2025.

M3. Approval of BOCC Warrants (Including Payroll) for the month of March 2025.

M4. Approval to remove surplus equipment from inventory via disposal or advertise for bid.

M5. Approval of Contract for Audit Services with Purvis, Gray and Company, LLP.

N. SUSTAINABILITY

N1. Discussion and direction on an Initial Assessment Resolution for the use of the uniform method of collecting non-ad valorem special assessment(s) within the County, for $2,131 per dwelling unit or unimproved parcel, levied toward the cost of providing operations and maintenance for the Twin Lakes Road adaptation project in Key Largo. 10:30 A.M. TIME APPROXIMATE

N2. Discussion and direction on a draft Initial Assessment Resolution for the use of the uniform method of collecting non-ad valorem special assessment(s) levied within the County that directs $25,000 per billing unit be collected towards the Capital costs for the Twin Lakes road adaptation project in Key Largo. 10:30 A.M. TIME APPROXIMATE

N3. Discussion and direction on a draft Resolution specifying that for all neighborhoods included in the Countys roadway adaptation and improvement program for sea level rise and flooding that a capital assessment amount of $25,000 shall be assessed per billing unit towards capital costs, and each neighborhood included in a project shall contribute 100% of the operations and maintenance of the roadway adaptation project through the creation of municipal service benefit units to collect funds to pay for capital costs and ongoing operation and maintenance costs. 10:30 TIME APPROXIMATE

O. COUNTY ADMINISTRATOR

O1. County Administrator's Monthly Report for April 2025.

O2. Ratification of six (6) small contracts signed by the County Administrator.

O3. Approval of a Resolution authorizing temporary closing of the Northbound Lanes of US1 from mile marker 98.2 to mile marker 100 from 9:45 A.M. to 11:45 A.M. for the annual 4th of July Parade sponsored by the Key Largo Chamber of Commerce.

O4. Approval of a Resolution approving the revised table of organization which reorganizes Departments and Offices and confirming the appointments of Rhonda Haag as Department Head of Resiliency, formally known as Sustainability and Lisa Tennyson as Department Head of Legislative Affairs.

O5. Presentation and Discussion of Fire Boat Operations.

P. COUNTY ATTORNEY

P1. The County Attorney's report for the April 16, 2025 BOCC meeting.

P2. Approval to purchase Professional Liability coverage for Air Flight Nurses and the Medical Examiner for a cost of $31,000.

P3. Authorization to initiate litigation against PETER MOHN & ARACELI MOHN and their property, 28180 County Rd. Little Torch Key, Florida, to seek compliance with the County Code and enforce the lien(s) arising from code compliance case number CE23050012.

P4. Approval to renew contract with Goodman-Gable Gould Company d/b/a Adjusters International to provide Insurance Adjusting Claim Services.

P5. Approval to enter into a 1-year Agreement and addendum with CivicPlus for NextRequest, a public record request tracking software solution for a cost of $17,850.00.

P6. Approval of a Resolution rescinding and replacing Resolution 144-2025 waiving the fine and costs and authorizing the County Attorney to execute a release of a lien arising from PROP-MAY24-0040 against JOAN SCHAWAROCH-THOMAN REVOCABLE TRUST 2/18/2023 and the property, 31316 Avenue J, Big Pine Key, Florida 33043.

P7. Approval of a resolution authorizing the waiver of the attorney client and work product privileges and the duty of confidentiality with respect to qualifying confidential communications with retired Senior Assistant County Attorney to allow her to testify in the matter of State of Florida v. Roman Gastesi, 24-CF-917-K.

P8. Approval to Renew Property and Boiler & Machinery Insurance policies for 2025-26 at a Total Cost of $2,954,648.

P9. Approval of a legal services agreement with Mechanik Nuccio Hearne & Webster P.A.

Q. PUBLIC HEARINGS

Q1. A Public Hearing to Consider Adoption of an Ordinance Amending the Monroe County Future Land Use Map ("FLUM"), as Proposed by Maciej Jarzebowski, from Residential Medium ("RM") to Commercial ("COMM") for Property Located at 24150 Overseas Highway, Summerland Key, More Particularly Described as a Portion of Lot 1, Dobies Subdivision, According to the Plat Thereof, Recorded at Plat Book 2, Page 95, Official Records of Monroe County, and a Portion Of Lot 21, Block 2, Summerland Cove, Addition 2, According to the Plat Thereof, Recorded at Plat Book 4, Page 100, Official Records of Monroe County, Currently Having Property Identification Number 00190940-000200.

Q2. A Public Hearing to Consider Adoption of an Ordinance, as Proposed by Maciej Jarzebowski, Amending the Land Use District (LUD) Map from Improved Subdivision (IS) to Commercial 1 (C1) for Property Located at 24150 Overseas Highway, Summerland Key, More Particularly Described as a Portion of Lot 1, Dobies Subdivision, According to the Plat Thereof, Recorded at Plat Book 2, Page 95, Official Records of Monroe County, and a Portion Of Lot 21, Block 2, Summerland Cove, Addition 2, According to the Plat Thereof, Recorded at Plat Book 4, Page 100, Official Records of Monroe County, Currently Having Property Identification Number 00190940-000200.

Q3. A Public Hearing to Consider Approval of a Resolution Transmitting to the State Land Planning Agency an Ordinance, as Proposed by Gustavo Solis, Amending the Monroe

County Future Land Use Map (FLUM) from Residential Medium (RM) to Mixed-Use Commercial (MC) for Property Located at 1104001 Overseas Highway, Key Largo, Lots 1 through 8, Block 7 Largo Sound Village, according to the Plat Thereof, as Recorded in Plat Book 4, at Page 92, of the Official Records of Monroe County, Currently Having Parcel Identification Numbers 00475160-000000, 00475170-000000, 00475180-000000, 00475190-000000, 00475200-000000 00475220-000000, and 00475230-000000.

Q4. A Public Hearing to Consider Approval of a Resolution Transmitting to the State Land Planning Agency an Ordinance by the Monroe County Board of County Commissioners Amending the Future Land Use Element and the Housing Element of the 2030 Monroe County Comprehensive Plan to Eliminate the 1-for-1 Takings and Bert Harris Act Liability Mitigation Exchange Requirement for the Remaining 214 Workforce Affordable Housing Early Evacuation Unit Building Permit Allocations.

Q5. A public hearing to consider approval of a resolution amending the fiscal year 2025 budget for Fund 403, Marathon Airport.

Q6. A public hearing to consider approval of a resolution amending the fiscal year 2025 budget for Fund 404, Key West International Airport.

R. COMMISSIONER'S COMMENTS

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: B1
2023-3862

BULK ITEM:

DEPARTMENT: District 3

TIME APPROXIMATE:
10:00 AM

STAFF CONTACT: Sue Burke 305-304-4379

AGENDA ITEM WORDING: Mayor's Proclamation declaring the month of April 2025 as Fair Housing Month.

ITEM BACKGROUND:
This is the 57th anniversary of the National Fair Housing Act, under Title VIII of the 1968 Civil Rights Law. The Federal Government designates April, the anniversary month of the law, as Fair Housing Month.

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Mayor's Proclamation

DOCUMENTATION:

Proclamation - Fair Housing Month.docx

FINANCIAL IMPACT:
N/A

Mayor's Proclamation

FAIR HOUSING MONTH

WHEREAS, although Equal Housing Opportunity is a right guaranteed to all Americans under Title VIII of the 1968 Civil Rights Law, the struggle against discrimination in housing continues; and

WHEREAS, each year since the enactment of the National Fair Housing Act, the federal government designates April, the anniversary month of that law, as Fair Housing Month; and

WHEREAS, on this, the 57th anniversary, Monroe County, Florida, is pleased to join in that designation, since it provides an opportunity for all Americans to rededicate themselves to the principles of freedom of housing choice and to reacquaint themselves with the rights and responsibilities that are theirs under the law; and

WHEREAS, since fair housing is consistent with the principle of equality and justice for all – principles upon which our nation was founded – we all need to share in the fight to ensure fair housing is a reality for all residents; and

WHEREAS, the Housing Authority of Monroe County provides fair housing education and outreach services for Monroe County,

NOW THEREFORE, I, Jim Scholl, Mayor of Monroe County, on behalf of the County Board of Commissioners, do proclaim the month of April 2025 as FAIR HOUSING MONTH In Monroe County, and urge all citizens to join the efforts to reaffirm fair housing opportunities for all people. Dated this 16th Day of April 2025.

_____

Mayor Jim Scholl
Monroe County, Florida

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: B2
2023-3864

BULK ITEM: No

DEPARTMENT: District 3

TIME APPROXIMATE:

STAFF CONTACT: Sue Burke 305-292-3430

AGENDA ITEM WORDING: Mayor's Proclamation declaring the month of April 2025 as Sexual Assault Awareness Month.

ITEM BACKGROUND:
Sexual Assault Month is observed nationally each April to promote education and raise awareness of the fact that sexual violence is widespread and affects individuals of every age, race, gender and socioeconomic background. Monroe County is committed to preventing sexual violence and urges all residents, businesses, and organizations to join in this observance by working together toward a safer, healthier community for all.

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Mayor's Proclamation.

DOCUMENTATION:

Proclamation - Sexual Assault Awarness Month April 2025.docx

FINANCIAL IMPACT:
N/A

MAYOR'S PROCLAMATION

SEXUAL ASSAULT AWARENESS MONTH

WHEREAS, Sexual Assault Awareness Month is observed nationally each April to promote education and raise awareness of the fact that sexual violence is widespread and affects individuals of every age, race, gender and socioeconomic background; and

WHEREAS, Monroe County recognizes the profound impact that sexual violence has on survivors, their families, and our community as a whole, including physical, emotional and psychological effects that can last a lifetime; and

WHEREAS, Christina's Courage, the only Rape Crisis Center in Monroe County, provides survivors with a safe and confidential environment for services including forensic examinations, victim advocacy, law enforcement interviews and counseling; and

WHEREAS, the Center operates on donations and the support of volunteers at a confidential location donated by the City of Key West, and has a mental health counselor and sexual assault nurse examiners, one of whom single-handedly conducts 95% of all forensic exams in Monroe County each year; and

WHEREAS, every member of our community plays a role in the prevention of sexual violence which is only possible through education, intervention, and community efforts that empower individuals to speak out against harmful behaviors and support survivors in their journey toward healing and justice; and

NOW, THEREFORE, I Jim Scholl, Mayor of Monroe County, do hereby proclaim April 2025, as Sexual Assault Awareness Month, reaffirming Monroe County's commitment preventing sexual violence and urging all residents, businesses, and organizations to join in this observance by working together toward a safer, healthier community for all.

WITNESS, my hand and seal of Monroe County, Florida this 16th day of April 2025.

_____
Jim Scholl, Mayor

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: B3
2023-3859

BULK ITEM: No

DEPARTMENT: District 3

TIME APPROXIMATE:

STAFF CONTACT: Sue Burke 305-292-3430

AGENDA ITEM WORDING: Mayor's Proclamation declaring April 7-13, 2025 as National Public Health Week.

ITEM BACKGROUND:
Monroe County and communities across the United States acknowledge National Public Health Week as a time to recognize the contributions of public health and highlight issues that are important to improve our nation.

PREVIOUS RELEVANT BOCC ACTION:
Honored the request to declare the first full week of April 2024 as National Public Health Week.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Proclaim April 7-13, 2025 as National Public Health Week in Monroe County, Florida.

DOCUMENTATION:

Proclamation_-_National_Public_Health_Week_2025.docx

FINANCIAL IMPACT:
N/A

Mayor’s Proclama?on

Na?onal Public Health Week

WHEREAS, the Florida Department of Health in Monroe County works to protect, promote and improve the health of all people in Florida through integrated state, county, and community efforts; and

WHEREAS, Na?onal Public Health Week is an opportunity for communi?es across the United States to reflect on the contribu?ons of public health and highlight issues such as disease control, environmental concerns, and preventable chronic diseases; and

WHEREAS, the recent release of Monroe County's Community Health Assessment and the Community Health Improvement Plan revealed our community's priori?es to be (1) Access to Care, (2) Substance Abuse and Mental Health, and (3) Community Safety, which includes water safety, human trafficking, and bicycle and pedestrian safety.

NOW, THEREFORE, I Jim Scholl, Mayor of Monroe County, do hereby proclaim April 7 – 13, 2025 as Na?onal Public Health Week, reaffirming Monroe County’s commitment to recognizing the contribu?ons of public health and highlight issues that are important to improve our na?on.

_____

Jim Scholl, Mayor

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: B4
2023-3903

BULK ITEM: No **DEPARTMENT:** District 3

TIME APPROXIMATE: **STAFF CONTACT:** Sue Burke 305-292-3430

AGENDA ITEM WORDING: Mayor's Proclamation declaring May 18 - 24, 2025 as Emergency Medical Services Week in Monroe County, Florida.

ITEM BACKGROUND:
Communities across the nation acknowledge the value and accomplishments of emergency medical providers by designating this week as recognition for their services to their community.

PREVIOUS RELEVANT BOCC ACTION:
Annual Proclamation.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Annual Mayor's Proclamation.

DOCUMENTATION:

Emergency_Medical_Services_Week_2025.pdf

FINANCIAL IMPACT:
N/A

“Emergency Medical Services Week”

WHEREAS, emergency medical services is a vital public service; and the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week;

NOW THEREFORE, the Monroe County Board of County Commissioners joins with communities throughout the nation in proclaiming the week of May 18-24, 2025 as

“Emergency Medical Services Week”

_____

JAMES K. SCHOLL, MAYOR
BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: B5
2023-3896

BULK ITEM: No

DEPARTMENT: Fire Rescue

TIME APPROXIMATE:
N/A

STAFF CONTACT: R.L. Colina

AGENDA ITEM WORDING: Pinning of Battalion Chief Ryan Devitt.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Staff recommends approval.

DOCUMENTATION:

Presentation - Chief Ryan Devitt Bio - Promotion.pdf

FINANCIAL IMPACT:
N/A

Monroe County would like to congratulate Ryan Devitt on his recent promotion to Battalion Chief of Training.

A Florida Keys native, Ryan Devitt was born in Miami and raised in Big Pine Key. He graduated from Marathon High School and immediately started working construction with his father. He began his fire service career by volunteering at the Big Pine Volunteer Fire Department. Seeking higher education, he graduated from the Coral Springs Fire Academy and completed the coursework to obtain the EMT and Paramedic certifications from American Medical Academy. On February 24, 2011, he was hired as a career firefighter with Monroe County Fire Rescue.

During his career, he worked at every Fire Station in Monroe County and assisted with cleanup efforts after Hurricane Irma. He has been working as a training officer at the Joe London Fire Academy since February 2022 and has since obtained several certifications including Fire Officer III and Instructor II.

Chief Devitt said, “I am honored. A promotion is not a reward, it is a call to serve at a higher level. As Battalion Chief, I carry not just a title, but the trust of those I lead — and with that, the responsibility to lead with integrity, courage, and heart. I remain committed to prioritizing safety and ensuring our training evolves to meet the demands of the ever-changing fire service."

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
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Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: C1
2023-3825

BULK ITEM: Yes

DEPARTMENT: Project Management

TIME APPROXIMATE:
n/a

STAFF CONTACT: Cary Vick

AGENDA ITEM WORDING: Ratification of an Amendment to the Special Category Grant Agreement 23.h.sc.100.04423 with the State of Florida, Department of State, Division of Historical Resources (DHR) for the Monroe County Courthouse Exterior Masonry Restoration project. This Amendment modified the original Scope of Work for the project and was originally approved by the BOCC at the November 19, 2024 meeting. After being approved by the BOCC an additional sentence was added to the modified Scope of Work before DHR executed the Amendment.

ITEM BACKGROUND:
The Historic Monroe County Courthouse exterior masonry has degraded, and has sustained damage over the years. To help fund the repairs to the masonry, the County was awarded a Special Category Grant from the Division of Historical Resources (DHR) for $482,825.00. This grant requires a 50% County match of $482,825.00.

The original Scope of Work proposed by the County and approved by DHR included repair and replacement of damaged bricks and repointing of historic mortar joints. It was determined that the amount of work needed to make the building watertight once again would require more funding that was available with the grant and county match.

The County proposed a change in the scope of work from brick repointing/replacing to application of a waterproofing sealant to DHR and they agreed to the change. The DHR issued a Grant Amendment to the County which modified the Scope of Work and also extended the grant expiration date from December 31, 2024 to June 30, 2025.

The Amendment modified the original Scope of Work for the project and was originally approved by the BOCC at the November 19, 2024 meeting. After being approved by the BOCC, the Amendment was sent back to DHR for execution. DHR stated that they had recently made some changes to their legal language regarding sealants for all their newer projects and asked if the County would allow the following statement be added to our Amendment prior to execution:

- *Water repellent coating specifications will be submitted to the Division of Historical Resources*

for review and approval prior to application on the building.

As the County is required to provide these specifications to the local Historic Architecture Review Commission (HARC) board also, Project Management did not see an issue with the requirement and stated that the sentence could be added to the Amendment.

This Ratification is for the modified Amendment which added the above sentence to the modified Scope of Work after the BOCC approved the Amendment but before DHR executed the Amendment.

PREVIOUS RELEVANT BOCC ACTION:

5/19/2021 – BOCC approved of a resolution providing support for the grant and affirming the County's ability to provide the match.
5/19/2021 – BOCC approved for the Mayor to sign and staff to submit a letter of support for the grant application.
1/18/2023 - BOCC approved Special Category Grant Agreement 23.h.sc.100.04423 with the DHR in the amount of $482,825.00 with a county match of $482,825.00
3/22/2023 - BOCC approved a Task Order with Bender & Associates Architects for design and engineering services for the restoration of the brick exterior of the Historic Monroe County Courthouse in Key West.
7/17/24 - BOCC approved a grant amendment which extended the grant expiration date until 12/31/24.
11/19/24 - BOCC approved a grant amendment which modified the scope of work and extended the grant expiration date until 6/30/25

INSURANCE REQUIRED:

No

CONTRACT/AGREEMENT CHANGES:

Ratification of the modified Amendment which added the following sentence to the modified Scope of Work after the BOCC approved the Amendment but before DHR executed the Amendment:

- *Water repellent coating specifications will be submitted to the Division of Historical Resources for review and approval prior to application on the building.*

All other conditions and language of the Amendment are the same as approved by the BOCC on 11/19/24.

STAFF RECOMMENDATION: Ratification of modified Amendment to Special Category Grant Agreement 23.h.sc.100.04423.

DOCUMENTATION:

23.h.sc.100.044 Grant Award Agreement_Executed.pdf
23.h.sc.100.044 Extension Amendment 1_EXEC_7.26.24.pdf
23.h.sc.100.044 Grant Modification Amendment #2_EXEC_12.5.24.pdf

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FINANCIAL IMPACT:

NO Change to original Grant Agreement
Grant Amount: $482,825.00
County Match: 50% - $482,825.00
125-22585

AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
Monroe County Board of County Commissioners
23.h.sc.100.044

This Agreement is by and between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the "Division," and the Monroe County Board of County Commissioners hereinafter referred to as the "Grantee."

The Grantee has been awarded a Special Category Grant by the Division, grant number 23.h.sc.100.044 for the Project "Historic Monroe County Courthouse Exterior Masonry Restoration," in the amount of $482,825 ("Grant Award Amount"). The Division enters into this Agreement pursuant to Line Item 3165A, contained in the 2023 General Appropriations Act, HB5001, Laws of Florida. The Division has the authority to administer this grant in accordance with Section 267.0617, *Florida Statutes.*

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "Historic Monroe County Courthouse Exterior Masonry Restoration," the public purpose for which these funds were appropriated.

   a) The Grantee shall perform the following **Scope of Work**:

   Grant funds will be used to facilitate repairs to the historic Monroe County Courthouse in Key West, Florida. Work items will include repair/replacement of bricks and repointing of historic mortar joints. Grant funds will also be used to hire professional contractor services; architectural/engineering services; and architectural conservator services.

   All tasks associated with the Project shall meet the requirements set forth in this agreement.

   b) The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount
1	Fixed Price	Provide a copy of the professional architectural/engineering consultant's credentials and a project timeline to the Division for review and approval.	One (1) digital copy of professional architectural/engineering consultant credentials; One (1) project timeline.	$120,706

2	Fixed Price	Complete and submit a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed to the Division for review and approval.	One (1) electronic copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed.	$120,706
3	Fixed Price	Complete and submit a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed to the Division for review and approval.	One (1) electronic copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed.	$120,706
4	Fixed Price	Complete and submit an Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid, to the Division for review and approval. In addition, a new/updated FMSF form for the property and executed Restrictive Covenants filed with the County Clerk shall be submitted prior to final payment. Furthermore, a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment.	One (1) copy of the completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid; One (1) copy of the new/updated FMSF form; One (1) copy of the executed Restrictive Covenants filed with the County Clerk; One (1) Single Audit Form.	$120,707
Totals				**$482,825**

c) The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables outlined in the Agreement. The Budget provides details of how grant and match funds will be spent. All expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment A) and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.

2. Length of Agreement. This Agreement shall begin on 07/01/22 and shall end 06/30/24, unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless

Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.

3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

For the Division of Historical Resources:
Nicole Hu
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399
Phone: 850.245.6355
Email: Nicole.Hu@dos.myflorida.com

For the Grantee:
Contact: Stan Thompson
Address: 1100 Simonton Street, Room 2-213 Key West Florida 33040
Phone: 305.292.4524
Email:thompson-stan@monroecounty-fl.gov

4. **Grant Payments.** All grant payments are requested online via www.dosgrants.com by submitting a payment request with documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Grant payment requests are not considered complete for purposes of payment until review of the deliverables for compliance with the terms and conditions of this Agreement by the appropriate Division staff is complete and approval of the deliverable given. The grant payment schedule is outlined below:

   a) All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement

   b) All payments will be made in accordance with the completion of those Deliverables.

5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for the organization, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. The authorization form is accessible at http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf where information pertaining to payment status is also available.

6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services

(DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit https://flvendor.myfloridacfo.com/. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Division, as required, in advance of or with the executed Agreement.**

7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Division to request an Amendment to the Contract. **Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.** If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.

8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.

   a) Any advanced funds will be returned to the State of Florida if unexpended within the first 3 months of disbursement.

   b) Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state funds.

   c) If the grantee has spent less than the Grant Award Amount in state funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state dollars and the Grant Award Amount.

   d) The Division may reduce individual payments by 10% if the completed Deliverable does not meet the Secretary of the Interior's Standards and Guidelines or other industry standards applicable to the project.

   The Division shall reduce total grant funding for the Project in direct proportion to match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Division any excess funds paid out prior to a reduction of total grant funding.

9. **Additional Special Conditions.**

   Development Projects

   a) All project work must be in compliance with the ***Secretary of the Interior's Standards and Guidelines*** available online at www.nps.gov/tps/standards.htm.

   b) The Grantee shall provide photographic documentation of the restoration activity. Guidelines regarding the photographic documentation are available online at https://dos.myflorida.com/historical/grants/special-category-grants/.

   c) The Grantee and the Property Owner(s), if not the same, shall execute and file Restrictive Covenants with

the Clerk of the Circuit Court in the county where the property is located, prior to final release of grant funds and close-out of the project. This Restrictive Covenants form is available on the Division's website http://www.dos.myflorida.com/historical/grants/special-category-grants/.

d) Architectural Services

1. All projects shall require contracting for architectural/engineering services.

2. The Grantee may request a waiver of this requirement from the Division if they believe that the architectural/engineering services are not needed for the Project. The Division shall make a recommendation to the Grantee after review of the proposed work.

e) Architectural Documents and Construction Contracts

The Grantee shall submit the architectural services contract to the Department for review and approval prior to final execution. In addition, pursuant to *Section 267.031(5)(i), Florida Statutes*, the Grantee shall submit architectural planning documents to the Department for review and approval at the following stages of development:

1. Upon completion of **schematic design**;

2. Upon completion of **design development and outline specifications**; and

3. Upon completion of **100% construction documents and project manual**, prior to execution of the construction contract.

f) For the construction phase of the Project, in addition to the review submissions indicated above, a copy of the construction contract must be submitted to the Department for review and approval prior to final execution. Department review and approval of said contracts shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.

g) For projects involving ground disturbance (examples include: historic building or structure relocation, grading and site work, installation of sewer and water lines, subgrade foundation repairs or damp proofing, construction of new foundations and installation of landscape materials), the Grantee shall ensure that the following requirements are included in all contracts for architectural and engineering services:

1. Ground disturbance around historic buildings or elsewhere on the site shall be minimized, thus reducing the possibility of damage to or destruction of significant archaeological resources.

2. If an archaeological investigation of the Project site has not been completed, the architect or engineer shall contact the Department for assistance in determining the actions necessary to evaluate the potential for adverse effects of the ground disturbing activities on significant archaeological resources.

3. Significant archaeological resources shall be protected and preserved in place whenever possible. Heavy machinery shall not be allowed in areas where significant archaeological resources may be disturbed or damaged.

4. When preservation of significant archaeological resources in place is not feasible, a mitigation plan shall be developed in consultation with and approved by the Department's Compliance Review Section (contact information available online at www.flheritage.com). The mitigation plan shall be

implemented under the direction of an archaeologist meeting the *Secretary of the Interiors' Professional Qualification Standards for Archaeology.*

5. Documentation of archaeological investigation and required mitigation actions shall be submitted to the Compliance Review Section for review and approval. This documentation shall conform to the *Secretary of the Interior's Standards for Archaeological Documentation*, and the reporting standards of the Compliance Review Section set forth in Chapter 1A-46, *Florida Administrative Code.*

h) Copyright and Royalties: When publications, brochures, films, or similar materials are developed, directly or indirectly, from a program, project or activity supported by grant funds, any copyright resulting therefrom shall be held by the Florida Department of State, Division of Historical Resources. The author may arrange for copyright of such materials only after approval from the Department. Any copyright arranged for by the author shall include acknowledgment of grant assistance. As a condition of grant assistance, the grantee agrees to, and awards to the Department and, if applicable, to the Federal Government, and to its officers, agents, and employees acting within their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

10. Credit Line(s) to Acknowledge Grant Funding. Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:

a) "This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida." Any variation in this language must receive prior approval in writing by the Division.

b) All site-specific projects must include a Project identification sign, with the aforementioned language, that must be placed on site. The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of Project signs are not allowable project costs. A photograph of the aforementioned sign must be submitted to the Division as soon as it is erected.

11. Encumbrance of Funds. The Grantee shall execute a binding contract for at least a part of the Scope of Work by September 30, except as allowed below.

a) Extension of Encumbrance Deadline: The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above.

b) Encumbrance Deadline Exception: For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

12. Grant Reporting Requirements. The Grantee must submit the following reports to the Division. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via www.dosgrants.com.

a) **First Project Progress Report** is due by October 31, for the period ending September 30 (first year of the Grant Period).

b) **Second Project Progress Report** is due by January 31, for the period ending December 31 (first year of the Grant Period).

c) **Third Project Progress Report** is due by April 30, for the period ending March 31 (first year of the Grant Period).

d) **Fourth Project Progress Report** is due by July 31, for the period ending June 30 (first year of the Grant Period).

e) **Fifth Project Progress Report** is due by October 31, for the period ending September 30 (second year of the Grant Period).

f) **Sixth Project Progress Report** is due by January 31, for the period ending December 31 (second year of the Grant Period).

g) **Seventh Project Progress Report** is due by April 30, for the period ending March 31 (second year of the Grant Period).

h) **Final Report**. The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above.

13. **Matching Funds.** The Grantee is required to provide a 100% match of the Grant Award Amount. Of the required match, a minimum of 25% must be cash on hand. The remaining match may include in-kind services, volunteer labor, donated materials, and additional cash. For projects located in Rural Economic Development Initiative (REDI) counties or communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*, Grantees may request a reduction of the match amount. The Grantee must submit documentation that the minimum match requirements have been met and provide to the Division documentation evidencing expenses incurred to comply with this requirement.

14. **Grant Completion Deadline.** The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and matching funds have been paid out or incurred in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.

15. **Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed 180 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Division, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide documentation that a portion of the grant funds and match contributions are encumbered and demonstrate to the satisfaction of the Division that project work is progressing at a rate such that completion is achievable within the extended Grant Period.

16. **Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable Project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/1/2019), which are incorporated by reference and are available online at https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:

a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;

b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement and Chapter 287 of the *Florida Statutes*;

c) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;

d) Expenses associated with lobbying or attempting to influence Federal, State, or local legislation, the judicial branch, or any state agency;

e) Expenditures for work not consistent with the applicable historic preservation standards as outlined in the Secretary of the Interior's Guidelines available at www.nps.gov/tps/standards/treatment-guidelines-2017.pdf, standards available at http://www.nps.gov/tps/standards.htm and nps.gov/history/local-law/arch_stnds_0.htm or applicable industry standards;

f) Costs for projects having as their primary purpose the fulfillment of Federal or State historic preservation regulatory requirements, specifically, costs of consultation and mitigation measures required under Section 106 of the *National Historic Preservation Act of 1966*, as amended, or under Section 267.031, F.S.;

g) Projects directed at activities or Historic Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap, or marital status;

h) Entertainment, food, beverages, plaques, awards, or gifts;

i) Costs or value of donations or In-kind Contributions not documented in accordance with the provisions of the Grant Award Agreement;

j) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing, and fundraising activities;

k) Administrative and project management expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement, whether grant expenditures or match contributions, which in aggregate exceed 5% of the grant award amount;

l) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);

m) Insurance costs (Exception: costs for builder's risk, workers' compensation and contractor's liability insurance);

n) Capital improvements to non-historic properties or non-historic additions to a Historic Property (Exception: pre-approved items of work for Museum Exhibit projects);

o) Capital improvements to the interior of Religious Properties (Exception: repairs to elements of the structural system. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, window and exterior door repairs and restoration practices associated with the building envelope);

p) Accessibility improvements for Religious Properties;

q) Vehicular circulation (drives/driveways) within the property or from the property to surrounding streets and parking (Exception: provision of code-required handicapped parking pad(s));

r) Sidewalks, paths, walkways, landscape features and accessories, planting, irrigation systems and site lighting (Exceptions: historic walkways; sidewalk required to link the code-required handicapped parking pad(s) to the accessible entry; historic retaining walls/planting/sodding required to halt documented erosion; pruning, removal or relocation of trees posing an immediate threat to the historic or archaeological resource; and limited site lighting required for security, all if approved by the Division);

s) Fences and gates (Exception: restoration or in-kind replacement of damaged or missing historic fences, gates or sections of these);

t) Furniture, including but not limited to: desks, tables, seating, rugs and mats, artwork and decorations, window treatments, case goods (including cabinets, countertops, or bookshelves) with no historic precedent, systems' furniture, movable partitions and acoustical treatments and components, unless specific prior approval has been granted by the Division (Exception: museum display units necessary for approved Museum Exhibit projects)

u) Equipment (a) including but not limited to portable sound systems, specialty fixtures and equipment, visual display units, appliances, computers, cameras, printers, scanners, projection systems, portable light fixtures, and total stations unless specific prior approval has been granted by the Division (b) If special equipment is required for completion of the Project, it shall be rented for the grant term unless it can be shown that acquiring the equipment is cheaper than renting the equipment and approval has been provided by the Division as part of the documentation presented at the time of application. If the value of special equipment is to be used as a match contribution, the value of the match contribution shall be limited to the cost of rental for the Grant Period at the market rate for such rental in the region;

v) Supplies that will not be consumed in use during the duration of this project;

w) Costs associated with attending or hosting conferences, summits, workshops or presentations (Exception: municipal or county required public meetings necessary for completion of the grant-assisted project);

x) Travel expenditures, including those of personnel responsible for items of work approved by the Division, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or

research off-site; and

y) Tuition waivers, fees, and other non-grant related costs associated with employing students for grant projects.

17. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures.*

18. **Repayment.** All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Grants Program Supervisor, Division of Historical Resources, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of $15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

19. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.

20. **Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.

21. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.

22. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.

23. **Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended, in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than $100 within any quarter may be held until the next quarter when the accrued interest totals more than $100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's final Progress Report at the end of the Grant Period.

24. **Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other Division of Historical Resources grants or grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.

25. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;

b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.

c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.

d) The name of the account(s) must include the grant award number;

e) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and

f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

26. **Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

27. **Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

28. **Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the

necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Division.

29. **Liability.** The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.

a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.

b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.

c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.

d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Division shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

30. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law.

31. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

32. **Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.

33. **Termination of Agreement.**

a) Termination by the Division. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of

violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.

b) Termination for convenience. The Division or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.

c) Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Division. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.

34. Preservation of Remedies. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

35. Non-Assignment of Agreement. The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.

36. Required Procurement Procedures for Obtaining Goods and Services. The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Procurement documentation supporting maximum open competition must be submitted to the Division for review and approval prior to execution of project contracts.

a) **Procurement of Goods and Services Not Exceeding $35,000.** The Grantee must use the applicable procurement method described below:
   1. Purchases Up to $2,500: Procurement of goods and services where individual purchases do not exceed $2,500 may be conducted at the Grantee's discretion using good purchasing practices in accordance with Rule 60A-1.002, *Florida Administrative Code*.
   2. Purchases or Contract Amounts Between $2,500 and $35,000: Goods and services costing between $2,500 and $35,000 require informal competition such as written quotations and informal bids and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement

document in accordance with Rule 60A-1.002, *Florida Administrative Code.*

b) **Procurement of Goods and Services Exceeding $35,000.** Goods and services costing over $35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document in accordance with Chapter 287, *Florida Statutes.*

37. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

38. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Historical Resources.

39. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

40. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

41. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, *et seq.*), which is incorporated herein by reference.

42. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

43. **Restrictive Covenants.** For Acquisition and Development projects directed at Real Property, if funded, the Grantee (and the Property Owner, if not the Grantee) must file a Restrictive Covenant on the property with the Clerk of Court for ten (10) years for Development and twenty (20) for Acquisition prior to final release of grant funds and close-out of the project.

44. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:

    a) This Agreement

    b) Estimated Project Budget (Attachment A)

    c) Single Audit Act Requirements and Exhibit I (Attachment B)

In acknowledgment of this grant, provided from funds appropriated in the 2023 General Appropriation Act, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:

By: Alissa Lotane
Division Director Alissa Lotane

2/9/23
Date

Grantee:

By: _____
Authorizing Official for the Grantee

Mayor Craig Cates
Typed name and title

_____
Date

Attest: Kevin Madok, Clerk

By: _____
As Deputy Clerk

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM

JOSEPH DINOVO
ASSISTANT COUNTY ATTORNEY

DATE: 10-24-2022

ATTACHMENT A

Estimated Project Budget

Description	Grant Funds	Cash Match	In Kind Match
Architectural Conservator	$5,000	$5,000	$0
Historic Brick Replacement	$296,020	$296,020	$0
Brick Mortar Repointing	$75,580	$75,580	$0
Architectural / Engineering Fees	$39,337	$39,337	$0
Contractor Services	$66,888	$66,888	$0
Totals	**$482,825**	**$482,825**	**$0**

ATTACHMENT B
FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office www.ecfr.gov

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
http://www.myfloridacfo.com/

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
http://www.leg.state.fl.us/

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:

   A. The Department of State through the https://dosgrants.com/ grants management system.

B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of State through the https://dosgrants.com/ grants management system.

B. The Auditor General's Office at the following address:

Auditor General

Local Government Audits/342

Claude Pepper Building, Room 401

111 West Madison Street

Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part IV: Record Retention

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

EXHIBIT 1

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

Not Applicable

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCESAWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not Applicable

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Florida Department of State Acquisition, Restoration of Historic Properties Grants, CSFA Number 45.032. Award Amount is $482,825.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at https://apps.fldfs.com/fsaa/.

State of Florida

Chief Financial Officer
Department of Financial Services
Bureau of Accounting
200 East Gaines Street
Tallahassee, FL 32399-0354
Telephone: (850) 413-5519 Fax:(850) 413-5550

Substitute Form W-9

In order to comply with Internal Revenue Service (IRS) regulations, we require Taxpayer Identification information that will be used to determine whether you will receive a Form 1099 for payment(s) made to you by an agency of the State of Florida, and whether payments are subject to Federal withholding. The information provided below must match the information that you provide to the IRS for income tax reporting. Federal law requires the State of Florida to take backup withholding from certain future payments if you fail to provide the information requested.

Taxpayer Identification Number (FEIN): 59-6000749
IRS Name: MONROE COUNTY BOARD OF COUNTY COMMISSION

Address: PO BOX 1980
KEY WEST, FL
33041-0000

Attention Of: FINANCE DEPARTMENT
In Care Of: PAM RADLOFF

Business Designation: Government Entity

Certification Statement:
Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer information **AND**

2. **I am not** subject to backup withholding because:
   (a) I am exempt from backup withholding **or**
   (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, **or**
   (c) the IRS has notified me that I am no longer subject to backup withholding **AND**

3. I am a U.S. citizen or other U.S. person (including U.S. resident alien)

Preparer's Name: PAM RADLOFF
Preparer's Title: FINANCE DIRECTOR
Phone: 305-292-3560
Email: PRADLOFF@MONROE-CLERK.COM

Date Submitted: 10/20/2015

Date printed from the State of Florida Substitute Form W-9 Website: 05/03/2018

Monroe County Board of County Commissioners

23.h.sc.100.044

This Amendment is between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the "Division" and Monroe County Board of County Commissioners, hereinafter referred to as the "Grantee".

The parties entered into a grant agreement for the implementation of a Special Category grant, for Historic Monroe County Courthouse Exterior Masonry Restoration. The parties now mutually desire to amend certain terms and conditions of the grant agreement.

In consideration of the covenants contained herein, it is agreed:

All section of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.

The following sections are hereby revised as follows:

Original Length of Agreement

7/1/2022 - 06/30/2024

Amended Length of Agreement

7/1/2022 -12/31/2024

Additional Conditions

This Agreement is reinstated as if it had not expired and amended to reflect the extension dates set forth herein, effective as of the date both parties have executed this Amendment.

12. Grant Reporting Requirements:

h) Eighth Report is due by July 31, for the period ending June 30 (third year of the grant period).

i) Ninth Report is due by October 31, for the period ending September 30 (third year of the grant period).

j) Final Report. The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the *Reference Guide for State Expenditures*, 2 CFR Part 200.

AUTHORIZATION
MONROE COUNTY BOARD
OF COUNTY COMMISSIONERS

Mayor Holly Merrill Raschein

Authorized official for the Grantee

Alissa Lotane, Director

Authorized official for the Division

Authorized official Signature

7/17/2024
Date

Division Authorized official Signature

7/26/24
Date

Attest: Kevin Madok, Clerk

By: _____
As Deputy Clerk

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
ASSISTANT COUNTY ATTORNEY
DATE: 7-02-2024

Monroe County Board of County Commissioners

23.h.sc.100.044

This Amendment is between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the "Division" and Monroe County Board of County Commissioners, hereinafter referred to as the "Grantee".

The parties entered into a grant agreement for the implementation of a Special Category grant, for Historic Monroe County Courthouse Exterior Masonry Restoration. The parties now mutually desire to amend certain terms and conditions of the grant agreement.

In consideration of the covenants contained herein, it is agreed:

All section of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.

The following sections are hereby revised as follows:

Original Scope Of Work

Grant funds will be used to facilitate repairs to the historic Monroe County Courthouse in Key West, Florida. Work items will include repair/replacement of bricks and repointing of historic mortar joints. Grant funds will also be used to hire professional contractor services; architectural/engineering services; and architectural conservator services.

Amended Scope Of Work

Grant funds will be used to facilitate repairs to the historic Monroe County Courthouse in Key West, Florida. Work items will include window and wall preparation for brick work and application of brick sealant. Grant funds will also be used to hire professional contractor service and architectural/engineering services.

Water repellent coating specifications will be submitted to the Division of Historical Resources for review and approval prior to application on the building.

Original Length of Agreement

7/1/2022 -12/31/2024

Amended Length of Agreement

7/1/2022 -6/30/2025

Additional Conditions

12. Grant Reporting Requirements:

j) Tenth Report is due by January 31, for the period ending December 31 (third year of the grant period).

k) Eleventh Report is due by April 30, for the period ending March 31 (third year of the grant period).

l) Final Report. The Grantee must submit a Final Report to the Division within one month of the Grant Period End

Date set forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the *Reference Guide for State Expenditures*, 2 CFR Part 200.

Original Budgets

Description	Grant Funds	Cash Match	In Kind Match
Architectural Conservator	$5,000	$5,000	$0
Historic Brick Replacement	$296,020	$296,020	$0
Brick Mortar Repointing	$75,580	$75,580	$0
Architectural / Engineering Fees	$39,337	$39,337	$0
Contractor Services	$66,888	$66,888	$0
Totals	**$482,825**	**$482,825**	**$0**

Amended Budgets

Description	Grant Funds	Cash Match	In Kind Match
Architectural / Engineering Fees	$35,645	$35,645	$0
Contractor Services	$53,180	$53,180	$0
Window and Wall Preparation	$96,000	$96,000	$0
Brick Sealant Application	$298,000	$298,000	$0
Totals	**$482,825**	**$482,825**	**$0**

AUTHORIZATION

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

Mayor James K. Scholl

Authorized official for the Grantee

Alissa Lotane, Director

Authorized official for the Division

Authorized official Signature — Date: 11/19/2024

Division Authorized official Signature — Date: 12/5/24

Attest: Kevin Madok, Clerk

By: _____

As Deputy Clerk

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM

JOSEPH DINOVO
ASSISTANT COUNTY ATTORNEY

DATE: 10-17-2024

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: C2
2023-2412

BULK ITEM: Yes **DEPARTMENT:** Library System

TIME APPROXIMATE: **STAFF CONTACT:** Anne L. Rice

AGENDA ITEM WORDING: Approval of revisions to the Monroe County Public Library policy manual.

ITEM BACKGROUND:
The Monroe County Public Library regularly updates its Policy Manual to adopt professional best practices, evolve with changing technologies, and meet the needs of the community. As this is an extensive revision, a summary of substantive changes has been included for the convenience of reviewers along with the requisite, red-lined comparison document.

PREVIOUS RELEVANT BOCC ACTION:
Various parts of the Library Policy have been reviewed, revised, and approved since the 1990 BOCC resolution instituting the official operating policies of the Monroe County Public Library. Most recent BOCC review and approval on 04/20/2022 and 05/20/2020.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

MCPL_policyrev_032425.pdf
MCPL Policy Revision Report.pdf
Full Library policy revision report_image.pdf

FINANCIAL IMPACT:
None

Monroe County Public Library
Policy Manual

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SECTION 1--MONROE COUNTY LIBRARY SERVICE POLICY

The Monroe County Public Library system strives to offer excellent library service to all. While quality of library collections and facilities is important, a consistently high degree of service to the public is the core of the Library's mission.

Library users are entitled to courteous, knowledgeable, and helpful service from well-trained staff. This Public Library Service Policy affirms our guarantee to library users. All other library policies should be interpreted considering the following principles.

1. Library users are provided the same quality of service without discrimination, regardless of any criteria. Users' needs and requests are considered with equal importance and respect.
2. Library users are the most important aspect of our work. This means serving a library user takes precedence over any managerial or clerical function.
3. Judgment calls are always made in the library user's favor. Library staff will never be disciplined for errors made in good faith pursuant to this policy.
4. Library users requesting assistance via telephone, email, and chat receive the same level of service as walk-in users.
5. When a staff member is unable to fulfill a library user's request, every attempt is made to offer an alternative.
6. Library policies exist to ensure equitable service and access to library resources. Therefore, all staff members are familiar with library policies and can articulate the rationale behind them.
7. Library branches offer feedback forms at every service desk to address user concerns. Whether a facilities issue (e.g., parking, temperature) or of an operational nature, such as programs, hours open, or materials selection, library staff will respond in a respectful and prompt manner.
8. Library staff adhere to the strong ethical standards of the profession. These standards include patron confidentiality, the freedom to read, and intellectual property rights.

PUBLIC ACCESS TO POLICY

A complete and up-to-date copy of these policies, along with the Monroe County Personnel Policies and Procedures Manual and the Monroe County Safety Policies and Procedures Manual, will be kept available for convenient public access at each branch of the Monroe County Public Library and via the library website. The Monroe County Public Library System is a Department of the Monroe County Government, under the jurisdiction of the Board of County Commissioners and the County Administrator.

SECTION 2 – GUIDELINES FOR PATRONS

LIBRARY HOURS OF OPERATION

The Monroe County Public Library maintains regular hours of operation as posted on the library website and physical doors. In accordance with national and state requirements, the libraries are open a minimum of 40 hours per week. Operating hours may change in response to customer needs, emergency actions, and other extenuating circumstances.

Libraries are closed on Sundays and BOCC approved holidays in accordance with Monroe County Personnel Policy. In addition to designated holidays the BOCC may grant other special holidays during the year to County employees.

POWER FAILURES AND WATER DISRUPTIONS

All library occupants, except for staff, will vacate library premises in the event of a power failure or water disruption. Users may return when utilities are restored.

TEST PROCTORING & NOTARY SERVICES

Test proctoring and notary services are not provided by library staff while on duty.

RULES GOVERNING LIBRARY USE

The Library has the responsibility to maintain each of its facilities in a clean, pleasant, and safe manner. Every individual has the right to use the Library undisturbed and every library employee has the right to work without undue interference. To guarantee these rights, rules of conduct have been outlined in Monroe County Code which apply to behavior on the premises of all Library property. These rules will be posted in English and in Spanish in all County Libraries.

This code states:

Each branch of the county public library is designated a limited public forum that must be managed to foster an atmosphere conducive to every library patron's constitutionally protected interest in receiving and reading written communications.

To best protect the constitutional rights of library users, the following rules of conduct for library patrons are adopted for all county public libraries:

(1) Library patrons must be engaged in activities associated with the use of a public library while in the building. Library patrons not engaged in reading, studying, using library materials/equipment, accessing WIFI, or attending scheduled on-site programs, must leave the building.

(2) Library patrons shall not be intoxicated while in the building.

(3) While in the Library, patrons shall not solicit money, panhandle, fundraise or request donations from other persons.

(4) The library restrooms are for the temporary convenience of library patrons. Library patrons shall not use the restrooms for shaving, washing clothes or bathing.

(5) Adults are permitted in children's areas of library branches only when accompanied by a child or when the unaccompanied adult needs to retrieve materials from the youth services area collections, is touring the facility, or is consulting with a youth services staff member. When not accompanied by a child, adults will review youth materials in adult areas of the libraries.

(6) Library patrons must not harass or annoy others through noisy or boisterous activities, by staring at another person with the intent to annoy that person, by following another person about the building with the intent to annoy that person, by playing audio equipment so that others can hear it, by singing or talking to others or talking in monologues, or by behaving in a manner that reasonably can be expected to disturb other library patrons.

(7) Library patrons must not interfere with the use of the library by other patrons or interfere with library staff in the performance of their duties.

(8) Library patrons may not enter the building without a shirt or other covering of their upper bodies or without footwear. Library patrons whose bodily hygiene is offensive to constitute a nuisance to other persons must leave the building.

A library patron who violates the library rules of conduct will be cautioned of the violation and asked to correct their behavior. If the behavior continues, the violator will be asked to leave the building by the library supervisor on duty. A violator who refuses to leave the building after being so requested commits the offense of trespass in a structure (Florida Statutes § 810.08), and the library supervisor will then contact local law enforcement for assistance.

In addition to the rules of conduct listed above, patrons are reminded of the following:

- Smoking, including vapes, is not permitted in the Library. Eating is not permitted, except in designated areas or for Library programs. Drinks must have a lid or cap.
- Alcohol is not permitted on the premises.
- Sleeping and loitering are not permitted on the premises.
- Children under ten and vulnerable adults are not to be left unattended.
- Feet are to be kept off tables and chairs.
- Bed rolls and large parcels exceeding the size of typical airline carry-on luggage are not permitted in the library. Personal belongings may not be left unattended.

UNATTENDED CHILDREN AND VULNERABLE ADULTS

STATEMENT: To maintain normal library operations and ensure safety of children and vulnerable adults, the Monroe County Public Library system has established the following rules.

CHILDREN YOUNGER THAN 10 YEARS: Children younger than ten (10) years shall always be attended and adequately supervised by a responsible caregiver. If a child is left unattended, the staff on duty shall attempt to locate the parent or caregiver.

CHILDREN TEN AND OLDER: Children aged ten (10) and older may use the library unattended provided their behavior meets the Library's rules of conduct and supervision or caregiver support is not needed. If children aged 10 or older fail or refuse to follow these rules, the Library may require a responsible adult accompany and supervise them during future visits.

VULNERABLE ADULTS: Vulnerable adults who require physical or behavioral support or are unable to understand and follow the Library's rules of conduct shall always be attended and adequately supervised by a responsible caregiver.

RESPONSIBILITY: The Monroe County Public Library system assumes no custodial responsibility for children and vulnerable adults left unattended on library premises. Library staff will attempt to contact a parent or caregiver when:

- the health or safety of an unattended child or vulnerable adult is of concern;
- the behavior of an unattended child or vulnerable adult is a disturbance to staff or other Library patrons;
- the Library is closing and the unattended child or vulnerable adult requires assistance with transportation.

If a parent or caregiver cannot be reached, Library staff will contact law enforcement officials to assume control of the situation involving the unattended child or vulnerable adult.

FILMING AND AUDIORECORDING

As a limited public forum, filming, photography, and audio-recording are allowed within the libraries when they do not interfere with our services to the public and adhere to the County Code of Conduct.

Library staff may end a recording session that seems to compromise public safety or security, including hampering ADA access and blocking fire exits with equipment or personnel. Library staff

may film or photograph events for promotional, grant compliance, and financial/auditing purposes and will endeavor to conceal participants' identities or obtain permissions.

Videos and photos recorded by the library's security system are intended to further the physical security of the facility and to mitigate weaknesses. Videos from the security system are exempt from disclosure under Florida Statutes 281.301, allowing release by the County in the following circumstances:
1. By request of the property owner
2. In furtherance of the County's official duties
3. To another local, state or federal agency in furtherance of their official duties
4. Upon a showing of good cause before a court.

We do not provide video requests directly to citizens. All other video requests must be approved by legal counsel.

OBTAINING A LIBRARY CARD

FULL ACCESS CARDS. Library cards are free of charge to residents of the Monroe County and to persons who pay property taxes or license a business in Monroe County but reside elsewhere. Military personnel and family on active duty or retired in Monroe County are also eligible for a free resident card. Full access cards are renewable every 2 years.

To receive a free library card, applicants typically provide a valid Florida Driver's License or Florida ID card displaying their current Monroe County address. If these forms of identification are not available, or if the address is not current or local, an applicant may provide a valid, government-issued photo ID card with one of the following:

- Monroe County Property Tax Receipt or Business License
- Pay stub, IRS return or printed bank checks showing applicant's name and local address
- A current residential lease of at least 6 months
- Monroe County College, School, or Employer ID
- Current Monroe County Utility Bills
- Monroe County Voter's Registration Card
- Current Monroe County Vehicle or Vessel Registration

Library card holders agree to be responsible for materials borrowed and for all fees incurred for lost or damaged materials. Library registration and circulation records identifying individual readers are considered confidential, as described in Florida Statute 257.

CHILDREN'S CARDS: Children who reside in Monroe County may be issued a library card upon request of parent/caregiver. If the child is twelve (12) or under years of age, a library card application form must be signed by a parent/caregiver, who will be held responsible for library materials borrowed, as well as for fees accrued on that card. The adult also accepts all responsibility for the selection of materials made by the child. Unaccompanied juveniles thirteen (13) or older may present a school ID or signed application form for issuance of a library card.

The Monroe County Public Library System does not act *in loco parentis*, i.e., in the place of a parent. Any restrictions placed on a child's use of the Library are the responsibility of the child's parent/caregiver, and the Library is not responsible for enforcing such restrictions. All circulating materials, regardless of format, may be checked out to children upon compliance with required registration procedures.

FULL ACCESS MEMBERSHIP CARD: Individuals who are not Monroe County residents may pay a $30.00 annual non-refundable fee for a library card which entitles them to borrowing privileges equal to a full access card at all Monroe County Library branches.

LIMITED ACCESS CARD: A temporary 90-day limited access Library card is available to Monroe residents and long-term visitors who have picture ID but cannot provide local address verification. Patrons with this type of card may check out physical items to a maximum of three on their account.

LIMITED ACESS DIGITAL CARD: A temporary Library card is available to Monroe residents to begin the resident library card application online. Patrons with this type of card may access online library services for 90 days until a full access card is obtained.

INSTITUTIONAL CARDS: Institutions located in Monroe County which offer services to persons who cannot take advantage of library service through the regular channels are eligible to register as Institutional Patrons. To do so, proof of the legal name and address of the institution is required. The institution will be responsible for all activities associated with card use (damages, losses, etc.)

LOST LIBRARY CARDS: Lost or stolen library cards should be reported immediately. Timely reporting of the loss prevents the library patron from being held responsible for materials checked out on the lost or stolen card. Some proof of identity must be presented when applying for a library card replacement. If there are any charges against the patron's record, they must be cleared before a replacement card can be issued.

LOSS OF PRIVILEGES: All rightful fees must be paid to maintain borrowing privileges. Failure to pay for lost/damaged materials, or a failure to return library materials may result in the loss of the

patron's library borrowing privileges. It is the Library's practice to provide notification and to bill for overdue materials, but failure to receive notification of overdue items or of fees accrued does not negate the patron's obligation to return such materials or to pay such rightful fees.

BORROWING MATERIALS

CARD USAGE: All valid Monroe County Public Library cardholders are eligible to check out circulating items from any Monroe County Library location. If a customer's library card is not readily available, a valid I.D. may be presented for checkout of library materials. Library cards are only transferable when the cardholder has provided permission directly to the library. (Exception: a parent/caregiver who has signed as being responsible for a juvenile's card may use that card for borrowing library materials.) If a cardholder chooses to allow other persons to use their card, the cardholder remains responsible for all items checked out on that card, as well as for any fees or fines that may accrue because of that use.

READERS' RIGHT TO PRIVACY: Florida Statute 257.261 upholds patron registration and their circulation records as confidential and exempt from open records laws. Reaffirming the Library's concern for readers' rights of privacy, the Library will not disclose to anyone the names of or other information regarding readers and will not identify materials called for or examined by them.

RESERVING MATERIALS: If a patron wishes to obtain a book or item(s) not currently on the library's shelves but listed in the library catalog, a reserve request may be placed for the item(s). As the requested material becomes available, the patron will be notified. Materials not picked up by the given date will be made available to the next person on the reserve list or returned to the library shelves. Unless excluded due to susceptibility to damage in transit, all normally circulating materials at all branches are loanable throughout the system, regardless of the length of time the item has been in the lending library's possession. The requesting branch is responsible for determining if demand necessitates purchasing an additional copy of the requested title.

INTERLIBRARY LOANS: Every effort is made, through an interlibrary loan network, to request materials not available in the Monroe County Public Library System. Replacement fees are set by the loaning library and are the responsibility of the reader.

MATERIALS AVAILABLE FOR LOAN: A valid library card entitles the patron to the full range of circulating library materials throughout the system's collection. These include, but are not limited to books, video, and audio materials. Use of available materials within the library building does not require a library card.

BORROWING LIMITS: Generally, there are no limits on the number of library materials checked out at any one time, except for Easy Access cards as defined above. There are, however, some

materials that are limited to use in the library exclusively, such as reference materials. Additional limits may be set by a particular branch depending on availability of materials. Temporary limits may be placed on materials in high demand at a particular time, e.g., holiday materials or materials needed for school reports by several patrons at one time.

STANDARD LOAN PERIOD: The Library reserves the right to manage loan periods to meet urgent demands on the collection. It is the Library's right to recall materials after the first basic loan period. The standard loan periods are as follows:

- BOOKS, MAGAZINES, AUDIO: Two (2) weeks with five renewals if no other patron has requested these materials. A block will be placed on requested materials and their loan period cannot be renewed. Available materials may be renewed by telephone and/or by the on-line public access catalog.
- REFERENCE MATERIALS: In-library use only. Exceptions may be taken under consideration by the Branch Manager, Lead Historian, or designees.

EXTENDED LOAN PERIOD: Patrons may be granted extended loan periods for special needs, or to cover times when they will be out of town. The individual library, at the discretion of the Branch Manager, will determine which books or materials it will lend for extended loans. (For example, books in heavy demand may be excluded.)

AUDIOVISUAL MATERIALS BORROWING POLICY

FREEDOM TO VIEW: The Monroe County Public Library system supports the American Library Association's interpretation of the Bill of Rights, which affirms that librarians have a responsibility to ensure access for all, including children and young people, to audiovisual materials and other nonprint formats, and to all materials and services that reflect diversity sufficient to meet their needs. As with books and other materials, the Library cannot act *in loco parentis*, but does acknowledge, support and encourage the exercise by parents of their responsibility to guide their own children's reading and viewing.

ELIGIBILITY: It is understood that those rules which govern the borrowing of all other library materials, also apply to audiovisual materials.

CIRCULATION OF AUDIOVISUAL MATERIALS: Audiovisual materials shall circulate for one (1) week, with renewals allowed. Renewal may be made by telephone or by the online public access catalog.

AUDIOVISUAL MATERIALS BORROWER RESPONSIBILITY: Borrowers are held responsible for the safe return of video materials and for the cost of repair or replacement, should the materials be lost or damaged.

COPYRIGHT LAW: All audiovisual materials in the library's circulating collection are protected by the copyright laws of the United States, which must be strictly observed. The materials are available for private home use only, unless otherwise indicated.

RETURNING MATERIALS: Regular circulating materials may be returned to any branch in the system. Book drops may be used for book materials, but due to the likelihood of damage to the material, not for any audiovisual items. Such materials must be returned inside the library during the open hours.

AUDIOVISUAL EQUIPMENT: In addition to the materials described above, the Library has procured and installed various audiovisual equipment. These items do not circulate but are available for use within the library for library-sponsored programs or for programs presented by groups who are registered to use the meeting/conference room and have a signed designee to accept responsibility for their use. In-library use of these items is also available to individuals, at the discretion of the Branch Manager.

FINES AND FEES

FINES: Overdue materials are not charged a daily fine. Following a 10-day grace period past due date, the patron's account is blocked from further renewals, checkouts, and access to online resources. After 28 days past the due date, overdue items are considered lost and the patron is billed for replacement value. When overdue items are returned, replaced, or paid, all blocks are resolved and lost item fees removed from the patron's account.

REPLACEMENT FEES: A replacement fee is charged when library materials are lost or damaged to the extent that they can no longer be used. This fee covers the current purchase price of the same or a similar item. Replacement of lost or damaged material is acceptable, at the discretion of the Branch Manager. Replacement cost is to be taken from a current ordering source, catalog, listing, etc. If the material is no longer available for purchase, replacement charges will be based on comparable materials.

SECTION 3 – USE OF LIBRARY FACILITIES

MULTI-PURPOSE ROOMS

WHO MAY USE: Library facilities are open to programs sponsored or co-sponsored by the Library, to federal, state, and Monroe county governmental agencies, and to public meetings held by groups headquartered in Monroe County which are civic, cultural, educational, or charitable in nature. Such use does not imply Library endorsement of the aims, policies, or activities of any group. Application for the use of any meeting room will be made with the respective Branch concerned. However, final authority for use of space will rest with the Director of Libraries.

HOW FACILITIES MAY BE USED: The following regulations apply to all programs scheduled in Library facilities:

- All programs must be free of charge and open to the public as space permits. No collections may be taken or sales made, except as approved by the Director of Libraries. Library facilities shall not be used for personal or private profit, promotion, or advertising.

- Maximum occupancy limits will be monitored and enforced by library staff. Meetings exceeding maximum occupancy must reduce attendees in the room, move to a larger room (if available), or conclude the meeting.

- Press and media notices of the meeting may not include the library's phone number or email address as contact information. These notices may not imply library sponsorship of the meeting.

- Sponsors may be required to execute a "hold-harmless" agreement and/or furnish appropriate insurance naming Monroe County as additional insured for certain types of programs, in compliance with the "Use of County Property" policy and procedures.

- Monroe County government agencies take preference over outside groups when scheduling the use of meeting rooms. Once an outside group has booked the room, however, every effort shall be made to avoid a forced cancellation in favor of the County agency.

- Refreshments may be served only by permission and special arrangement. Smoking and alcoholic beverages are prohibited. Organizations may not store materials or refreshments in the libraries for future meetings or events.

- Meeting and conference rooms are available during the library's scheduled hours of operation and must conclude by closing time. Rare exceptions may be granted by the Director of Libraries or designee.

- The Library reserves the right to cancel or reschedule any program or exhibit when necessary. This may happen due to a weather event, unscheduled maintenance, lack of interest, absence of talent, or power/water failure.

WHAT IS OR NOT PROVIDED: Maintenance and security staff are not available for meetings. Organizations using the meeting room are responsible for arrangement of furniture before their meeting as well as rearranging and cleaning of the meeting room at the conclusion of the meeting. Monroe County governmental agencies are responsible for making their own arrangement with the Public Works Department to restore the meeting room to its original condition within a reasonable amount of time following the meeting. The audiovisual equipment owned by the Monroe County Public Library may be used within the library facilities, with a signed designee of the group to accept responsibility but may not be loaned to leave the facilities.

PROCESS TO RESERVE: Rooms may be booked up to three (3) months in advance, on a first come/first served basis. Phone, visit, or email the Library Branch Manager for availability and reservation form. If available, community and civic organizations may reserve library meeting rooms for a maximum of two successive days.

DISPLAY FACILITIES

STATEMENT: The Monroe County Public Library provides display facilities where available and whenever possible. These facilities may include locked glass display cases, limited bulletin board space, and limited wall space. The Library provides display space as a means of attracting community attention and promoting the Library, its materials, collections, and services. Groups, organizations, assemblies, collectors, specialists, institutions, industries, and individuals may use these facilities for displays of educational, cultural, or recreational interest. However, use of these facilities does not imply library endorsement of the display or of the aims, policies, or activities of the sponsoring agent. All exhibitors must complete an Application for the Use of Library Display Facilities for approval by the Branch Manager.

PRIORITY: Displays sponsored or co-sponsored by the library have first priority for use of display facilities.

POLICY: Before a display is accepted, it must be previewed by the Branch Manager or a designated representative for originality, professional quality (where appropriate), and condition. Items suitable for hanging must be properly outfitted with the necessary hardware. Temporary art displays and/or collections will be subject to the same criteria as permanent collections.

PRICES: No sale prices may be visible on the displayed objects. A list of persons participating in the display, and their local phone numbers, may be made available to inquiring patrons. Prices are not to be quoted verbally, and under no circumstances may staff accept money for the sale of any display item.

INSURANCE: If insurance is desired, it must be obtained by the individual or group responsible for a given display. The Library has no responsibility to provide liability coverage of any kind – including fire, theft, or vandalism. In those rare instances where the Library may itself solicit or sponsor a display, it may also provide insurance, but is not under obligation to do so.

TRANSPORTATION: Individuals or the official representative of the displaying groups are responsible for transporting the display, arranging it, and removing it at the end of its allotted schedule. Individual items within a display may not be withdrawn prior to the conclusion of the display time and removal of the entire display may not be done without permission of the Branch Manager.

RESPONSIBILITY: The Library shall not be held responsible for loss or damage to exhibits, special equipment, or any other materials owned by an individual or group and displayed or used in such a display in the Library.

DISPLAY CASES: The time limits for displaying in display cases are determined by mutual agreement between the Branch Manager and the displaying individual or group. A 30-day time limit is recommended. The glass cases may be reserved: when this is done, the dates agreed on should be adhered to strictly.

AGREEMENT: Individuals or the official representative of the displaying group will sign a statement indicating their understanding of the above and concurrence with it. The Branch Manager will sign the agreement to indicate approval of the display on behalf of the library.

AUTHORITY: The Branch Manager or a designated representative has the authority to accept or reject a display based on the stated policy. Appeals to the decision must be made in writing to the Director of Libraries.

APPLICATION FOR DISPLAY: The Branch Manager or designee provides the Application for the Use of the Display Facilities. Applications should be filled as early in advance of installation as scheduling requires, up to one year in advance. The Branch Manager shall maintain a calendar of these bookings and a two-year file of the applications.

POSTERS AND FLIERS: Libraries having space available are encouraged to have a library bulletin board and a community bulletin board for displaying items of community interest. Where only one bulletin board is feasible, library material will have priority. Commercial advertisements are not accepted for the bulletin boards. The Library does understand for some community activities, such as recreational programs or adult educational programs, a fee is required. The Library will post fliers for such events if they meet the other requirements.

All items for the bulletin board must be approved by the Branch Manager; no formal application is required. Fliers and/or posters from recognized educational facilities will be accepted and displayed as space is available.

Display of fliers or posters for events, other than Library-sponsored ones, on the bulletin board does not imply Library endorsement of the aims, policies, or activities of the event or the sponsoring agent.

SECTION 4 – NETWORK AND COMPUTER EQUIPMENT USE

STATEMENT: To meet the needs of the residents of Monroe County and in response to advances in communications technology, the Monroe County Public Library endeavors to develop collections, resources, and services that meet the cultural, informational, lifestyle, and educational needs of Monroe County's diverse, multicultural community.

The Monroe County Public Library does not monitor and has no control over the information infrastructure accessed through the internet and cannot be held responsible for its content. As with other library materials, restriction of a child's access to the internet is the responsibility of the parent or caregiver. All users of the internet, as well as other library resources, should use judgment in evaluating the value and accuracy of information found.

SECTION 5 – LIBRARY MATERIALS

MATERIALS SELECTION

STATEMENT: This policy for the selection of books and all other library materials (including internet access and other electronic media) for the use of the public has been developed as a flexible guide for all those concerned with the selection process for the Monroe County Library System. It is intended as a broad guide and not as a procedure manual.

POLICY ON LIBRARY MATERIALS SELECTION: The Monroe County Public Library system honors our citizens with widely diverse interests, backgrounds, and needs. They further recognize the library was created to serve all the people within the Monroe County Library's service area, regardless of race, age, lifestyle, creed, or political persuasion, and therefore declare as a matter of library materials selection policy that:

- Library material selection is and shall be vested in the Director of Libraries of the Monroe County Public Library, and, under the Director of Libraries' direction, qualified members of the professional staff. Any such material or internet access selection shall be held to be selected by the Library.

- Selection of library material is based on its value to members of the community. No library material access shall be excluded because of race, nationality, or the political or social views of the author or others contributing to their creation. The Library must be responsible to public suggestion of items and subjects to be included in the library collection.

- The Monroe County Public Library believes that censorship is a purely individual matter and declares that while an individual is free to reject books and other information sources of which he or she does not approve, the individual cannot exercise this right of censorship to restrict the freedom of others to read, view, or hear. Parents have the responsibility to guide and direct the reading, viewing, and listening of their own minor children. The Library does not stand *in loco parentis*.

- Library staff defends the principles of the freedom to read, view, or hear and declares all materials selected under this policy are considered constitutionally protected until they are determined unprotected by jurisdictional action.

SELECTION STANDARDS: While all staff members, as well as the general public, may recommend materials to be considered for purchase, all recommendations are channeled through regular processes and considered in the light of regular selection standards. To build collections of merit

and significance, materials will be considered according to objective guidelines. All acquisitions, whether purchased or donated, are considered in terms of the following standards:

- Suitability of physical form for library use.
- Suitability of subject and style for intended audience.
- Present and potential relevance to community needs.
- Appropriateness and effectiveness of medium to content.
- Insight into human and social conditions.
- Importance as a document of the times.
- Relation to existing collection and other material on subject.
- Reputation to existing collection and other material on subject.
- Skill, competence, and purpose of the author.
- Attention of critics, reviewers, and public.

Library materials will not be marked or identified to show approval or disapproval of the contents, and no material will be sequestered except for the purpose of protecting it from injury or theft.

LIMITATION IN SELECTION: As the Library is limited in its selection of materials by its financial resources and available space, certain limitations are necessary; e.g., in the fields of law and medicine, only the more general works of community interest and use are selected; in the field of religion, a representative collection of beliefs and practices of the world's principal faiths and religions is maintained—purely devotional materials are not generally selected for inclusion. In all areas, selection is based on the merits of the work as well as serving the needs and interests of the community.

The Library acknowledges a particular interest in local and state history. It therefore takes a broad view of works by and about Florida and Florida Keys authors, as well as general works related to the State of Florida and the Florida Keys but is not obligated to add these materials to the collection.

CHILDREN'S MATERIALS: The Library is deeply committed to the conviction that a public library should provide all children with the freedom to select books and materials without being limited to an artificial grouping by age or grade level. The Library will not restrict children's access to available materials, and bears no responsibility for a child's selection of such. Supervision of children's selection and use of materials rests with their parents or caregivers. Library selection of adult materials for its collection will not be inhibited by the possibility that such materials may come into the possession of children.

GIFT MATERIALS

The library system welcomes the donation of books and other library materials from individuals, corporations, and other sources. Such gifts are accepted only with the understanding that they may be retained, relocated, or discarded at the discretion of the library staff. Such gifts as are retained cannot normally be given special housing but will be integrated into the general library collection. If the donor insists that it be retained in a special outlet or that its use be restricted in any way, these materials may not be accepted until clearance is received from the Director of Libraries.

The same standards of selection are applied to gift materials as to materials purchased from library funds. Replacement and duplicate copies are added to the collection if needed. The costs of processing and the availability of shelving space are also factors in determining the acceptance of gifts. Gifts which do not meet the Library's standards for the collection may be placed in the Friends of the Library book sale.

Unneeded duplicate copies may be placed in the book sale or given to another branch where they are not yet in the collection. The Library does not provide valuations of gifts for tax deductions or other purposes.

Choice of memorial books or other materials may be left to the library staff, or the donor may indicate a particular book or subject desired. Often the library selection will reflect the special interests of the person being commemorated.

Memorial materials are shelved with the regular collection, according to subject classification, so that they will be available and useful to persons seeking materials on a particular subject. Book plates will be placed in each item if requested by the donor.

WITHDRAWN MATERIALS

Outdated, seldom used, or shabby items can weaken a collection as surely as insufficient acquisitions. Weeding the collection and selection of items for discard are the ultimate responsibilities of the Director of Libraries or designee, but each manager is regularly responsible for the upkeep of his/her branch collection. Continuous appraisal of the collection is as essential as their initial selection for the library. In general, the same criteria apply to weeding as are used in the selection of new materials and are largely based on the following consideration:

- Materials which contain outdated or inaccurate information
- Superseded editions
- Worn or damaged items

- Seldom used titles
- Availability of the material elsewhere in the system collection and/or convenient access to the material through the interlibrary loan system.

REPLACEMENT OF MATERIALS: The Library will not automatically replace materials withdrawn because of loss, damage, or wear. The same criteria that apply in original selection will apply to replacement with particular attention given to the following:

- Continued value of the title
- Demand for the title
- Extent of adequate coverage of the field in the existing collection
- Availability of newer or better material in the field
- Number of copies in the unit and/or system
- Availability of the item in another format and/or through the interlibrary loan system

DEACCESSIONING MATERIALS: Materials which are replaced, outdated, obsolete, beyond their useful service life or which are no longer needed as determined by library professionals may be offered for sale or donation to other governmental units or, if no other governmental unit desires the materials, to a non-profit agency as defined in Florida Statute 273.01(3). The cost of transferring the property shall be paid by the governmental unit or the private nonprofit agency purchasing or receiving the donation of surplus property. If the materials are offered for sale or donation and no other governmental unit or non-profit agency expresses an interest in the materials, the value of which the Director of Libraries determines to be $5,001 or higher, shall be sold by public auction to the highest responsible bidder, after publication of notice not less than 1 week nor more than 2 weeks prior to sale in a newspaper having general circulation in Monroe County. Materials, the value of which is known to be or the director determines to be under $5,000, or materials which have been offered for sale at public auction and which have received no bids may be disposed of in the most efficient and cost effective means available.

FREE PUBLICATIONS

Materials produced by the Library or other local, state, or federal governmental agencies will be distributed in the library as space allows. The Library will make every effort to make available current County-generated publications but it cannot be considered a depository for such materials. Materials promoting general awareness of local non-profit organizations, educational institutions, and recognized community groups will be displayed as space allows, with the approval of the Branch Manager or designee.

SECTION 6—FLORIDA KEYS HISTORY CENTER ARCHIVES

Monroe County Public Library provides its customers with access to most of the original items in its Florida History archival collections. Library staff, however, reserves the right to restrict handling or copying of materials which may jeopardize the records' continued preservation.

Customers may duplicate archival materials using their own digital capture or photographic equipment onsite, subject to handling restrictions above. Some archival material may also be available in digital format. Downloads of low-resolution, archival images, or audio files from the library's websites are available free of charge.

Monroe County does not hold copyright over the original images in the archival collections. Responsibility for identifying and satisfying any copyright claims to the original images must be assumed by those wishing to reproduce the images.

For researchers unable to visit the archives, basic look-up and copying services (such as obituaries and city directory listings) are provided when time and resources permit. Shipping costs are the responsibility of the customer. Materials from the Library archives will not be loaned to customers for the purpose of outside copying.

SECTION 7 – PROGRAMMING

Programs at the Monroe County Library support our strategic plan, bolster our collection of materials, and provide access to public services, resources, and facilities, while supporting eligibility for state and federal funding, and expanding the community visibility of the library system. A wide-ranging offering of programs for all demographics fosters the Library System's presence as a cultural and educational center and provides a "third space" for the Florida Keys community. Programs may serve the educational, informational, recreational, and social needs of citizens while reflecting engagement with a diverse population and promoting both a sense of community and usage of the Library.

Final authority for programming at all library branches rests with the Director of Libraries or designated staff. The Library's professional and paraprofessional staff use the following criteria in making decisions about program topics, speakers, and accompanying resources:

- Availability of space
- Budgetary concerns
- Relevance to community needs and interests, including historical or educational significance
- Presenter's background and expertise in a content area and the treatment of content for intended audience
- Presentation quality
- Performers for children and teens must have previous experience performing for young audiences, be age appropriate, and register as a vendor with the County of Monroe.

In addition, the Library draws upon other community resources in developing programs and actively partners with non-profit organizations, government agencies and other educational and cultural institutions to develop and present co-sponsored public programs. Professional performers and presenters that reflect specialized or unique expertise may be hired for Library programs as a vendor with the County of Monroe or through agreement with a library branch's individual Friends of the Library organization.

Library sponsorship of a program does not constitute an endorsement of the content or views expressed by presenters or participants in the audience. Library programs are free and open to the public. The library reserves the right to cancel a scheduled program or to not schedule a program. Programs may be cancelled for a variety of reasons including a weather event, unscheduled maintenance, lack of interest, absence of talent, or power/water failure. Cancelled programs are not necessarily rescheduled. The library does not offer programs that are purely commercial or self-promotional.

SECTION 8 – GIFTS AND DONATIONS POLICY

POLICY: Donations to the Monroe County Public Library System will generally be accepted only when there are no conditions imposed by the donor with regards to use, location, rebinding, or disposal.

RESTRICTIONS: Should a donor wish to place restrictions on a gift, all details about that specific gift and the restrictions shall be referred to the Director of Libraries for a determination as to its acceptability.

PLAQUES: In accordance with the Board of County Commissioners' direction on 22 April 1992, permitting the presentation of plaques, the Library has limited the size of interior plaques in the Monroe County Public Library facilities to 8 ½" x 18". All such presentations must be referred to the Director of Libraries for written approval prior to formal acceptance by the Library.

GIFTS AND CASH DONATIONS: Any donated gifts purchased for the Monroe County Public Library System, or cash donations given to the library for any purpose other than the purchase of library materials, with a value equal to, or more than $500.00, must be presented to and approved by the Director of Libraries prior to formal acceptance of the specified purchased gift or cash donation by the Monroe County Public Library System. The donor should first approach the Manager of the Library concerned, who will discuss the offer with the Director of Libraries to determine need and feasibility, as well as any maintenance or other possible long-term obligations that may be incurred by acceptance of the offer. The Director then approaches the County Administrator for approval and reports back to the Manager and the gift giver for implementation. Such approval is also required for any gift project affecting the library structure or grounds. Cash donations of this nature, that have no undue restrictions placed on them, may be accepted conditionally prior to this formal acceptance procedure.

This procedure is in keeping with the Monroe County protocol for handling unanticipated funds, including grant moneys, which can be formally accepted only upon approval by the County Attorney and the Board of County Commissioners.

ARTWORK: Any offering to the library of non-library material, such as framed art, sculpture, etc., for permanent display as library property, will be approved by the Director of Libraries prior to its acceptance. Both original works of art and reproductions may be chosen. Care will be used to select items of special interest to the community. The following general criteria will be considered in the selection of all items of this type:

- Artistic merit of the original work of art.
- Artistic reputation of the artist.
- Importance of the artist historically, or in the contemporary or local scene.
- The contribution the item will make to the institution.
- The suitability of the item for general viewing.

SECTION 9 – VOLUNTEERS AND FRIENDS GROUPS

FRIENDS ORGANIZATIONS AND ACTIVITIES

Members of the Friends of the Library provide invaluable assistance with fundraising and advocacy. Their interest, volunteer time, and support contribute significantly to responsive public service and library development for the people of Monroe County.

Friends of the Library are non-profit groups organized on the local level and governed according to specific organizational by-laws. Local Friends groups represent their communities and the entire Monroe County Library system by serving as support groups to the Library branches, Director of Libraries, and Library Managers.

As representatives of the Monroe County System, all Friends activities should be in accordance with the policies and procedures of the library system, follow the terms of their MOU with the BOCC, and follow local, state, and national public library laws. Activities should also conform to any state regulations administered through the Division of Library and Information Services, Florida Department of State.

LIBRARY VOLUNTEERS AND ACTIVITIES

Library volunteers generously contribute to our vitality while fostering investment in our communities. To uphold accountability and public safety, library volunteers are required to satisfy conditions of Monroe County Administrative Instruction no. 4715.4 and its revisions.

Exemptions to the Administrative Instruction include, but are not limited to:

- Back-office duties, such as book-mending, document scanning, and furniture refinishing.
- Grounds-keeping, such as watering, raking, graffiti removal, and litter collection.
- Middle School and High School students fulfilling class/school community involvement requirements may volunteer by approval of the Assistant Director— Public Services.
- Friends of the Library volunteers participating in Friends events, such as author lectures, book sales, and book donation sorting.

Under no conditions are volunteers allowed to access federally protected patron information, act in the capacity of a librarian, nor be within a library public area without a badge identifying them as a volunteer.

Monroe County Public Library Policy Revision Report

This report details significant changes in the proposed Library Policy. While the red-lined comparison document specifies all changes (such as formatting, placement, updated terminology) this report details the key revisions for the convenience of reviewers.

1. Removal of Advisory Board:

- **Previous Version:** Included Section 1 explicitly detailing the existence and responsibilities of the Monroe County Public Library Advisory Board.
- **Revised Version:** Removes section and subsequent references to the Advisory Board, reflecting dissolution as per revised county ordinance.

2. Changes to Age Guidelines for Unattended Children:

- **Previous Version:** Required supervision for children aged 7 and younger.
- **Revised Version:** Increased supervision requirement to children younger than 10 years.

3. Removal of Reconsideration of Library Materials Section:

- **Previous Version:** Included a process for patrons to request reconsideration of library materials culminating with (now dissolved) Advisory Board review.
- **Revised Version:** Removes this reconsideration section. Patron concerns about materials selection are now via a Patron Feedback form referenced in revised Customer Service Policy.

4. Introduction of New Programming Section:

- **Previous Version:** Did not have a standalone programming policy.
- **Revised Version:** Adds detailed Section 7 outlining criteria for developing, scheduling, and managing library programming, clearly specifying the authority of the Director of Libraries or designated staff.

Additional Content Changes:

- **Addition of Vulnerable Adults:** Explicitly includes guidelines and responsibilities related to unattended vulnerable adults.
- **Test Proctoring and Notary Services:** Clearly specifies the library does not provide these services.
- **Filming and Audiorecording Policy:** New detailed guidelines emphasizing compliance with safety and privacy regulations.
- **Library Cards and Borrowing:** Clarifies types of library cards (Full Access, Limited Access, and Digital Cards), along with associated eligibility and privileges.
- **Fines and Fees:** Simplifies the description of overdue and replacement fees.
- **Appendices removed:** Appendices are removed due to their frequent updates and revisions. Current forms will be available online and at all Library service desks.

Monroe County Public Library
Policy Manual

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~~MONROE COUNTY PUBLIC~~

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SECTION 1--MONROE COUNTY LIBRARY SERVICE POLICY

The Monroe County Public Library system strives to offer excellent library service to all. While quality of library collections and facilities is important, a consistently high degree of service to the public is the core of the Library's mission.

Library users are entitled to courteous, knowledgeable, and helpful service from well-trained staff. This Public Library Service Policy affirms our guarantee to library users. All other library policies should be interpreted ~~in light of~~considering the following principles.

1. Library users are provided the same quality of service without discrimination, regardless of any criteria. Users' needs and requests are considered with equal importance and respect.
2. Library users are the most important aspect of our work. This means serving a library user takes precedence over any managerial or clerical function.
3. Judgment calls are always made in the library user's favor. Library staff will never be disciplined for errors made in good faith pursuant to this policy.
4. Library users requesting assistance via telephone, ~~fax~~email, and ~~internet~~chat receive the same level of service as walk-in users.
5. When a staff member is unable to ~~comply with~~fulfill a library user's request, every attempt is made to offer an alternative.
6. Library policies exist to ensure equitable service and access to library resources. Therefore, all staff members are familiar with library policies and ~~are able to~~can articulate the rationale behind them.

~~(09/20/2000)~~

7. Library branches offer feedback forms at every service desk to address user concerns. Whether a facilities issue (e.g., parking, temperature) or of an operational nature, such as programs, hours open, or materials selection, library staff will respond in a respectful and prompt manner.
8. Library staff adhere to the strong ethical standards of the profession. These standards include patron confidentiality, the freedom to read, and intellectual property rights.

PUBLIC ACCESS TO POLICY ~~MATERIALS~~

A complete and up-to-date copy of these policies, along with the Monroe County Personnel Policies and Procedures Manual and the Monroe County Safety Policies and Procedures Manual, will be kept available for convenient public access at each branch of the Monroe County Public Library~~.~~ and via the library website. The Monroe County Public Library System is a Department of the Monroe County

Government, under the jurisdiction of the Board of County Commissioners and the County Administrator.

~~PREAMBLE~~

~~CODE OF ETHICS; the Library provides the highest level of service through appropriate and usefully organized resources; equitable service policies; equitable access; and accurate, unbiased, and courteous responses to all requests.~~

~~We uphold the principles of intellectual freedom and resist all efforts to censor library resources.~~

~~We protect each library user's right to privacy and confidentiality with respect to information sought or received and resources consulted, borrowed, acquired or transmitted.~~

~~We recognize and respect intellectual property rights.~~

~~We treat co-workers and other colleagues with respect, fairness and good faith, and advocate conditions of employment that safeguard the rights and welfare of all employees of our institutions.~~

~~We do not advance private interests at the expense of library users, colleagues, or our employing institutions.~~

~~We distinguish between our personal convictions and professional duties and do not allow our personal beliefs to interfere with fair representation of the aims of our institutions or the provision of access to their information resources.~~

~~We strive for excellence in the profession by maintaining and enhancing our own knowledge and skills, by encouraging the professional of co-workers, and by fostering the aspirations of potential members of the profession.~~

~~*From the American Library Association Code of Ethics, Adopted by the ALA Council June 28, 1995.*~~

~~SECTION 1 – LIBRARY BOARD~~

~~1.01 LEGAL ESTABLISHMENT OF LIBRARY BOARD~~

~~The Monroe County Public Library Advisory Board is established, governed, and maintained in accordance with Monroe County Ordinance 6-1981 and its revisions.~~

SECTION 2 – GUIDELINES FOR PATRONS

LIBRARY HOURS OF OPERATION

The Monroe County Public Library maintains regular hours of operation as posted on the library website and physical doors. In accordance with national and state requirements, the libraries are open a minimum of 40 hours per week. Operating hours may change in response to customer needs, emergency actions, and other extenuating circumstances.

Libraries are closed on Sundays and ~~on the~~ BOCC approved holidays in accordance with Monroe County Personnel Policy. In addition to ~~the above~~ designated holidays the ~~board of commissioners, in its sole discretion,~~ BOCC may grant other special holidays during the ~~course of a~~ year to ~~some, or all,~~ County employees.

POWER FAILURES AND WATER DISRUPTIONS

All library occupants, except for staff, will vacate library premises in the event of a power failure or water disruption. Users may return when utilities are restored.

TEST PROCTORING & NOTARY SERVICES

Test proctoring and notary services are not provided by library staff while on duty.

RULES GOVERNING ~~THE USE OF THE~~ LIBRARY USE

The Library has the responsibility to maintain each of its facilities in a clean, pleasant, and safe manner. Every individual has the right to use the Library undisturbed and every library employee has the right to work without undue interference. To guarantee these rights, rules of conduct have been outlined in Monroe County Code~~, Article IV, Sec. 10-51 and 10-52 (See **APPENDIX H** and **APPENDIX I**),~~ which apply to behavior on the premises of all Library property. These rules will be posted in English and in Spanish~~,~~ in all County Libraries. ~~In addition to the rules of conduct listed therein, patrons are to be reminded of the following:~~

~~Smoking, eating,~~This code states:

Each branch of the county public library is designated a limited public forum that must be managed to foster an atmosphere conducive to every library patron's constitutionally protected interest in receiving and ~~drinking~~reading written communications.

To best protect the constitutional rights of library users, the following rules of conduct for library patrons are adopted for all county public libraries:

(1) Library patrons must be engaged in activities associated with the use of a public library while in the building. Library patrons not engaged in reading, studying, using library materials/equipment, accessing WIFI, or attending scheduled on-site programs, must leave the building.

(2) Library patrons shall not be intoxicated while in the building.

(3) While in the Library, patrons shall not solicit money, panhandle, fundraise or request donations from other persons.

(4) The library restrooms are for the temporary convenience of library patrons. Library patrons shall not use the restrooms for shaving, washing clothes or bathing.

(5) Adults are permitted in ~~the Library.~~ children's areas of library branches only when accompanied by a child or when the unaccompanied adult needs to retrieve materials from the youth services area collections, is touring the facility, or is consulting with a youth services staff member. When not accompanied by a child, adults will review youth materials in adult areas of the libraries.

(6) Library patrons must not harass or annoy others through noisy or boisterous activities, by staring at another person with the intent to annoy that person, by following another person about the building with the intent to annoy that person, by playing audio equipment so that others can hear it, by singing or talking to others or talking in monologues, or by behaving in a manner that reasonably can be expected to disturb other library patrons.

(7) Library patrons must not interfere with the use of the library by other patrons or interfere with library staff in the performance of their duties.

(8) Library patrons may not enter the building without a shirt or other covering of their upper bodies or without footwear. Library patrons whose bodily hygiene is offensive to constitute a nuisance to other persons must leave the building.

A library patron who violates the library rules of conduct will be cautioned of the violation and asked to correct their behavior. If the behavior continues, the violator will be asked to leave the building by the library supervisor on duty. A violator who refuses to leave the building after being so requested commits the offense of trespass in a structure (Florida Statutes § 810.08), and the library supervisor will then contact local law enforcement for assistance.

In addition to the rules of conduct listed above, patrons are reminded of the following:

- Smoking, including vapes, is not permitted in the Library. Eating is not permitted, except in designated areas or for Library programs. Drinks must have a lid or cap.
- Alcohol is not permitted on the premises.

- Sleeping and~~/or~~ loitering are not permitted on the premises. ~~Pre-school aged children~~
- Children under ten and vulnerable adults are not to be left unattended.
- Feet are to be kept off tables and chairs.

Bed rolls~~, back packs,~~ and large parcels exceeding the size of typical airline carry-on luggage are not permitted in the ~~materials collection areas.~~

~~2.01 OBTAINING A LIBRARY CARD AND BORROWING MATERIALS~~

~~A. LIBRARY CARDS.~~

- ~~Library cards~~library. Personal belongings may not be ~~used at all County libraries and are available at no cost to residents of Monroe County~~left unattended.

UNATTENDED CHILDREN AND VULNERABLE ADULTS

STATEMENT: To maintain normal library operations and ensure safety of children and vulnerable adults, the Monroe County Public Library system has established the following rules.

CHILDREN YOUNGER THAN 10 YEARS: Children younger than ten (10) years shall always be attended and adequately supervised by a responsible caregiver. If a child is left unattended, the staff on duty shall attempt to locate the parent or caregiver.

CHILDREN

~~ADULT~~TEN AND OLDER: Children aged ten (10) and older may use the library unattended provided their behavior meets the Library's rules of conduct and supervision or caregiver support is not needed. If children aged 10 or older fail or refuse to follow these rules, the Library may require a responsible adult accompany and supervise them during future visits.

VULNERABLE ADULTS: Vulnerable adults who require physical or behavioral support or are unable to understand and follow the Library's rules of conduct shall always be attended and adequately supervised by a responsible caregiver.

RESPONSIBILITY: The Monroe County Public Library system assumes no custodial responsibility for children and vulnerable adults left unattended on library premises. Library staff will attempt to contact a parent or caregiver when:

- the health or safety of an unattended child or vulnerable adult is of concern;
- the behavior of an unattended child or vulnerable adult is a disturbance to staff or other Library patrons;
- the Library is closing and the unattended child or vulnerable adult requires assistance with transportation.

If a parent or caregiver cannot be reached, Library staff will contact law enforcement officials to assume control of the situation involving the unattended child or vulnerable adult.

FILMING AND AUDIORECORDING

As a limited public forum, filming, photography, and audio-recording are allowed within the libraries when they do not interfere with our services to the public and adhere to the County Code of Conduct.

Library staff may end a recording session that seems to compromise public safety or security, including hampering ADA access and blocking fire exits with equipment or personnel. Library staff may film or photograph events for promotional, grant compliance, and financial/auditing purposes and will endeavor to conceal participants' identities or obtain permissions.

Videos and photos recorded by the library's security system are intended to further the physical security of the facility and to mitigate weaknesses. Videos from the security system are exempt from disclosure under Florida Statutes 281.301, allowing release by the County in the following circumstances:

1. By request of the property owner
2. In furtherance of the County's official duties
3. To another local, state or federal agency in furtherance of their official duties
4. Upon a showing of good cause before a court.

We do not provide video requests directly to citizens. All other video requests must be approved by legal counsel.

OBTAINING A LIBRARY CARD

FULL ACCESS CARDS. Library cards are free of charge to residents of the Monroe County and to persons who pay property taxes or license a business in Monroe County but reside elsewhere. Military personnel and family on active duty or retired in Monroe County are also eligible for a free resident card. Full access cards are renewable every 2 years.

To receive a free library card, applicants typically provide a valid Florida Driver's License or Florida ID card displaying their current Monroe County address. If these forms of identification are not available, or if the address is not current or local, an applicant may provide a valid, government-issued photo ID card with one of the following:

- Monroe County Property Tax Receipt or Business License
- Pay stub, IRS return or printed bank checks showing applicant's name and local address
- A current residential lease of at least 6 months
- Monroe County College, School, or Employer ID
- Current Monroe County Utility Bills
- Monroe County Voter's Registration Card
- Current Monroe County Vehicle or Vessel Registration

Library card holders agree to be responsible for materials borrowed and for all fees incurred for lost or damaged materials. Library registration and circulation records identifying individual readers are considered confidential, as described in Florida Statute 257.~~261 (See Statement of Confidentiality, Appendix F.)~~

~~1. RECIPROCITY AGREEMENT: The Monroe County Public Library System has an agreement with the Southeast Florida Library Information Network for reciprocal use of library cards and the ensuing borrowing privileges.~~

CHILDREN'S CARDS: Children who reside in Monroe County may be issued a library card upon request of parent/caregiver. If the child is twelve (12) or under years of age, a library card application form must be signed by a parent/caregiver, who will be held responsible for library materials borrowed, as well as for fees accrued on that card. The adult also accepts all responsibility for the selection of materials made by the child. Unaccompanied juveniles thirteen (13) or older may present a school ID or signed application form for issuance of a library card.

The Monroe County Public Library System does not act *in loco parentis*, i.e., in the place of a parent. Any restrictions placed on a child's use of the Library are the responsibility of the child's

parent/caregiver, and the Library is not responsible for enforcing such restrictions. All circulating materials, regardless of format, may be checked out to children upon compliance with required registration procedures.

~~EASY~~FULL ACCESS MEMBERSHIP CARD: ~~An Easy~~Individuals who are not Monroe County residents may pay a $30.00 annual non-refundable fee for a library card which entitles them to borrowing privileges equal to a full access card at all Monroe County Library branches.

LIMITED ACCESS CARD: A temporary 90-day limited access Library card is available to Monroe residents and long-term visitors who have picture ID but cannot provide local address verification. Patrons with this type of card may ~~use library Internet computers and have full access to all online databases and services. Easy Access cards also allow for the checkout of up to three~~ check out physical items~~. Up~~ to ~~three holds may be placed with Easy Access cards. Easy Access cards may be renewed in accordance with~~a maximum of three on their account.

LIMITED ACESS DIGITAL CARD: A temporary Library card is available to Monroe residents to begin the resident library ~~circulation procedures~~card application online. Patrons with this type of card may access online library services for 90 days until a full access card is obtained.

INSTITUTIONAL CARDS: Institutions located in Monroe County which offer services to persons who cannot take advantage of library service through the regular channels are eligible to register as Institutional Patrons. To do so, proof of the legal name and address of the institution is required. ~~Such proof consists of a letter placed on file with the Branch Manager, on the institution's letterhead, signed by the director or other authorized person, requesting institutional patron status, and stating that~~ The institution will be responsible for all activities associated with card use (damages, losses~~, penalties, fines~~, etc.)

~~2. NON-RESIDENTS: Individuals who are not Monroe County residents may pay a $30.00 annual non-refundable fee for a library card which entitles them to borrowing privileges at all Monroe County Library branches.~~

~~3. EXPIRATION OF LIBRARY CARDS: All library cards must be renewed every two years, including Institutional Patron cards, which require a new letter of request to be placed on file. There is no charge for card renewal upon its expiration.~~

LOST LIBRARY CARDS: Lost or stolen library cards should be reported immediately. Timely reporting of the loss prevents the library patron from being held responsible for materials checked out on ~~his/her~~the lost or stolen card. Some proof of identity must be presented when applying for a library card replacement. If there are any charges against the patron's record, they must be cleared before a replacement card can be issued.

LOSS OF PRIVILEGES: All rightful fees must be paid to maintain borrowing privileges. Failure to pay for lost/damaged materials, or a failure to return library materials may result in the loss of the patron's library borrowing privileges. It is the ~~Library's~~Library's practice to provide notification ~~of~~ and to bill for overdue materials, but failure to receive notification of overdue items or of fees accrued does not ~~abrogate~~negate the ~~patron's~~patron's obligation to return such materials or to pay such rightful fees.

BORROWING ~~LIBRARY~~ MATERIALS

CARD USAGE: All valid Monroe County Public Library cardholders are eligible to check ~~our~~out circulating items from any Monroe County Library location. If a customer's library card is not readily available, a valid I.D. may be presented for checkout of library materials. Library cards are only transferable when the cardholder has provided permission directly to the library. (Exception: a parent/caregiver who has signed as being responsible for a juvenile's card may use that card for borrowing library materials.) If a cardholder chooses to allow other persons to use their card, the cardholder remains responsible for all items checked out on that card, as well as for any fees or fines that may accrue ~~as a result~~because of that use.

READERS' RIGHT TO PRIVACY: Florida Statute 257.261 upholds patron registration and their circulation records as confidential and exempt from open records laws. Reaffirming the Library's concern for readers' rights of privacy, the Library will not disclose to anyone the names of~~,~~ or other information regarding~~,~~ readers and will not identify materials called for or examined by them. ~~(See **APPENDIX F: STATEMENT OF CONFIDENTIALITY.**)~~

RESERVING MATERIALS: If a patron wishes to obtain a book or item(s) not currently on the library's shelves but listed in the library catalog, a reserve request may be placed for the item(s). As the requested material becomes available, the patron will be notified. Materials not picked up by the given date will be made available to the next person on the reserve list~~,~~ or returned to the library shelves. Unless excluded due to susceptibility to damage in transit ~~susceptibility~~, all normally circulating materials at all branches are loanable throughout the system, regardless of the length of time the item has been in the lending library's possession. The requesting ~~agency~~branch is responsible for determining if demand necessitates purchasing an additional copy of the requested title.

~~INTER-LIBRARY~~INTERLIBRARY LOANS: Every effort is made, through an ~~inter-library~~ interlibrary loan network, to ~~obtain~~request materials ~~which are needed, but~~ not available in the Monroe County Public Library System. Replacement fees are set by the loaning library and are the responsibility of the reader.

MATERIALS AVAILABLE FOR LOAN: A valid library card entitles the patron to the full range of circulating library materials throughout the system's collection. These include, but are not limited to~~:~~

books, ~~periodicals,~~ video, and audio materials. Use of ~~any~~ available materials within the library building does not require a library card.

BORROWING LIMITS: Generally, there are no limits on the number of library materials checked out at any one time, except for Easy Access cards as defined above. There are, however, some materials that are limited to use in the library exclusively, such as reference materials. Additional limits may be set by a particular branch depending on availability of materials. Temporary limits may be placed on materials in high demand at a particular time, e.g., holiday materials or materials needed for school reports by ~~a number of~~several patrons at one time.

STANDARD LOAN PERIOD: The Library reserves the right to manage loan periods to meet urgent demands on the collection. It is the Library's right to recall materials after the first basic loan period. The standard loan periods are as follows:

- BOOKS, MAGAZINES, AUDIO: Two (2) weeks with five renewals if no other patron has requested these materials. A block will be placed on requested materials and their loan period cannot be renewed. Available materials may be renewed by telephone and/or by the on-line public access catalog.
- REFERENCE MATERIALS: In-library use only. Exceptions may be taken under consideration by the ~~Reference Librarian or the~~ Branch Manager, Lead Historian, or designees.

EXTENDED LOAN PERIOD: Patrons may be granted extended loan periods for special ~~need~~needs, or to cover times when they will be out of town. The individual library, at the discretion of the Branch Manager, will determine which books or materials it will lend for extended loans. (For example, books in heavy demand may be excluded.)

~~VIDEO~~AUDIOVISUAL MATERIALS BORROWING POLICY~~:~~

FREEDOM TO VIEW: The Monroe County Public Library system supports the American Library ~~Association~~Association's interpretation of the Bill of Rights, which affirms that librarians have a responsibility to ensure access for all, including children and young people, to ~~videotapes~~audiovisual materials and other nonprint formats, and to all materials and services that reflect diversity sufficient to meet their needs. As with books and other materials, the Library cannot act *in loco parentis*, but does acknowledge, support and encourage the exercise by parents of their responsibility to guide their own children's reading and viewing. ~~(See **APPENDIX C: FREE ACCESS TO LIBRAIES FOR MINOR,** and **APPENDIX D; ACCESS FOR CHILDREN AND YOUNG PEOPLE TO VIDEOTAPES AND OTHER NONPRINT FORMATS.**)~~

ELIGIBILITY: It is understood that those rules which govern the borrowing of all other library materials, also apply to ~~video~~audiovisual materials.

CIRCULATION OF ~~VIDEO~~AUDIOVISUAL MATERIALS: ~~Video~~Audiovisual materials shall circulate for one (1) week, with renewals allowed. Renewal may be made by telephone ~~and/~~or by the online public access catalog. ~~(See Sec. 2.03.B.3).~~

~~a. RETURNING VIDEO MATERIALS: Video materials may be returned to the library via the video return drop box. At locations where a Media Box is used, borrowers are encouraged to return their video items directly to the Box. The borrower is responsible for damages incurred as a~~

~~result of using the book drop for video return. In addition, a patron who uses the book drop for video return may forfeit video material borrowing privileges.~~

~~b. VIDEO~~AUDIOVISUAL MATERIALS BORROWER RESPONSIBILITY:

~~DAMAGES:~~ Borrowers are held responsible for the safe return of video materials and for the cost of repair or replacement, should the materials be lost or damaged. ~~Evidence of tampering with video material will result in the forfeiture of video borrowing privileges.~~

COPYRIGHT LAW: All ~~of the video~~audiovisual materials in the library's circulating collection are protected by the copyright laws of the United States, which must be strictly observed. The materials are available for private home use only, unless otherwise indicated.

~~I. RESTRICTIONS ON VIDEO USAGE: Admission fees are not permitted at any film, filmstrip, video, or DVD showing, nor may these materials be used for fundraising purposes.~~

RETURNING MATERIALS: Regular circulating materials may be returned to any branch in the system. Book drops may be used for book materials, but due to the likelihood of damage to the material, not for any ~~audio-visual items, including, but not limited to, audio cassettes, video materials, and CD's.~~audiovisual items. Such materials must be returned inside the library during the open hours.

~~AUDIOVISUAL~~AUDIOVISUAL EQUIPMENT: In addition to the materials described above, the Library has procured and installed various audiovisual equipment~~, such as film projectors, VCR's, TV's, overhead projectors and other types of equipment.~~. These items do not circulate~~,~~ but are available for use within the library for library-sponsored programs or for programs presented by groups who are registered to use the meeting/conference room and have a signed designee to accept responsibility for their use. In-library use of these items is also available to individuals, at the discretion of the Branch Manager.

~~SCHEDULE OF~~ FINES~~/~~ AND FEES

FINES: Overdue materials are not charged a daily fine. Following a 10-day grace period past due date, the patron's account is blocked from further renewals, checkouts, and access to ~~certain~~ online resources. After 28 days past the due date, overdue items are considered lost and the patron is billed for replacement value. When overdue items are returned, replaced, or paid, all blocks are resolved and lost item fees ~~waived~~removed from the patron's account.

~~B.~~ REPLACEMENT FEES: A replacement fee is charged when library materials are lost or damaged to the extent that they can no longer be used. This fee covers the current purchase price of the same or a similar item. ~~Alternative~~ Replacement of lost or damaged material is acceptable, at the discretion of the Branch Manager.

~~The fees to be charged for lost or damaged materials are determined as follows:~~

~~BOOKS: the cost of replacement of a work of fiction or non-fiction, whether adult or juvenile, is to be taken from a current ordering source, catalog, listing, etc. If the exact edition is no longer available in print, the cost of a comparable edition is charged, i.e., a hardcover book is to be replaced only by a hardcover, and a paperback only by a paperback. If the book is no longer available in any comparable edition, a flat fee system will be used, based on the most recent pricing information available.~~

~~NON-BOOK MATERIALS:~~ Replacement cost is to be taken from a current ordering source, catalog, listing, etc. If the material is no longer available for purchase, replacement charges will be based on comparable materials. ~~The total replacement cost for multiple sets is not to exceed the actual value of the set.~~

2.02 UNATTENDED CHILDREN:

A. STATEMENT: In order to prevent undue disruption of normal library activities, to provide for the general welfare of all persons using the library, and to provide for the general safety of children using the Monroe County Public Library system, the following rules and regulations shall be and are made a matter of policy at the Monroe County Public Library system.

B. RESPONIBILITY: The Monroe County Public Library system assumes no custodial responsibility for children left unattended on library premises.

C. CHILDREN FIVE YEARS OR YOUNGER: All children aged seven years or younger shall, at all times, be attended and adequately supervised by a responsible person,
e.g., an adult or a mature adolescent. If a child is left unattended, the staff on-duty shall attempt to identify and locate the parents or responsible adult.

1. IMPLEMENTATION OF POLICY:

a. When the parent is located, the Library policy on unattended children will be thoroughly explained.

b. If the parent is not found in the building, a staff member should stay with the child until the parent can be found.

c. If the parent has not been located within 20 minutes, or if the library is closing, a staff member shall call the police non-emergency number.

Under no circumstances shall a staff member take a child out of the building.

D. CHILDREN EIGHT AND OLDER: Children age eight (8) and older may use the library unattended, subject to rules and regulations promulgated by the Monroe County Public Library system concerning behavior and conduct.

E. DISRUPTIVE BEHAVIOR:

1. Children who are being disruptive will be asked by staff to correct their behavior.
2. If the parents refuse or are unable to control the child, the family will be asked to leave.
3. If the child over seven years of age is unattended and parents cannot be located within the building, a staff member will attempt to contact a parent.
4. Older, unattended children will be cautioned about their disturbance and advised the next time they will be asked to leave.
5. If the disruptive behavior continues, the child will be asked to leave. Staff will ensure the child leaves the building.

2.03 USE OF PERSONAL ELECTRICAL/ELECTRONIC EQUIPMENT

A. RESTRICTIONS: Personal electrical/electronic equipment may be used only in designated library areas, as determined by the Branch Manager.

SECTION 3 – USE OF LIBRARY FACILITIES

USE OF CONFERENCE AND MULTI-PURPOSE ROOM AND AUDIO-VISUAL EQUIPMENTROOMS

LIMITATIONS: Use ofWHO MAY USE: Library facilities isare open to programs sponsored or cosponsoredco-sponsored by the Library, to Monroe county, federal, and state, and Monroe county

governmental agencies, and to public meetings held by groups headquartered in Monroe County which are civic, cultural, educational, ~~intellectual,~~ or charitable in nature. Such use does not imply Library endorsement of the aims, policies, or activities of any group. Application for the use of any meeting room will be made with the respective Branch concerned. However, final authority for use of space will rest with the ~~Library~~ Director of Libraries.

~~REGULATIONS~~

HOW FACILITIES MAY BE USED: The following regulations apply to all programs scheduled in Library facilities:

- All programs must be free of charge and open to the public as space permits. No collections may be taken or sales made~~. Written exceptions may be submitted to~~, except as approved by the Director of Libraries~~ in advance for sales during author book signings, public performance or exhibits, or for non-profit agencies or groups to cover costs incurred for class supplies or speaker fees.~~. Library facilities shall not be used for personal or private profit, ~~aggrandizement~~promotion, or advertising.~~ (11/20/2012)~~

~~1. In case of exhibits, the Library shall not be held responsible for loss or damage, and any insurance arrangements will be THE RESPONSIBILITY OF THE EXHIBITOR. Exhibitors will be required to sign waiver forms and follow Display Policy.~~

- Maximum occupancy limits will be monitored and enforced by library staff. Meetings exceeding maximum occupancy must reduce attendees in the room, move to a larger room (if available), or conclude the meeting.

- Press and media notices of the meeting may not include the library's phone number or email address as contact information. These notices may not imply library sponsorship of the meeting.

- Sponsors may be required to execute a "hold-harmless" agreement and/or furnish appropriate insurance naming Monroe County as additional insured for certain types of programs, in compliance with the "Use of County Property" policy and procedures.

- Monroe County government agencies take preference over outside groups when scheduling the use of meeting rooms. Once an outside group has booked the room, however, every effort shall be made to avoid a forced cancellation in favor of the County agency.

- Refreshments may be served only by permission and special arrangement. Smoking and alcoholic beverages are prohibited. Organizations may not store materials or refreshments in the libraries for future meetings or events.

- Meeting and conference rooms are available during the library's scheduled hours of operation and must conclude by closing time. Rare exceptions may be granted by the Director of Libraries or designee.

~~2.~~ The Library reserves the right to cancel or reschedule any program or exhibit when necessary.

- ~~Meetings held in library facilities outside of library hours are subject~~ This may happen due to ~~the terms and fees of Monroe County's Policy~~a weather event, unscheduled maintenance, lack of ~~the Use~~interest, absence of ~~County Property~~talent, or power/water failure.

~~3.~~ WHAT IS OR NOT PROVIDED: Maintenance ~~employees~~and security staff are not available ~~to organizations at any time.~~ for meetings. Organizations using the meeting room are responsible for ~~any needed~~ arrangement of furniture before their meeting as well as rearranging and cleaning of the meeting room at the conclusion of the meeting. Monroe County governmental agencies are responsible for making their own arrangement with the Public Works Department ~~for such duties and are required~~ to restore the meeting room to its original condition within a reasonable amount of time following the meeting.

4. ~~Rooms may be booked up to six (6) months in advance, on a first come/first served basis. If available, community and civic organizations may reserve library meeting rooms for a maximum of two successive days. Organizations may not store materials in the libraries for future meetings or events.~~

The ~~audio visual~~audiovisual equipment owned by the Monroe County Public Library may be used within the library facilities, with a signed designee of the group to accept responsibility~~,~~ but may not be loaned to leave the facilities.

PROCESS TO RESERVE: Rooms may be booked up to three (3) months in advance, on a first come/first served basis. Phone, visit, or email the Library Branch Manager for availability and reservation form. If available, community and civic organizations may reserve library meeting rooms for a maximum of two successive days.

~~3.02 APPLICATION/REQUEST FOR USE OF MULTI-PURPOSE OR CONFERENCE ROOM OF THE MONROE COUNTY PUBLIC LIBRARY SYSTEM (See APPENDIX J)~~

DISPLAY FACILITIES

STATEMENT: The Monroe County Public Library provides display facilities where available and whenever possible. These facilities may include locked glass display cases, limited bulletin board space, and limited wall space. The Library provides display space as a means of attracting community attention and promoting the Library, its materials, collections, and services. Groups, organizations, assemblies, collectors, specialists, institutions, industries, and individuals may use these facilities for displays of educational, cultural, or recreational interest. However, use of these facilities does not imply library endorsement of the display or of the aims, policies, or activities of the sponsoring agent. All exhibitors must complete an Application for the Use of Library Display Facilities for approval by the Branch Manager.

A. ~~PRIORITY: FIRST PRIORITY FOR USE OF MONROE COUNTY LIBRARY DISPLAY FACILITIES IS RESERVED FOR THOSE DISPLAYS SPONSORED OR CO-SPONSORED BY THE LIBRARY.~~

PRIORITY: Displays sponsored or co-sponsored by the library have first priority for use of display facilities.

POLICY: Before a display is accepted, it must be previewed by the Branch Manager or a designated representative for originality, professional quality (where appropriate), and condition. Items suitable for hanging must be properly outfitted with the necessary hardware. Temporary art displays and/or collections will be subject to the same criteria as permanent collections. ~~(See SEC. 6.02.E.1.)~~

PRICES: No sale prices may be visible ~~WITH THE OBJECTS DISPLAYED~~on the displayed objects. A list of persons participating in the display, and their local phone numbers, may be made available to inquiring patrons. Prices are not to be quoted verbally, and under no circumstances may staff accept money for the sale of any display item.

INSURANCE: If insurance is desired, it must be obtained by the individual or group responsible for a given display. The Library has no responsibility to provide liability coverage of any kind – including fire, theft, or vandalism. In those rare instances where the Library may itself solicit or sponsor a display, it may also provide insurance, but is not under obligation to do so.

~~TRANSPORTTION~~TRANSPORTATION: Individuals or the official representative of the displaying groups are responsible for transporting the display, arranging it, and removing it at the end of its allotted schedule. Individual items within a display may not be withdrawn prior to the conclusion of the display time and removal of the entire display may not be done without permission of the Branch Manager.

RESPONSIBILITY: The Library shall not be held responsible for loss or damage to exhibits, special equipment, or any other materials owned by an individual or group and displayed or used in such a display in the Library.

~~GLASS~~DISPLAY CASES: The time limits for displaying in ~~the glass~~display cases are determined by mutual agreement between the Branch Manager and the displaying individual or group. A 30-day time limit is recommended. The glass cases may be reserved ~~in advance~~: when this is done, the dates agreed on should be adhered to strictly.

AGREEMENT: Individuals or the official representative of the displaying group will sign a statement indicating their understanding of the above and concurrence with it. The Branch Manager will sign the agreement to indicate approval of the display on behalf of the library.

~~B. TIME LIMIT: Time limits for displays are to be determined by mutual agreement between the Branch Manager and the displaying individual or group.~~

AUTHORITY: The Branch Manager or a designated representative has the authority to accept or reject a display based on the stated policy. Appeals to the decision must be made in writing to the ~~Library~~ Director of Libraries.

APPLICATION FOR DISPLAY: The Branch Manager or designee provides the Application for the Use of the Display Facilities. Applications should be filled as early in advance of installation as scheduling requires, up to one year in advance. The Branch Manager shall maintain a calendar of these bookings and a two-year file of the applications.

POSTERS AND FLIERS: Libraries having space available are encouraged to have a library bulletin board and a community bulletin board for displaying items of community interest. Where only one bulletin board is feasible, library material will have ~~first~~ priority. Commercial advertisements are not accepted for the bulletin boards. The Library does understand ~~that~~ for some community activities, such as recreational programs or adult educational programs, a fee is required. The Library will post fliers for such events if they meet the other requirements.

All items for the bulletin board must be approved by the Branch Manager; no formal application is required. Fliers and/or posters from recognized educational facilities will be accepted and displayed as space is available.

Display of fliers or posters for events, other than Library-sponsored ones, on the bulletin board does not imply Library endorsement of the aims, policies, or activities of the event or the sponsoring agent.

~~3.03 APPLICATION FOR THE USE OF DISPLAY FACILITIES (See APPENDIX K)~~

~~3.04 COLLECTING/SELLING ACTIVITIES~~

~~A. RESTRICTIONS: No employee of the Monroe County Public Library, while on official duty or on library premises, shall engage in collecting or selling activities for personal profit.~~

~~3.05 POWER FAILURE~~

~~A. POLICY: All library users, with the exception of staff, will vacate library premises in the event of a power failure. Users may return when power is restored.~~

SECTION 4 – ~~USE OF~~NETWORK AND COMPUTER EQUIPMENT USE

~~4.01 COMPUTER TECHNOLOGY~~

~~A.~~ STATEMENT: ~~In order~~ To meet the ~~changing~~ needs of the residents of Monroe County and in response to advances in communications technology, the Monroe County Public Library endeavors to develop collections, resources, and services that meet the cultural, informational, lifestyle, and educational needs of Monroe County's diverse, multicultural community.

The Monroe County Public Library does not monitor and has no control over the information infrastructure accessed through the internet and cannot be held responsible for its content. As with other library materials, restriction of a child's access to the internet is the responsibility of the parent~~/legal~~ or caregiver. All users of the internet, as well as other library resources, should use judgment in evaluating the value and accuracy of information found.

~~The Monroe County Public Library supports the American Library Association's Library Bill of Rights (for which see **APPENDIX A**) as well as the specific interpretations of that document concerning "Access to Electronic Information, Services, and Networks" (**APPENDIX E**) and "Access for Children and Young People to Videotapes and other Nonprint Formats" (**APPENDIX D**).~~

SECTION 5 – LIBRARY MATERIALS

MATERIALS SELECTION

STATEMENT: This policy for the selection of books and all other library materials (including internet access and other electronic media) for the use of the public has been developed as a flexible guide for all those concerned with the selection process for the Monroe County Library System. It is intended as a broad guide and not as a procedure manual.

POLICY ON LIBRARY MATERIALS SELECTION: The Monroe County Public Library system honors our citizens with widely ~~separate and~~ diverse interests, backgrounds, and needs. They further recognize the library was created to serve all ~~of~~ the people within the Monroe County Library's service area, regardless of race, age, lifestyle, creed, or political persuasion, and therefore declare as a matter of library materials selection policy that:

- Library material selection is and shall be vested in the ~~Library~~ Director of Libraries of the Monroe County Public Library, and, under the ~~Library Director's~~Director of Libraries' direction, qualified members of the professional staff. Any such material or internet access selection shall be held to be selected by the Library.

- Selection of library material ~~shall be made~~is based on ~~the basis of~~ its value to ~~all of the people~~members of the community. No library material access shall be excluded because of race, nationality, or the political or social views of the author or others contributing to their creation. The Library must be responsible to public suggestion of items and subjects to be included in the library collection.

- The Monroe County Public Library believes that censorship is a purely individual matter and declares that while an individual is free to reject books and other information sources of which he or she does not approve, the individual cannot exercise this right of censorship to restrict the freedom of others to read, view, or hear. Parents have the responsibility to guide and direct the reading~~/~~, viewing~~/~~, and listening of their own minor children. The Library does not stand *in loco parentis*.

- Library staff defends the principles of the freedom to read, view, or hear and declares all materials selected under this policy are considered constitutionally protected until ~~such time as~~ they are determined unprotected by jurisdictional action ~~and after appeals, if any, have been heard~~.

SELECTION STANDARDS: While all staff members, as well as the general public, may recommend materials to be considered for purchase, all recommendations are channeled through regular processes and considered in the light of regular selection standards. To build collections of merit and significance, materials will be considered according to objective guidelines. All acquisitions, whether purchased or donated, are considered in terms of the following standards:

- Suitability of physical form for library use.
- Suitability of subject and style for intended audience.
- Present and potential relevance to community needs.
- Appropriateness and effectiveness of medium to content.
- Insight into human and social conditions.
- Importance as a document of the times.
- Relation to existing collection and other material on subject.
- Reputation to existing collection and other material on subject.
- Skill, competence, and purpose of the author.
- Attention of critics, reviewers, and public.

Library materials will not be marked or identified to show approval or disapproval of the contents, and no material will be sequestered except for the purpose of protecting it from injury or theft.

LIMITATION IN SELECTION: As the Library is limited in its selection of materials by its financial resources and available space, certain limitations are necessary; e.g., in the fields of law and medicine, only the more general works of community interest and use are selected; in the field of religion, a representative collection of beliefs and practices of the world's principal faiths and religions is maintained—purely devotional materials are not generally selected for inclusion. In all areas, selection is based on the merits of the work as well as serving the needs and interests of the community.

The Library acknowledges a particular interest in local and state history. It therefore takes a broad view of works by and about Florida and ~~/or~~ Florida Keys authors, as well as general works related to the State of Florida and ~~/or~~ the Florida Keys~~,~~ but is ~~under no obligation~~not obligated to add ~~to its collection any such~~these materials ~~if it does not seem in~~ to the ~~public interest to do so~~collection.

CHILDREN'S MATERIALS: The Library is deeply committed to the conviction that a public library should provide all children with the freedom to select books and materials without being limited to an artificial grouping by age or grade level. The Library will not restrict children's access to available materials, and bears no responsibility for a child's selection of such. Supervision of children's selection and use of materials rests with their parents or caregivers. Library selection of adult materials for its collection will not be inhibited by the possibility that such materials may come into the possession of children.

~~A. SERVICE TO STUDENTS: The Library selects materials to serve students but does not duplicate material which should be provided by school libraries. Textbooks are purchased only when they provide the best coverage of a subject and are useful to the general public. They will not be duplicated to satisfy the demands of a specific school course. The Library assumes its responsibility to be that of providing books which will broaden the student's interest in a particular subject that may stem from the use of a textbook, rather than in providing the textbook itself.~~

GIFT MATERIALS

~~:~~The library system welcomes the donation of books and other library materials from individuals, corporations, and other sources. Such gifts are accepted only with the understanding that they may be retained, relocated, or discarded at the discretion of the library staff. Such gifts as are retained cannot normally be given special housing but will be integrated into the general library collection. If the donor insists that it be retained in a special outlet or that its use be restricted in any way, these materials may not be accepted until clearance is received from the ~~Library~~ Director of Libraries.

The same standards of selection are applied to gift materials as to materials purchased from library funds. Replacement and duplicate copies are added to the collection if needed. The costs of processing and the availability of shelving space are also factors in determining the acceptance of gifts. Gifts which do not meet the Library's standards for the collection may be placed in the Friends of the Library book sale.

Unneeded duplicate copies may be placed in the book sale or given to another branch where they are not yet in the collection. The Library does not provide valuations of gifts for tax deductions or other purposes.

Choice of memorial books or other materials may be left to the library staff, or the donor may indicate a particular book or subject desired. Often the library selection will reflect the special interests of the person being commemorated.

Memorial materials are shelved with the regular collection, according to subject classification, so that they will be available and useful to persons seeking materials on a particular subject. Book plates will be placed in each item if requested by the donor.

~~WITHDRAWAL OF~~

WITHDRAWN MATERIALS

~~ FROM LIBRARY COLLECTION:~~ Outdated, seldom used, or shabby items can weaken a collection as surely as insufficient acquisitions. Weeding the collection and selection of items for discard are the ultimate responsibilities of the ~~Library~~ Director ~~and/~~of Libraries or ~~his/her~~ designee, but each manager is regularly responsible for the upkeep of his/her branch collection. Continuous appraisal of the ~~book~~ collection~~, the pamphlet files, the periodical files, and the audio-visual materials~~ is as essential as their initial selection for the library. In general, the same criteria apply to weeding as are used in the selection of new materials and are largely based on the following consideration:

- Materials which contain outdated or inaccurate information
- Superseded editions
- Worn or ~~badly marked~~damaged items
- Seldom used titles
- Availability of the material elsewhere in the system collection and/or convenient access to the material through the ~~inter-library~~interlibrary loan system.

REPLACEMENT OF MATERIALS: The Library will not automatically replace ~~all~~ materials withdrawn because of loss, damage, or wear. The same criteria that apply in original selection will apply to replacement with particular attention given to the following:

- Continued value of the ~~particular~~ title
- Demand for the ~~specific~~ title
- Extent of adequate coverage of the field in the existing collection
- Availability of newer or better material in the field
- Number of copies in the unit and/or system
- Availability of the item in another format and/or through the ~~inter-library~~interlibrary loan system

DEACCESSIONING MATERIALS: Materials which are replaced, outdated, obsolete, beyond their useful service life or which are no longer needed as determined by library professionals may be offered for sale or donation to other governmental units or, if no other governmental unit desires the materials, to a non-profit agency as defined in Florida Statute 273.01(3). The cost of transferring the property shall be paid by the governmental unit or the private nonprofit agency purchasing or receiving the donation of surplus property. If the materials are offered for sale or donation and no other governmental unit or non-profit agency expresses an interest in the materials, the value of which the ~~Library~~ Director of Libraries determines to be $5,001 or higher, shall be sold by public auction to the highest responsible bidder, after publication of notice not less than 1 week nor more than 2 weeks prior to sale in a newspaper having general circulation in Monroe County. Materials,

the value of which is known to be or the director determines to be under $5,000, or materials which have been offered for sale at public auction and which have received no bids may be disposed of in the most efficient and cost effective means available.

~~5.02~~ REQUESTS FOR RECONSIDERATION OF LIBRARY MATERIALS

~~A. PROCEDURE: All members of the public may voice their opinions verbally, but before any action concerning the material in question is taken, a written, specific Request for Reconsideration form must be completed and filed with the Library by the complainant. This request will be placed before a library staff committee which will include Librarians holding a Master's Degree in Library Science and have experience selecting in adult, young adult and children's collections. The committee will review the material and all appropriate supporting documentation including professional reviews, data and trend in the collection usage and American Library Association recommendations. The Committee will make a recommendation of action and so notify the complainant.~~

~~If the complainant wishes to pursue the matter further, the complaint will be forwarded to the Library Director for a further recommendation. If the complainant is not satisfied with the decision of the Director, the challenge will be presented for final disposition to a Collection Assessment Team, consisting of the Library Director, the Assistant Director – Public Services, and a member of the Library Advisory Board.~~

~~The complainant will be notified when the Team will meet to act on the request, but attendance is not required.~~

~~Material will retain its status in the collection until a decision to retain, remove or reclassify is made.~~

~~5.03~~ REQUEST FOR RECONSIDERATION OF LIBRARY MATERIALS (See ~~APPENDIX L~~)

FREE PUBLICATIONS

~~A. STATEMENT:~~ Materials produced by the Library or other local, state, or federal governmental agencies will be distributed in the library as space allows. The Library will make every effort to make available current County-generated ~~information such as Board of County Commission meeting agendas,~~

~~Land Use material, and other similar information relevant to County activities and interests,~~publications but it cannot be considered a depository for such materials. Materials promoting general awareness of local non-profit organizations, educational institutions, and recognized community groups will be displayed as space allows, with the approval of the Branch Manager or designee.

~~Materials promoting general awareness of, or the philosophy of, local non-profit organizations as well as those described above, in addition to educational institutions and recognized community groups, will be displayed as space allows, with the approval of the Branch Manager or a designee.~~

SECTION 6—FLORIDA KEYS HISTORY ~~DEPARTMENT PHOTOGRAPHS~~CENTER ARCHIVES

Monroe County Public Library provides its customers with access to most of the original items in its Florida History archival collections. Library staff, however, reserves the right to restrict handling or copying of materials which may jeopardize the records' continued preservation.

Customers may duplicate archival materials using their own digital capture or photographic equipment~~.~~ onsite, subject to handling restrictions above. Some archival material may also be available in digital format. Downloads of low-resolution, archival images, or audio files from the library's websites are available free of charge. ~~High-resolution reproductions (generally, uncompressed, full-size master files) can be provided on removable storage media (such as compact disc) at a cost of $10.00 per image. Non-profit and research organizations may be granted a waiver of this fee, at the discretion of Library staff.~~

Monroe County does not hold copyright over the original images in the archival collections. Responsibility for identifying and satisfying any copyright claims to the original images must be assumed by those wishing to reproduce the images.

For ~~non-county residents~~researchers unable to visit the archives, basic look-up and copying services (such as obituaries and city directory listings) are provided ~~at a cost of $5.00 for each search.~~when time and resources permit. Shipping costs are the responsibility of the customer. Materials from the Library archives will not be loaned to customers for the purpose of outside copying.

SECTION ~~6~~7 – PROGRAMMING

Programs at the Monroe County Library support our strategic plan, bolster our collection of materials, and provide access to public services, resources, and facilities, while supporting eligibility for state and federal funding, and expanding the community visibility of the library system. A wide-ranging offering of programs for all demographics fosters the Library System's presence as a cultural and educational center and provides a "third space" for the Florida Keys community. Programs may serve the educational, informational, recreational, and social needs of citizens while reflecting engagement with a diverse population and promoting both a sense of community and usage of the Library.

Final authority for programming at all library branches rests with the Director of Libraries or designated staff. The Library's professional and paraprofessional staff use the following criteria in making decisions about program topics, speakers, and accompanying resources:

- Availability of space
- Budgetary concerns
- Relevance to community needs and interests, including historical or educational significance
- Presenter's background and expertise in a content area and the treatment of content for intended audience
- Presentation quality
- Performers for children and teens must have previous experience performing for young audiences, be age appropriate, and register as a vendor with the County of Monroe.

In addition, the Library draws upon other community resources in developing programs and actively partners with non-profit organizations, government agencies and other educational and cultural institutions to develop and present co-sponsored public programs. Professional performers and presenters that reflect specialized or unique expertise may be hired for Library programs as a vendor with the County of Monroe or through agreement with a library branch's individual Friends of the Library organization.

Library sponsorship of a program does not constitute an endorsement of the content or views expressed by presenters or participants in the audience. Library programs are free and open to the public. The library reserves the right to cancel a scheduled program or to not schedule a program. Programs may be cancelled for a variety of reasons including a weather event, unscheduled maintenance, lack of interest, absence of talent, or power/water failure. Cancelled programs are not necessarily rescheduled. The library does not offer programs that are purely commercial or self-promotional.

SECTION 8 – GIFTS AND DONATIONS POLICY

~~6.01 ACCEPTANCE OF GIFTS, PLAQUES, AND DONATIONS~~

POLICY: Donations to the Monroe County Public Library System will generally be accepted only when there are no conditions imposed by the donor with regards to use, location, rebinding, or disposal.

RESTRICTIONS: Should a donor wish to place ~~any~~ restrictions~~(s)~~ on a gift, all details ~~with regard to~~about that specific gift and the ~~restriction(s)~~restrictions shall be referred to the ~~Library~~ Director of Libraries for a determination as to its acceptability.

PLAQUES~~.~~: In accordance with the Board of County Commissioners' direction on 22 April 1992, permitting the presentation of plaques, the Library has limited the size of interior plaques in the Monroe County Public Library facilities to 8 ½" x 18". ~~Any and~~ All such presentations must be referred to the ~~Library~~ Director of Libraries for written approval prior to formal acceptance by the Library. ~~Specific approval by the Library Director must also be received in advance of acceptance.~~

~~A.~~ GIFTS AND CASH DONATIONS: Any donated gifts purchased for the Monroe County Public Library System, or cash donations given to the library for any purpose other than the purchase of library materials, with a value equal to, or ~~in excess of,~~ more than $500.00, must be presented to and approved by the ~~Library~~ Director of Libraries prior to formal acceptance of the specified purchased gift or cash donation by the Monroe County Public Library System. The donor should first approach the Manager of the Library concerned, who will discuss the offer with the ~~Library~~ Director of Libraries to determine need and feasibility, as well as any maintenance or other possible long-term obligations that may be incurred by acceptance of the offer. The Director then approaches the County Administrator for approval and reports back to the Manager and the gift giver for implementation. Such approval is also required for any gift project affecting the library structure ~~proper~~or grounds. Cash donations of this nature, that have no undue restrictions placed on them, may be accepted conditionally prior to this formal acceptance procedure.

This procedure is in keeping with the ~~standard~~ Monroe County protocol for handling ~~any~~ unanticipated funds, including grant moneys, which can be formally accepted only upon approval by the County Attorney and the Board of County Commissioners.

~~POLICY~~ARTWORK: Any offering to the library of non-library material, such as framed art, sculpture, etc., for permanent display as library property, will be approved by the ~~Library~~ Director of Libraries prior to its acceptance. Both original works of art and reproductions may be chosen. Care will be used to select items of special interest to the community. The following general criteria will be ~~taken into account~~considered in the selection of all items of this type:

- Artistic merit of the original work of art.

- Artistic reputation of the artist.
- Importance of the artist historically, or in the contemporary or local scene.
- The contribution the item will make to the institution.
- The suitability of the item for general viewing.

~~6.02 GIFT MATERIALS RECEPT FORM (See APPENDIX M)~~

~~6.03 CASH DONATIONS RECEIPT FORM (See APPENDIX N)~~

SECTION ~~7~~ 9 – VOLUNTEERS AND FRIENDS GROUPS

FRIENDS ORGANIZATIONS AND ACTIVITIES

~~STATEMENT:~~ Members of the Friends of the Library provide invaluable assistance with fundraising and advocacy. Their interest, volunteer time, and support contribute significantly to responsive public service and library development for the people of Monroe County.

Friends of the Library are non-profit groups organized on the local level and governed according to specific organizational by-laws. Local Friends groups represent their communities and the entire Monroe County Library system by serving as support groups to the Library ~~Advisory Board, Library~~branches, Director of Libraries, and Library Managers.

As representatives of the Monroe County System, all Friends activities should be in accordance with the policies and procedures of the library system, follow the terms of their MOU with the BOCC, and follow local, state, and national public library laws. Activities should also conform to any state regulations administered through the Division of Library and Information Services, Florida Department of State.

LIBRARY VOLUNTEERS AND ACTIVITIES

Library volunteers generously contribute to our vitality while fostering investment in our communities. To uphold accountability and public safety, library volunteers are required to satisfy conditions of Monroe County Administrative Instruction no. 4715.4 and its revisions.

Exemptions to the Administrative Instruction include, but are not limited to:

- Back-office duties, such as book-mending, document scanning, and furniture refinishing.
- Grounds-keeping, such as watering, raking, graffiti removal, and litter collection.
- Middle School and High School students fulfilling class/school community involvement requirements may volunteer by approval of the Assistant Director— Public Services.
- Friends of the Library volunteers participating in Friends events, such as author lectures, book sales, and book donation sorting.

> Under no conditions are volunteers allowed to access federally -protected patron information, act in the capacity of a librarian, nor be within a library public area without a badge identifying them as a volunteer.

The ALA Library Bill of Rights

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

I. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.

II. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.

III. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.

IV. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.

V. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.

VI. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

VII. All people, regardless of origin, age, background, or views, possess a right to privacy and confidentiality in their library use. Libraries should advocate for, educate about, and protect people's privacy, safeguarding all library use data, including personally identifiable information.

Adopted June 19, 1939, by the ALA Council; amended October 14, 1944; June 18, 1948; February 2, 1961; June 27, 1967; January 23, 1980; January 29, 2019.

Inclusion of "age" reaffirmed January 23, 1996.

The American Library Association's

The Freedom to Read Statement

The freedom to read is essential to our democracy. It is continuously under attack. Private groups and public authorities in various parts of the country are working to remove or limit access to reading materials, to censor content in schools, to label "controversial" views, to distribute lists of "objectionable" books or authors, and to purge libraries. These actions apparently rise from a view that our national tradition of free expression is no longer valid; that censorship and suppression are needed to counter threats to safety or national security, as well as to avoid the subversion of politics and the corruption of morals. We, as individuals devoted to reading and as librarians and publishers responsible for disseminating ideas, wish to assert the public interest in the preservation of the freedom to read.

Most attempts at suppression rest on a denial of the fundamental premise of democracy: that the ordinary individual, by exercising critical judgment, will select the good and reject the bad. We trust Americans to recognize propaganda and misinformation, and to make their own decisions about what they read and believe. We do not believe they are prepared to sacrifice their heritage of a free press in order to be "protected" against what others think may be bad for them. We believe they still favor free enterprise in ideas and expression.

These efforts at suppression are related to a larger pattern of pressures being brought against education, the press, art and images, films, broadcast media, and the Internet. The problem is not only one of actual censorship. The shadow of fear cast by these pressures leads, we suspect, to an even larger voluntary curtailment of expression by those who seek to avoid controversy or unwelcome scrutiny by government officials.

Such pressure toward conformity is perhaps natural to a time of accelerated change. And yet suppression is never more dangerous than in such a time of social tension. Freedom has given the United States the elasticity to endure strain. Freedom keeps open the path of novel and creative solutions, and enables change to come by choice. Every silencing of a heresy, every enforcement of an orthodoxy, diminishes the toughness and resilience of our society and leaves it the less able to deal with controversy and difference.

Now as always in our history, reading is among our greatest freedoms. The freedom to read and write is almost the only means for making generally available ideas or manners of expression that can initially command only a small audience. The written word is the natural medium for the new idea and the untried voice from which come the original contributions to social growth. It is essential to the extended discussion that serious thought requires, and to the accumulation of knowledge and ideas into organized collections.

~~We believe that free communication is essential to the preservation of a free society and a creative culture. We believe that these pressures toward conformity present the danger of limiting the range and variety of inquiry and expression on which our democracy and our culture depend. We believe that every American community must jealously guard the freedom to publish~~

and to circulate, in order to preserve its own freedom to read. We believe that publishers and librarians have a profound responsibility to give validity to that freedom to read by making it possible for the readers to choose freely from a variety of offerings.

The freedom to read is guaranteed by the Constitution. Those with faith in free people will stand firm on these constitutional guarantees of essential rights and will exercise the responsibilities that accompany these rights.

We therefore affirm these propositions:

1. *It is in the public interest for publishers and librarians to make available the widest diversity of views and expressions, including those that are unorthodox, unpopular, or considered dangerous by the majority.*

   Creative thought is by definition new, and what is new is different. The bearer of every new thought is a rebel until that idea is refined and tested. Totalitarian systems attempt to maintain themselves in power by the ruthless suppression of any concept that challenges the established orthodoxy. The power of a democratic system to adapt to change is vastly strengthened by the freedom of its citizens to choose widely from among conflicting opinions offered freely to them. To stifle every nonconformist idea at birth would mark the end of the democratic process. Furthermore, only through the constant activity of weighing and selecting can the democratic mind attain the strength demanded by times like these. We need to know not only what we believe but why we believe it.

2. *Publishers, librarians, and booksellers do not need to endorse every idea or presentation they make available. It would conflict with the public interest for them to establish their own political, moral, or aesthetic views as a standard for determining what should be published or circulated.*

   Publishers and librarians serve the educational process by helping to make available knowledge and ideas required for the growth of the mind and the increase of learning. They do not foster education by imposing as mentors the patterns of their own thought. The people should have the freedom to read and consider a broader range of ideas than those that may be held by any single librarian or publisher or government or church. It is wrong that what one can read should be confined to what another thinks proper.

3. *It is contrary to the public interest for publishers or librarians to bar access to writings on the basis of the personal history or political affiliations of the author.*

~~No art or literature can flourish if it is to be measured by the political views or private lives of its creators. No society of free people can flourish that draws up lists of writers to whom it will not listen, whatever they may have to say.~~

4. ~~*There is no place in our society for efforts to coerce the taste of others, to confine adults to the reading matter deemed suitable for adolescents, or to inhibit the efforts of writers to achieve artistic expression.*~~

To some, much of modern expression is shocking. But is not much of life itself shocking? We cut off literature at the source if we prevent writers from dealing with the stuff of life. Parents and teachers have a responsibility to prepare the young to meet the diversity of experiences in life to which they will be exposed, as they have a responsibility to help them learn to think critically for themselves. These are affirmative responsibilities, not to be discharged simply by preventing them from reading works for which they are not yet prepared. In these matters values differ, and values cannot be legislated; nor can machinery be devised that will suit the demands of one group without limiting the freedom of others.

5. It is not in the public interest to force a reader to accept the prejudgment of a label characterizing any expression or its author as subversive or dangerous.

The ideal of labeling presupposes the existence of individuals or groups with wisdom to determine by authority what is good or bad for others. It presupposes that individuals must be directed in making up their minds about the ideas they examine. But Americans do not need others to do their thinking for them.

6. It is the responsibility of publishers and librarians, as caregivers of the people's freedom to read, to contest encroachments upon that freedom by individuals or groups seeking to impose their own standards or tastes upon the community at large; and by the government whenever it seeks to reduce or deny public access to public information.

It is inevitable in the give and take of the democratic process that the political, the moral, or the aesthetic concepts of an individual or group will occasionally collide with those of another individual or group. In a free society individuals are free to determine for themselves what they wish to read, and each group is free to determine what it will recommend to its freely associated members. But no group has the right to take the law into its own hands, and to impose its own concept of politics or morality upon other members of a democratic society. Freedom is no freedom if it is accorded only to the accepted and the inoffensive. Further, democratic societies are more safe, free, and creative when the free flow of public information is not restricted by governmental prerogative or self-censorship.

7. It is the responsibility of publishers and librarians to give full meaning to the freedom to read by providing books that enrich the quality and diversity of thought and expression. By the exercise of this affirmative responsibility, they can demonstrate that the answer to a "bad" book is a good one, the answer to a "bad" idea is a good one.

~~The freedom to read is of little consequence when the reader cannot obtain matter fit for that reader's purpose. What is needed is not only the absence of restraint, but the positive provision of opportunity for the people to read the best that has been thought and said.~~

~~Books are the major channel by which the intellectual inheritance is handed down, and the principal means of its testing and growth. The defense of the freedom to read requires~~

of all publishers and librarians the utmost of their faculties, and deserves of all Americans the fullest of their support.

We state these propositions neither lightly nor as easy generalizations. We here stake out a lofty claim for the value of the written word. We do so because we believe that it is possessed of enormous variety and usefulness, worthy of cherishing and keeping free. We realize that the application of these propositions may mean the dissemination of ideas and manners of expression that are repugnant to many persons. We do not state these propositions in the comfortable belief that what people read is unimportant. We believe rather that what people read is deeply important; that ideas can be dangerous; but that the suppression of ideas is fatal to a democratic society. Freedom itself is a dangerous way of life, but it is ours.

This statement was originally issued in May of 1953 by the Westchester Conference of the American Library Association and the American Book Publishers Council, which in 1970 consolidated with the American Educational Publishers Institute to become the Association of American Publishers.

Adopted June 25, 1953, by the ALA Council and the AAP Freedom to Read Committee; amended January 28, 1972; January 16, 1991; July 12, 2000; June 30, 2004.

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: C3
2023-3847

BULK ITEM: Yes

DEPARTMENT: Social Services

TIME APPROXIMATE:
N/A

STAFF CONTACT: Sheryl Graham

AGENDA ITEM WORDING: Ratification of Amendment #002 to Contract AA-2529 between the Alliance for Aging, Inc. and Monroe County Board of County Commissioners to increase grant funding by $210,000.00, bringing the overall total funding amount from $742,841.00 to $952,841.00 for the contract period of 01/01/2025-12/31/2025. Once ratified, Amendment #002 will be retroactively effective as of March 21, 2025.

ITEM BACKGROUND:

The Older Americans Act (OAA) program funding partially supports Monroe County's Social Services In-Home and Nutrition Programs. The primary purpose is to provide coordinated in-home and supportive services (including but not limited to Nutrition Programs) to older individuals and their caregivers so they may attain and maintain maximum independence within their homes and in the community. These life sustaining services prevent premature assisted living facility or nursing home placement and/or death and improves the quality of life for older individuals and their family members throughout Monroe County. All grant funding is made available to the County on a reimbursement basis pursuant to OAA Contract # AA-2529, and such funding is non-reoccurring and may only be used during the current contract term. The County must provide a match of at least 10% of the cost for services funded through the contract, except for OAA Title IIID (Disease Prevention and Health Promotion Services).

PREVIOUS RELEVANT BOCC ACTION:
BOCC Ratification of Amendment #001 to Contract AA-2529 on 02/19/2025.
BOCC Ratification of Original Contract AA-2529 on 01/15/2025.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
Funding increase of $210,000.00.

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

Amendment No 002 to AA 2529 Contract Executed.pdf
Amendment No. 001 to AA-2529 Contract.pdf
Original Contract AA-2529.pdf

FINANCIAL IMPACT:
Funding increase of $210,000.00.

This Amendment entered into between the **Alliance for Aging, Inc.** (Alliance) **Monroe County Board of County Commissioners, Social Services/In-Home Services**, (Provider), collectively referred to as the "Parties" hereby amends contract AA-2529

The purpose of this Amendment is to add $105,000 of IIIB funding for the In-Home Bundle in both Region A and Region B. This funding increases the total Contract funding by $210,000.

Contract Amount
The Alliance agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed $952,841.00 subject to the availability of funds.

1. **ATTACHMENT II, Exhibit 2** is hereby replaced

2. **ATTACHMENT VII, CONTRACT BUDGET SUMMARY BY SERVICE AND TITLE** is hereby replaced. (Service Units and Funding changes are highlighted)

All provisions in the contract and any attachments thereto in conflict with this amendment are hereby changed to conform with this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract are hereby amended to conform with this amendment.

This amendment and all its attachments are hereby made a part of the contract.

IN WITNESS THEREOF, the Parties hereto have caused this contract, to be executed by their undersigned officials as duly authorized.

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 3/21/25

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, SOCIAL SERVICES/IN-HOME SERVICES

SIGNED BY: _____

NAME Christin Digitally signed by Christine Hurley

TITLE: e Hurley Date: 2025.03.21 09:10:19 -04'00'

DATE: _____

ALLIANCE FOR AGING, INC.

SIGNED BY: Max B. Rothman Max B. Rothman (Mar 21, 2025 13:05 EDT)

NAME: MAX B. ROTHMAN, JD, LL.M.

TITLE: PRESIDENT AND CEO

DATE: Mar 21, 2025

ATTACHMENT II
FINANCIAL, AND COMPLIANCE AUDIT ATTACHMENT
EXHIBIT 2-FUNDING SUMMARY

Note: Title 2 CFR § 200.331, as revised, and s. 215.97, F.S., require that information about Federal Programs and State Projects included in ATTACHMENT II, Exhibit 1 be provided to the recipient. The information contained is a prediction of funding sources and related amounts based on the contract budget.

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
Older Americans Act Title IIIB – Support Services	U.S. Health and Human Services	93.044	$279,211.00
Older Americans Act Title IIIC1 – Congregate Meals	U.S. Health and Human Services	93.045	$138,000.00
Older Americans Act Title IIIC2 – Home Delivered Meals	U.S. Health and Human Services	93.045	$238,000.00
Older Americans Act Title IIID	U.S. Health and Human Services	93.043	$29,450.00
Older Americans Act Title IIIE – Caregiver Support Services Title IIIEG – Caregiver Support Services Title III ES – Caregiver Support Services	U.S. Health and Human Services	93.052	$136,260.00 $30,000.00 $78,360.00
Older Americans Act Nutrition Services Incentive Program	U.S. Health and Human Services	93.053	$23,560.00
TOTAL FEDERAL AWARD			**$952,841.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

FEDERAL FUNDS:
2 CFR Part 200- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

MATCHING RESOUCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

STATE FINANCIAL ASSITANCE SUBJECT TO sec. 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL AWARD			

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:
STATE FINANCIAL ASSISTANCE:
Section 215.97, F.S., Chapter 69I-5, F.A.C., Reference Guide for State Expenditures, Other fiscal requirements set forth in program laws, rules and regulations.

ATTACHMENT VII
CONTRACT BUDGET SUMMARY BY SERVICE AND TITLE

eCIRTS SUMMARY FOR THE AGENCY

			Region A		Region B		County Wide		Total	
Program	Services to be Provided	Service Unit Rate	Maximum Units of Service	Maximum Dollars	Maximum Units of Service	Maximum Dollars	Maximum Units of Service	Maximum Dollars	Maximum Units of Service	Maximum Dollars
OA3B	Companionship	$ 38.00	252	9,590.00	252	$ 9,590.00	-	-	505	$ 19,180.00
OA3B	Escort	$ 25.85	371	9,590.00	371	$ 9,590.00	-	-	742	$ 19,180.00
OA3B	Homemaker	$ 38.00	1,550	58,910.00	1,550	$ 58,910.00	-	-	3,101	$ 117,820.00
OA3B	Personal Care	$ 45.00	1,309	58,910.00	1,309	$ 58,910.00	-	-	2,618	$ 117,820.00
OA3B	Screening & Assessment	$ 90.00	29	2,605.50	29	$ 2,605.50	-	-	58	$ 5,211.00
O3C1	Congregate Meals	$ 15.00	4,410	66,150.00	4,410	$ 66,150.00	-	-	8,820	$ 132,300.00
O3C1	Congregate Meals MLTC	$ 15.00	-	-	-	$ -	-	-	-	$ -
O3C1	Congregate Meals Guest	$ 15.00	-	-	-	$ -	-	-	-	$ -
O3C1	Congregate Meals Volunteer	$ 15.00	-	-	-	$ -	-	-	-	$ -
O3C1	Emergency Congregate Meals	$ 15.00	50	750.00	50	$ 750.00	-	-	100	$ 1,500.00
O3C1	Nutrition Education	$ 2.25	133	300.00	133	$ 300.00	-	-	267	$ 600.00
O3C1	Nutrition Counseling	$ 95.00	3	300.00	3	$ 300.00	-	-	6	$ 600.00
O3C1	Congregate Meals Screening	$ 45.00	33	1,500.00	33	$ 1,500.00	-	-	67	$ 3,000.00
O3C2	Home Delivered Meals Frozen	$ 10.00	10,711	107,107.00	12,348	$ 123,477.00	-	-	23,058	$ 230,584.00
O3C2	Emergency Home Delivered Shelf Meals	$ 15.00	60	900.00	67	$ 1,000.00	-	-	127	$ 1,900.00
O3C2	Nutrition Educatuion	$ 2.25	133	300.00	178	$ 400.00	-	-	311	$ 700.00
O3C2	Nutrition Counseling	$ 95.00	3	300.00	4	$ 400.00	-	-	7	$ 700.00
O3C2	Screening & Assessment	$ 90.00	21	1,893.00	25	$ 2,223.00	-	-	46	$ 4,116.00
OA3D	Enhanced Fitness (English)	$ 150.00	-	-	-	$ -	160	24,000.00	160	$ 24,000.00
OA3D	Chronic Disease Self Management	$ 2,651.67	-	-	-	$ -	2	5,450.00	2	$ 5,450.00
OA3E	Adult Day Care	$ 200.00	110	22,020.00	110	$ 22,020.00	-	-	220	$ 44,040.00
OA3E	Respite In Home	$ 45.00	635	28,560.00	-	$ -	-	-	635	$ 28,560.00
OA3E	Respite Facility	$ 15.00	2,000	30,000.00	2,133	$ 32,000.00	-	-	4,133	$ 62,000.00
OA3E	Screening & Assessment	$ 90.00	11	996.00	7	$ 664.00	-	-	18	$ 1,660.00
OA3EG	Sitter	$ 44.98	-	-	-	$ -	222	10,000.00	222	$ 10,000.00
OA3EG	Home Delivered Meals	$ 10.00	-	-	-	$ -	2,000	20,000.00	2,000	$ 20,000.00
OA3ES	Chore	$ 40.00	-	-	-	$ -	500	20,000.00	500	$ 20,000.00
OA3ES	Enhanced Chore	$ 45.00	-	-	-	$ -	161	7,250.00	161	$ 7,250.00
OA3ES	Material Aide	Cost Reimb		-		$ -		15,000.00		$ 15,000.00
OA3ES	Housing Improvement	Cost Reimb		-		$ -		15,000.00		$ 15,000.00
OA3ES	Specialized Medical Equipment & Supplies	Cost Reimb		-		$ -		21,110.00		$ 21,110.00
NSIP		$ 0.72	-	-			32,722	23,560.00	32,722	$ 23,560.00
	TOTAL			$ 400,681.50		$ 390,789.50		$ 161,370.00		$ 952,841.00

Kevin Madok, CPA

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

DATE: March 26, 2025

TO: Sheryl Graham, Director
Social Services

ATTN: Lourdes Francis, Administrator
Social Services

Kim Wilkes Wean, Sr. Administrator
Social Services

FROM: Liz Yongue, Deputy Clerk

SUBJECT: February 19, 2025 BOCC Meeting

The following item has been executed and added to the record:

C7 Amendment No. 001 to Contract AA-2529 between the Alliance for Aging, Inc. ("Alliance") and Monroe County Board of County Commissioners to increase the Older Americans Act Nutrition Services Incentive Program (OAA NSIP) grant amount by $23,560.00, bringing the overall total grant amount from $719,281.00 to $742,841.00 for the contract period of 1/01/2025-12/31/2025. Once ratified, the Amendment will be retroactively effective as of January 30, 2025.

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

cc: County Attorney
Finance
File

This Amendment entered into between the **Alliance for Aging, Inc.** (Alliance) **Monroe County Board of County Commissioners, Social Services/In-Home Services**, (Provider). collectively referred to as the "Parties" hereby amends contract AA-2529

The purpose of this Amendment is to add NSIP funding to contract AA-2529

Contract Amount
The Alliance agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed $742,841.00 subject to the availability of funds.

1. **ATTACHMENT II, Exhibit 2** is hereby replaced

2. **ATTACHMENT VII, CONTRACT BUDGET SUMMARY BY SERVICE AND TITLE** is hereby replaced. (Service Units and Funding changes are highlighted)

All provisions in the contract and any attachments thereto in conflict with this amendment are hereby changed to conform with this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract are hereby amended to conform with this amendment.

This amendment and all its attachments are hereby made a part of the contract.

IN WITNESS THEREOF, the Parties hereto have caused this contract, to be executed by their undersigned officials as duly authorized.

FILED FOR RECORD
2025 MAR 26 PM 3:11
CLK. CIR. CT.
MONROE COUNTY, FLA

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, SOCIAL SERVICES/IN-HOME SERVICES

SIGNED BY: Christine Hurley Digitally signed by Christine Hurley Date: 2025.01.29 15:02:30 -05'00'

NAME: Christine Hurley

TITLE: County Administrator

DATE: 1/29/2025

Eve M. Lewis Digitally signed by Eve M. Lewis Date: 2025.01.29 17:46:21 -05'00'

Approved for form and legal sufficiency
Eve M. Lewis, Assistant County Attorney

James K. Scholl

James K. Scholl, Mayor

ALLIANCE FOR AGING, INC.

SIGNED BY: Max B. Rothman Max B. Rothman (Jan 30, 2025 13:59 EST)

NAME: MAX B. ROTHMAN, JD, LL.M.

TITLE: PRESIDENT AND CEO

DATE: Jan 30, 2025

Attest: Kevin Madok, Clerk

By: Ejathrmc
As Deputy Clerk

ATTACHMENT II
FINANCIAL, AND COMPLIANCE AUDIT ATTACHMENT
EXHIBIT 2-FUNDING SUMMARY

Note: Title 2 CFR § 200.331, as revised, and s. 215.97, F.S., require that information about Federal Programs and State Projects included in ATTACHMENT II, Exhibit 1 be provided to the recipient. The information contained is a prediction of funding sources and related amounts based on the contract budget.

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
Older Americans Act Title IIIB – Support Services	U.S. Health and Human Services	93.044	$69.211.00
Older Americans Act Title IIIC1 – Congregate Meals	U.S. Health and Human Services	93.045	$138.000.00
Older Americans Act Title IIIC2 – Home Delivered Meals	U.S. Health and Human Services	93.045	$238.000.00
Older Americans Act Title IIID	U.S. Health and Human Services	93.043	$29,450.00
Older Americans Act Title IIIE – Caregiver Support Services Title IIIEG – Caregiver Support Services Title III ES – Caregiver Support Services	U.S. Health and Human Services	93.052	$136.260.00 $30.000.00 $78.360.00
Older Americans Act Nutrition Services Incentive Program	U.S. Health and Human Services	93.053	$23,560.00
TOTAL FEDERAL AWARD			**$742,841.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

FEDERAL FUNDS:
2 CFR Part 200- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

MATCHING RESOUCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

STATE FINANCIAL ASSITANCE SUBJECT TO sec. 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL AWARD			

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:
STATE FINANCIAL ASSISTANCE:
Section 215.97, F.S., Chapter 69I-5, F.A.C., Reference Guide for State Expenditures, Other fiscal requirements set forth in program laws, rules and regulations.

ATTACHMENT VII
CONTRACT BUDGET SUMMARY BY SERVICE AND TITLE

eCIRTS SUMMARY FOR THE AGENCY

			Region A		Region B		County Wide		Total	
Program	Services to be Provided	Service Unit Rate	Maximum Units of Service	Maximum Dollars	Maximum Units of Service	Maximum Dollars	Maximum Units of Service	Maximum Dollars	Maximum Units of Service	Maximum Dollars
OA3B	Companionship	$ 38 00	59	2,240 00	59	$ 2,240.00	-	-	118	$ 4,480 00
OA3B	Escort	$ 25 85	87	2,240 00	87	$ 2,240.00	-	-	173	$ 4,480 00
OA3B	Homemaker	$ 38 00	362	13,760 00	362	$ 13,760.00	-	-	724	$ 27,520 00
OA3B	Personal Care	$ 45 00	306	13,760 00	306	$ 13,760.00	-	-	612	$ 27,520 00
OA3B	Screening & Assessment	$ 90 00	29	2,605 50	29	$ 2,605 50	-	-	58	$ 5,211 00
O3C1	Congregate Meals	$ 15 00	4,410	66,150 00	4,410	$ 66,150.00	-	-	8,820	$ 132,300 00
O3C1	Congregate Meals MLTC	$ 15 00	-	-	-	$ -	-	-	-	$ -
O3C1	Congregate Meals Guest	$ 15 00	-	-	-	$ -	-	-	-	$ -
O3C1	Congregate Meals Volunteer	$ 15 00	-	-	-	$ -	-	-	-	$ -
O3C1	Emergency Congregate Meals	$ 15 00	50	750 00	50	$ 750.00	-	-	100	$ 1,500 00
O3C1	Nutrition Education	$ 2 25	133	300 00	133	$ 300 00	-	-	267	$ 600 00
O3C1	Nutrition Counseling	$ 95 00	3	300 00	3	$ 300 00	-	-	6	$ 600 00
O3C1	Congregate Meals Screening	$ 45 00	33	1,500 00	33	$ 1,500.00	-	-	67	$ 3,000 00
O3C2	Home Delivered Meals Frozen	$ 10 00	10,711	107,107 00	12,348	$ 123,477.00	-	-	23,058	$ 230,584 00
O3C2	Emergency Home Delivered Shelf Meals	$ 15 00	60	900 00	67	$ 1,000.00	-	-	127	$ 1,900 00
O3C2	Nutrition Education	$ 2 25	133	300 00	178	$ 400.00	-	-	311	$ 700 00
O3C2	Nutrition Counseling	$ 95 00	3	300 00	4	$ 400.00	-	-	7	$ 700 00
O3C2	Screening & Assessment	$ 90 00	21	1,893 00	25	$ 2,223 00	-	-	46	$ 4,116 00
OA3D	Enhanced Fitness (English)	$ 150 00	-	-	-	$ -	160	24,000.00	160	$ 24,000 00
OA3D	Chronic Disease Self Management	$ 2,651 67	-	-	-	$ -	2	5,450 00	2	$ 5,450 00
OA3E	Adult Day Care	$ 200 00	110	22,020 00	110	$ 22,020.00	-	-	220	$ 44,040 00
OA3E	Respite In Home	$ 45 00	635	28,560 00	-	$ -	-	-	635	$ 28,560 00
OA3E	Respite Facility	$ 15 00	2,000	30,000 00	2,133	$ 32,000 00	-	-	4,133	$ 62,000 00
OA3E	Screening & Assessment	$ 90 00	11	996 00	7	$ 664 00	-	-	18	$ 1,660 00
OA3EG	Sitter	$ 44 98	-	-	-	$ -	222	10,000 00	222	$ 10,000 00
OA3EG	Home Delivered Meals	$ 10 00	-	-	-	$ -	2,000	20,000 00	2,000	$ 20,000 00
OA3ES	Chore	$ 40.00	-	-	-	$ -	500	20,000 00	500	$ 20,000 00
OA3ES	Enhanced Chore	$ 45 00	-	-	-	$ -	161	7,250.00	161	$ 7,250 00
OA3ES	Material Aide	Cost Reimb		-		$ -		15,000 00		$ 15,000 00
OA3ES	Housing Improvement	Cost Reimb		-		$ -		15,000 00		$ 15,000 00
OA3ES	Specialized Medical Equipment & Supplies	Cost Reimb		-		$ -		21,110 00		$ 21,110 00
NSIP		$ 0 72	-	-			32,722	23,560 00	32,722	$ 23,560 00
	TOTAL			$ 295,681.50		$ 285,789.50		$ 161,370.00		$ 742,841.00

Kevin Madok, CPA

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

DATE: January 21, 2025

TO: Sheryl Graham, Director
Social Services

ATTN: Lourdes Francis, Administrator
Social Services

Kim Wilkes Wean, Sr. Administrator
Social Services

FROM: Liz Yongue, Deputy Clerk

SUBJECT: January 15, 2025 BOCC Meeting

The following item has been executed and added to the record:

C13 Contract No. AA2529 between the Alliance for Aging, Inc. ("Alliance") and Monroe County Board of County Commissioners that reflects a new grant agreement for the period of 01/01/2025 to 12/31/2025 and provides an award in the amount of $719,281.00 sourced from Older Americans Act funding. This ratification is made retroactively effective as of January 1, 2025.

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

cc: County Attorney
Finance
File

ALLIANCE FOR AGING, INC.
STANDARD CONTRACT

OLDER AMERICANS ACT

THIS CONTRACT is entered into between the Alliance for Aging, Inc., hereinafter referred to as the "Alliance," and **Monroe County Board of County Commissioners, Social Services/In-Home Services**, hereinafter referred to as the "Provider", and collectively referred to as the "Parties." The term contractor for this purpose may designate a vendor, sub-grantee or sub-recipient, the status to be further identified in ATTACHMENT II, Exhibit-2 as necessary.

WITNESSETH THAT:
WHEREAS, the Alliance has established through the Area Plan on Aging that it is in need of certain services as described herein; and
WHEREAS, the Provider has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent contractor of the Alliance.
NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. **Purpose of Contract**
The purpose of this contract is to provide services in accordance with the terms and conditions specified in this contract including all attachments and exhibits which constitute the contract document.

2. **Incorporation of Documents within the Contract**
This contract incorporates by reference attachments, proposal(s), Provider's Service Provider Application, and the current DOEA Programs and Services Handbook (the "Handbook"). Any and all contracts or agreements executed between the Provider and the Alliance during the effective period of this contract shall be governed in accordance with the applicable laws and statutes.

3. **Term of Contract**
This contract shall begin on **January 1, 2025,** or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time in Miami, Florida, on **December 31, 2025**, unless renewed or extended as provided herein.

4. **Contract Amount**
The Alliance agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed **$719,281.00** subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

5. **Renewals**
By mutual agreement of the parties, the Alliance may renew the contract for five additional one-year periods. Contingent upon satisfactory performance evaluations by the Alliance and the availability of funds. Any renewal is subject to the same terms as the original contract, and any amendments, with the exception of establishing unit rates which is described further in this section. The original contractual unit rates are set forth in the bid proposal and reply.

Requests to change the original contractual established rates are provided for in Attachment I. Section IV.G of this contract.

This contract may be extended upon mutual agreement for one extension period not to exceed six months to ensure continuity of service. Services provided under this extension will be paid for out of the succeeding agreement amount.

6. **Compliance with Federal Law**

6.1 This contract contains federal funds. The following shall apply:

6.1.1 The Provider shall comply with the provisions of 45 CFR 74 and/or 45 CFR 92, and other applicable regulations.

6.1.2 If this contract contains federal funds and is over $100,000.00, the Provider shall comply with all applicable standards, orders, or regulations issued under s. 306 of the Clean Air Act as amended (42 U.S.C. 7401, et seq.), s. 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251, et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations 40 CFR 30. The Provider shall report any violations of the above to the Alliance.

6.1.3 The Provider, or agent acting for the Provider, may not use any federal funds received in connection with this contract to influence legislation or appropriations pending before the Congress or any State legislature. The Provider must complete all disclosure forms as required, specifically the Certification of Assurances Attachment, which must be completed and returned with this signed contract.

6.1.4 In accordance with Appendix A to 2 CFR 215, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR 60 and 45 CFR 92, if applicable.

6.1.5 A contract award with an amount expected to equal or exceed $25,000.00 and certain other contract awards shall not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Provider shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this contract. The Provider shall complete and sign the Certification and Assurances Attachment prior to execution of this contract.

6.2 The Provider shall not employ an unauthorized alien. The Alliance shall consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324 a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such a violation shall be cause for unilateral cancellation of this contract by the Alliance.

6.3 If the Provider is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax exempt status revoked for failing to comply with the filing requirements of the 2006 Pension Protection Act or for any other reason, the Provider must notify the Alliance in writing within thirty (30) days of receiving the IRS notice of revocation.

6.4 The Provider shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.

6.5 Unless exempt under 2 CFR Part 170.110(b), the Provider shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR 170.

6.6 To comply with Presidential Executive Order 12989 and State of Florida Executive Order Number 11-116, Provider agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by Provider during the contract term. Provider shall include in related subcontracts a requirement that subcontractors and/or vendors performing work or providing services pursuant to the state contract utilize the E-verify system to verify employment of all new employees hired by the subcontractor and/or vendor during the contract term. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

7. Compliance with State Law

7.1. This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, including Florida provisions for conflict of laws.

7.2. The Provider shall comply with the requirements of s. 287.058, Florida Statutes ("F.S.") as amended.

7.2.1. The Provider shall provide units of deliverables, including reporting, findings, and drafts, as specified in this contract, which the Contract Manager must receive and accept in writing prior to payment.

7.2.2. The Provider shall comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in ATTACHMENT I, Section III. Method of Payment.

7.2.3. The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.

7.2.4. If itemized payment for travel expenses is permitted in this contract, the Provider will submit bills for any travel expenses in accordance with s. 112.061, F.S., or at such lower rates as may be provided in this contract.

7.2.5. The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., made or received by the Provider in conjunction with this contract except for those records which are made confidential or exempt by law. The Provider's refusal to comply with this provision shall constitute an immediate breach of contract for which the Alliance may unilaterally terminate the contract.

7.3. If clients are to be transported under this contract, the Provider shall comply with the provisions of Chapter 427, F.S., and Rule 41-2, Florida Administrative Code ("F. A. C.").

7.4. Subcontractors and/or vendors who are on the discriminatory vendor list may not transact business with any public entity, in accordance with the provisions of s. 287.134, F.S.

7.5. The Provider will comply with the provisions of s. 11.062, F.S., and s. 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.

7.6. In accordance with Section 287.135 F.S., any Contractor on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List (Lists), created pursuant to Section 215.473 F.S. and 215.4725, F.S., or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria, is ineligible to enter into or renew a contract with the Department for goods or services of $1,000,000 or more. Pursuant to Section 287.135 F.S., the Alliance may terminate this contract if the Provider is found to have submitted a false certification of its status on the Lists or has been placed on the Lists or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria. Further, the Provider is subject to civil penalties, attorney's fees and costs and any costs for investigations that led to the finding of false certification. The Provider shall complete and sign the Certifications and Assurances Attachment, prior to the execution of this contract.

8. Background Screening

The Provider shall comply with and ensure subcontractors are in compliance with the requirements of s. 430.0402 and Chapter 435, F.S., as amended, regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the Department's level 2 background screening pursuant to s. 430.0402(2)-(3), F.S. The Provider must also comply with any applicable rules promulgated by the Department and the Agency for Health Care Administration regarding implementation of s. 430.0402 and Chapter 435, F.S. To demonstrate compliance with this provision, Provider shall submit to the Alliance, the Background Screening Affidavit of Compliance (Screening Form) upon thirty (30) days of execution of this contract. Should the Alliance have a completed Screening Form on file for the Provider, a new Screening Form will be required every twelve (12) months.

8.1 Further information concerning the procedures for background screening is found at http://elderaffairs.state.fl.us/doea/backgroundscreening.php

8.2 Background Screening Affidavit of Compliance - To demonstrate compliance with this contract, the Provider shall submit ATTACHMENT D, Background Screening Affidavit of Compliance annually as part of his contract.

9. Grievance and Complaint Procedures

9.2 Grievance Procedures

The Provider shall comply with and ensure subcontractor and/or vendors compliance with the Minimum Guidelines for Recipient Grievance Procedures, Appendix D, of the Handbook, to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds.

9.1. Complaint Procedures

The Provider shall develop and implement complaint procedures and ensure that subcontractors and/or vendors develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, or any other advice related to complaints other than termination, suspension or reduction in services that require the grievance

process as described in Appendix D, of the Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of complaint, the determination of each complaint, and the follow-up with the client to ensure satisfaction with the resolution

10. Public Records and Retention

10.1. By execution of this contract, Provider agrees to all provisions of Chapter 119, F.S., and any other applicable law, and shall:

10.1.1. Keep and maintain public records required by the Department to perform the contracted services.

10.1.2. Upon request from the Alliance or the Department's custodian of public records, provide the Alliance or the Department a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

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

10.1.4. Upon completion of the contract, the Provider will either transfer, at no cost to the Alliance, all public records in possession of the Provider, or will keep and maintain public records required by the Department. If the Provider transfers all public records to the Department upon completion of the contract, the Provider shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

10.2 The Alliance may unilaterally cancel this contract, notwithstanding any other provisions of this contract, for refusal by the Provider to comply with ATTACHMENT 1 of this contract by not allowing public access to all documents, papers, letters, or other material made or received by the Provider in conjunction with this contract, unless the records are exempt, or confidential and exempt, from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Public Records Coordinator
Florida Department of Elder Affairs 4040 Esplanade Way
Tallahassee, Florida 32399
850-414-2342
doeapublicrecords@elderaffairs.org

10.3 Upon termination of this contract, whether for convenience or for cause as detailed in this contract, the Provider and subcontractors shall, at no cost to the Alliance, transfer all public records in their possession to the Alliancet and destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All records stored electronically shall be provided to the Alliance in a format that is compatible with the information technology systems of the Alliance.

11. Audits, Inspections, Investigations, Public Records and Retention

11.1. The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest and expenditures of funds provided by the Alliance under this contract. The provider shall adequately safeguard all such assets and assure they are used solely for the purposes authorized under this contract. Whenever appropriate, financial information should be related to performance and unit cost data.

11.2. The Provider shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion

of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the Alliance.

11.3. Upon demand, at no additional cost to the Alliance, the Provider will facilitate the duplication and transfer of any records or documents during the required retention period in Paragraph 12.2.

11.4. The Provider shall assure that the records described in this section shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Alliance.

11.5. At all reasonable times for as long as records are maintained, persons duly authorized by the Alliance, DOEA and Federal auditors, pursuant to 45 CFR Part 75, shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents pertinent to this specific contract, regardless of the form in which kept.

11.6. The Provider shall provide a financial and compliance audit to the Alliance as specified in this contract and ensure that all related third-party transactions are disclosed to the auditor.

11.7. The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the office of the DOEA's Inspector General pursuant to s. 20.055, F.S. Provider further agrees that it shall include in related subcontracts a requirement that subcontractors and/or vendors performing work or providing services pursuant to this contract agree to cooperate with the Alliance or Inspector General in any investigation, audit, inspection, review, or hearing pursuant to s. 20.055(5), F.S.

12. Nondiscrimination-Civil Rights Compliance

12.1 The Provider shall execute assurances in ATTACHMENT VI that it will not discriminate against any person in the provision of services or benefits under this contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Provider further assures that all contractors, subcontractors, vendors, sub-grantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

12.2 During the term of this contract, the Provider shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist attached to this contract.

12.3 The Provider shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.

12.4 If this contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Provider, its successors, transferees, and assignees for the period during which such assistance is provided. The Provider further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Provider understands that the Alliance may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

13. Monitoring by the Alliance for Aging

13.1 The Provider shall permit persons duly authorized by the Alliance to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Alliance of the satisfactory performance of the terms and conditions of this contract. Following such review, the Alliance will provide a written report of its findings to the Provider, and where appropriate, the Provider shall develop a Corrective Action Plan (CAP). The Provider hereby

agrees to correct all deficiencies identified in the CAP in a timely manner as determined by the Contract Manager. Failure to comply with the CAP shall subject the Provider to enforcement actions as described in this Contract.

13.2 The Alliance will perform administrative, fiscal, and programmatic monitoring of the provider to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations. The Provider will supply progress reports, including data reporting requirements as specified by the Alliance or the Department to be used for monitoring progress or performance of the contractual services. Examples of review criteria are surplus/deficit reports, independent audits, internal controls, reimbursement requests, subcontractor monitoring, targeting, program eligibility, outcome measures, service provision to clients, data integrity, client satisfaction, and client file reviews.

13.3 Service Cost Reports (SCR) – The Provider shall submit a SCR to the Alliance annually, but no later than ninety (90) calendar days after the Provider Fiscal Year ends. The SCR shall reflect the actual costs of providing each service by program for the preceding contract year. Costs associated with services provided under this contract shall only include allowable direct and indirect costs as defined by applicable state law. Failure to submit an accurate SCR no later than ninety (90) calendar days after the Provider Fiscal Year End may result in withholding invoice payment. If the Provider desires to renegotiate its reimbursement rates, the Provider shall make a request in writing to the Alliance, with the inclusion of a Unit Cost Methodology, in accordance with the Alliance's approved Reimbursement Rate Review Policy, which is incorporated by reference.

14. Provision of Services

The Provider shall provide the services referred to in ATTACHMENT VII in the manner described in the Handbook and the procurement documents leading to this contract. In the event of a conflict between the Service Provider Application and this contract, the contract language prevails.

15. Coordinated Monitoring with Other Agencies

If the Provider receives direct, or pass through funding from one or more other State of Florida human service agencies, in addition to the Department of Elder Affairs funding passed through the Alliance, it is expected that the provider cooperates with all monitors, inspectors, and/or investigators should a state agency joint inquiry or investigation begin.

16. Indemnification

The Provider shall indemnify, save, defend, and hold harmless the Department and the Alliance and its agents and employees from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this agreement or performance of the services provided for herein. It is understood and agreed that the Provider is not required to indemnify the Alliance for claims, demands, actions or causes of action arising solely out of the Alliance's negligence.

17. Insurance and Bonding

17.1 Provider must provide continuous adequate liability insurance and worker's compensation insurance coverage, during the existence of this contract, and during any renewal(s) or extension(s) of it. The Alliance shall be included as an additional insured on the provider's liability insurance policy or policies and a copy of the Certificate of Insurance shall be provided annually or when any changes occur. The Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this contract. Upon execution of this Contract, the Provider shall furnish the Alliance written verification supporting both the determination and existence of such insurance coverage. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this contract. The Provider shall ensure that the Alliance has the most current written verification of insurance coverage throughout the term of this contract. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department and the Alliance reserve the right to require additional insurance as specified by this contract.

17.2 Throughout the term of this agreement, the Provider shall maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the Provider authorized to handle funds received or disbursed under all agreements and/or contracts incorporating this contract by reference in an amount

commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

18. Confidentiality of Information

The Provider shall not use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

19. Health Insurance Portability and Accountability Act

Where applicable, the Provider shall comply with the Health Insurance Portability and Accountability Act (42 USC 1320d.), as well as all regulations promulgated thereunder (45 CFR 160, 162, and 164).

20. Incident Reporting

22.1 The Provider shall notify the Alliance immediately but no later than forty-eight (48) hours from the Provider's awareness or discovery of conditions that may materially affect the Provider's, subcontractor's or vendor's ability to perform the services required to be performed under any contract. Such notice shall be made orally to the Contract Manager (by telephone) with an email to immediately follow.

22.2 The Provider shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-.96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon the Provider, subcontractors, vendors, and their employees.

21. Bankruptcy Notification

If, at any time during the term of this contract, the Provider, its assignees, subcontractors, vendors or affiliates files a claim for bankruptcy, the Provider must immediately notify the Alliance. Within ten (10) days after notification, the Provider must also provide the following information to the Alliance: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e. g., Northern District of Florida, Tallahassee Division); and, (4) the name, address, and telephone number of the bankruptcy attorney.

22. Sponsorship and Publicity

22.1 As required by s. 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (**Monroe County Board of County Commissioners, Social Services/In-Home Services,**), the State of Florida Department of Elder Affairs and the Alliance for Aging, Inc." If the sponsorship reference is in written material, the words "State of Florida, Department of Elder Affairs" and "Alliance for Aging, Inc." shall appear in at least the same size letters or type as the name of the organization.

22.2 The Provider shall not use the words "The State of Florida Department of Elder Affairs" or "Alliance for Aging, Inc." to indicate sponsorship of a program otherwise financed, unless specific authorization has been obtained by the Alliance prior to use.

23. Assignments

23.1 The Provider shall not assign the rights and responsibilities under this contract without the prior written approval of the Alliance, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Alliance will constitute a material breach of the contract.

23.2 This contract shall remain binding upon the successors in interest of either the Provider or the Alliance.

24. Subcontracts

24.1 The Provider is responsible for all work performed and for all commodities produced pursuant to this contract, whether actually furnished by the Provider or its subcontractors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the Alliance deems necessary. The Provider further agrees that the Alliance will not be liable to the subcontractor in any way or for any reason. The Provider, at its expense, shall defend the Alliance against any such claims.

24.2 The Provider shall promptly pay any subcontractors upon receipt of payment from the Alliance or other state agency. Failure to make payments to any subcontractor in accordance with s. 287.0585, Fla. Stat., unless otherwise stated in this contract between the Provider and subcontractor, will result in a penalty as provided by statute.

24.3 The Provider shall programmatically monitor, at least once per year, each of its Subrecipients. The Provider shall perform programmatic monitoring to ensure contractual compliance, and programmatic performance and compliance with applicable state and federal laws and regulations. The Provider shall monitor to ensure that time schedules are met; the budget and scope of work are accomplished within the specified time periods, and other performance goals. The Provider shall also perform fiscal and administrative monitoring for all subrecipients to ensure fiscal accountability.

24.4 The Provider shall award subcontracts in a manner that offers maximum free and open competition. Such subcontract awards must conform with the Alliance's procurement policy and be performed at a minimum of every six years.

24.5 The Provider shall dedicate the staff necessary to meet the obligations of this contract and ensure that subcontractors dedicate adequate staff, accordingly. The provider shall ensure that the staff responsible for performing any duties or functions within this contract has the qualifications as specified in the Department's Programs and Services Handbook.

25. Service Cost Reports (SCR)

The Provider shall submit a SCR to the Alliance annually, but no later than ninety (90) calendar days after the Provider Fiscal Year ends. The SCR shall reflect the actual costs of providing each service by program for the preceding contract year. Costs associated with services provided under this contract shall only include allowable direct and indirect costs as defined by applicable state law. If the Provider desires to renegotiate its reimbursement rates, the Provider shall make a request in writing to the Alliance, in accordance with the Section II.4.G.

26. Funding Obligations:

26.1 The Alliance for Aging, Inc. acknowledges its obligation to pay the Provider for the performance of the Provider's duties and responsibilities set forth in this Contract.

26.2 The Alliance shall not be liable to the Provider for costs incurred or performance rendered unless such costs and performances are strictly in accordance with the terms of this contract, including but not limited to terms governing the Provider's promised performance and unit rates and/or reimbursement capitations specified.

26.3 The Alliance shall not be liable to the Provider for any expenditures which are not allowable costs as defined in 2 CFR Part 200 and 45 CFR Part 92, as amended, or which expenditures have not been made in accordance with all applicable state and federal rules.

26.4 The Alliance shall not be liable to the Provider for expenditures made in violation of regulations promulgated under the Older Americans

27. Independent Capacity of Provider

It is the intent and understanding of the Parties that the Provider, or any of its subcontractors and/or vendors, are independent contractors and are not employees of the Alliance and shall not hold themselves out as employees or agents of the Alliance without specific authorization from the Alliance. It is the further intent and understanding of the Parties that the Alliance does not control the employment practices of the Provider and shall not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the Provider or its subcontractors and/or vendors. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider shall be the sole responsibility of the Provider.

28. Payment

28.1. Payments shall be made to the Provider as services are rendered and invoiced by the Provider. The Alliance will have final approval of the invoice for payment and will approve the invoice for payment only if the Provider has met all terms and conditions of the contract, unless the bid specifications, purchase order, or this contract specify otherwise. The approved invoice will be submitted to the Alliance's fiscal department for budgetary approval and processing per ATTACHMENT VIII.

28.2 The Provider shall maintain documentation to support payment requests which shall be available to the Department of Financial Services, the Department, or the Alliance upon request. Invoices must be submitted in sufficient detail for a proper pre audit and post audit thereof. The Provider shall comply with all state and federal laws governing payments to be made under this contract including, but not limited to the following: ss. 216.181(16)(a) & (b), 215.422, Fla. Stat., and the Invoice Requirements of the Reference Guide for State Expenditures from the Department of Financial Services at https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

28.3 The Provider shall maintain detailed documentation to support each item on the itemized invoice or payment request for cost reimbursed expenses, fixed rate or deliverables, for this contract, including paid subcontractor invoices, and will be produced upon request by the Alliance. The Provider shall only request reimbursement for allowable expenses as defined in the laws and guiding circulars cited in this Contract section 6, in the Reference Guide for State Expenditures, and any other laws or regulations, as applicable.

28.4 The Provider and subcontractors shall provide units of deliverables, including reports, findings, and drafts as specified in this contract to be received and accepted by the Alliance prior to payment.

29. Return of Funds

The Provider will return to the Alliance any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of this contract that were disbursed to the Provider by the Alliance. In the event that the Provider or its independent auditor discovers that an overpayment has been made, the Provider shall repay said overpayment immediately without prior notification from the Alliance. In the event that the Alliance first discovers an overpayment has been made, the Contract Manager, on behalf of the Alliance, will notify the Provider of such findings. The Alliance may deduct the overpayment from the invoice most recently submitted but net yet paid, even if from a different program or contract year. Should repayment not be made forthwith, the Provider will be charged at the lawful rate of interest on the outstanding balance pursuant to s. 55.03, F.S., after Alliance notification or Provider discovery.

30. Data Integrity and Safeguarding Information

The Provider and its subcontractors and/or vendors shall ensure an appropriate level of data security for the information the Provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all Provider employees that request system or information access and ensuring that user access has been removed from all terminated employees. The Provider, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software shall be routinely backed up to ensure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The Provider shall ensure all subcontractors and/or vendors maintain written procedures for computer system back-up and recovery. The Provider shall, prior to execution of this agreement, complete the Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans, and Cooperative Agreements prior to the execution of this contract. as part of ATTACHMENT IV.

31. Social media and Personal Cell Phone use:

31.2 Social Media Defined. The term Social Media and /or personal cellular communication includes, but is not limited to, social networking websites, blogs, podcasts, discussion forums, RSS feeds, video sharing, SMS (including Direct Messages (DMs), iMessages, text messages, etc.); social networks like Instagram, TikTok, Snapchat, Google Hangouts, WhatsApp, Signal, Facebook, Pinterest, and Twitter; and content sharing networks such as Flickr and

YouTube. This includes the transmission of social media through any cellular or online transmission via any electronic, internet, intranet, or other wireless communication.

31.3 **Application to any direct or incidental DOEA or other state business.** This contract applies to any DOEA or other state business conducted on any of the Provider's, Subcontractor's, or their employees' social media accounts or through personal cellular communication.

31.4 **Application to DOEA and Providers Equipment.** This contract applies regardless of whether the social media is accessed using DOEA's IT facilities and equipment or equipment belonging to Provider, Subcontractor, or their respective employees. Equipment includes, but is not limited to, personal computers, cellular phones, personal digital assistants, smart watches, or smart tablets.

31.5 **Florida Government in the Sunshine, Florida Public Records Law, and HIPAA.** Provider acknowledges that any DOEA or other state business conducted by social media or through personal cellular communication is subject to Florida's Government in the Sunshine Law, Florida's Public Records Law (Chapter 119, Florida Statutes), and the Health Insurance Portability and Accountability Act (HIPAA). Compliance with these laws and other applicable laws are further detailed in the contract.

31.6 **Prohibited or Restricted Postings.**
Any social media posts which include photos, videos, or names of clients, volunteers, staff, or other affiliates of DOEA may only be posted when authorized by law and when any required HIPAA authorizations and any other consents or authorizations required pursuant to federal, or state law are on file with the Provider's records.

31.7 **Assist DOEA with Communications.** Contractors may be asked periodically to assist in distributing certain DOEA communications through their social media outlets. Any such requests should be posted in adherence to the social media requirements herein and the other provisions of this contract.

32. **Conflict of Interest**
The Provider shall establish safeguards to prohibit employees, board members, management and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

No employee, officer, or agent of the Provider or subcontractor shall participate in selection, or in the award of an agreement supported by state or federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer, or agent; (b) any member of his/her immediate family; (c) his or her partner; or (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Provider or subcontractor's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Providers, potential Providers, or parties to subcontracts.

Pursuant to Chapter 4, Section 2 of the Handbook, no Provider may employ, in any capacity, any member of its governing board or any family member of a person on the board or family member of its Executive Director.

The Providers' board members and management must disclose to the Alliance any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of this contract. The Providers' employees and subcontractors must make the same disclosures described above to the Providers' Board of Directors. Compliance with this provision will be monitored.

33. **Public Entity Crime**
Pursuant to s. 287.133, F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Provider, supplier, sub-Provider, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for Category Two for a period of 36 months following the date of being placed on the convicted vendor list. If the Provider or any of its

officers or directors is convicted of a public entity crime during the period of this agreement, the Provider shall notify the Alliance immediately. Non-compliance with this statute shall constitute a breach of this agreement.

34. Purchasing:

34.1 The Provider shall procure products and/or services required to perform this contract in accordance with section 413.036, F.S.

34.1.1 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

34.1.2 Pursuant to sections 413.036(1) and (4), F.S., the Provider shall not be required to procure a product or service from RESPECT if: (a) the product or service is not available within a reasonable delivery time, (b) the Provider is required by law to procure the product or service from any agency of the state, or (c) the Provider determines that the performance specifications, price, or quality of the product or service is not comparable to the Provide's requirements.

34.1.3 This act shall have precedence over any law requiring state agency procurement of products or services from any other nonprofit corporation unless such precedence is waived by the alliance or the Department in accordance with its rules.

34.1.4 Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

34.2 The Provider shall procure any recycled products or materials which are the subject of, or are required to carry out, this contract when the Department of Management Services determines that those products are available, in accordance with the provisions of section 403.7065, F.S.

34.3 The Provider shall procure products and/or services required to perform this contract in accordance with section 946.515, F.S.

34.3.1 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

34.3.2 The corporation identified is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Additional information about PRIDE and the commodities or contractual services it offers is available at https://pride-enterprises.org.

34.4 The Provider shall provide a Certified Minority Business Subcontractor Expenditure (CMBE) Report summarizing the participation of certified suppliers for the current reporting period and project to date. The CMBE Report shall include the names, addresses, and dollar amount of each certified participant, and a copy must be forwarded to the Department, Division of Financial Administration, and must accompany each invoice submitted to the Department. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Department's Minority Coordinator (850-414-2153) will assist with questions and answers. The CMBE Report is

attached to this contract (ATTACHMENT (H).

35. Patents, Copyrights, Royalties

35.1 If this contract is awarded state funding and if any discovery, invention or copyrightable material is developed, produced or for which ownership was purchased in the course of or as a result of work or services performed under this contract the Provider shall refer the discovery, invention or material to the Alliance to be referred to the Department. Any and all patent rights or copyrights accruing under this contract are hereby reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to s. 287.0571 (5)(k), as amended, the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in this contract.

35.2 If the primary purpose of this contract is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to this section.

35.3 If this contract is awarded solely federal funding, the terms and conditions are governed by 2 CFR Part 200.315.

36. Emergency Preparedness and Continuity of Operations

36.1 The Provider shall, within thirty (30) calendar days of the execution of this contract, submit to the Contract Manager verification of an emergency preparedness plan, Continuity of Operations Plan. ("COOP"). In the event of an emergency, the Provider shall notify the Alliance of emergency provisions. The COOP must address continuity of services in weather and non-weather-related emergencies.

36.2 In the event a situation results in a cessation of services by a subcontractor and/or vendor, the Provider shall retain responsibility for performance under this contract and must follow procedures to ensure continuity of operations without interruptions.

36.3 Providers offering nutrition services must have an Alliance approved shelf stable menu with at least 3 days' worth of shelf stable meals with reserved funds set aside to purchase the food items in order to ensure continuity of services without interruptions in weather and no-weather related emergencies.

37. The PUR 1000 Form is hereby incorporated by reference and available at:
http://www.myflorida.com/apps/vbs/adoc/F7740_PUR1000.pdf

In the event of any conflict between the PUR 1000 Form and any terms or conditions of any contract or agreement terms or conditions the contract shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

38. Use of State Funds to Purchase or Improve Real Property
No funds under this contract will be used by the Provider to purchase or improve Real Property.
Any state funds provided for the purchase of or improvements to real property are contingent upon the Provider or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

39. Dispute Resolution
Any dispute concerning the performance of this contract shall be decided by the Contract Manager, who shall reduce the decision to writing and serve a copy on the Provider.

40. Financial Consequences
If the Provider fails to meet the minimum level of service or performance identified in this contract, the Alliance shall impose financial consequences as stated in Attachment I.

41. No Waiver of Sovereign Immunity
Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.

42. **Venue**
If any dispute arises out of this contract, the venue of such legal recourse will be Miami-Dade County, Florida.

43. **Entire Contract**
This contract contains all the terms and conditions agreed upon by the parties. No oral agreements or representations shall be valid or binding upon the Alliance or the Provider unless expressly contained herein or by a written amendment to this contract signed by both Parties.

44. **Force Majeure**
The Parties will not be liable for any delays or failures in performance due to circumstances beyond their control, provided the party experiencing the force majeure condition provides immediate written notification to the other party and takes all reasonable efforts to cure the condition.

45. **Severability Clause**
The Parties agree that if a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision and shall remain in full force and effect.

46. **Condition Precedent to Contract: Appropriations**
The Parties agree that the Alliance's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

47. **Addition/Deletion**
The Parties agree that notwithstanding the terms of the procurement documents and actions leading to this contract, the Alliance reserves the right to add or to delete any of the services required under this contract when deemed to be in the best interest of the elder population targeted by the Area Plan and reduced to a written amendment signed by both Parties. The Parties shall negotiate compensation for any additional services added.

48. **Waiver**
The delay or failure by the Alliance to exercise or enforce any of its rights under this contract shall not constitute or be deemed a waiver of the Alliance's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

49. **Compliance**
The Provider shall abide by all applicable current federal statutes, laws, rules and regulations as well as applicable current state statutes, laws, rules and regulations, policies of the Alliance and the Department, and the terms of this contract. The Parties agree that failure of the Provider to abide by these laws, rules, regulations, policies, and terms of this contract shall be deemed an event of default of the Provider and subject the Provider to disciplinary action including corrective action, unannounced special monitoring, temporary assumption of the operation of one or more contractual services, placement of the Provider on probationary status, imposing a moratorium on Provider action, imposing financial penalties for nonperformance or noncompliance, or other administrative action to immediate, unilateral contract cancellation at the discretion of the Alliance.

If the Alliance finds that the Provider fails to abide by all applicable current federal and state statutes, laws, rules and regulations, as well as conditions of this contract, the Alliance shall provide the Provider a Notice of Violation which shall include a concise statement of the specific violations of the Provider and the facts relied upon to establish the violation.

Upon receipt of the Notice of Violation, the Provider shall have twenty-one (21) days to respond to the Notice of Violation. The Provider's response must include a statement of any disputed issues of material fact and a concise statement of the specific facts the Provider contends warrant reversal or deviation from the Alliance's proposed action, including an explanation of how the alleged facts relate to the specific rules, statutes, or contractual term.

Failure of the Provider to respond to the Notice of Violation within twenty-one (21) days shall be deemed a waiver of the rights outlined above and the Alliance will proceed against the Provider by default.

The Alliance, upon receiving a timely filed response to a Notice of Violation, will forward the response and all accompanying documentation to the Contract Manager to review and consider. The Contract Manager shall, within 30 days after the receipt of the Provider's response, file an order which lays out the final determination of disciplinary action by the Alliance.

50. Final Invoice

The Provider shall submit the final invoice for payment to the Alliance as specified in section 3.4.7 (date for final request for payment) of ATTACHMENT I. If the Provider fails to submit final request for payment by the deadline, then all rights to payment may be forfeited and the Alliance may not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the Provider and necessary adjustments thereto have been approved by the Alliance.

51. Modifications

Modifications of the provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties.

52. Suspension of Work:

The Alliance may in its sole discretion suspend any or all activities under this contract and any contract or agreement incorporating in this contract, at any time, when in the best interests of the State to do so. The Alliance shall provide the Provider written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Provider shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Provider, the Alliance shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the contract or purchase order. Suspension of work shall not entitle the Provider to any additional compensation.

53. Termination

53.1 Termination for Convenience. This contract may be terminated by either party without cause upon no less than thirty (30) calendar days' notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service with verification of delivery or any expedited delivery service that provides verification of delivery or by hand delivery to the Alliance Contract Manager or the representative of the Provider responsible for administration of the contract. The Provider shall not furnish any product after it receives notice of termination, except as necessary to complete the continued portion of the contract, if any. The Provider shall not be entitled to recover any cancellation charges or lost profits. See notes on email regarding this paragraph.

53.2 Termination for Cause. The Alliance may terminate this contract if the Provider fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, (4) abide by any statutory requirement, regulatory requirement, licensing requirement, or Department policy or (5) in the event funds for payment become unavailable for this contract. The Alliance will be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the Provider will be compensated for any work satisfactorily completed prior to the date of termination. Rule 60A- 1.006(3), F.A.C., governs the procedure and consequences of default. The Provider shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Provider shall not be liable for any excess costs if the failure to perform the contract arises from events completely beyond the control, and without the fault or negligence, of the Provider. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Provider and the subcontractor, and without the fault or negligence of either, the Provider shall not be liable for any excess costs for failure to perform, unless the subcontracted products or services were obtainable from other sources in sufficient time for the Provider to meet the required delivery schedule. If, after termination, it is determined that the Provider was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Alliance. The rights and remedies of the Alliance in this clause are in addition to any other rights and remedies provided by law or under the contract.

53.3 Upon expiration or termination of this contract, the Provider and subcontractors shall transfer all public records in its possession to the Alliance and destroy any duplicate public records that are exempt or confidential and exempt from public records, disclosure requirements at no cost to the Alliance. All electronically stored records shall be

provided to the Alliance in a format that is compatible with the Alliance's information technology system(s).

54. Successors

This contract shall remain binding upon the successors in the interest of either the Alliance or the Provider, subject to the assignment provisions in Section 22 above.

55. Electronic Records and Signature

55.1 The Alliance authorizes, but does not require, the Provider to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this contract. A Provider that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the Uniform Electronic Transaction Act, s. 668.50, F.S.. All electronic records must be fully auditable; are subject to Florida's Public Records Law, Ch. 119, F.S.; must comply with Section 29, Data Integrity and Safeguarding Information; must maintain all confidentiality, as applicable; and must be retained and maintained by the Provider to the same extent as non-electronic records are retained and maintained as required by this contract.

55.2 The Alliance's authorization pursuant to this section does not authorize electronic transactions between the Provider and the Alliance. The Provider is authorized to conduct electronic transactions with the Alliance only upon further written consent by the Alliance.

55.3 Upon request by the Alliance, the Provider shall provide the Alliance or Department with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to the Alliance of any document that was originally in electronic form with an electronic signature must indicate the person and the person's capacity who electronically signed the document on any non-electronic copy of the document.

56. Special Provisions:

The Provider agrees to the following provisions:

56.1 **Investigation of Criminal Allegations**:

Any report that implies criminal intent on the part of the Provider or any subcontractors and/or vendors and was referred to a governmental or investigatory agency must be sent to the Alliance. If the Provider has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or other governmental agency, the Provider shall notify the Alliance immediately. A copy of all documents, reports, notes or other written material concerning the investigation, whether in the possession of the Provider, its subcontractors, or vendors, must be sent to the Alliance's contract manager with a summary of the investigation and allegations.

56.2 **Volunteers:**

The Provider shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Provider shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

56.3 **Enforcement**:

56.3.1 In accordance with s. 430.04, F.S., the Alliance may, without taking any intermediate measures available to it against this contract rescind this contract if the Alliance finds that:

56.3.2 An intentional or negligent act of the Provider has materially affected the health, welfare, or safety of clients served pursuant to any contract or agreement, or substantially and negatively affected the operation of services covered under any contract or agreement;

56.3.3 The Provider lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;

56.3.4 The Provider has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Alliance, or the Provider has committed or repeated violations of Alliance standards;

56.3.5 The Provider has failed to continue the provision or expansion of services after the declaration of a state of emergency; and/or

56.3.6 The Provider has failed to adhere to the terms of any contract or agreement incorporating in this Contract.

56.3.7 In the alternative, the Alliance may, at its sole discretion, in accordance with section 430.04, F.S., take immediate measures against the Provider, including: corrective action, unannounced special monitoring, temporary assumption of the operation of one or more contractual services, placement of the Provider on probationary status, imposing a moratorium on Provider action, imposing financial penalties for nonperformance, or other administrative action pursuant to Chapter 120, F.S.

56.4 In making any determination under this provision the Alliance may rely upon the findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of any contract or agreement are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Miami-Dade County.

56.5 **Use of Service Dollars**:
The Provider will optimize the use of contract funds by serving the maximum possible number of individuals with the services allowed by this contract. The Provider will spend all funds provided by this contract to provide such services.

56.6 **Surplus/Deficit Report**
The Provider will submit a consolidated surplus/deficit report in a format provided by the Alliance to the Alliance's Contract Manager in conjunction with the required monthly billing submission. This report is for this contract between the Provider and the Alliance. The report will include the following:

56.6.1 The Provider's detailed plan on how the surplus or deficit spending exceeding the 1% threshold will be resolved;

56.6.2 Number of clients currently on the APCL, that receive a priority ranking score of four (4) or five (5);

56.6.3 Number of clients currently on the APCL designated as Imminent Risk.

56.6.4 Number of clients served and Aging and Disability Resource Center ("ADRC") client contacts,

In accordance with its surplus/deficit management policies, in order to maximize available funding and minimize the time that potential clients must wait for services, the Alliance in its sole discretion can reduce funding awards if the Provider is not spending according to monthly plans and is projected to incur a surplus at the end of the year

56.7 **Training**:
The Provider will attend all required trainings and meetings schedule by the Alliance.

57. Contract Manager
The Alliance may substitute any Alliance employee to serve as the Contract Manager.

58. Official Payee and Representatives (Name, Address, and Telephone Numbers)
The name, address, and telephone number of the representative for the Alliance for this contract is:

Max B. Rothman, JD, LL.M. President and CEO
760 NW 107th Ave, Suite 214
Miami, Florida 33172
(305) 670-6500, Ext. 224

The name, address, and telephone number of the representative of the Provider responsible for administration of the program under this contract is:

A	The Provider name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:	Monroe County Board of County Commissioners, Social Services/In-Home Services 1100 Simonton Street, 2nd Floor Key West, FL 33040 305-292-4510
B	The name of the contact person of the Provider and street address where financial and administrative records are maintained is:	Monroe County Board of County Commissioners, Social Services/In-Home Services 1100 Simonton Street, 2nd Floor Key West, FL 33040 305-292-4510
c	The name, address, and telephone number of the representative of the Provider responsible for administration of the program under this contract is:	Sheryl Graham Monroe County Board of County Commissioners, Social Services/In-Home Services 1100 Simonton Street, 2nd Floor Key West, FL 33040 305-292-4510
d	The section and location within the AAA where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Alliance for Aging, Inc. Fiscal Department 760 NW 107th Avenue, Suite 214 Miami, Florida 33172-3155 305-670-6500
e	The name, address, and telephone number of the Contract Manager for the AAA for this contract is:	Contract Monitor Alliance for Aging, Inc. 760 NW 107th Avenue, Suite 214 Miami, Florida 33172-3155 305-670-6500

Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

59. All Terms and Conditions Included

This contract and its Attachments and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations or agreements, either written or verbal between the Parties.

By signing this contract, the Parties agree that they have read and agree to the entire contract.

IN WITNESS THEREOF, the Parties hereto have caused this contract, to be executed by their undersigned officials as duly authorized.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, SOCIAL SERVICES IN-HOME SERVICES

SIGNED BY: Christine Hurley Digitally signed by Christine Hurley Date: 2025.01.02 09:59:58 -05'00'

NAME:

TITLE:

DATE:

ALLIANCE FOR AGING, INC.

SIGNED BY: Max B. Rothman Max B Rothman (Jan 6, 2025 14:47 EST)

NAME: MAX B. ROTHMAN, JD, LL.M.

TITLE: PRESIDENT AND CEO

DATE: Jan 6, 2025

Approved as to legal form & sufficiency
Eve M. Lewis
Assistant County Attorney
Date: 12/27/24

Board of County Commissioners
of Monroe County, Florida
By: James K. Scholl
Mayor James K. Scholl

Attest: Kevin Madok, Clerk
By:
As Deputy Clerk

CLK CIR CT MONROE COUNTY, FLA
2025 JAN 21 PM 4:35
FILED FOR RECORD

INDEX TO CONTRACT ATTACHMENTS

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ALLIANCE FOR AGING, INC.
STATEMENT OF WORK
OLDER AMERICANS ACT

SECTION I: SERVICES TO BE PROVIDED

A. ALLIANCE FOR AGING, INC. MISSION STATEMENT

The Alliance mission is to promote and advocate for the optimal quality of life for older adults and their families.

B. DEFINITION OF TERMS

Area Plan: A plan developed by the Area Agency on Aging outlining a comprehensive and coordinated service delivery system in its planning and service area in accordance with the Section 306 (42 U.S.C. 3026) of the Older Americans Act and DOEA instructions.

Area Plan Update: A revision to the area plan wherein the Alliance enters OAA specific data in the CIRTS. An update may also include other revisions to the area plan as instructed by the DOEA.

Child: An individual who is not more than 18 years of age or an individual with disability.

Criteria: A standard which the Administration on Aging/Administration for Community Living set for the Title IIID Program. AoA/ACL's standard criterion consists of three tiers: Minimal Criteria, Intermediate Criteria, and Highest-Level Criteria.

Family Caregiver: An adult family member, or another individual, who is an informal provider of in-home and community care to an older individual.

Frail: When an older individual is unable to perform at least two activities of daily living ("ADL") without substantial human assistance, including verbal reminding, physical cueing or supervision; or due to cognitive or other mental impairment, requires substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or to another individual.

Grandparent: A grandparent or step-grandparent of a child, or a relative of a child by blood, marriage or adoption and who lives with the child; is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and has a legal relationship to the child, such as legal custody or guardianship, or is raising the child informally.

Living Healthy: Also known as CDSMP for the State of Florida.

C. GENERAL DESCRIPTION

1. **General Statement**
   The primary purpose of the OAA Program is to foster the development and implementation of comprehensive and coordinated systems to serve older individuals. These systems assist older individuals to attain and maintain maximum independence with supportive services.

   The NSIP provides incentives for the effective delivery of nutritious meals to older individuals. NSIP allows programs to increase the number and/or the quality of meals served. NSIP is a cash allotment or commodity program that supplements funding or food used in meals served under the OAA. Florida has opted for cash payments in lieu of donated foods.

2. **Authority**
   All applicable federal laws, regulations, action transmittals, program instructions, review guides and similar documentation related to the following:

   a. Catalog of Federal Domestic Assistance No. 93.043, 93.044, 93.045, 93.052, and 93.053;

b. Older Americans Act of 1965, as amended 2016;
c. 42 U.S.C. §303, 42 U.S.C. §604;
d. Rule 58A-1, Florida Administrative Code (FAC);
e. Section 430.101, Florida Statutes (F.S.); and
f. DOEA Programs and Services Handbook,
http://www.allianceforaging.org/providers/program-documents

3. **Scope of Service**
The Provider is responsible for coordinating and assessing the needs of older persons and assuring the availability of quality services. The services shall be provided in a manner consistent with and described in the Providers Service Provider Application (SPA) as submitted with the 2024 OAA RFP, and any revisions thereto approved by the AAA, and the current DOEA Programs and Services Handbook and all subsequent amendments and revisions to the Handbook, which are hereby incorporated by reference. In the event of conflict between the SPA and the Handbook, the Handbook prevails.

The Provider is responsible for adherence to the Area Plan and any amendments to the Area Plan.

4. **Major Program Goals**
The major goals of the OAA program are to improve older individual's quality of life, preserve their independence, and prevent or delay their need for costlier institutional care. These goals are achieved through the implementation of a comprehensive and coordinated service system that provides a continuum of service alternatives and effective delivery of nutritious meals that meet the diverse needs of elders and their caregivers.

5. **Leadership and Advocacy**
As a designated Focal Point, a provider is encouraged to provide coordination of services for older individuals. The Provider must also provide community leadership on aging issues and serve as the advocate and focal point for the elderly within the community in cooperation with agencies, organizations and individuals participating in activities funded by the Alliance. Advocacy should include initiating positive changes in public or private policies and attitudes towards older persons, taking action to improve, modify, or eliminate situations which adversely impact on lives of older persons, or expressing support for older persons and their interests. Advocacy activities may be broadly supportive of the general interests of older persons or may involve specific activities on behalf of individuals.

D. CLIENTS TO BE SERVED

1. General Description
Preference shall be given to those with the greatest economic and social needs, with particular attention to low-income older individuals, including those that are low-income minorities, have limited English proficiency, and older individuals residing in rural areas.

2. OAA Title III, General Client Eligibility
Consumers shall not be dually enrolled in an OAA program, and a Medicaid capitated long-term care program, with the exception of consumers in need of OAA Legal Assistance services and OAA Congregate Nutrition Services, including transportation services to and from congregate meal sites.

2.1 OAA Title IIIB, Supportive Services, Client Eligibility

a. Individuals age 60 or older

2.2 OAA Title IIIC1, Congregate Nutrition Services
In addition to meeting the general nutrition services eligibility requirements listed in ATTACHMENT I, Paragraph 1.4.1.3 individuals must be mobile, not homebound and physically, mentally and medically able to attend a congregate nutrition program. Individuals eligible to receive congregate meals include:

a. Individuals age 60 or older; and
b. Any spouse (regardless of age) who attends the dining center with his/her eligible spouse;

c. Persons with a disability, regardless of age, who reside in a housing facility occupied primarily by older individuals where congregate nutrition services are provided;
d. Disabled persons who reside at home with and accompany an eligible person to the dining center; and
e. Volunteers, regardless of age, who provide essential services on a regular basis during meal hours.

2.3 OAA Title IIIC2, Home Delivered Nutrition Services

In addition to meeting the general nutrition services eligibility requirements listed in ATTACHMENT I, Paragraph 1.4.1.3, individuals must be homebound and physically, mentally or medically unable to attend a congregate nutrition program. Individuals eligible to receive home delivered meals include the following:

a. Individuals aged 60 or older who are incapacitated or unable to attend a congregate nutrition site due to illness, disability, isolation, or caring for a loved one who is ill at home;
b. Individuals aged 60 or older who are unable to attend a congregate nutrition site due to teeth and mouth issues which makes it difficult to eat in public;
c. A home delivered meals recipient's spouse, regardless of age, if the provision of the collateral meal supports maintaining the person at home;
d. Individuals with disabilities, regardless of age, who reside at home with home delivered meals recipients and are dependent on them for care;
e. Persons at nutritional risk who have physical, emotional, or behavioral conditions, which would make their presence at the congregate site inappropriate;
f. Persons at nutritional risk who are socially or otherwise isolated, including those who are self-isolating at home due to potential health risks, and unable to attend a congregate nutrition site; or
g. Individuals age 60 or older who are unable to prepare meals due to a lack of or inadequacy of facilities, an inability to shop, cook, or prepare meals safely, or a lack of appropriate knowledge or skill.

2.4 OAA Titles IIIC1 and IIIC2, Nutrition Services, Client Edibility

General factors that should be considered in establishing priority for nutrition services include those older persons who meet the following:

a. Cannot afford to eat adequately;
b. Lack the skills or knowledge to select and prepare nourishing and well-balanced meals;
c. Have limited mobility which may impair their capacity to shop and cook for themselves; or
d. Have a disabling illness or physical condition requiring nutritional support or have been screened at a high nutritional risk.

2.5 OAA Title IIID, Disease Prevention and Health Promotion Services

a. Target individuals aged sixty (60) or older; and
b. Priority will be given to individuals residing in medically underserved areas.

2.6 OAA Title IIIE, Caregiver Support Services, Client Eligibility

a. Family caregivers of individuals aged 60 or older;
b. Grandparents (age 55 or older) or older individuals (age 55 or older) who are relative caregivers;
c. Priority will be given to family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction and for grandparents or older individuals who are relative caregivers who provide care for children with severe disabilities; and
d. For respite and supplemental services, a family caregiver must be providing care for an older individual who meets the definition of the term "frail" in OAA, as per ATTACHMENT I, Section 1.2.

2.7 NSIP

Meals served to an elderly individual, funded in whole or in part under Statewide Medicaid Managed Care Long-Term Care, Home Care for the Elderly, Community Care for the Elderly Programs, or other means tested programs may **not** be included in the NSIP count. OAA-funded congregate meals provided to SMMC LTC clients may be included in the NSIP count.

SECTION II – MANNER OF SERVICE PROVISION

A. Service Tasks

To achieve the goals of the OAA program, the Provider shall ensure the following tasks:

1. **Client Eligibility Determination**
   The Provider shall ensure that applicant data is evaluated annually to determine eligibility prior to rendering services. Eligibility to become a client is based on meeting the requirements described in this contract.

2. **Targeting and Screening of Service Delivery for New Clients:**
   The Provider shall develop and implement policies and procedures consistent with OAA targeting and screening criteria.

3. **Program Services:**
   The Provider shall ensure the provision of a continuum of services that meets the diverse needs of elders and their caregivers. The Provider shall ensure the performance and report performance of the following services are in accordance with the current Handbook.

4. **Program Eligibility Requirements**

   4.1 Eligibility Criteria
   Entities must meet the following criteria to be eligible for program participation:

   4.1.1 An agency that has received a grant under OAA Title III [OAA section 311(42 U.S.C. § 3030a)]: and
   4.1.2 A nutrition service provider that serves meals and is under the jurisdiction, control, management and audit authority of the Area Agency on Aging and the Department.

   4.2 Provider's Nutrition Service Operations
   The Provider shall ensure the nutrition service operations of the Provider meet the requirements of this contract, as well as any other applicable regulations and policies prescribed by the current Handbook, the Department of Health and Human Services, USDA, DOH and local health departments, DBPR, or any other agency designated to inspect meal quality for the State. The Provider must run the DBPR report monthly and agree to notify the Alliance of any sanitation inspections, especially those that include high priority violations and provide a copy of the report to the Alliance within 24 hours. Closures must be reported immediately. All subcontracted food service vendors must provide a written corrective action plan to the Nutrition Provider for any high priority or significant findings on sanitation inspections. The CAPs must be approved by the Provider's registered dietician and submitted to the Alliance to ensure that deficiencies are remedied.

   4.3 Prescribed Nutritional Requirements
   The Provider shall ensure that each meal provided under this contract meets the following criteria:

   4.3.1 Complies with the current Dietary Guidelines for Americans, published by the Secretaries of the Department of Health and Human Services and the Department of Agriculture;
   4.3.2 Provides a minimum of 33 1/3 percent of the dietary reference intakes/adequate intakes for an age 70+ female as established by the Food and Nutrition Board of the National Academy of Sciences; and
   4.3.3 Is served from and approved Alliance menu.
   4.3.4 Food Origin and Commodities Requirements
   4.3.5 Consistent with existing requirements of the NSIP, the Provider and its service providers may use NSIP cash to purchase foods of U.S. origin for their nutrition projects under Title III of the OAA. NSIP funds must be used to expand meal services to older adults.

5. **Monitoring** the performance of its subcontractors and/or vendors

6. **Comply** with the Alliance's Nutrition policies and procedures

B. Staffing Requirements

1. **Staffing Levels**
The Provider shall assign its own administrative and support staff as needed to perform the tasks, responsibilities and duties under this contract and ensure that subcontractors and/or vendors dedicate adequate staff accordingly.

2. **Professional Qualifications**
The Provider shall ensure that the staff responsible for performing any duties or functions within this contract have the qualifications as specified in the Handbook.

3. **Service Times**
The Provider shall ensure the provision of services listed in this contract during normal business hours unless other times are more appropriate that meet the performance requirements of this contract, and it shall monitor its subcontractors and/or vendors to ensure they are available to provide services during hours responsive to client needs and during those times which best meet the needs of the relevant service community.

4. **Use of Volunteers to Expand the Provision of Available Services**
The Provider shall make use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Provider shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out Federal service programs administered by the Corporation for National and Community Service), in community service settings.

5. **Use of Subcontractors and/or Vendors**
If this contract involves the use of a Subcontractor or third party, then the Provider shall not delay the implementation of its agreement with the Subcontractor. If any circumstance occurs that may result in a delay of a period of 60 days or more the initiation of the subcontract or the performance of the Subcontractor, the Provider shall notify the Alliance's Contract Manager in writing of such delay. The Provider shall not permit a Subcontractor to perform services related to this agreement without having a binding Subcontractor agreement executed. In accordance with Section 23 of this Contract, the Alliance will not be responsible or liable for any obligations or claims resulting from such action.

5.1. **Copies of Subcontracts**:
The Provider shall submit a copy of all subcontracts to the Alliance Contract Manager within thirty (30) days of the subcontract being executed.

5.2. **Monitoring the Performance of Subcontractors**:
The Provider shall programmatically monitor, at least once per year, each of its Subrecipients. The Provider shall perform programmatic monitoring to ensure contractual compliance, and programmatic performance and compliance with applicable state and federal laws and regulations. The Provider shall monitor to ensure that time schedules are met; the budget and scope of work are accomplished within the specified time periods, and other performance goals. The Provider shall also perform fiscal and administrative monitoring for all subcontractors to ensure fiscal accountability.

5.3. **Copies of Subcontractor Monitoring Reports**
The Provider shall forward a copy of all subcontractor monitoring reports to the Alliances' Contract Manager within thirty (30) days of the report being issued to the Subcontractors, Subrecipients, Vendors, and/or Consultants.

C. Deliverables
The following section provides the specific quantifiable units of deliverables and source documentation required to evidence the completion of the tasks specified in this contract. The Provider must submit all required documentation in the time and manner specified for the minimum performance levels to be met. Each deliverable must be accepted in writing by the Alliance Contract Manager based on the requirements for each deliverable before the Provider submits an invoice requesting payment.

1. The Provider shall ensure the provision of a continuum of services that meets the diverse needs of elders and their caregivers. The Provider shall ensure the performance and reporting of the following services in accordance with the current DOEA Handbook, and this contract. Documentation of service delivery must include a report consisting of the following: unduplicated number of clients served, number of service units provided by service, and rate per service unit with calculations that equal the total invoice amount.

   The services include the following categories:

   a. **Supportive Services (IIIB Program)**
   Supportive services include a variety of community-based and home-delivered services that support the quality of life for older individuals by helping them remain independent and productive. Services include the following:
   (1) Adult Day Care
   (2) Chore Services
   (3) Companionship
   (4) Counseling (Gerontological)
   (5) Counseling (Mental Health)
   (6) Emergency Alert Response
   (7) Education / Training
   (8) Escort
   (9) Homemaker
   (10) Medical Equipment, Services, and Supplies
   (10) Housing Improvement / Material Aid
   (11) Legal Assistance
   (12) Personal Care
   (13) Recreation
   (14) Screening and Assessment
   (15) Technology
   (16) Transportation
   (17) Specialized Medical Equipment, Svs, and Supplies

   b. **Congregate Nutrition Services (IIIC1 Program)**
   Nutrition services are provided in congregate settings and are designed to reduce hunger and food insecurity, promote socialization and the health and well-being of older individuals by assisting them to gain access to nutrition and other disease prevention and health promotion services. Services include the following:
   (1) Congregate Meals
   (2) Emergency Shelf Stable Meals
   (2) Congregate Meals Screening
   (3) Nutrition Education
   (4) Nutrition Counseling

   c. **Home Delivered Nutrition Services (IIIC2 Program)**
   In-home nutrition services are provided to reduce hunger and food insecurity; promote socialization and the health and well-being of older individuals by assisting such individuals to gain access to nutrition and other disease prevention and health promotion services. Services include the following:
   (1) Home delivered meals (Frozen or Hot)
   (2) Emergency Shelf Stable Meals
   (3) Screening & Assessment
   (4) Nutrition education
   (5) Nutrition Counseling

   d. **Disease Prevention and Health promotion Services (IIID Program)**
   Evidence-Based Disease Prevention and Health Promotion ("EBDPHP") services have been demonstrated through evaluation to be effective for improving the health, wellbeing or reducing disease, disability and/or injury among older adults, and proven effective with older adult populations. The ACL defines EBDPHP services as meeting highest-level criteria. Only services that meet the highest-level criteria are allowed under the IIID Program. EBDPHP services must be delivered per the requirements of the program and ensure program fidelity. Evidence based programs include the following:
   (1) A Matter of Balance
   (2) Chronic Disease Self-Management
   (3) Diabetes Self-Management Program
   (4) Enhanced Fitness
   (5) Bingosize
   (6) Arthritis Foundation Tai Chi
   (7) Walk with Ease
   (8) Savvy Caregiver

e. **Caregiver Support Services (IIIE Program)**
The following services are intended to provide direct help to caregivers, assist in the areas of health, nutrition and financial literacy and assist caregivers in making decisions and problem solving related to their caregiving roles and responsibilities:
(1) Adult Day Care
(2) Caregiver Training/Support (Individual & Group)
(3) Respite Services (Home & Facility)
(4) Screening/Assessment

f. **Caregiver Support Supplemental Services (IIIES Program)**
The following services are provided to complement the care provided by caregivers:
(1) Chore Services
(2) Housing Improvement / Material Aid
(3) Specialized Medical Equipment, Services and Supplies.
(4) Legal Assistance

g. **Caregiver Support Grandparent Services (IIIEG Program):**
Services for grandparents or older individuals who are relative caregivers designed to help meet their caregiving obligations include the following:
(1) Sitter
(2) Home Delivered Meals
(3) Homemaker

2. **Service Units**
The Provider shall ensure that the provision of services described in this contract is in accordance with the current DOEA Handbook and the service tasks described in Section II.A. Attachment VII lists the services that can be performed, budget allocation for each service, the number of units of service, and the reimbursement unit rate. Units of service will be paid pursuant to the rate established in Attachment VII.

3. **Administrative Responsibilities**
The Provider shall provide management and oversight of OAA Program operations in accordance with the current DOEA Handbook which include the following:

a. Establish contractual agreements or vendor agreements with appropriate and capable subcontractors, when applicable.
b. Provide technical assistance to subcontractors and vendors to ensure provision of quality services.
c. Monitor and evaluate subcontractors and vendors for appropriate programmatic and fiscal compliance.
d. Appropriately submit payments to subcontractors.
e. Establish procedures for handling recipient complaints and ensure that subcontractors develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, or any other advice related to complaints other than termination, suspension or reduction in services that require the grievance process as described in Appendix D, Department of Elder Affairs Programs and Services Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of complaint, and the determination of each complaint.
f. Ensure compliance with Client Information and Registration Tracking System (eCIRTS) regulations.
g. Monitor outcome measures in accordance with targets set by the Department.
h. Conduct client satisfaction surveys to evaluate and improve service delivery.

D. **Reports**
The Provider is responsible for responding in a timely fashion to additional routine and/or special requests for information and reports required by the Alliance. The Provider must establish due dates for any subcontractors and/or vendors that permit the Provider to meet the Alliance's reporting requirements.

1. **Service Cost Report (SCR):**
The Provider shall submit a SCR to the Alliance annually and no later than ninety (90) calendar days after the Provider Fiscal Year end. The SCR shall reflect the actual costs of providing each service by program for the preceding contract year. Failure to submit an accurate SCR no later than ninety (90) calendar days after the Provider Fiscal Year end may result in a withholding of invoice payment.

2. **Surplus/Deficit Report**
The Provider will submit a consolidated surplus/deficit report in a format provided by the Alliance to the Alliance's Contract Manager in conjunction with the required monthly billing submission. This report is for this contract between the Provider and the Alliance. The report will include the following:

   a. The Provider's detailed plan, by program and service, on how the surplus or deficit spending exceeding the 1% threshold will be resolved;
   b. A detailed plan on how the surplus or deficit spending exceeding the 1% monthly threshold will be resolved. The plan must include specific budget numbers to reflect how the Provider plans to address the variance.
   c. Number of clients currently on the waitlist (APCL).
   d. Number of Unduplicated Client served.

   In accordance with its surplus/deficit management policies, in order to maximize available funding and minimize the time that potential clients must wait for services, the Alliance in its sole discretion can reduce funding awards if the Provider is not spending according to monthly plans and is projected to incur a surplus at the end of the year.

3. **Volunteer Activity Report**
The Provider shall submit an annual unduplicated report of volunteer hours on the format provided by the Alliance. The data collection period is from January 1 – December 31 for each calendar year. The data submission date is five (5) working days following the close of the contract period.

4. **eCIRTS Reports:**
The Provider shall input OAA-specific data into eCIRTS, depending on the instructions provided by the Alliance, to ensure eCIRTS data accuracy. The Provider shall use CIRTS-generated (or eCIRTS generated) reports which include the following:

   a. Client Reports;
   b. Monitoring Reports;
   c. Services Reports; and
   d. Outcome Measures Reports.
   e. Fiscal Reports
   f. Miscellaneous Reports

5. **Program Highlights**
The Provider shall submit Program Highlights referencing specific events that occurred in the previous contract year by September 10th of the current contract year. The Provider shall provide a new success story, quote, testimonial, or human-interest vignette. The highlights shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the highlight, the Provider shall provide a brief description of their mission or role. The active tense shall be consistently used in the highlight narrative, in order to identify the specific individual or entity that performed the activity described in the highlight. The Provider shall review and edit Program Highlights for clarity, readability, relevance, specificity, human interest, and grammar, prior to submitting them to the Alliance.

6. **Outreach Activity**
The Provider shall report on outreach activities at least semi-annually using a uniform reporting format established by the Alliance. The format must include the following information: number and type of provider events or activities; date and location; total number of participants at each event or activity; individual service needs identified; and referral sources or information provided. Reports must be submitted by June 30 and December 31 of each contract year. At a minimum, the number of outreach activities required to be completed annually for the Provider must be consistent with the number of outreach activities referenced in the procurement documents leading to this contract.

7. **Health and Wellness Reports**
The Provider shall submit Monthly Programmatic Reports for EBDPHP services. The Provider shall submit the monthly reports with the monthly billing in accordance with Section 3.4 of this contract. Invoices submitted in accordance with Section 3.4 of this contract will not be paid unless the programmatic reports are submitted with the billing. The Alliance Contract Manager will provide an Excel spreadsheet with the following tabs: Health and Wellness (one for each month); Success Story (reported only in May); Partnership (one tab updated as needed); and a Statistical Breakdown Page.

   a. Information provided in the Monthly Programmatic Report must match CIRTS data and the Request for Payment.
   b. The Provider shall review program documentation to ensure documentation is complete and adequately supports the information reported on the Monthly Programmatic Report prior to submitting a Request for Payment. The Provider will attest to the review in the "comments" section of the Monthly Programmatic Report and provide relevant information regarding the documentation as needed.
   c. Program documentation shall include all the following elements: Sign-In Sheet or Attendance Log; flyers or documentation demonstrating efforts to recruit participants and promote EBDPHP services provided; current facilitator certificates; copy of program license (if applicable); and any forms required by the specific program.
   d. The provider shall ensure that program documentation includes a Sign-In Sheet or Attendance Log with date, time, name of program, participant names, and name of program facilitator(s). If the Attendance Log does not include a space for participant signatures, additional program documentation must be included with participant signatures that match the participant names and dates in the Attendance Log. Exceptions may be approved by Alliance Contract Manager. Requests must be made in writing and kept with program documentation.
   e. Participants must write and sign their name on a program sign-in sheet or Attendance Log. Attendance Logs with participant names typed or written in by the same person will not be accepted as program documentation. If a participant refuses or is unable to write their own name and sign, the instructor may sign by proxy for the participant with a note on the sign-in sheet stating why it is necessary to do so (the note needs to be initialed and dated).
   f. The Provider shall abide by all program fidelity requirements and annually observe delivery of EBDPHP services. A note will be included in the Monthly Programmatic Report, in the comments section, when a program has been observed. Documentation pertaining to the observation will be kept and provided to the Alliance upon request.
   g. The Provider shall contact the Alliance Contract Manager in the event of an emergency or an exigent circumstance where the provider is unable to maintain an aspect of fidelity of the EBDPHP services (e.g., minimum or maximum number of participants) before the end of the workshop. At the discretion of the Alliance Contract Manager, the service may be reimbursed under this contract; however, if the fidelity infraction is discovered after the program has finished, during the Request for Payment Process or a desk review, the Provider may not be reimbursed for the workshop or shall be requested to reimburse the Alliance the cost of the workshop.
   h. The Provider shall collaborate and partner with organizations to extend the reach of EBDPHP services. Partnerships shall be designed to stimulate innovation of new approaches and activities in EBDPHP services, development of greater capacity, and leverage other funding sources. Partnerships shall also address building and sustaining an infrastructure for the dissemination of EBDPHP services. This includes, but is not limited to, recruitment of trainers and participants, covering costs for licenses, and replicating program fidelity.
   i. The Provider shall document, and provide to the Alliance upon request, evidence of partnerships created formally through Memoranda of Agreement/Understanding. The provider will be required to keep track of partnerships in the Monthly Programmatic Report. Each month the Provider shall review and provide updates as necessary.

8. **Florida Elder Law Program (FELP) Report**
The purpose of the FELP reports is to collect consistent and standard data to illustrate the range and type of legal assistance provided by the Provider to older persons in social or economic need.

   Providers funded for Legal Assistance shall submit the Florida Elder Law Program (FELP) report annually to the Alliance in the format provided by the Department to ensure that legal services reached the targeted groups and served the priority issue areas described in Attachment I, Section 1.4.1 of this contract. The Provider shall compile and report

data using the definitions and specific instructions provided by the Department and the Alliance in the FFY 2022-2023 Florida Elder Law Program Data Collection Handbook. The reporting cycle for the FELP report is from October 1 to September 30th. The FELP Report includes the following areas:

a. Cases and Client Information
b. OAAP Complaint Case Report A
c. Case Examples
d. Education Log
e. Referred From Data
f. Publications (optional)
g. Unmet Needs (optional)

**Individual clients are to be counted only once per calendar year.
Reports must be submitted annually to the Alliance by October 15th

E. Records and Documentation

1. **Requests for Payment**
The Provider shall maintain documentation to support Requests for Payment that shall be available to the Alliance, the Department, or other authorized agencies and individuals such as the Florida Department of Financial Services (DFS), upon request.

2. **eCIRTS Data and Maintenance**:
The Provider shall ensure, on a monthly basis, collection and maintenance of client and service information in eCIRTS or any such system designated by the Alliance. Maintenance includes accurate and current data, and valid exports and backups of all data and systems according to the Alliance and Department standards.

3. **Data Integrity and Back up Procedures**:
The Provider shall anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of Provider functions must be backed up. The security controls over the backup resources shall be as stringent as the protection required of the primary resources. It is recommended that a copy of the backed up data be stored in a secure, offsite location.

4. **Policies and Procedures for Records and Documentation**:
The Provider shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement of its Subcontractors. These policies and procedures shall be made available to the Alliance upon request.

F. Performance Specifications

1. **Outcomes**
At a minimum, the Provider must:

a. Ensure the provision of the services described in this contract are in accordance with the current DOEA Handbook and Section II.A. and Section II.C. of this contract;
b. The Provider shall timely submit to the Alliance all reports described in Section. II.D of this contract;
b. The Provider shall maintain all information described in Section II.E. of this contract;
d. The Provider shall ensure the prioritization and service provision of clients in accordance with Section II.A.2 of this contract;
e. The Provider shall timely and accurately submit to the Alliance Attachments IX, X and supporting documentation in accordance with Attachment VIII of this contract.
f. The Provider shall timely and accurately submit to the Alliance a Service Cost Report in accordance with Section 13.3 of this contract.

2. **Criteria**

   a. 66% of new service recipients with high-risk nutrition scores will improve their nutritional status.
   b. 65% of new service recipients will maintain or improve their ADL's assessment score.
   c. 62.3% of new service recipients will maintain or improve their IADL's assessment score.
   d. 89% of family and family-assisted caregivers will self-report they are very likely to provide care.

3. **Monitoring and Evaluation Methodology**
   The Alliance will review and evaluate the performance of the Provider under the terms of this contract. Monitoring shall be conducted through direct contact with the Provider through telephone, in writing, and/or an on-site visit. The Alliance's determination of acceptable performance shall be conclusive. The Provider agrees to cooperate with the Alliance in monitoring the progress of completion of the service tasks and deliverables. The Alliance may use, but is not limited to, one or more of the following methods for monitoring:

   a. Desk reviews and analytical reviews;
   b. Scheduled, unscheduled, and follow-up on-site visits;
   c. Client visits;
   d. Review of independent auditor's Compliance Reports, if applicable.
   e. Review of Independent Auditors Financial Report or third party compilation
   f. Review of third-party documents and/or evaluation;
   g. Review of progress reports;
   h. Review of customer satisfaction surveys;
   i. Agreed-upon procedures review by an external auditor or consultant;
   j. Limited-scope reviews; and
   k. Other procedures as deemed necessary.

G. Provider Responsibilities

1. Provider Accountability:
   All service tasks and deliverables pursuant to this contract are solely and exclusively the responsibility of the Provider, and for which, by execution of the contract, the Provider agrees to be held accountable.

2. Coordination with Other Providers and/or Entities:
   Notwithstanding those services for which the Provider is held accountable involve coordination with other entities in performing the requirements of the contract, the failure of other entities does not alleviate the Provider from any accountability for tasks or services that the Provider is obligated to perform pursuant to this contract.

H. Alliance Responsibilities

1. Alliance Obligations:
   The Alliance may provide technical support and assistance to the Provider within the resources of the Alliance to assist the provider in meeting the required tasks in the above Section II.

2. Alliance Determinations:
   The Alliance reserves the exclusive right to make certain determinations in the tasks and approaches. The absence of the Alliance setting forth a specific reservation of rights does not mean that all other areas of the contract are subject to mutual agreement.

SECTION III: METHOD OF PAYMENT

A. Payment Methods Used
The Method of Payment for this contract is a combination of fixed fee/unit rate, cost reimbursement, and advance payments, subject to the availability of funds and Provider performance. The Alliance will pay the Provider upon satisfactory completion of the Tasks/Deliverables, as specified in Section II and in accordance with other terms and conditions of the contract.

1. Fixed Fee/Unit Rate
   Payment for Fixed Fee/Unit Rates shall not exceed amounts established in Attachment VII, per unit of service.

2. Cost Reimbursement
   Payment may be authorized only for allowable expenditures, which are in accordance with the services specified in Attachment VII. All Cost Reimbursement Requests for Payment must include the Receipt and Expenditure Report beginning with the first month of the contract.

3. Advance Payments
   Non-profit Providers may request a monthly advance for service costs for each of the first two months (or $1/6^{th}$) of the contract period and total contract amount, based on anticipated cash needs. For the first month's advance request, the Provider shall provide to the Alliance documentation justifying the need for an advance and describing how the funds will be distributed. If the Provider is requesting two (2) months of advances, documentation must be provided reflecting the cash needs of the Provider within the initial two (2) months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Provider's financial need for the second month of advances. The Provider must also describe how the funds will be distributed for the first and second month. If sufficient budget is available, and the Department's Contract Manager, in his or her sole discretion, has determined that there is justified need for an advance, the Department will issue approved advance payments after July 1st of the contract year.

   All advance payments made to the Provider shall be reimbursed to the Alliance as follows: At least one–tenth of the advance payment received shall be reported as an advance recoupment on each Request for Payment (Attachment XI) for each Region being billed, starting with the invoice submission of the third month activities and billing, in accordance with the Invoice Report Schedule (Attachment IX).

B. Method of Invoice Payment

Payment shall be made upon the Provider's presentation of an invoice subsequent to the acceptance and approval by the Alliance of the deliverables shown on the invoice and payment has been received from DOEA. The form and substance of each invoice submitted by the Provider shall be as follows:

1. A separate set of billing reports must be submitted for each County and further for each Region within the County. For billing purposes, County Wide Services are considered to be a Region and should be invoiced on a separate set of billing reports.

2. Request payment on a monthly basis for the units of services established in this contract, provided in conformance with the requirements as described in the DOEA Programs and Services Handbook, and at the rates established in Attachment VII of the contract. Documentation of service delivery must include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit with calculations that equal the total invoice amount. Any change to the total contract amount requires a formal amendment.

3. For each Region, the Provider shall consolidate all subcontractors' Requests for Payment and Expenditure Reports that support Requests for Payment and shall submit to the Alliance using forms Request for Payment (Attachment IX), Receipt and Expenditure Reports (Attachment X) for all services.

4. All Requests for Payment shall be based on the submission of monthly Expenditure Reports beginning with the first month of the contract. The schedule for submission of advance requests and invoices is Invoice Schedule, Attachment VIII;

5. In the event that services were not billed during the regular billing cycle, the Provider may request payment for services no later than 90 days after the month in which the expense was incurred, except that requests cannot be made after the contract closeout date. Request for payment of services rendered 90 days after the month in which the expense was incurred will require approval of the contract manager prior to the billing of such incurred expenses. Late service billing requests will not be paid unless justification is submitted and approved by the contract manager;

6. The Provider shall maintain documentation to support payment requests which shall be available to the Alliance, the Department, and the Department of Financial Services, or other authorized state and federal personnel upon request; and

7. All payments under the terms of this contract are contingent upon an annual appropriation by the Legislature, and subject to the availability of funds.

C. Payment Withholding and / or Financial Penalty

Any payment due by the Alliance under the terms of this contract may be withheld pending the receipt and approval by the Alliance of all financial and programmatic reports due from the Provider and any adjustments thereto, including any disallowance not resolved as outlined in this Contract.

D. Final Invoice Instructions

The Provider shall submit the final Request for Payment to the Alliance no later than 30 days after the contract period ends and as referenced in Attachment VIII. If the contract is terminated prior to the end date of the contract, then the Provider must submit the final request for payment to the Alliance no more than 30 days after the contract is terminated. If the provider fails to do so, all right to payment is forfeited, and the Alliance will not honor any requests submitted after the aforesaid time period.

E. eCIRTS Data Entries for Subcontractors

The Provider must require Subcontractors to enter all required data for clients and services in the eCIRTS database per the DOEA Programs and Services Handbook and the eCIRTS User Manual - Aging Provider Network users (located in Documents on the eCIRTS Enterprise Application Services). Subcontractors must enter this data into the eCIRTS prior to submitting their requests for payment and expenditure reports to the Provider. The Provider shall establish deadlines for completing eCIRTS data entry and to assure compliance with due dates for the requests for payment and expenditure reports that Provider must submit to the Alliance.

F. Providers' Monthly eCIRTS Reports

The Provider must run monthly eCIRTS reports and verify client and service data in the eCIRTS is accurate. This report must be submitted to the Alliance with the monthly request for payment and expenditure report and must be reviewed by the Alliance before the Provider's request for payment and expenditure reports can be approved by the Alliance.

G. Consequences of Non-Compliance:

Should it be determined that the Provider is found to not be incompliance with any deliverables, aspects or requirements of this contract, the Alliance may:

1. Require a Corrective Action Plan (CAP)
   a. If at any time the Provider is notified by the Alliance's Contract Manager that it has failed to correctly, completely, and/or adequately perform contract deliverables identified in Section II.C and III.D, or any other contractual requirements of this contract, the Provider will have ten (10) business days to submit a CAP to the Alliance's Contract Manager that addresses the deficiencies and states how the deficiencies will be remedied within the time approved by the Alliance's Contract Manager. The Alliance may assess a Financial Consequence for Non-Compliance on the Contractor as referenced in Section III.G.2. of this contract for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The Alliance may also assess a financial consequence for failure to timely submit a CAP.
   b. If the Provider fails to correct an identified deficiency within the approved time specified in the CAP, the Alliance may deduct financial consequence established in Section III.G.2. of this contract from the payment for the invoice of the following month.
   c. If the Provider fails to timely submit a CAP, the Alliance shall deduct the amount established in Section III.G.2 of this contract. The deduction will be made from the payment for the invoice of the following month(s).
   d. Failure to submit a CAP may result in contract termination.

2. Financial Consequences
   a. Failure to submit a CAP timely may result in a financial penalty up to the lower of $25,000 or 5% of the Provider Contract amount and may be calculated on the totality of all Alliance funded contracts, depending on the area of non-compliance.
   b. Failure to correct an identified deficiency may result in a financial penalty up to the lower of $25,000 or 5% of the Provider Contract amount and may be calculated on the totality of all Alliance funded contracts related to the deficiency, depending on the area of non-compliance.

c. Failure to comply with established assessment and prioritization criteria as per Section II.A and as evidenced by eCIRTS reports may result in a financial penalty of the lower of $25,000 or 5% and may be calculated on the totality of all related Alliance funded contracts, depending on the area of compliance. A second offense may result in a financial consequence of the lower of $50,000 or 10% and may be calculated on the totality of alliance funded contracts.
d. Failure to provide services in accordance with the current DOEA Handbook, the service tasks described in Section II.A., and the Budget summary (Attachment XII), and/or failure to submit required documentation may result in a result in a financial penalty of the lower of $25,000 or 5% and may be calculated on the totality of all related Alliance funded contracts, depending on the area of compliance. A second offense may result in a financial consequence of the lower of $50,000 or 10% and may be calculated on the totality of related Alliance funded contracts.
e. Failure to perform management and oversight of the OAA Programs operations may result in a financial consequence of the lower of $50,000 or 10% and may be calculated on the totality of alliance funded

IV. SPECIAL PROVISIONS

A. Provider's Financial Obligations

1. **Matching, Level of Effort, and Earmarking Requirement:**
The Provider must provide a match of at least 10 percent of the cost for services funded through this contract, except for Title IIID. The match will be made in the form of cash and/or in-kind resources. At the end of the contract period, all funds through this contract, except for Title IIID must be properly matched.

2. **Management and Use of Service Dollars and Continuity of Service:**

a. The Provider is expected to spend all funds provided by the Alliance for the purpose specified in this contract. The Provider must manage the service dollars in such a manner so as to avoid having a surplus of funds at the end of the contract period. If the Alliance determines that the Provider is not maximizing available funding, the Alliance, in accordance with its Surplus/Deficit Fiscal policies, may transfer funds to other Providers and/or adjust subsequent funding allocations accordingly.

b. The Provider shall ensure that contract services will be provided until the end of the contract period. In order to enable the Provider to better manage the services under this contract and to maximize the use of available resources, the Alliance has established a spending authority as identified in Budget Summary, Attachment VII. The Provider is responsible for managing the spending authority so that a continuity of service can be maintained for the maximum number of consumers. The Provider agrees to assume responsibility for any contractual deficit that may be incurred.

3. **Consumer Contributions**
Consumer contributions are to be used under the following terms:

a. The Provider assures compliance with Section 315 of the OAA as amended in 2006, in regard to consumer contributions;
b. Voluntary contributions are not to be used for cost sharing or matching;
c. Accumulated voluntary contributions are to be used prior to requesting federal reimbursement; and
d. Voluntary contributions are to be used only to expand services.

4. **Budget Summary:**
The Alliance has established a spending authority based on services and rate detailed in the SPA and the Budget Summary, Attachment VII and any revisions thereto approved by the Alliance. Any changes in the total amounts of the funds identified on the Budget Summary require a contract amendment.

B. Remedies for Nonconforming Services

1. The Provider shall ensure that all goods and/or services provided under this contract are delivered timely, completely and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants.

2. If the Provider fails to meet the prescribed quality standards for services, such services will not be reimbursed under this contract. In addition, any nonconforming goods (including home delivered meals) and/or services not meeting such standards will not be reimbursed under this contract. The Provider's signature on the request for payment form certifies maintenance of supporting documentation and acknowledgement that the Provider shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Alliance requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.

3. The Alliance will pass through to the provider any financial consequences imposed by the Department on the Alliance should the provider be at fault and/or cause for the imposed financial consequence. Any passthrough financial consequences will be withheld by reduction of payment and will levy against the provider for the following:

   a. Delivery of services to eligible clients as referenced in Attachment I, Section II of this contract – Failure to comply with established assessment and prioritization criteria as evidenced by eCRITS reports.
   b. Services and units of services as referenced in Attachment I, Section II of this contract – Failure to provider services in accordance with the current DEOA Handbook
   c. Administrative duties as referenced in Attachment I, Section II of this contract – Failure to perform management and oversight of the program operations.

C. Investigation of Criminal Allegations

Any report that implies criminal intent on the part of the Provider or any Subcontractors and referred to a governmental or investigatory agency must be sent to the Alliance which will in turn forward the information to the Department. If the Alliance has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or other governmental agency, the Alliance shall notify the Inspector General at the Department immediately. A copy of all documents, reports, notes or other written material concerning the investigation, whether in the possession of the Provider or Subcontractors, must be sent to the Alliance which will in turn send the material to the Department's Inspector General with a summary of the investigation and allegations.

D. Volunteers

The Provider shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Provider shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

E. Use of Service Dollars and Management of Assessed Priority Consumer List

The Provider is expected to spend all federal, state, and other funds provided by the Alliance for the purpose specified in the contract. The Provider must manage the service dollars in such a manner so as to avoid having a surplus of funds at the end of the contract period, for each program managed by the Provider. The Provider understands and agrees to the reallocation of funding as described in Attachment I, Section II.E.3. of this contract.

F. Investigation of Criminal Allegations

Any report that implies criminal intent on the part of the Provider or any subcontractors and referred to a governmental or investigatory agency must be sent to the Department and the Alliance. If the Provider has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or governmental agency, the Provider shall notify the Inspector General at the Department immediately. A copy of all documents, reports, notes, or other written material concerning the investigation, whether in the possession of the Provider or subcontractors, must be sent to the Department's Inspector General with a summary of the investigation and allegations.

G. Rate Increase Thresholds

Rates may only increase from one contract year to the next at a rate consistent with the annual rate of inflation in the

Consumer Price Index (CPI) percentage change for all items as determined by the Bureau of Labor Statistics for the 12-months prior to the Department's required Area Plan submission date and as per the Alliance policy incorporated her in by reference. See https://www.bls.gov/charts/consumer-price-index/consumer-price-index-by-category.htm#

In order to receive the rate increase:

1. The Provider must submit a written request to receive a rate increase as described in the previous paragraph. The written request must be received no later than September 15 for the new rate beginning in the following contract year.
2. Should the requested rate increase exceed 5% of the current year's rate, the Provider must provide:
   a. A detailed written justification describing the reason(s) for the interim rate adjustment. This explanation shall include a detailed assessment of potential organizational and client impact. The written justification shall provide sufficient detail for the Alliance to review, identifying the service or commodity component(s) that are increasing Provider costs;
   b. Supporting documentation for the written justification;
   c. A current rate and a requested rate unit cost methodology;
   d. A simplified Unit Cost Methodology

3. Note: All rate increase thresholds mentioned in the above language is cumulative from rate at the time of contract execution.

ATTACHMENT II
FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Alliance to the provider may be subject to audits and/or monitoring by the Alliance and/or the Department as described in this section.

I. MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133, as revised), and s. 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by the Alliance and/or the Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the Provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Alliance. In the event the Alliance and/or the Department determines that a limited scope audit of the Provider is appropriate, the Provider agrees to comply with any additional instructions provided by the Alliance and/or the Department to the Provider regarding such audit. The Provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Alliance and/or the Department.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event that the Provider expends $1,000,000.00 or more in federal awards during its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. EXHIBIT 2 to this agreement indicates federal resources awarded through the Alliance by this agreement. In determining the federal awards expended in its fiscal year, the Provider shall consider all sources of Federal awards, including federal resources received from the Alliance. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200. An audit of the Provider conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200, will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph I, the Provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR Part 200.508.

If the Provider expends less than $1,000,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, is not required. In the event that the Provider expends less than $1,000,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Provider resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Alliance shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Alliance and/or the Department shall be fully disclosed in the audit report with reference to the Alliance agreement involved. If not otherwise disclosed as required by 2 CFR Part 200.510, the schedule of expenditures of federal awards shall identify expenditures by agreement number for each agreement with the Alliance in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the Provider's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the Provider is a non-state entity as defined by s. 215.97(2), F.S.

In the event that the Provider expends a total amount of state financial assistance equal to or in excess of $750,000.00 in any fiscal year of such Provider (for fiscal years ending September 30, 2004 or thereafter), the Provider must have a State single or project-specific audit for such fiscal year in accordance with s. 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 2 to this agreement indicates state financial assistance awarded through the Alliance by this agreement. In determining the state financial assistance expended in its fiscal year, the Provider shall consider all sources of state financial assistance, including state financial assistance received from the Alliance, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph I, the Provider shall ensure that the audit complies with the requirements of s. 215.97(8), F.S. This includes submission of a financial reporting package as defined by s. 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Provider expends less than $750,000.00 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of s. 215.97, F.S., is not required. In the event that the Provider expends less than $750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of s. 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Provider resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Alliance shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Alliance shall be fully disclosed in the audit report with reference to the Alliance agreement involved. If not otherwise disclosed as required by Rule 691-5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Alliance in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but-no later than 12 months after the Provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the Provider's fiscal year end. Notwithstanding the applicability of this portion, the Alliance retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

II. PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, and required by PART I of this agreement shall be submitted, when required by 2 CFR Part 200.512, by or on behalf of the Provider directly to each of the following:

The Alliance at each of the following addresses:

Alliance for Aging, Inc.
Attn: Fiscal Department
760 NW 107th Avenue
Suite 214
Miami, FL 33172

For fiscal year 2013 and earlier to the Federal Audit Clearinghouse designated in 2 CFR §200.36 at the following address:

Federal Audit Clearinghouse
Bureau of the Census 1201
East 10''' Street
Jeffersonville, IN 47132

For fiscal year 2014 and later, pursuant to 2 CFR §200.512, the reporting package and the data collection form must be submitted electronically to the Federal Audit Clearinghouse.

Pursuant to 2 CFR §200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The Provider shall submit a copy of any management letter issued by the auditor, to the Florida Department of Elder Affairs, via the Alliance, at the following address:

Alliance for Aging, Inc.
Attn: Fiscal Department
760 NW 107th Avenue
Suite 214
Miami, FL 33172

Additionally, copies of financial reporting packages required by this contract's Financial Compliance Audit Attachment, Part II shall be submitted by or on behalf of the Provider directly to each of the following:

The Florida Department of Elder Affairs, via the Alliance, at the following address:

Alliance for Aging, Inc.
Attn: Fiscal Department
760 NW 107th Avenue
Suite 214
Miami, FL 33172

The Auditor General's Office at the following address:

State of Florida Auditor General
Claude Pepper Building, Room
574 111 West Madison Street
Tallahassee, Florida 32399-1450

Any reports, management letter, or other information required to be submitted to the Department pursuant to this contract shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Providers, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Provider in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The Provider shall retain sufficient records demonstrating its compliance with the terms of this contract for a period of six (6) years from the date the audit report is issued, and shall allow the Department or its designee, the CFO or Auditor General access to such records upon request. The Provider shall ensure that audit working papers are made available to the Alliance and/or the Department or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Department.

ATTACHMENT II
FINANCIAL, AND COMPLIANCE AUDIT ATTACHMENT
EXHIBIT 1

PART 1: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part §200.500, and/or s. 215.97, F.S.. Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit I is met. Providers who have been determined to be vendors are not subject to the and it requirements of 2 CFR Part §200.38, and/or s. 215.97, F.S. Regardless of whether the audit requirements are met, Providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part §200 and/or Rule 691-5.006, F.A.C., Contractor has been determined to be:

Vendor not subject to 2 CFR Part §200.38 and/or s. 215.97, F.S.
X Recipient/subrecipient subject to 2 CFR Part §200.86 and §200.93 and/or s. 215.97, F.S.
Exempt organization not subject to 2 CFR Part §200 and/or s. 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Provider is determined to be a recipient/subrecipient of federal and or state financial assistance and has been approved by the Alliance to subcontract, they must comply with s. 215.97(7), F.S., and Rule 69I-.5006, F.A.C. [state financial assistance] and 2 CFR Part §200.330 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a subrecipient must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:
2 CFR Part §200.416- Cost Principles*
2 CFR Part §200.201- Administrative Requirements**
2 CFR Part §200.500- Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:
2 CFR Part §200.400-.411-Cost Principles*
2 CFR Part §200.100 -Administrative Requirements
2 CFR Part §200.500- Audit Requirements Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:
2 CFR Part §200.418- Cost Principles*
2 CFR Part §200.100- Administrative Requirements

2 CFR Part §200.500 -Audit Requirements Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the 2 CFR Part §200.400(5) (c).
**For funding passed through U.S. Health and Human Services, 45 CFR 92; for funding passed through U.S. Department of Education, 34 CFR 80.

STATE FINANCIAL ASSISTANCE. Providers who receive state financial assistance and who are determined to be a recipient/subrecipient must comply with the following fiscal laws, rules and regulations:

Section 215.97, Fla. Stat.
Chapter 691-5, Fla. Admin. Code
State Projects Compliance Supplement Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

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ATTACHMENT II
FINANCIAL, AND COMPLIANCE AUDIT ATTACHMENT
EXHIBIT 2-FUNDING SUMMARY

Note: Title 2 CFR §200.331, as revised, and s. 215.97, F.S., require that information about Federal Programs and State Projects included in ATTACHMENT II, Exhibit 1 be provided to the recipient. Information contained is a prediction of funding sources and related amounts based on the contract budget.

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
Older Americans Act Title IIIB – Support Services	U.S. Health and Human Services	93.044	$69,211.00
Older Americans Act Title IIIC1 – Congregate Meals	U.S. Health and Human Services	93.045	$138,000.00
Older Americans Act Title IIIC2 – Home Delivered Meals	U.S. Health and Human Services	93.045	$238,000.00
Older Americans Act Title IIID	U.S. Health and Human Services	93.043	$29,450.00
Older Americans Act Title IIIE – Caregiver Support Services Title IIIEG – Caregiver Support Services Title III ES – Caregiver Support Services	U.S. Health and Human Services	93.052	$136,260.00 $30,000.00 $78,360.00
Older Americans Act Nutrition Services Incentive Program	U.S. Health and Human Services	93.053	
TOTAL FEDERAL AWARD			**$719,281.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

FEDERAL FUNDS:
2 CFR Part 200- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

MATCHING RESOUCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

STATE FINANCIAL ASSITANCE SUBJECT TO sec. 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL AWARD			

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:
STATE FINANCIAL ASSISTANCE:
Section 215.97, F.S., Chapter 69I-5, F.A.C., Reference Guide for State Expenditures, Other fiscal requirements set forth in program laws, rules and regulations.

CERTIFICATIONS AND ASSURANCES

DOEA will not award this Contract unless the Provider completes these CERTIFICATIONS AND ASSURANCES in performance of this contract. The Provider provides the following certifications and assurances:

A. **Debarment and Suspension Certification *(29* CFR Part 95 and 45 CFR Part 75)**

B. **Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**

C. **Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**

D. **Certification Regarding Public Entity Crimes, section 287.133, F.S.**

E. **Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**

F. **Certification Regarding Scrutinized Companies Lists, section 287.135, F.S.**

G. **Certification Regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans and Cooperative Agreements**

H. **Verification of Employment Status Certification**

I. **Records and Documentation**

J. **Certification Regarding Inspection of Public Records**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTION.

The undersigned Provider certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

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

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

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

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, vendors, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this certification accordingly.

B. CERTIFICATION REGARDING LOBBYING - CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS.
The undersigned Provider certifies, to the best of its knowledge and belief, that:

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

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

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub- recipients and contractors shall certify and disclose accordingly.

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

C. NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80). -As a condition of the Contract, Provider assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.

2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin , be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that,

in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

5. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.

6. The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices, including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

Providers also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Provider's operation of the WIA Title I - financially assisted program or activity, and to all contracts, Provider makes to carry out the WIA Title I - financially assisted program or activity. Provider understands that DOEA and the United States have the right to seek judicial enforcement of the assurance.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, vendors, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Provider hereby certifies that neither it, nor any person or affiliate of Provider, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.
Provider understands and agrees that it is required to inform DOEA immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (PUB. L. 111-117).

As a condition of the Contract, Provider assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-24 2), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, vendors, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

F. CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS, SECTION 287.135, F.S.

If this Contract is in the amount of $1 million or more, in accordance with the requirements of Section 287.135, F.S., Provider hereby certifies that it is not participating in a boycott of Israel, is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, F.S.

Provider understands that pursuant to Section 287.135, F.S., the submission of a false certification may subject Provider to civil penalties, attorney's fees, and/or costs.

If Provider is unable to certify any of the statements in this certification, Provider shall attach an explanation to this Contract.

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR CONTRACTS, AGREEMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

1. The Provider and any subcontractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

2. Management Information Systems used by the Provider, subcontractors, vendors, or any outside entity on which the Provider is dependent for data that is to be reported, transmitted, or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Provider will take immediate action to assure data integrity.

3. If this contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Provider (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.

4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Provider agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.

5. The Provider and any subcontractors and/or vendors of services under this contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Florida Department of Elder Affairs, Provider certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by the Provider during the contract term to perform employment duties pursuant to this contract and that any subcontracts include an express requirement that subcontractors and/or vendors performing work or providing services pursuant to this Contract utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor and/or vendor during the entire contract term.

The Provider shall require that the language of this certification be included in all sub-agreements, sub-grants, and other agreements/contracts and that all subcontractors and/or vendors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Circulars A-102 and 2 CFR Part 200, and 215 (formerly 0MB Circular A-110).

I. RECORDS AND DOCUMENTATION

The Provider agrees to make available to Department staff and/or any party designated by the Department any

and all contract related records and documentation. The Provider shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the Department. Maintenance includes valid exports and backups of all data and systems according to Department standards.

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of sections, 10.1, 10.2 of the Standard Contract, and 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by Section 119.0701(4), F.S., and the Department is named in the civil action, Provider agrees to indemnify and hold harmless the Department for any costs incurred by the Department, and any attorneys' fees assessed or awarded against the Department from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.

   a. Notwithstanding Section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Department and state agencies or subdivisions defined in Section 768.28(2), F.S.

2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity **which pertain to the public agency (Florida Department of Elder Affairs)** are public records. Section 119.07, F.S, states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

   Additionally, I certify this organization does __ does not ✓ provide for institutional memberships.

Provider's signature below attests that records pertaining to the dues or membership application by the Alliance and the Department are available for inspection as stated above.

By execution of this contract, Provider must include these provisions in all related subcontract agreements (if applicable).

By execution of this contract, Provider must include these provisions (A-J) in all related subcontract agreements (if applicable).

By signing below, Provider certifies the representations outlined in parts A through J above, are true and correct.

Sr. Director

Signature and Title of authorized Representative

1100 Simonton Street, 2nd Floor
Street Address

Monroe County Board of County Commissioners, Social Services/In-Home Services

Provider Name

12/26/2024
Date

Key West, FL 33040
City, State, Zip code

ATTACHMENT VI

ASSURANCES—NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0043), Washington, DC 20503.
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction sub agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000.00 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12 Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Sr. Director
APPLICANT ORGANIZATION	DATE SUBMITTED
Monroe County Board of County Commissioners, Social Services/In-Home Services	12/26/2024

ATTACHMENT VII

CONTRACT BUDGET SUMMARY BY SERVICE AND TITLE

eCIRTS SUMMARY FOR THE AGENCY

			Region A		Region B		County Wide		Total	
Program	Services to be Provided	Service Unit Rate	Maximum Units of Service	Maximum Dollars	Maximum Units of Service	Maximum Dollars	Maximum Units of Service	Maximum Dollars	Maximum Units of Service	Maximum Dollars
OA3B	Companionship	$ 38.00	59	2,240.00	59	$ 2,240.00	-	-	118	$ 4,480.00
OA3B	Escort	$ 25.85	87	2,240.00	87	$ 2,240.00	-	-	173	$ 4,480.00
OA3B	Homemaker	$ 38.00	362	13,760.00	362	$ 13,760.00	-	-	724	$ 27,520.00
OA3B	Personal Care	$ 45.00	306	13,760.00	306	$ 13,760.00	-	-	612	$ 27,520.00
OA3B	Screening & Assessment	$ 90.00	29	2,605.50	29	$ 2,605.50	-	-	58	$ 5,211.00
O3C1	Congregate Meals	$ 15.00	4,410	66,150.00	4,410	$ 66,150.00	-	-	8,820	$ 132,300.00
O3C1	Congregate Meals MLTC	$ 15.00	-	-	-	$ -	-	-	-	$ -
O3C1	Congregate Meals Guest	$ 15.00	-	-	-	$ -	-	-	-	$ -
O3C1	Congregate Meals Volunteer	$ 15.00	-	-	-	$ -	-	-	-	$ -
O3C1	Emergency Congregate Meals	$ 15.00	50	750.00	50	$ 750.00	-	-	100	$ 1,500.00
O3C1	Nutrition Education	$ 2.25	133	300.00	133	$ 300.00	-	-	267	$ 600.00
O3C1	Nutrition Counseling	$ 95.00	3	300.00	3	$ 300.00	-	-	6	$ 600.00
O3C1	Congregate Meals Screening	$ 45.00	33	1,500.00	33	$ 1,500.00	-	-	67	$ 3,000.00
O3C2	Home Delivered Meals Frozen	$ 10.00	10,711	107,107.00	12,348	$ 123,477.00	-	-	23,058	$ 230,584.00
O3C2	Emergency Home Delivered Shelf Meals	$ 15.00	60	900.00	67	$ 1,000.00	-	-	127	$ 1,900.00
O3C2	Nutrition Educatuion	$ 2.25	133	300.00	178	$ 400.00	-	-	311	$ 700.00
O3C2	Nutrition Counseling	$ 95.00	3	300.00	4	$ 400.00	-	-	7	$ 700.00
O3C2	Screening & Assessment	$ 90.00	21	1,893.00	25	$ 2,223.00	-	-	46	$ 4,116.00
OA3D	Enhanced Fitness (English)	$ 150.00	-	-	-	$ -	160	24,000.00	160	$ 24,000.00
OA3D	Chronic Disease Self Management	$ 2,651.67	-	-	-	$ -	2	5,450.00	2	$ 5,450.00
OA3E	Adult Day Care	$ 200.00	110	22,020.00	110	$ 22,020.00	-	-	220	$ 44,040.00
OA3E	Respite In Home	$ 45.00	635	28,560.00	-	$ -	-	-	635	$ 28,560.00
OA3E	Respite Facility	$ 15.00	2,000	30,000.00	2,133	$ 32,000.00	-	-	4,133	$ 62,000.00
OA3E	Screening & Assessment	$ 90.00	11	996.00	7	$ 664.00	-	-	18	$ 1,660.00
OA3EG	Sitter	$ 44.98	-	-	-	$ -	222	10,000.00	222	$ 10,000.00
OA3EG	Home Delivered Meals	$ 10.00	-	-	-	$ -	2,000	20,000.00	2,000	$ 20,000.00
OA3ES	Chore	$ 40.00	-	-	-	$ -	500	20,000.00	500	$ 20,000.00
OA3ES	Enhanced Chore	$ 45.00	-	-	-	$ -	161	7,250.00	161	$ 7,250.00
OA3ES	Material Aide	Cost Reimb		-		$ -		15,000.00		$ 15,000.00
OA3ES	Housing Improvement	Cost Reimb		-		$ -		15,000.00		$ 15,000.00
OA3ES	Specialized Medical Equipment & Supplies	Cost Reimb		-		$ -		21,110.00		$ 21,110.00
	TOTAL			$ 295,681.50		$ 285,789.50		$ 137,810.00		$ 719,281.00

ATTACHMENT VIII

OLDER AMERICANS ACT CONTRACT REPORT CALENDAR
ADVANCE BASIS CONTRACT

Report Number	Based On	Submit to Alliance On This Date
1	January Advance*	January 6
2	February Advance*	January 6
3	January Expenditure Report	February 6
4	February Expenditure Report	March 6
5	March Expenditure Report	April 6
6	April Expenditure Report	May 6
7	May Expenditure Report	June 6
8	June Expenditure Report	July 6
9	July Expenditure Report	August 6
10	August Expenditure Report	September 6
11	September Expenditure Report	October 6
12	October Expenditure Report	November 6
13	November Expenditure Report	December 6
14	December Expenditure Report	January 6
15	Final Expenditure and Close Out Report	January 31

Legend: * Advance based on projected cash need.

Note # 1: Report #1 for Advance Basis Agreements cannot be submitted to the Department of Financial Services (DFS) prior to January 1 or until the agreement with the Alliance has been executed and a copy sent to DFS. Actual submission of the vouchers to DFS is dependent on the accuracy of the expenditure report.

Note # 2: Report numbers 5 through 14 shall reflect an adjustment of one-tenth of the total advance amount, on each of the reports, repaying advances issued the first two months of the agreement. The adjustment shall be recorded in Part C, 1 of the report (ATTACHMENT IX).

Note #3: Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the Alliance payment is to accompany the report.

REQUEST FOR PAYMENT
FORM 106
OLDER AMERICANS ACT / NSIP

PROVIDER NAME, ADDRESS, PHONE & FED ID NUMBER	TYPE OF REPORT:	
Provider Name:	Advance	Contract #:
Provider Address:	Reimbursement	Contract Period:
Provider Telephone:	County	Report Period:
	Region	REPORT #:

CERTIFICATION: I hereby certify to the best of my knowledge that this request conforms with the terms and the purposes set forth in the above contract.

Prepared By:_____ Date:_____ Approved By:_____ Date:_____
(Signature) (Signature)

SAMPLE

BUDGET SUMMARY	IIIB	IIIC1	IIIC2	IIID	IIIE	NSIP	TOTAL
Approved Contract Amount	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Previous Month YTD Billed	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prior Month Ending Contract Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Current Month Amount Billed	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Less Curretn Month Adv Payback	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contracted Funds Requested for Month	0.00	0.00	0.00	0.00	0.00	0.00	0.00

P2A &11 O&A NSIP Forms Revised December 2006

RECEIPTS & UNIT COST REPORT
OAA SubTitle III-B

PROVIDER NAME, ADDRESS, PHONE# and FEID#	FUNDING SOURCE		THIS REPORT PERIOD:	
0	OAA III-B	X	Report Period	0
0	OAA III-C1			
0	OAA III-C2		Contract Period:	0
0	OAA III-D			
	OAA III-E		Report Period	0
	County	0	REPORT #:	0
	Region	0		

CERTIFICATION: I certify to the best of my knowledge and belief that this report is complete and correct and all outlays herein are for purposes set forth in the contract. Further, I certify that the attached monthly and YTD service units/unduplicated clients' reports is correct.

Prepared by: _____ Date: _____ Approved by: _____ Date: _____

INCOME/RECEIPTS	A. Approved Budget	B. Actual Total Billing for this report	C. Total Billing Year to Date	D. % of Approved Budget
Federal Funds	$ -	$	$ -	#DIV/0!
Program Income			$ -	
Cash Match (IIIB, C1, C2, IIIE)			$ -	
SUBTOTAL: Cash Receipts		$ -	$ -	
Local In-Kind match	$ -		$ -	#DIV/0!
TOTAL RECEIPTS	$ -	$ -	$ -	#DIV/0!

Prior Mo. YTD Receipts

Billable Unit Cost Report

(A) Service Code	(B) Contract Amount	(C) Billable Units	(D) Unit Rate	(E) Amount Earn This Period	(F) Y-T-D Billable Units	(G) Y-T-D Billable Cost
				$ -	-	$ -
				$ -	-	$ -
				$ -	-	$ -
				$ -	-	$ -
				$ -	-	$ -
				$ -	-	$ -
				$ -	-	$ -
ECHO			Cost Reimb.	$ -	-	$ -
MATE			Cost Reimb.	$ -	-	$ -
HOIM			Cost Reimb.	$ -	-	$ -
SCSM			Cost Reimb.	$ -	-	$ -
Total	$ -			$ -		$ -

Unduplicated Clients Served

(A) Current Month Undup Clients Served	(B) Y-T-D Undup Clients Served

Prior Month YTD Units	Prior Month YTD $$
	$ -

PSA #11 OAA NSIP Forms. Revised December 2024

RECEIPTS AND EXPENDITURE REPORT
NSIP

PROVIDER NAME, ADDRESS, PHONE#	PROGRAM FUNDING SOURCE :		Contract #	0
	NSIP	X	Contract Period	0
0			Report Period	0
0				
0	County	0	REPORT #	0
0				
	Region	County Wide		

CERTIFICATION I certify to the best of my knowledge and belief that this report is complete and all outlays herein are for purposes set forth in the contract.

Prepared by : _____ Date : _____ Approved by _____ Date _____
(Signature) (Signature)

EXPENDITURE COMPUTATION	CURRENT MONTH		YEAR TO DATE		PREVIOUS YTD UNITS	
	CONGREGATE	HOME DELIVERED	CONGREGATE	HOME DELIVERED	CONGREGATE	HOME DELIVERED
OAA Funded Meals UNITS *	0	0	0	0	0	0
LSP Funded Meals UNITS	0	0	0	0	0	0
NDP Funded Meals UNITS	0	0	0	0	0	0
Total Funded Meals UNITS	0	0	0	0	0	0
Line 1 Times $ 72 cents per Meal	$0.00	$0 00	$0 00	$0 00		
	MTD Total Meals	0	YTD Total Meals	0		
	MTD Total Expenditures	$0 00	YTD Total Expenditures	$0 00		

CONTRACT SUMMARY

Approved Contract Amount	$0 00
Actual Expenditures for this Report	$0.00
Total Expenditures Year to Date	$0 00
Contract Balance	$0.00

* Should reconcile to C1 and C2 units billed for the month If not an expalantion must be provided below

SAMPLE

PSA #11 OAA NSIP Forms Revised December 2024

PSA/PROVIDER MONTHLY MEALS REPORT

PSA Number	11
Month of Report	0
Number of days served this month	

Total number of meals, regardless of funding source, served to:
- all persons 60 years of age or older and their spouses, regardless of age
- volunteers, regardless of age, who provider services during meal hours on a Regular basis
- handicapped or disabled individuals residing in housing facilities occupied primarily by elderly at which congregate meal services were provider during the month.

Provider Name	Congregate Meals	Home-Delivery Meals	Total
0	0	0	0
TOTAL:	0	0	0

I certify that the above information is accurate and complete to the best of my knowledge.

Signature: _____ Title: _____ Date: _____

SAMPLE

PSA #11 OAA NSIP Forms, Revised Decedmber 2024

ATTACHMENT B

STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS

	CIVIL RIGHTS COMPLIANCE CHECKLIST	
Program/Facility Name: Monroe County Board of County Commissioners, Social Services/In-Home Services	County: Monroe	
Address 1100 Simonton Street Suite 2-257	Completed By Kim W. Wean	
City, State, Zip Code Key West, FL. 33040	Date 12/26/24	Telephone (305) 292-4588

PART I.

READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided: The entire FLORIDA KEYS (Monroe County) is approximately 120 miles & is considered rural with some urban characteristics. Services to be provided are: RESP, RESF, HMK, PECA, SCAS, SCOM, &

2. POPULATION OF AREA SERVED. Source of data:

Total # 82,874	88% White	9 % Black	26 % Hispanic	2 % Other	48% Female		

3. STAFF CURRENTLY EMPLOYED. Effective date:

Total # 36	% White 56	% Black 8	% Hispanic 36	% Other	72% Female	0 % Disabled	

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED Effective date: 1/1/25

Total #	% White	% Black	% Hispanic	% Other	75% Female	100% Disabled	% Over 40 100

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total # 5	% White 100 % 20	% Black 0	% Hispanic 0	% Other 0	% Female 40	% Disabled 0	

PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with DOEA? If NA or NO, explain. NA ☐ YES ☑ NO ☐

7. Compare the staff composition to the population. Is staff representative of the population? If NA or NO, explain.

NA ☐ YES ☑ NO ☐

8. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability? If NA or NO, explain.

NA ☐ YES ☑ NO ☐

9. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or disability? NA__ YES✓ NO__ If NA or NO, explain.

10. For in-patient services, are room assignments made without regard to race, color, national origin or disability? NA__ YES__ NO__ If NA or NO, explain.

NA - We are not a facility

11. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain. Yes

12. Are employees, applicants and participants informed of their protection against discrimination? If yes, how? Verbal ☑ Written ☑ Poster ☑ If NA or NO, explain.

13. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility. ϕ

14. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? NA__ YES✓ NO__ If NA or NO, explain.

PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

15. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? If NO, explain. Yes

16. Is there and established grievance procedure that incorporates due process in the resolution of complaints? YES✓ NO__ If NO, explain.

17. Has a person been designated to coordinate Section 504 compliance activities? YES✓ NO__ If NO, explain.

18. Do recruitment and notification materials advise applicants, employees and participants of nondiscrimination on the basis of disability? If NO, explain.

Yes

19. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? YES✓ NO__ If NO, explain.

PART IV

FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF $50,000 OR MORE.

20. Do you have a written affirmative action plan? YES✓ NO___ If NO, explain.

Alliance USE ONLY		
Reviewed By		In Compliance: YES ☐ NO* ☐
Program Office		*Notice of Corrective Action Sent ___/___/___
Date	Telephone	Response Due ___/___/___
On-Site ☐ Desk Review ☐		Response Received ___/___/___

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.

2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)

3. Enter the total number of full-time staff and their percent by race, sex and disability. Include the effective date of your summary.

4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex and disability. Include the date that enrollment was counted.

5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.

6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for DOEA recipients and their sub-grantees, 45 CFR 80.4 (a).

7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?

8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR
80.3 (b) (6).

9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).

10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients, 45 CFR
80.3 (b).

11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).

12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Florida Department of Elder Affairs or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).

14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.

15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.

16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:
    - ☐ With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
    - ☐ Modify policies and practices that do not meet Section 504 requirements.
    - ☐ Take remedial steps to eliminate any discrimination that has been identified.
    - ☐ Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.

17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).

18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).

19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).

20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, (45 CFR 84.52 (d).

21. Programs/facilities with 50 or more employees and $50,000 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246. 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

ATTACHMENT D

DEPARTMENT OF ELDER AFFAIRS

BACKGROUND SCREENING

ATTESTATION OF COMPLIANCE - EMPLOYER

AUTHORITY: ALL EMPLOYERS are required to annually submit this form attesting to compliance with the provisions of chapter 435 and section 430.0402 of the Florida Statutes.

The term "employer" means any person or entity required by law to conduct background screenings, including but not limited to, Area Agencies on Aging/Aging and Disability Resource Centers, Lead Agencies, and Service Providers that contract directly or indirectly with the Department of Elder Affairs (DOEA), and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.

A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living areas, funds, personal property, or personal identification information as defined in s. 817.568. The term also includes, but is not limited to, the administrator or a similarly titled person who is responsible for the day-to-day operations of the provider, the financial officer or similarly titled person who is responsible for the financial operations of the provider, coordinators, managers, and supervisors of residential facilities, and volunteers, and any other person seeking employment with a provider who is expected to, or whose responsibilities may require him or her to, provide personal care or services directly to clients or have access to client funds, financial matters, legal matters, personal property, or living areas." § 430.0402(1)(b), Fla. Stat. (2023).

ATTESTATION

As the duly authorized representative of: Monroe County BOCC, Social Services/ In Home Services
(Name of Employer)

Located at 1100 Simonton St, 2nd Floor, Key West, FL 33040
Street address City State Zip Code

Under penalty of perjury, I, Sheryl Graham,
(Name of Representative)

hereby swear or affirm that the above-named employer is in compliance with the provisions of chapter 435 and section 430.0402 of the Florida Statutes, regarding level 2 background screening.

Graham 12/26/2024
Signature of Representative Date

DOEA Form 235, Attestation of Compliance - Employer, Effective October 2023, F S
Form available at: https://elderaffairs.org/about-us/background-screening/background-screening-clearinghouse-training-accessing-the-clearinghouse

ATTACHMENT F

Alliance for Aging, Inc.
Business Associate Agreement

This Business Associate Agreement is dated 1/2/25, by the **Alliance for Aging, Inc. ("Covered Entity")** and **Monroe County Board of County Commissioners, Social Services/In-Home Services, ("Business Associate")**, a not-for-profit Florida corporation.

1.0 **Background.**

1.1 Covered Entity has entered into one or more contracts or agreements with Business Associate that involves the use of Protected Health Information (PHI).

1.2 Covered Entity recognizes the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and has indicated its intent to comply in the County's Policies and Procedures.

1.3 HIPAA regulations establish specific conditions on when and how covered entities may share information with Providers who perform functions for the Covered Entity.

1.4 HIPAA requires the Covered Entity and the Business Associate to enter into a contract or agreement containing specific requirements to protect the confidentiality and security of patients' PHI, as set forth in, but not limited to the Code of Federal Regulations (C.F.R.), specifically 45 C.F.R. §§ 164.502(e), 164.504(e), 164.308(b), and 164.314(a-b)(2010) (as may apply) and contained in this agreement.

1.5 The Health Information Technology for Economic and Clinical Health Act (2009), the American Recovery and Reinvestment Act (2009) and Part I – Improved Privacy Provisions and Security provisions located at 42 United States Code (U.S.C.) §§ 17931 and 17934 (2010) require business associates of covered entities to comply with the HIPAA Security Rule, as set forth in, but not limited to 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316 (2009) and such sections shall apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity.

The parties therefore agree as follows:

2.0 **Definitions.** For purposes of this agreement, the following definitions apply:

2.1 **Access**. The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any system resource.

2.2 **Administrative Safeguards**. The administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic Protected Health Information (ePHI) and to manage the conduct of the covered entity's workforce in relation to the protection of that information.

2.3 **ARRA**. The American Recovery and Reinvestment Act (2009)

2.4 **Authentication**. The corroboration that a person is the one claimed.

2.5 **Availability**. The property that data or information is accessible and useable upon demand by an authorized person.

2.6 **Breach**. The unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information.

2.7 **Compromises the Security**. Posing a significant risk of financial, reputational, or other harm to individuals.

2.8 **Confidentiality**. The property that data or information is not made available or disclosed to unauthorized persons or processes.

2.9 **Electronic Protected Health Information (ePHI).** Health information as specified in 45 CFR §160.103(1)(i) or (1)(ii), limited to the information created or received by Business Associate from or on behalf of Covered Entity.

2.10 **HITECH**. The Health Information Technology for Economic and Clinical Health Act (2009)

2.11 **Information System**. An interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people.

2.12 **Integrity**. The property that data or information have not been altered or destroyed in an unauthorized manner.

2.13 **Malicious software**. Software, for example, a virus, designed to damage or disrupts a system.

2.14 **Part I**. Part I – Improved Privacy Provisions and Security provisions located at 42 United States Code (U.S.C.) §§ 17931 and 17934 (2010).

2.15 **Password**. Confidential authentication information composed of a string of characters.

2.16 **Physical Safeguards. The physical measures, policies, and procedures to protect a covered entity's electronic** information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.

2.17 **Privacy Rule**. The Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.

2.18 **Protected Health Information (PHI).** Health information as defined in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

2.19 **Required By Law**. Has the same meaning as the term "required by law" in 45 CFR § 164.103.

2.20 **Secretary**. The Secretary of the Department of Health and Human Services or his or her designee.

2.21 **Security incident**. The attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

2.22 **Security or Security measures.** All of the administrative, physical, and technical safeguards in an information system.

2.23 **Security Rule**. The Security Standards for the protection of Electronic Protected Health Information at 45 CFR part 164, subpart C, and amendments thereto.

2.24 **Technical Safeguards**. The technology and the policy and procedures for its use that protect electronic protected health information and control access to it.

2.25 **Unsecured PHI**. Protected health information that is not secured through the use of technology or methodology specified by the Secretary in guidance issued under 42 U.S.C. section 17932(h)(2).

2.26 All other terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.

3.0. **Obligations and Activities of Business Associate.**

3.1 Business Associate agrees to not use or disclose PHI other than as permitted or required by this agreement or as Required by Law.

3.2 Business Associate agrees to:

(a) Implement policies and procedures to prevent, detect, contain and correct Security violations in accordance with 45 CFR § 164.306;
(b) Prevent use or disclosure of the PHI other than as provided for by this Agreement or as required by law;
(c) Reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that the Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity; and
(d) Comply with the Security Rule requirements including the Administrative Safeguards, Physical Safeguards, Technical Safeguards, and policies and procedures and documentation requirements set forth in 45 CFR §§ 164.308, 164.310, 164.312, and 164.316.

3.3 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

3.4 Business Associate agrees to promptly report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware. This includes any requests for inspection, copying or amendment of such information and including any security incident involving PHI.

3.5 Business Associate agrees to notify Covered Entity without unreasonable delay of any security breach pertaining to:

(a) Identification of any individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such security breach; and
(b) All information required for the *Notice to the Secretary of HHS of Breach of Unsecured Protected Health Information*

3.6 Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

3.7 If Business Associate has PHI in a Designated Record Set:

(a) Business Associate agrees to provide access, at the request of Covered Entity during regular business hours, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR §164.524; and
(b) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual within 10 business days of receiving the request.

3.8 Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity or to the Secretary upon request of either party for purposes of determining Covered Entity's compliance with the Privacy Rule.

3.9 Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

3.10 Business Associate agrees to provide to Covered Entity or an individual, upon request, information collected to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528 and ARRA § 13404.

3.11 Business Associate specifically agrees to use security measures that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI in electronic or any other form, that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

3.12 Business Associate agrees to implement security measures to secure passwords used to access ePHI that it accesses, maintains, or transmits as part of this Agreement from malicious software and other man-made and natural vulnerabilities to assure the availability, integrity, and confidentiality of such information.

3.13 Business Associate agrees to implement security measures to safeguard ePHI that it accesses, maintains, or transmits as part of this agreement from malicious software and other man-made and natural vulnerabilities to assure the availability, integrity, and confidentiality of such information.

3.14 Business Associate agrees to comply with:

(a) ARRA § 13404 (Application of Knowledge Elements Associated with Contracts);
(b) ARRA § 13405 (Restrictions on Certain Disclosures and Sales of Health Information); and
(c) ARRA § 13406 (Conditions on Certain Contacts as Part of Health Care Operations).

4.0 **Permitted Uses and Disclosures by Business Associate.** Except as otherwise limited in this Agreement or any related agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in any and all contracts with Covered Entity provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

5.0 **Specific Use and Disclosure Provisions.**

5.1 Except as otherwise limited in this agreement or any related agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

5.2 Except as otherwise limited in this agreement or any related agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

5.3 Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B), only when specifically authorized by Covered Entity.

5.4 Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).

6.0 Obligations of Covered Entity.

6.1 Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI, by providing a copy of the most current Notice of Privacy Practices (NPP) to Business Associate. Future Notices and/or modifications to the NPP shall be posted on Covered Entity's website at www.allianceforaging.org.

6.2 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

7.0 **Permissible Requests by Covered Entity.** Except for data aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

8.0 **Effective Date and Termination.**

8.1 The Parties hereby agree that this agreement amends, restates and replaces any other Business Associate Agreement currently in effect between Covered Entity and Business Associate and that the provisions of this agreement shall be effective as follows:

(a) These Business Associate Agreement provisions, with the exception of the electronic security provisions and the provisions mandated by ARRA, HITECH and Part I shall be effective upon the later of April 14, 2003, or the effective date of the earliest contract entered into between Business Associate and Covered Entity that involves the use of PHI;
(b) The electronic security provisions hereof shall be effective the later of April 21, 2005 or the effective date of the earliest contract entered into between Business Associate and Covered Entity that involves the use of PHI; and
(c) Provisions hereof mandated by ARRA, HITECH and/or Part I shall be effective the later of February 17, 2010 or the effective date of the earliest contract entered into between covered entity and business associate that involves the use of PHI or ePHI.

8.2 **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
(b) Immediately terminate this agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
(c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

8.3 **Effect of Termination**. Except as provided in subparagraph (b) of this section, upon termination of this agreement, for any reason, Business Associate shall return all PHI and ePHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity.

(a) This provision shall apply to PHI and ePHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI and ePHI.
(b) In the event that Business Associate or Covered Entity determines that returning the PHI or ePHI is infeasible, notification of the conditions that make return of PHI or ePHI infeasible shall be provided to the other party. Business Associate shall extend the protections of this Agreement to such retained PHI and ePHI and limit further uses and disclosures of such retained PHI and ePHI, for a minimum of six years and so long as Business Associate maintains such PHI and ePHI, but no less than six (6) years after the termination of this agreement.

9.0 **Regulatory References**. A reference in this agreement to a section in the Privacy Rule or Security Rule means the section then in effect or as may be amended in the future.

10.0 **Amendment.** The Parties agree to take such action as is necessary to amend this agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, the Security Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

11.0 **Survival.** Any term, condition, covenant or obligation which requires performance by either party hereto subsequent to the termination of this agreement shall remain enforceable against such party subsequent to such termination.

12.0 **Interpretation**. Any ambiguity in this agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and Security Rule.

13.0 **Incorporation by reference**. Any future new requirement(s), changes or deletion(s) enacted in federal law which create new or different obligations with respect to HIPAA privacy and/or security, shall be automatically incorporated by reference to this Business Associate Agreement on the respective effective date(s).

14.0 **Notices**. All notices and communications required, necessary or desired to be given pursuant to this agreement, including a change of address for purposes of such notices and communications, shall be in writing and delivered personally to the other party or sent by express 24-hour guaranteed courier or delivery service, or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

To Covered Entity: Alliance for Aging, Inc.
Attention: Max Rothman
760 NW 107 Avenue
Miami, Florida 33172

To Business Associate: Monroe County Board of County Commissioners, Social Services In-Home Services
1100 Simonton Street, 2nd Floor
Key West, FL 33040

Any such notice shall be deemed delivered upon actual receipt. If any notice cannot be delivered or delivery thereof is refused, delivery will be deemed to have occurred on the date such delivery was attempted.

15.0 **Governing Law**. The laws of the State of Florida, without giving effect to principles of conflict of laws, govern all matters arising under this agreement.

16.0 **Severability**. If any provision in this agreement is unenforceable to any extent, the remainder of this agreement, or application of that provision to any persons or circumstances other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

17.0 **Successors**. Any successor to Business Associate (whether by direct or indirect or by purchase, merger, consolidation, or otherwise) is required to assume Business Associate's obligations under this agreement and agree to perform them in the same manner and to the same extent that Business Associate would have been required to if that succession had not taken place. This assumption by the successor of the Business Associate's obligations shall be by written agreement satisfactory to Covered Entity.

18.0 **Entire Agreement**. This agreement constitutes the entire agreement of the parties relating to the subject matter of this agreement and supersedes all other oral or written agreements or policies relating thereto, except that this agreement does not limit the amendment of this agreement in accordance with section 10.0 of this agreement.

Covered Entity: Alliance for Aging, Inc.

By: Max B. Rothman (Jan 6, 2025 14:47 EST) Date: Jan 6, 2025
(signature)

Business Associate: Monroe County Board of County Commissioners, Social Services/In-Home Services

By Christine Hurley Digitally signed by Christine Hurley Date: 2025.01.02 14:10:22 -05'00' Date:
(signature)

Board of County Commissioners
of Monroe County, Florida

James K. Scholl
Mayor James K. Scholl

Attest: Kevin Madok, Clerk
By: _____
As Deputy Clerk

Approved as to legal form & sufficiency:
Eve M. Lewis
Assistant County Attorney
Date: 12/27/24

FILED FOR RECORD
2025 JAN 21 PM 4:48
CLK. CIR. CT.
MONROE COUNTY, FLA.

ATTACHMENT G

Alliance for Aging, Inc.
Aging and Disability Resource Center/Elder Helpline
AGING AND DISABILITY RESOURCE CENTER (ADRC) – OUTSOURCED FUNCTIONS

I. If applicable, the provider agrees to the following:

A. Perform ADRC outsourced functions in accordance with the Alliance's policies and procedures.

i. Policies and Procedures for Outsourced Function-Screening
ii. Policies and Procedures for Outsourced Function-Triage
iii. Policies and Procedures for Activation from Waitlist- Client Services
iv. Policies and Procedures for Termination from Waitlist- Client Services

B. Maintain wait lists in eCIRTS in accordance with DOEA requirements.

C. Adhere to prioritization and targeting policy as set forth in the Handbook, as applicable.

D. Ensure the Provider's Disaster Plan reflects ADRC Outsourced Functions, annually or as needed to incorporate ADRC outsourced functions.

E. Ensure against conflicts of interest and inappropriate self-referrals by referring consumers in need of options counseling or long-term care services beyond the provider's scope of services to the Aging and Disability Resource Center.

F. Ensure that services provided are in the clients' best interest, are the most cost effective, of high quality, and are responsive and appropriate to the assessed needs.

The Assessed Priority Consumer List (APCL) is maintained when services funded by the department are not available. Contracted Providers of registered services for Local Services Program (LSP) and Older Americans Act (OAA) must maintain waiting lists in the eCIRTS database for registered services when funding is not available.

Alliance for Aging, Inc.
Aging and Disability Resource Center/Elder Helpline
Policy and Procedure for Outsourced function – Screening

Creation Date: March 5, 2008
Revision Date: October 2019
Review Date: November 2023

Objective: To ensure that a comprehensive list of clients in need of services is maintained in eCIRTS by appropriate funding source and that the ADRC is thereby able to effectively gauge the level of elder service need in Miami-Dade and Monroe Counties.

Policy: To obtain necessary information from clients in order to assist in determining level of need and eligibility for registered services funded through OAA and LSP programs.

Procedure:

1. Providers will collect information from callers and conduct a 701S assessment. Alternatively, if a 701A(B) assessment already exists or is provided from another Provider the information from the 701B can be utilized.

2. The Provider will determine the services needed and the appropriate funding source(s) that provides the needed services.

   If the caller is in need of a service(s) that is not provided by the Provider, the Provider will refer caller to the ADRC Elder Helpline, as well as, to other contracted Providers and community organizations.

3. The caller will be provided with general information regarding the ADRC as well as the ADRC Elder Helpline contact number.

4. The caller will be informed of the services and funding sources that they are being placed on the wait list for in eCIRTS.

5. For non-case managed programs, the Provider will create a client record in eCIRTS (if there is no existing record) and enter the services needed for the caller by funding source and service. [If there is an existing record in eCIRTS, the appropriate fields will be updated].

6. If the Provider determines that the caller may qualify for more than one program for which the Provider is funded, the Provider is encouraged to enter the appropriate information under multiple funding sources. [If there is an existing client record in eCIRTS, the client record in eCIRTS will be updated with appropriate information].

7. The Provider will inform caller that they will receive an annual re-assessment based on DOEA Wait List Reassessment Standards and encourage caller to contact the ADRC Elder Helpline with any questions.

Alliance for Aging, Inc.
Aging and Disability Resource Center/Elder Helpline
Policy and Procedure for
Outsourced function - Triage

Creation Date: March 5, 2008
Revision Date: October 2019
Review Date: November 2023

Objective: To ensure that clients in need of DOEA funded services receive services based on the highest level of need, first, as funding becomes available.

Policy: To assist clients in obtaining DOEA funded services as funding becomes available, based on level of need as determined by an eCIRTS priority score.

Procedure:

1. The Provider will conduct annual reassessments based on DOEA Wait List Reassessment Standards.

2. If there is no current 701A or B in eCIRTS, the Provider will conduct the annual reassessment (701s) as appropriate. Based on the information provided via the 701S/A(B) assessment, the Provider will update the client information in eCIRTS specifically as it pertains to level of need for services by funding source.

3. The Provider will ensure that the eCIRTS prioritization score is accurately maintained, according to DOEA Standards. If a significant change has occurred prior to the annual re-screening, the Provider must re-screen. Definitions and examples of significant change are documented in the DOEA Programs & Services Manual Chapter 2.

4. If the caller is in need of a service(s) that is not provided by the Provider, the Provider will refer caller to the ADRC Elder Helpline, as well as, to other contracted Providers and community organizations. The caller will be informed of the services and funding sources that the wait list for and/or have been removed from the wait list for.

5. The Provider will remind client of the ADRC Elder Help Line contact number and to contact the ADRC Elder Help Line with any questions or concerns.

6. As funding becomes available, the Provider will run the eCIRTS Prioritization Report and activate clients according to DOEA Standards (refer to ADRC Client Activation Policies and Procedures). The Contracted Provider will apply targeting criteria, as appropriate, to prioritized clients to ensure activations meet programmatic requirements.

Alliance for Aging, Inc.
Aging and Disability Resource Center/Elder Helpline
Policy and Procedure for
Activation from Wait List – Clients/Services

Creation Date: March 5, 2008
Revision Date: October 2019
Review Date: November 2023

Objective: To ensure that elders in need of DOEA funded services in Miami-Dade and Monroe Counties and on the eCIRTS wait list begin to receive services as funding becomes available.

Policy: ADRC will work with Providers to ensure that clients waiting for DOEA funded services begin to receive those services as funding becomes available.

Procedure:

1. The Provider will activate clients on the eCIRTS wait list based on DOEA prioritization polices and funding availability.

2. The Provider will update eCIRTS status by funding source and service for any services being activated for the client using appropriate eCIRTS codes.

3. Client may be left on wait list of a different funding source than the one being activated if the Provider determines that it is appropriate.

4. Client may also be left on the wait list in eCIRTS if they are being activated by the Provider under a temporary non-DOEA funding source and the Provider determines that the client's need will persist after the temporary funding source is exhausted.

5. The Provider will inform the client of any services/funding source that they are being activated for as well as those services and funding sources that they will continue to be wait listed for.

6. The Provider will inform client to contact the ADRC Elder Helpline if they have any questions or concerns regarding the status of any of their services.

Alliance for Aging, Inc.
Aging and Disability Resource Center/Elder Helpline
Policy and Procedure for
Termination from Wait List – Clients/Services

Creation Date: March 5, 2008
Revision Date: October 2019
Review Date: November 2023

Objective: To ensure that the comprehensive list of clients in need of services in eCIRTS is appropriately maintained by funding source and that the ADRC is thereby able to effectively gauge the current level of elder service need in Miami-Dade and Monroe Counties.

Policy: ADRC will maintain an accurate and current list of clients in need of elder services in Miami-Dade and Monroe Counties with the assistance of the ADRC Contracted Providers.

Procedure:

1. The Provider will re-screen clients which the Provider initially placed on the eCIRTS wait list for services based on DOEA Reassessment Standards.

2. The re-screening may be in the form of a phone screening or a home visit depending on the client's status (i.e. active/pending)

3. The Provider will determine if the client is no longer in need (or eligible) for any of the services they were wait-listed for.

4. The Provider will terminate the client from the wait list (entirely or by specific service) using the appropriate eCIRTS termination code for any services or funding source for which the client is determined to no longer be eligible for or no longer in need of.

5. The Provider will inform the client of any services/funding source that they are being removed from the wait list for.

6. The Provider will inform client of their ability to be re-added to the wait list if their level of need should change.

7. The Provider will inform client to contact the ADRC Elder Helpline if they have any questions or concerns regarding their wait list status.

8. Reference the Handbook as applicable.

ATTACHMENT H

CERTIFIED MINORITY BUSINESS SUBCONTRACTOR EXPENDITURES (CMBE FORM)

CMBE FORM MUST ACCOMPANY INVOICES SUBMITTED TO ALLIANCE

PROVIDER: _____

CONTRACT NUMBER: _____

***REPORTING PERIOD-FROM:** _____ **TO:** _____

***(DATE RANGE OF RENDERED SERVICES, MUST MATCH INVOICE SUBMITTED)**

REPORT ALL EXPENDITURES MADE TO CERTIFIED MINORITY BUSINESS SUBCONTRACTORS

CONTACT DOEA CMBE COORDINATOR FOR ANY QUESTIONS, AT 850-414-2153.

SUBCONTRACTOR NAME	SUBCONTRACTOR'S FEID	CMBE	EXPENDITURES

SAMPLE

DOEA USE ONLY -- REPORTING ENTITY (DIVISION, OFFICE, ETC)
SEND COMPLETED FORMS VIA INTEROFFICE MAIL TO: JUSTIN TAYLOR
CMBE COORDINATOR, CONTRACT ADMINISTRATION & PURCHASING, TALLAHASSEE, FLORIDA 32399-7000.

If unsure if subcontractor is a certified minority supplier, click on the hyperlink below. Enter the name of the supplier, click "search". Only Certified Minority Business Entities will be displayed.

https://osd.dms.myflorida.com/directories

INSTRUCTIONS

(A) Enter the Provider name as it appears on your Alliance contract.
(B) Enter the Alliance contract number.
(C) Enter the service period matching the current invoice's service period.
(D) Enter all certified minority business expenditures for the time period covered by the invoice:
   1. Enter certified minority business name.
   2. Enter the certified minority business FEID number.
   3. Enter the certified minority business CMBE number.
   4. Enter the amount expended with the certified minority business for the time period covered by the invoice.
(E) CMBE be form must accompany invoice submitted to the Alliance for processing.

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: C4
2023-3834

BULK ITEM: Yes

DEPARTMENT: District 4

TIME APPROXIMATE:

STAFF CONTACT: Tamara Lamarche, Exec. Asst., Comm. Rice District 4 305-289-6000

AGENDA ITEM WORDING: Approval of First Amendment to contract with Ralons Security, LLC to provide an increase of 2.9% (CPI) for patrol services provided to the Duck Key Security District.

ITEM BACKGROUND:
The current Ralons Security contract was approved by the BOCC on April 17, 2024 with a three-year term ending in 2027. The contract provides for an optional annual CPI adjustment to the contractor's compensation, which was 2.9% for calendar year 2024 as set by the Federal Government.. An amendment implementing this adjustment effective is attached for review and approval. The Duck Key Advisory Board met on March 4, 2025 and approved a recommendation of this contract amendment, conditioned upon the 2.9% increase in compensation also being applied towards the wages of contractor employees assigned to Duck Key security details. The contractor has agreed to accept the adjustment to contract compensation with this condition. Minutes from the March 4 advisory board meeting are attached to this item.

PREVIOUS RELEVANT BOCC ACTION:
Approval of Ralons Security LLC contract on April 17, 2024.

INSURANCE REQUIRED:
Yes

CONTRACT/AGREEMENT CHANGES:
Insurance coverages are already covered under the original contract. Evidence of current coverage is attached. This amendment does not require any additional insurance. Current COI is attached to this agenda item.

This is an optional CPI adjustment to the contract value. This will be Ralon's second year under this current contract as of April 17, 2025.

The base contract value would increase to $87,887, with a new hourly rate of $30.10, not to exceed $94,668 annually.

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

C22_Ralons Security Contract 2024-2027.pdf
DKSAB Final Minutes March 4 2025.pdf
2025 03 COI Ralons Security GL AUT WC exp 7.1.25.pdf
Ralons Security 2024-27 - First Amendment (CPI Adjustment 2025).pdf

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FINANCIAL IMPACT:
See above contractual changes. The increase is managed by the limits on the contract, and the funds are available in the budget for Fund 152-04501, Duck Key Security District.

Kevin Madok, CPA

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

DATE: April 23, 2024

TO: Commissioner David Rice
District IV

ATTN: Tamara Lamarche
Executive Assistant

FROM: Liz Yongue, Deputy Clerk

SUBJECT: April 17, 2024 BOCC Meeting

The following item has been executed and added to the record:

C22 Contract with Ralons Security, LLC for an amount not to exceed $92,000.00 per year at the rate of $29.25 per hour for Security Patrols and Services in the Duck Key Security District for a three (3) year period beginning April 19, 2024.

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

cc: County Attorney
Finance
File

CONTRACT FOR SECURITY PATROLS AND SERVICES IN THE DUCK KEY SECURITY DISTRICT

THIS AGREEMENT, made and entered into this 17th day of April, 2024, A.D., by and between MONROE COUNTY, FLORIDA, (hereinafter sometimes called the "County" or "Owner"), and Ralons Security, LLC., (hereinafter called the "Contractor").

WHEREAS, The Duck Key Security Advisory Board is desirous of having a contractor for security patrols and services in the security district; and

WHEREAS, The Monroe County Board of County Commissioners as the governing body of County is authorized to enter into contracts for activities that support the Duck Key Security District, as recommended by the Duck Key Security District Advisory Board; and

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties agree as follows: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follow:

1. THE CONTRACT

The contract between the County and the Contractor, of which this agreement is a part, consists of the contract documents, which are as follows: This agreement and any amendments executed by the parties hereafter, together with all required insurance documentation, the response to Request for Proposal (RFP), and the RFP, including but not limited to, the general terms, and conditions in Section 2. In the event of a discrepancy between the documents, those most favorable to the County shall prevail.

2. SCOPE OF THE WORK

The Contractor shall provide Security and Patrols service as described in Attachment A in the Duck Key Security District for the County. Additional security services shall be provided by the contractor which may from time to time be requested by the Duck Key Security District Advisory Board. Any such additional security services shall be billed at the normal hourly rate specified in paragraph 3.A. The District Board will document the authorization for additional hours in writing and said documentation shall be submitted by Contractor with the relevant invoices. The contractor warrants that it is authorized by law to engage in the performance of the activities described herein, subject to the terms and conditions set forth in these contract documents. The provider shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Contractor shall provide services using the following standards, as a minimum requirement:

A. Staffing

The Contractor shall maintain adequate staffing levels to provide the services required. The contractor shall provide at its own expense all necessary personnel to provide the services under this contract. The personnel shall not be employees of, or have any contractual relationship, with the County or the Duck Key Security District. All personnel

engaged in performing services under this contract shall be fully qualified, and authorized or permitted under State and local law to perform such services.

B. Contractor's Records

1) The Contractor shall maintain financial records in accordance with generally accepted accounting principles. An annual financial report audited and certified by a licensed Certified Public Accountant shall be provided to the County Clerk within one hundred twenty (120) days following the close of the Contractor's fiscal year. The certified financial report shall be in such detail as to disclose the revenues, expenses, and disbursements relating to the services provided under this contract. Notes to the Financial statements shall disclose noncompliance with requirements of this contract concerning conflict of interests.
2) The Contractor shall also record and maintain statistical data concerning the security patrols and services, and such additional information as may be required by the County. A quarterly report shall be submitted to the County Administrator.
3) The Contractor shall retain all records pertaining to this contract for a period of five (5) years after the termination of this contract.
4) The County, the Clerk, the State Auditor General, and agents thereof shall have access to Contractor's books, records, and documents required by this contract for the purposes of inspection or audit during normal business hours, at the Contractor's place(s) of business.

3. PAYMENTS TO THE CONTRACTOR

A. The contract is for $85,410.00 (eighty-five thousand four-hundred ten dollars and zero cents) annually based on the number of hours worked at the rate of $ 29.25 (twenty-nine dollars and twenty-five cents) per hour. Contractor shall be compensated for those additional hours required by the District's Board and which are within the annual budget of this contract; the total of all payments, including the routine security and the additional hours shall not exceed $92,000.00 (ninety-two thousand dollars and zero cents). Monroe County's performance and obligation to pay under the contract is contingent upon an annual appropriation by the BOCC.

1) The contractor shall submit to the County a monthly invoice for services provided during the preceding month with supporting documentation acceptable to the Clerk. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's disbursal of funds.

2) The invoice will include a record of employee time worked and will differentiate time worked at the normal rate, time worked at the additional services rate at the request of the advisory board.

3) Upon receipt of the contractor's invoice in the proper form as stipulated above and upon acceptance by the Clerk, Monroe County will make payment in accordance with the Local Government Prompt Payment Act, 218.70, Florida Statutes.

4. TERM OF CONTRACT

The term of this contract is for three (3) years, commencing on April 19, 2024, at 12:01 A.M. for a term of three years. County has the option of renewing this contract for two (2) additional one-year terms. County shall provide Contractor at least thirty (30) days' notice of its intent to renew. The Contract amount agreed to herein may be adjusted annually in accordance with the percentage change in the Consumer Price Index for all urban consumers (CPI-U) for the most recent twelve months available.

5. CONTRACTOR'S ACCEPTANCE OF CONDITIONS

A. The Contractor hereby agrees that he has carefully examined the security district for which he shall provide services and has made investigations to fully satisfy himself that such site(s) is (are) correct and suitable for this work and he assumes full responsibility therefor. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. Under no circumstances, conditions, or situations shall this Contract be more strongly construed against the Owner than against the Contractor.

B. Any ambiguity or uncertainty in the specifications shall be interpreted and construed by the Owner, and his decision shall be final and binding upon all parties.

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

D. The Contractor agrees that the County Administrator may designate representatives to visit the Contractor's facility(ies) periodically to conduct random open file evaluations during the Contractor's normal business hours.

E. The Contractor has, and shall maintain throughout the term of this contract, appropriate licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County upon request.

6. HOLD HARMLESS AND INSURANCE

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Contractor or its Subcontractors in any tier, their employees, or

agents. The first ten dollars ($10.00) of remuneration is consideration for the indemnification provided above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement. This provision shall survive the cancellation or termination of this Agreement.

Prior to execution of this agreement, the contractor shall furnish the Owner Certificates of Insurance as required in the Request for Proposal. All insurance shall be from companies licensed to do business in the State of Florida and having an A.M. rating of VI or better. The insurance shall be maintained during the term of the contract. Monroe County shall be listed as an additional insured on the General Liability and Vehicle policies.

7. INDEPENDENT CONTRACTOR

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

8. ASSURANCE AGAINST DISCRIMINATION

NON-DISCRIMINATION. The parties agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The parties agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352), which prohibits discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC § 794), which prohibits discrimination on the basis of disability; 4) The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, §§ 523 and 527 (42 USC §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC §§ 12101), as amended from time to time, relating to nondiscrimination in employment on the basis of disability; 10) Monroe County Code Chapter 14, Article II,

which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

9. ASSIGNMENT

The Contractor shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners of Monroe County and Contractor. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any additional obligation upon the County.

10. COMPLIANCE WITH LAW

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

11. DISCLOSURE AND CONFLICT OF INTEREST

A. Covenant Of No Interest. The Contractor represents that it, its directors, principles and employees, presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required by this contract, as provided in Sect. 112.311, et. seq., Florida Statutes.

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

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

12. NO CREDIT

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this contract.

13. NOTICE REQUIREMENT

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

FOR COUNTY

Monroe County Administrator	and	County Attorney
1100 Simonton Street		1111 12th Street, Suite 408
Key West, FL 33040		Key West, Fl. 33040

FOR CONTRACTOR:
Ralons Security, LLC.
12595 SW 137th Avenue
Suite 303
Miami, FL 33186

14. TAXES

The County is exempt from payment of Florida State Sales and Use taxes. The Contractor shall **not** be exempted by virtue of the County's exemption from paying sales tax to its suppliers for materials used to fulfill its obligations under this contract, nor is the Contractor authorized to use the County's Tax Exemption Number in securing such materials. The Contractor shall be responsible for any and all taxes, or payments of withholding, related to services rendered under this agreement.

15. NON-WAIVER OF IMMUNITY

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

16. PRIVILEGES AND IMMUNITIES

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which

apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

17. LEGAL OBLIGATIONS AND RESPONSIBILITIES

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

18. TERMINATION

A. The County may terminate this contract for cause with seven (7) days' notice to the Contractor. Cause shall constitute a breach of the obligations of the Contractor to perform the services enumerated as the Contractor's obligations under this contract.
B. Either of the parties hereto may terminate this contract without cause by giving the other party sixty (60) days written notice of its intention to do so.
C. For Contracts of any amount, if the County determines that the Contractor has submitted a false certification under Section 287.135(5), Florida Statutes or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall have the option of (1) terminating the Agreement after it has given the Contractor written notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

19. GOVERNING LAWS, VENUE

This Agreement is governed by the laws of the State of Florida. Venue for any litigation arising under this Agreement must be in the 16th Judicial Circuit in and for Monroe County, Florida. In the event of any litigation, the prevailing party is entitled to attorney's fees and costs. This Agreement is not subject to arbitration. Mediation shall be held according to the rules prescribed by the 16th Judicial Circuit, Monroe County, Florida.

20. NON-RELIANCE BY NON-PARTIES

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Contractor agree that neither the County nor the Contractor or any agent, officer, or

employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

21. ATTESTATIONS

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

22. NO PERSONAL LIABILITY

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

23. EXECUTION IN COUNTERPARTS

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

24. PUBLIC RECORD COMPLIANCE

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

The Contractor is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to F.S. 119.0701 and the terms and conditions of this contract, the Contractor is required to:

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

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

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

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

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

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

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

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

25. ADJUDICATION OF DISPUTES OR DISAGREEMENTS

COUNTY and CONTRACTOR agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. The CONTRACTOR and COUNTY Representative shall try to resolve the claim or dispute with meet and confer sessions. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law

26. PUBLIC ENTITY CRIME STATEMENT

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

27. ETHICS CLAUSE

Contractor warrants that he/it had not employed, retained or otherwise had act on hi/its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance no 020-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commissions, percentage, gift, or consideration paid to the former county officer or employee.

28. E-VERIFY SYSTEM

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

29. SECTION HEADINGS

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

30. RIGHT TO AUDIT

Availability of Records. The records of the parties to this Agreement relating to the Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by County or the Monroe County Office of the Clerk of Court and Comptroller (hereinafter referred to as "County Clerk") to substantiate charges related to this agreement, and all other agreements, sources of information and matters that may in County's or the County Clerk's reasonable judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document (all foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction by County's representative and/or agents or the County Clerk. County or County Clerk may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, Subcontractors, suppliers, and contractors representatives. All records shall be kept for ten (10) years after Final Completion of the Project. The County Clerk possesses the independent authority to conduct an audit of Records, assets, and activities relating to this Project. If any auditor employed by the Monroe County or County Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement or were wrongfully retained by the Contractor, the Contractor shall repay the monies together with interest calculated pursuant to Section 55.03, F.S., running form the date the monies were paid to Contractor. The *right to audit* provisions survives the termination of expiration of this Agreement.

[remainder of page intentionally left blank, signatures to follow]

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first written above in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

(SEAL)

Attest: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

BOARD OF COUNTY
COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

CONTRACTOR:

Name: _____

Title: Tibizay Morales, CEO

Approved as to form and legal sufficiency
Monroe County Attorney's Office
Christina Cory, Assistant County Attorney

FILED FOR RECORD
2024 APR 23 AM 10:09
CLK.CIR.CT.
MONROE COUNTY, FLA.

January 17, 2023

Monroe County Board of County Commissioners
c/o Purchasing Department
Gato Building, Room 2-213
1100 Simonton Street
Key West, FL. 33040

RE: Request for Proposals for Duck Key Security Patrols and Services 01-18-24

Greetings Commissioners,

Ralons Security has enjoyed providing security services to the residents of Duck Key. We believe that the guards, Frank and Marqus, have been doing excellent work during the overnight shift. We also believe that they deserve a raise. We are requesting a seventy-five cent ($0.75) increase that will be directly applied to providing a one dollar ($1.00) raise to Frank and Marqus. If we are awarded this contract, the raise will be effective once the new contract begins.

Thank you for your consideration.

Sincerely,

Tibizay Morales
Chief Executive Officer
Ralons Security, LLC.

Ralons Security, LLC · 12595 SW 137th Ave. Suite 303 · Miami, FL. 33186
Phone: (786)615-5522 · Fax: (786)364-7187
B 1500167

RESPONSE TO: MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
c/o PURCHASING DEPARTMENT
GATO BUILDING, ROOM 2-213 1100 SIMONTON STREET
KEY WEST, FLORIDA 33040

DUCK KEY
SECURITY PATROLS AND SERVICES
PROPOSAL/BID FORM

The undersigned, duly authorized to submit this proposal/bid on behalf of the bidding entity, hereby proposes to provide the services specified in the Duck Key Security District Security Patrols and Services Request for Proposals, for

A sum not to exceed of $ 85,410.00 per year, @ 29.25 per hr.

DATED: 01-17-2024

Signature: _____

Witnesses (signatures of 2 required):

Print Name: Tibizay Morales

Title: CEO

I acknowledge receipt of Addenda No.(s) 01

I have included:
Bid Form ✓
Insurance Agent's (or Respondent/Respondent's) Statement ✓
Non-Collusion Affidavit ✓
Lobbying and Conflict of Interest Clause ✓
Drug Free Workplace Form ✓
Public Entity Crime Statement ✓
Local Preference Form (only required vendor/business claims local preference ✓
Vendor Certification Regarding Scrutinized Companies Lists ✓
Ethics Clause ✓

In addition, I have included a current copy of the following professional and occupational licenses:
MCBTR, City of Key West BTR, Sec. Agency Lic, , Sec. Agency Branch Lic., MDC BTR

(Check mark items above, as a reminder that they are included.)

Mailing Address: 12595 SW 137th Ave. STE 303 Telephone: 786-615-5522
Miami, FL 33186

Date: 01-17-2024

Signed: _____
(Name)

CEO
(Title)

Witness: _____

Witness: _____

MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL

Indemnification and Hold Harmless for Other Contractors and Subcontractors

The Proposer covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners, its servants, agents and employees from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Proposer or any of its Subcontractors(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the Proposer or its Subcontractors in any tier, their employees, or agents.

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

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

Proposer's Signature

01-17-2024
Date

NON-COLLUSION AFFIDAVIT

I, Tibizay Morales of the city of Miami according to law on my oath, and under penalty of perjury, depose and say that

a. I am Chief Executive Officer of the firm of Ralons Security, LLC the bidder making the Proposal for the project described in the Request for Proposals for Duck Key Security Patrols and Sservicess and that I executed the said proposal with full authority to do so;

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

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

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

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

(Signature)

Date: 01-17-2024

STATE OF: FLORIDA

COUNTY OF: MIAMI-DADE

Subscribed and sworn to (or affirmed) before me, by means of ☑ physical presence or ☐ online notarization, on JANUARY 17, 2024 (date) by Tibizay Morales (name of affiant). He/She is personally known to me or has produced FLORIDA DRIVERS LICENSE (type of identification) as identification.

NOTARY PUBLIC

My Commission Expires: 01/25/2025

ANGELA FOSTER-REQUEJO
Notary Public - State of Florida
Commission # HH 084497
My Comm. Expires Jan 25, 2025
Bonded through National Notary Assn.

44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

(To be submitted with each bid or offer exceeding $100,000)
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Ralons Security, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Tibizay Morales, CEO
Name and Title of Contractor's Authorized Official

01-17-2024
Date

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:
RALONS SECURITY, LLC
(Name of Business)

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

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

(Signature)
Date: 01-17-2024

STATE OF: FLORIDA
COUNTY OF: MIAMI-DADE

Subscribed and sworn to (or affirmed) before me, by means of ☑ physical presence or ☐ online notarization, on JANUARY 17, 2024 (date) by Tibizay Morales (name of affiant). He/She is personally known to me or has produced FLORIDA DRIVER'S LICENSE (type of identification) as identification.

NOTARY PUBLIC

My Commission Expires: 01/25/2025

ANGELA FOSTER-REQUEJO
Notary Public - State of Florida
Commission # HH 084497
My Comm. Expires Jan 25, 2025
Bonded through National Notary Assn.

PUBLIC ENTITY CRIME STATEMENT

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

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

(Signature)

Date: 01-17-2024

STATE OF: FLORIDA

COUNTY OF: MIAMI-DADE

Subscribed and sworn to (or affirmed) before me, by means of ☑ physical presence or ☐ online notarization, on JANUARY 17, 2024 (date) by Tibizay Morales (name of affiant). He/She is personally known to me or has produced FLORIDA DRIVER'S LICENSE (type of identification) as identification.

NOTARY PUBLIC

My Commission Expires: 01/25/2025

ANGELA FOSTER-REQUEJO
Notary Public - State of Florida
Commission # HH 084497
My Comm. Expires Jan 25, 2025
Bonded through National Notary Assn.

LOCAL PREFERENCE FORM

A. Vendors claiming a local preference according to *Ordinance 023-2009*, as amended by *Ordinance 004-2015* must complete this form.

Name of Bidder/Responder Ralons Security, LLC Date: 01-17-2024

1. Does the vendor have a valid receipt for the business tax paid to the Monroe County Tax Collector dated at least one year prior to the notice of request for bids or proposals? Yes (Please furnish copy.)

2. Does the vendor have a physical business address located within Monroe County from which the vendor operates or performs business on a day to day basis that is a substantial component of the goods or services being offered to Monroe County? Yes
(The physical business address must be registered as its principal place of business with the Florida Department of State for at least one year prior to the notice of request for bid or proposal.)

List Address: 5901 College Road, STE C22 Key West, FL. 33040

Telephone Number: 786-615-5522

B. Does the vendor/prime contractor intend to subcontract 50% or more of the goods, services or construction to local businesses meeting the criteria above as to licensing and location? No

If yes, please provide:

1. Copy of Receipt of the business tax paid to the Monroe County Tax Collector by the subcontractor dated at least one year prior to the notice or request for bid or proposal.

2. Subcontractor's physical business address within Monroe County from which the subcontractor operates:
(The physical business address must be registered as its principal place of business with the Florida Department of State for at least one year prior to the notice of request for bids or proposals)

Address Tel. Number

Signature and Title of Authorized Signatory for Bidder/Responder

Print Name: Tibizay Morales

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

On this 17th day of JAN., 20 24, before me, by means of ☑ physical presence or ☐ online notarization, the undersigned notary public, personally appeared Tibizay Morales, known to me to be the person whose name is subscribed above or who produced FL DRIVER'S LICENSE as identification, and acknowledged that he/she is the person who executed the above Local Preference Form for the purposes therein contained.

My commission expires: 01/25/2025 Angela Foster-R
Notary Public

(Seal) ANGELA FOSTER-REQUEJO
Print Name

ANGELA FOSTER-REQUEJO
Notary Public - State of Florida
Commission # HH 084497
My Comm. Expires Jan 25, 2025
Bonded through National Notary Assn.

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Project Description(s): Duck Key Security Patrols and Services

Respondent Vendor Name: Ralons Security, LLC

Vendor FEIN: 47-2453161

Vendor's Authorized Representative Name and Title: Tibizay Morales, CEO

Address: 12595 SW 137th Ave, STE 303

City: Miami State: Florida Zip: 33186

Phone Number: 786-615-5522

Email Address: tmorales@ralonsamerica.com

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the Section entitled "Respondent Vendor Name" is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel and for Projects of $1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria.

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

Certified By: Tibizay Morales, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

Print Name: Tibizay Morales

Title: CEO

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

SWORN STATEMENT UNDER ORDINANCE NO. 010-1990

MONROE COUNTY, FLORIDA

ETHICS CLAUSE

"Ralons Security, LLC"

(Company)

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

(Signature)

Date: 01-17-2024

STATE OF: FLORIDA

COUNTY OF: MIAMI-DADE

Subscribed and sworn to (or affirmed) before me, by means of ☑ physical presence or ☐ online notarization, on JANUARY 17, 2024 (date) by Tibizay Morales (name of affiant). He/She is personally known to me or has produced FLORIDA DRIVER'S LICENSE (type of identification) as identification.

ANGELA FOSTER-REQUEJO
Notary Public - State of Florida
Commission # HH 084497
My Comm. Expires Jan 25, 2025
Bonded through National Notary Assn.

NOTARY PUBLIC

My Commission Expires: 01/25/2025

INSURANCE AGENT'S STATEMENT

I have reviewed the above requirements with the proposer named above. The following deductibles apply to the corresponding policy.

POLICY	DEDUCTIBLES
General Liability	$5,000 Per Occurrence
Workers' Compensation	None
Auto Liability	None

Liability policies are X Occurrence _____ Claims Made

Magdalena Waszkiewicz
Insurance Agent

Magdalena Waszkiewicz
Signature

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/19/2023

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

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

PRODUCER	CONTACT NAME: Carolina Orozco	
Brown & Brown of Florida, Inc. 8825 NW 21st Terrace Doral FL 33172	PHONE (A/C, No, Ext): (305) 714-4400	FAX (A/C, No): (305) 714-4401
	E-MAIL ADDRESS: Carolina.Orozco@bbrown.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Ralons Security, LLC 12595 SW 137th Ave Suite 303 Miami FL 33186	INSURER A : PartnerRe Insurance Solutions Bermuda Ltd.	
	INSURER B : Progressive Express Insurance Company	10193
	INSURER C : RetailFirst Insurance Company	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2371938477 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	ESPSSGL000008001 APPROVED BY RISK MANAGEMENT BY DATE 4/2/2024	07/01/2023	07/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Errors and Omissions	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	971179062 WAIVER N/A___YES___	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 1,000,000 $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	52062781	07/01/2023	07/01/2024	☒ PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Monroe County Board of County Commisioners is an Additional Insured with respect to General Liability/auto when required by written contract. Auto, General Liability and WC policies contain a waiver of subrogation in favor of additional insured(s) mentioned above when required by written contract.

CERTIFICATE HOLDER

Monroe County Board of County
Commisioners
1111 12th Street, Suite 408
Key West FL 33040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DUCK KEY SECURITY DISTRICT ADVISORY BOARD
Minutes of Meeting March 4, 2025
Location: Hawks Cay Conference Center, Room C

BOARD MEMBERS PRESENT (P)/ZOOM (Z)

Tim Abner, Chair (Z)
Laurie Oestreicher, Secretary (P)
Jon Porter, Vice Chair (P)
Ken Floyd (P)

BOARD MEMBERS ABSENT
Megan Merryman
Brandon Mullar
Laurie Keiling

QUORUM PRESENT: Yes

OTHERS PRESENT:

Tamara Lamarche - Executive Asst. for Comm. David Rice, Assistant County Attorney
John Quinn, OMB (Z)
Gaelan Jones, Assistant Count Attorney
Kristy Kelly – (Z)
Gabriel Kelly – Hawks Cay Director of Security
Frank Jackson – DKSAB Technical Asst.
MCSO – Captain Derek Paul
Luis Requejo – Ralons Security (Z)
Don Gamache, Resident
Chris Lancaster – Resident (Z)

ABSENT:
Chief Engineer, Monroe County – Judith Clarke
FWC – Officer Brian Sapp

PROCEEDINGS:

- Meeting called to order at 4:05 by Tim Abner, Chair
- Meeting held in person with ZOOM Hybrid Communication Media Technology (CMT)
- Date of meeting: March 4, 2025

Tim Abner, Chair welcomed all and noted the meeting was being held at the Hawks Cay Conference Center, room A, as well as via ZOOM.

Roll call: Not all board members present. Quorum achieved. See listing on first page.

Item I. Motion to approve/amend the Agenda for March 4, 2025

Motion to approve by Laurie Oestreicher; second Ken Floyd, none opposed.

MOTION CARRIED

Item II: Approval of the meeting minutes of January 7, 2025

Motion to approve by Jon Porter; second by Ken Floyd, none opposed

MOTION CARRIED

Item III: Comments from the Public.
Tim Abner advised questions can be asked by the Public at any time during the meeting.

IV. STANDING REPORTS

MCSO – Captain Derek Paul reported MCSO is getting great data from the Duck Key Speed Radar signs, and they will continue to monitor the results and have patrols in Duck Key at appropriate times. The on-loan MCSO electronic sign has been placed at Truman Bridge for over a month now and is advising people of the rules for Golf cart driving ages. Golf carts may be driven by those of 15 years of age with a learners permit and accompanied by an adult, 16-year-olds with a current valid drivers license and others 18 years of age or older. The law was recently changed to these age limits by Governor DeSantis. MCSO is gearing up for Spring Break 2025 and there will be extra patrols on duty during this time period.

Ralons Security – Luis Requejo reported that Duck Key has been quiet, with not many incidents. There has been a request submitted to the company budget for a new pickup truck for patrol guards to drive in versus the current car in 2025, as a truck will be better suited for travel in Duck Key when flooding occurs. Luis reported he does have an open position currently as Frank Jackson has resigned as a Ralons Security guard. He is interviewing for this position.

Hawks Cay Resort – Gabriel Kelly, Director of Security for Hawks Cay, informed us that the resort has changed ownership as of February 7, 2025, and is currently owned by EOS Hospitality that has now 6 resorts in the FL Keys, including Isla Bella. They have started a $3 M renovation of the Hawks Cay Marina area, and pilons are being placed throughout the dock areas. Questions were asked of Gabriel concerning Duck Key residents' access to Hawks Cay, its amenities, restaurants, shops, etc. Clarification will be sent to DKSAB to

inform the Duck Key residents as soon as possible, and it is requested residents give the Company Management team time for decisions to be made.

FWC – Lt. Brian Sapp was absent.

VI. OLD BUSINESS/Technology Report

Technology Update – Frank Jackson reported minor problems with the camera equipment on Bimini, all are operational, but he has requested help from Barnes Alarm to remedy the problem. All Speed Radar signs are operational and working.

VII. NEW BUSINESS

A. **Bridge Update - Judith Clarke, Chief Engineer, Monroe County** Duck Key Bridge Update (She was absent, but submitted this current report.)

Duck Key Bridge Update 03-07-2025

Harbour Drive Bridge:
The contractor formed the steel for the deck of the Harbour Drive Bridge and poured the concrete deck slab on February 28th. AEB has installed bridge railing decorative balusters and is forming the railing base, columns and top railing in preparation for the concrete pour that is scheduled for March 14th. The contractor has proceeded with the construction of the MSE wall and placement of roadway select fill on both ends of the bridge. AEB is coordinating with ATT and Comcast for installation of their conduits within the approach roadway as construction proceeds.
The contract date of substantial completion is April 22, 2025. The contractor's most recent schedule indicates that they anticipate project completion in August 2025.

Seaview Drive Bridge:
The county received a proposal to complete the Seaview Drive Bridge from Southern Road and Bridge on January 14, 2025, a second cost proposal from General Asphalt on February 14th, and the final proposal from GLF Construction Corporation on February 28th. Staff has reviewed the proposals and is preparing a contract with General Asphalt, who provided the lowest bid and is a responsible/responsive bidder. General Asphalt's tentative schedule for the work anticipates a 39-week construction duration, which would result in completion of the project in December 2025. In accordance with the law, the County has a duty to mitigate damages, which is a legal doctrine that refers to a party's obligation to make reasonable efforts to limit the harm they suffer. It prevents the injured party (county) from recovering damages from the surety that could have been avoided through reasonable efforts such as seeking lower bids. The contract will be signed by the County Administrator and will be ratified by the BOCC at the March 25th BOCC meeting. Staff inspects the plywood deck on the bridge periodically and performs repairs as needed. County Road

Department staff was onsite on several occasions in the past weeks to perform repairs to the temporary deck. The posted speed limit over the bridge is 10 MPH; adherence to the speed limit, especially by larger vehicles, will reduce damage to the deck. Staff will continue to inspect the deck regularly and perform repairs.

B. Discussion of an optional 2.9% CPI increase for 1 contracted service, Ralons Security.

Motion to approved CPI increase for Ralons Security, with increase to go to hourly security guard employees made by Laurie Oestreicher; second Jon Porter, none opposed.

MOTION CARRIED

C. Discussion on option for Duck Key Security cameras to link into MCSO – Sheriff's database to scan license plates for immediate response data. After a lengthy discussion and faulty ZOOM presentation on how the system would work, it was decided the Board needed more information before deciding to purchase this system. The discussion was tabled, to be continued at the next board meeting, May 7, 2025.

D. DKSAB Fiscal Year Budget Review – John Quinn, OMB advised that he would add in the approved CPI $ increase to the 2025 budget. The Duck Key District 152 budget has funds of $400,000 in reserve, the funds to be spent for 2025 is $115,000 and the incoming revenue is consistent and adequate. If the district spends the same as TY, the revenue will cover the funds needed, and there are reserves if additional funds are needed.

VIII. Public Comments None

Motion to adjourn made by Ken Floyd: second by Laurie Oestreicher, meeting was adjourned at 5:10 p.m.

General information: Next DKSAB meeting will be May 7, 2025, at 4 p.m. at the Hawks Cay Resort Meeting room and via Zoom. Notification will be sent prior to the meeting. Minutes submitted by: Laurie Oestreicher laurie.oestreicher@gmail.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/25/2025

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

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

PRODUCER	**CONTACT NAME:** Carolina Orozco
Brown & Brown Insurance Services, Inc. 8825 NW 21st Terrace Doral FL 33172	**PHONE (A/C, No, Ext):** (305) 714-4400 **FAX (A/C, No):** (305) 714-4401 **E-MAIL ADDRESS:** Carolina.Orozco@bbrown.com
INSURED Ralons Security, LLC 12595 SW 137th Ave Suite 303 Miami FL 33186	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** SiriusPoint Specialty Insurance Corporation **INSURER B :** Progressive Express Insurance Company — 10193 **INSURER C :** RetailFirst Insurance Company **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CL247396731 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] EBL- $1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	ESPSPSSGL000000801	07/01/2024	07/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Errors and Omissions	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	971179062	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	52062781	07/01/2024	07/01/2025	[X] PER STATUTE [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Monroe County Board of County Commisioners is an Additional Insured with respect to General Liability/auto when required by written contract. Auto, General Liability and WC policies contain a waiver of subrogation in favor of additional insured(s) mentioned above when required by written contract.

APPROVED BY RISK MANAGEMENT
BY Gaelan Jones 03.26.25
DATE
WAIVER N/A X YES

CERTIFICATE HOLDER

Monroe County Board of County Commisioners
1111 12th Street, Suite 408
Key West FL 33040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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FIRST AMENDMENT TO AGREEMENT
BETWEEN MONROE COUNTY AND RALON'S SECURITY, LLC
(Duck Key Security Services)

THIS FIRST AMENDMENT to the Agreement dated April 17, 2024, between Monroe County Board of County Commissioner ('County' or 'Owner') and Ralon's Security, LLC ('Contractor') is made and entered into this 16th day of April 2025,

WHEREAS, the parties entered into the Agreement for the Contractor to provide security patrols and services for the Duck Key Security District (DKSD); and

WHEREAS, Section 4 of the Agreement permits the amount of compensation payable to Contractor to be adjusted annually in accordance with the percentage change in the Consumer Price Index for all urban consumers (CPI-U) for the most recent twelve (12) months available; and

WHEREAS, at a public meeting held on March 4, 2025, the DKSD Advisory Board voted to approve an adjustment to compensation payable to Contractor under the Agreement in an amount equal CPI-U for calendar year 2024, conditioned upon such increase being applied towards an increase in the rate of pay for employees assigned to DKSD security patrols; and

WHEREAS, Contractor agrees to the adjustment of compensation payable under the Agreement under the conditions established by the DKSD Advisory Board;

NOW THEREFORE, **IN CONSIDERATION** of the mutual promises contained herein, the parties hereby agree as follows:

1. In accordance with Paragraph 4, **TERM OF CONTRACT,** the compensation payable to Contractor shall be adjusted by 2.9%, the CPI-U for the most recent twelve (12) months ending on December 31, 2024.

2. Effective April 17, 2025, Section 3 of the Agreement, **PAYMENTS TO THE CONTRACTOR,** shall be amended as follows:

> The contract is for ~~**$85,410.00 (eighty-five thousand four hundred ten dollars and zero cents)**~~ **$87,887.00 (eighty-seven thousand eight hundred eighty-seven dollars and zero cents)** annually based on the number of hours worked at the rate of ~~**$29.25 (twenty-nine dollars and twenty-five cents)**~~ **$30.10 (thirty dollars and ten cents)**. Contractor shall be compensated for those additional hours required by the District's Board and which are within the annual budget of this contract; the total of all payments, including the routine security and the additional hours shall not exceed ~~**$92,000.00 (ninety-two thousand dollars and zero cents)**~~ **$94,668.00 (ninety-four thousand six hundred sixty-eight dollars and zero cents)**. Monroe County's performance and obligation to pay under contract is contingent upon an annual appropriation by the BOCC.

3. Contractor agrees that the increase in compensation contemplated under this First Amendment shall be applied to the rate of pay for employees it assigns to DKSD security patrols, to the greatest extent feasible.

4. In all other respects, the remaining terms of the Agreement entered into on April 17, 2024 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in the respective names.

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

(Seal)
Attest: KEVIN MADOK, CLERK

By:_____ By:_____
As Deputy Clerk Mayor-Chairman

CONTRACTOR: RALONS SECURITY LLC

By:_____
Signature

Title: CEO

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: C5
2023-3252

BULK ITEM: Yes

DEPARTMENT: Animal Control

TIME APPROXIMATE:
N/A

STAFF CONTACT: Suzi Rubio

AGENDA ITEM WORDING: Approval to waive the Purchasing Policy and extend the contract with Florida Keys Society for Prevention of Cruelty to Animals, Inc., for an additional five (5) years and three (3) months to end September 30, 2030 and to change the annual adjustment to 3% annually rather than the current annual CPI based adjustments. The total contract amount from July 1, 2025 through September 30, 2025 will be $139,194.60 and the annual contract amount for FY26 is $557,319.50. Funding is from ad valorem.

ITEM BACKGROUND:

This contract expires in June 2025. This provider took over the operation after the failure of two previous providers. Staff recommends waiving the purchasing policy and extending the contract since this operator has proven it has the financial and professional experience since taking over the contract. Extending the contract to 30 SEP 2030 also bring its expiration into line with the County's fiscal year.

Changing the contract from Annual CPI adjustments is recommended because: a) 3% is approximately the recent years' experience average of CPI. The 2025 CPI adjustment will be 2.9%), b) it is more predictable for both parties' budgeting, and c) It avoids the requirement for annual contract amendments for the adjustment.

This change in the annual adjustment will result in the following:

The total contract amount from July 1, 2025 through September 30, 2025 will be $139,194.60.

The total contract amount for FY26 - October 1, 2025 through September 30, 2026 will be $557,319.50

The total contract amount for FY27 - October 1, 2026 through September 30, 2027 will be $574,039.08

The total contract amount for FY26 - October 1, 2027 through September 30, 2028 will be $591,260.25

The total contract amount for FY26 - October 1, 2028 through September 30, 2029 will be $608,998.06

The total contract amount for FY26 - October 1, 2029 through September 30, 2030 will be $627,268.00

PREVIOUS RELEVANT BOCC ACTION:

November 15, 2017 The initial contract was approved by BOCC

May 16, 2018 BOCC approval of 1st amendment (CPI)

May 22, 2019 BOCC approval of 2nd amendment (CPI)

June 17, 2020 BOCC approval of 3rd amendment (Renewal – 2025 & Contract anniversary date updated to July 1st with CPI)

July 15, 2020 BOCC approval of 4th amendment (payment allowable language updated)

July 21, 2021 BOCC approval of 5th amendment (CPI)

June 15, 2022 BOCC approval of 6th amendment (CPI)
June 22, 2023 BOCC approval of 7th amendment (CPI)
July 01, 2024 BOCC approval of 8th amendment (CPI)

INSURANCE REQUIRED:
Yes

CONTRACT/AGREEMENT CHANGES:
Approval to waive the Purchasing Policy and extend the contract for an additional five (5) years and three (3) months to end September 30, 2030 and to change the annual adjustment to 3% annually rather than the current annual CPI based adjustments.

GPJ 3/11/25 - Risk approval subject to provision of Workers Comp COI and Property Endorsement before agenda publication. Follow up with SR 3/17

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

2025 9th Amendment Partially Executed.pdf
2025 03 COI FKSPCA CP exp 7.1.25 FLD exp 6.30.25 WND exp 7.3.25 signed.pdf
2025 03 COI FKSPCA GL AUT DO exp 6.30.25 ED exp 6.26.25 signed.pdf
2025-03-31 BOCC Recommendation Memo.pdf

FINANCIAL IMPACT:
Effective July 1, 2025.
Total dollar value of contract:
The total contract amount for FY26 - October 1, 2025 through September 30, 2026 will be $557,319.50

The total contract amount for FY27 - October 1, 2026 through September 30, 2027 will be $574,039.08
The total contract amount for FY26 - October 1, 2027 through September 30, 2028 will be $591,260.25
The total contract amount for FY26 - October 1, 2028 through September 30, 2029 will be $608,998.06
The total contract amount for FY26 - October 1, 2029 through September 30, 2030 will be $627,268.00
Current year portion; The total contract amount from July 1, 2025 through September 30, 2025 will be $139,194.60. this is budgeted.

Source of funds is Ad Valorem revenues
CPI-U Remainder of FY 2025 2.9% from July 1, 2025 through September 30, 2025.

Insurance is required

NINTH AMENDMENT TO CONTRACT
(Operation of the Marathon Animal Shelter)

THIS NINTH AMENDMENT TO CONTRACT is entered into this 25th day of March, between Monroe County Board of County Commissioners (County) and Florida Keys Society for Prevention of Cruelty to Animals, Inc., a Florida not-for-profit corporation (FKSPCA/Contractor), in order to amend the agreement entered into on November 14, 2017, and as amended on May 16, 2018, May 22, 2019, June 17, 2020, July 15, 2020, July 21, 2021, June 15, 2022, June 21, 2023 and April 17, 2024 as follows;

WHEREAS, as a result of the competitive solicitation issued by the County, the FKSPCA and County entered into an agreement dated November 14, 2017, whereby the FKSPCA will operate the Marathon Animal Shelter and provide animal control services from Mile Marker 16.7 to Mile Marker 70 (Agreement). The term of the Agreement, as amended and renewed on June 17, 2020, by a Third Amendment is November 15, 2017 to June 30, 2025, and;

WHEREAS, the terms of the Agreement, as amended on June 17, 2020, by a Third Amendment, provides that the contract anniversary date will be July 1st; and

WHEREAS, the terms of the Agreement provide that the contract amount may be adjusted annually by the percentage change in the Consumer Price Index (CPI) for all urban consumers (CPI-U) for the most recent 12 months available ending in December of each year; and

WHEREAS, the Agreement was amended by an Eighth Amendment dated April 17, 2024 which adjusted the contract amount by 3.4%, increasing the contract to $541,086.89per annum; and

WHEREAS, the FKSPCA has requested hours of operation for the Marathon campus branch to at a minimum, the shelter shall be open to the public from 9:30 a.m. to 4:00 p.m., Eastern Time, Monday through Friday, and from 10:30 a.m. to 2:00 p.m. Eastern Time on Saturdays with time adjustment allowed upon mutual written consent of the County and Contractor; and

WHEREAS, the County desires to extend the current contract for an additional five (5) years and three (3) month to expire on September 30, 2030; and

WHEREAS, the County desires to change the annual adjustment to 3% annually rather than the current annual CPI based adjustments with the first adjustment effective July 1, 2025 through September 30, 2026 and annually beginning October 1, 2026 for the remaining contract term; and

IN CONSIDERATION of the mutual promises contained herein, the parties hereby agree as follows:

1. The term of this agreement will be extended for an additional five (5) years and three (3) months, beginning on July 1, 2025 and ending on September 30, 2030 unless terminated earlier as stated in Sections XXIV and XXV of the November 14, 2017 original contract.

2. Paragraph V, **RENEWAL** will be amended as the contract amount is hereby adjusted by

3% effective July 1, 2025 through September 30, 2026 and annually beginning October 1, 2026 for the remaining contract term. Annual contract amounts will be as follows:

- The total contract amount from July 1, 2025 through September 30, 2025 (remainder of FY25) will be **$139,329.87**.
- The total contract amount for FY26 - October 1, 2025 through September 30, 2026 will be **$557,319.50**
- The total contract amount for FY27 - October 1, 2026 through September 30, 2027 will be **$574,039.08**
- The total contract amount for FY26 - October 1, 2027 through September 30, 2028 will be **$591,260.26**
- The total contract amount for FY26 - October 1, 2028 through September 30, 2029 will be **$608,998.06**
- The total contract amount for FY26 - October 1, 2029 through September 30, 2030 will be **$627,268.00**

3. Paragraph A.8 is replaced in it's entirety with the following: **8. HOURS OF OPERATIONS**: At a minimum: the Marathon Animal Shelter shall be open to the public from 9:30 a.m. to 4:00 p.m., Eastern Time, ~~Tuesday~~ Monday through Friday, and 10:30 a.m. to 2:00 p.m., Eastern time, on Saturday ~~and Sunday~~.

   Hours of operation may be adjusted only upon mutual written consent of the County and the Contractor in the form of a contract amendment approved by both parties."

4. In all other respects, the remaining terms of the Agreement entered into on November 14, 2017, as amended, not inconsistent herewith, shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused these presents to be executed in the respective names.

(SEAL)
Attest: KEVIN MADOK, CLERK

By:_____
Deputy Clerk

_____
Witness Signature
Executive Director
Title
Tammy Fox 2-19-25
Print Name Date

_____
Witness Signature
Vice President
Title
Linda A. Walker 2-19-25
Print Name Date

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

Date:_____

THE FLORIDA KEYS SOCIETY FOR
THE PREVENTION OF CRUELTY TO
ANIMALS, INC.

By: _____
President
Date: 2/18/2025

Address: 5711 College Road; Key West FL 33040

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 9/19/2024

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

PRODUCER
Key West Insurance
3152 Northside Drive, Unit 201A
Key West FL 33040

License#: L100460

CONTACT NAME:
PHONE (A/C, No, Ext): 305-294-1096 **FAX (A/C, No):** 305-294-8016
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID: FLORKEY-07

INSURED
Florida Keys S.P.C.A.
5711 College Rd
Key West FL 33040

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Century Surety Company	36951
INSURER B :	Wright National Flood Insurance Company	11523
INSURER C :	Citizens Property Insurance Corporation	10064
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 1364540693 **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
10550 Aviation Blvd, Marathon, FL 33050

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	X **PROPERTY**	CCP1220271	7/12/2024	7/12/2025	X BUILDING	$ 411,000
	CAUSES OF LOSS / DEDUCTIBLES				X PERSONAL PROPERTY	$ 21,000
	X BASIC — BUILDING 1,000				BUSINESS INCOME	$
	BROAD — CONTENTS				EXTRA EXPENSE	$
	SPECIAL				RENTAL VALUE	$
	EARTHQUAKE				BLANKET BUILDING	$
	X WIND 3%				BLANKET PERS PROP	$
	X FLOOD 1,250				BLANKET BLDG & PP	$
						$
						$
	INLAND MARINE	TYPE OF POLICY				$
	CAUSES OF LOSS					$
	NAMED PERILS	POLICY NUMBER				$
						$
	CRIME					$
	TYPE OF POLICY					$
						$
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					$
						$
B Flood C Wind		091152342659 00023680	6/30/2024 7/3/2024	6/30/2025 7/3/2025	X Building X Building	$ 453,000 $ 438,000

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

APPROVED BY RISK MANAGEMENT
BY Gaelan Jones
DATE 03.12.25
WAIVER N/A X **YES** _____

CERTIFICATE HOLDER

Monroe County BOCC
1100 Simonton St
Key West FL 33040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/19/2024

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

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

PRODUCER
Key West Insurance
3152 Northside Drive, Unit 201A
Key West FL 33040

License#: L100460
FLORKEY-07

CONTACT NAME:
PHONE (A/C, No, Ext): 305-294-1096 **FAX (A/C, No):** 305-294-8016
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Burlington Insurance Company	23620
INSURER B : Arch Insurance Company	11150
INSURER C : Progressive Express Insurance Company	10193
INSURER D : Old Dominion Insurance Company	40231
INSURER E :	
INSURER F :	

INSURED
Florida Keys S.P.C.A.
5711 College Rd
Key West FL 33040

COVERAGES **CERTIFICATE NUMBER:** 2069940882 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC X OTHER: ProfessionalLiab	Y		535B542495	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liab.	$ 2,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ $ included
C	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	Y		06456454	6/30/2024	6/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B D	Directors/Officers Liability Employee Dishonesty			NFP0125245-07 F271572-N	7/1/2024 6/26/2024	7/1/2025 6/26/2025	D&O Bond	1,000,000 100,000

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

APPROVED BY RISK MANAGEMENT
BY Gaelan Jones
DATE 03.12.25
WAIVER N/A X **YES** _____

CERTIFICATE HOLDER

Monroe County BOCC
1100 Simonton St
Key West FL 33040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Charles H. Lyford

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County of Monroe
The Florida Keys

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

MEMORANDUM

DATE: 31 March 2025

TO: BOCC

FROM: Kevin G. Wilson

SUBJECT: Middle Keys (MM17-MM70) Animal Control Contract Extension

Action Recommended: Waive purchasing policy and extend the Marathon FKSPCA contract for another five (5) years and three months while eliminating the annual CPI adjustment in favor of a fixed 3% annual adjustment.

Basis for Recommendation:

1. FKSPCA has the organizational and financial strength to deliver services in the middle keys.
2. Past solicitations have resulted in two bailouts of failed providers by FKSPCA.
3. Adjusting the end date will correspond with the County's Fiscal year
4. Using a 3% annual escalator is predictable for budgeting and approximates the long-term average CPI.
5. KDPA suggested changes to the terms appear to add significant cost while not significantly improving service.

Discussion:

FKSPCA's contract for the middle keys expires in June 2025. FKSPCA is willing to continue providing services to the service area from MM16 – MM70. Past public solicitations have resulted in contracts that ended in financial difficulties for the providers. In both cases, FKSPCA stepped in, at the County's request, to replace the failed service providers.

In 2017 a contract was done on an emergency basis to enable FKSPCA to take over the failed operation. The agreement was written to finish the term of the previous contractor and provided for one (1) five (5) year extension. That extension expires in June 2025.

The contract expires in the middle of the County's fiscal year and before the CPI for the coming year is available making budget forecasting for the following year difficult. Using a fixed annual adjustment of 3% and moving the anniversary date to 1 October, makes sense so that mid-year adjustments in the contract are not necessary and eliminates the need for annual contract amendments saving staff time.

The County has received one recommendation from the Key Deer Protection Alliance (KDPA) for suggested changes to the FKSPCA terms. Those requests included expanded hours at the shelter, aa addition ACO to patrol Big Pine Key and some requests for public records. FKSPCA estimates the increased costs for those changes is $130,000/year. The County evaluated the service increases requested and determined that they would not significantly improve service. Attached is FKSPCA's response to those requests and the County's response to KDPA.

Wilson-Kevin

To: Wilson-Kevin
Subject: RE: Letter from Key Deer Protection Alliance

From: Wilson-Kevin
Sent: Monday, March 31, 2025 3:57 PM
To: Alicia Putney <aliputney@att.net>
Cc: Hurley-Christine <Hurley-Christine@MonroeCounty-FL.Gov>; LoSacco-Tina <LoSacco-Tina@MonroeCounty-FL.Gov>; Harden-Anjelica <Harden-Anjelica@MonroeCounty-Fl.gov>
Subject: RE: Letter from Key Deer Protection Alliance

Alicia,
Sorry for forgetting to follow up. I have attached Tammy Fox's response to your letter . She prepared it in January but, I failed to notice she didn't include you. Her responses are included within your letter and includes sections from their SOP that you requested as attachments. Also attached is a summary from Tara McFarland, the Director of the FKSPCA Marathon campus, of our meeting earlier this week to explore the suggestions about changing the terms of the contract which will be on the April BOCC meeting for approval.

The costs of the changes you suggest do not appear to be justified given the statistics cited by Tammy & Tara and the fact that shelter hours will have no effect on ACO operations.

kevinw

Kevin G. Wilson, P.E.
Assistant County Administrator
Cell 305-797-1547
Office 305-453-8788
Florida has a broad public records law. E-mail communications can be public record and made available to the public and media upon request. Your e-mail communication may be subject to public disclosure.

From:	Wilson-Kevin
To:	Tara McFarland
Cc:	Tammy Fox, FKSPCA; LoSacco-Tina; Rubio-Suzanne
Subject:	RE: FW: KDPA"s Public Comments on Animal Control in the Middle Keys
Date:	Monday, March 31, 2025 11:57:00 AM

From: Tara McFarland <tara@fkspca.org>
Sent: Friday, March 28, 2025 1:17 PM
To: Wilson-Kevin <Wilson-Kevin@MonroeCounty-FL.Gov>
Cc: Tammy Fox, FKSPCA <tammy@fkspca.org>; LoSacco-Tina <LoSacco-Tina@MonroeCounty-FL.Gov>; Rubio-Suzanne <Rubio-Suzanne@MonroeCounty-FL.Gov>
Subject: Re: FW: KDPA's Public Comments on Animal Control in the Middle Keys

CAUTION

Hello everyone,

Thank you for your time today. I sincerely appreciate everyone's consideration and willingness to listen, and provide input. The following are the notes requested from the meeting:

Currently the "open hours" of the FKSPCA Marathon Campus reflect hours that the facility in Marathon is open to the public to walk in and conduct business such as viewing adoptable animals, dropping off donations, learning about our programs and services, or similar types of interactions. Therefore; our on site open hours at our Campus do not directly impact the issue of free-roaming dogs in any way. Conversely, our Animal Control Officers are available six days a week from 8am - 5pm to conduct normal business, and respond to after-hour emergencies 24/7.

The Marathon Campus currently has 7 staff members. The Director of Operations, Shelter Manager, Event/Volunteer Coordinator, Lead Animal Control Officer and 3 Animal Care Technicians. To adequately keep the facility clean, care for the 50 animals currently housed at our shelter, assist the public via walk in or telephone and respond to calls it takes a *minimum* of 3 FT employees per day, five days a week for 8 hour shifts (outside the Director, Management and Event/Volunteer Coordinator positions). To accommodate the KDPA request of extending hours until 6:30pm it would mean changing our five day a week, 8 hour shift work week to four 10 hour days. Doing so would require hiring two more FT Animal Care staff.

The average annual salary of an Animal Care staff member is $38,000. Hiring the necessary two additional FT Animal Care staff members would increase our budget by an estimated $76,000.

There are two staff members trained to perform Animal Control duties that live on Big Pine Key. A third staff member is completing her training in April, and she too lives in Big Pine Key, creating a total of 3 Animal Control Officers that live in the area of concern. Those officers not only live on Big Pine, but do travel through the island to commute to work, conduct business on the island, come home on lunch breaks, and frequent stores and restaurants. This is all done on personal time outside of working hours. Between responding to citizen complaints, and conducting personal life, errands, etc… our Officers do have a finger on the pulse of what is happening on the island they live on in regards to Animal Control.

To accommodate the KDPA recommendation of more patrols, while still providing the same quality of service to the remaining 50 miles of our justiction, the FKSPCA would need to hire an additional Animal Control Officer.

The average Animal Control Officer base salary is $42,000. The average on-call shifts (3 shifts per week x $50) is $7,800. The average training is $1,500. Not factoring in overtime pay for after-hours calls, the County contract would need to see an estimated $51,300 to absorb the costs suggested by the KDPA.

The total increase in the current contract amount would need to be $127,300.

Furthermore; the FKSPCA does own two of our own Animal Control vehicles. There are no leased vehicles through the County. Having two vehicles ensures that if one Officer is responding to a call, or patrolling a certain area, and another call comes in simultaneously, another Officer is available to take the second vehicle and respond immediately.

From January 1st 2025 - March 27th 2025 the Marathon Campus responded to a total of **90 calls**. Service calls include the following (but are not limited to); trapped or injured wildlife, noise complaints (barking dogs/crowing chickens), acts of cruelty or neglect, animals in distress, animal bites, loose/stray dogs, seizures, welfare checks and transportation. Of those **90 calls, 17** were on Big Pine Key or **18%** of our total call volume. With our current staffing and current patrol schedule, I am confident that we are already giving the Big Pine Key area **more than 18%** of our time and resources.

For your knowledge the breakdown of those 17 calls are as follows:
Dog Bite - 4
Loose/Stray Dog: 6
Transport: 2
Dead Animal: 1
Dog lost on an uninhabited offshore island: 1
Noise Complaint: 2
Wildlife: 1

6 stray dog reports on Big Pine, of our 90 total calls is less than 7% of all total calls.

It is the responsibility of the FKSPCA and Animal Control to provide the same quality service to all of our community members across our entire jurisdiction. I am comfortable and confident that my team not only meets, but exceeds the expectations of our contract and provides exceptional service through prompt response times, effective and courteous communication, education and resources.

Please let me know if there's anything further I can do, information I can provide, or questions I may answer to assist you.

Best,

Tara McFarland
Director of Operations - Marathon Campus
10550 Aviation Blvd.
Marathon, FL 33050
305-743-4800

https://fkspca.org/
Tax ID# 65-0891564

Key Deer Protection Alliance

P.O. Box 430224

Big Pine Key, FL 33043

<keydeer.org>

SENT VIA EMAIL

January 9, 2025

Christine Hurley
Monroe County Administrator
1100 Simonton Street #1190
Key West Florida 33040
Hurley-Christine@monroecounty-fl.gov

Dear Christine,

The Key deer Protection Alliance (KDPA) has monitored Animal Control on Big Pine Key and No Name Key since our involvement with the process of adopting the Monroe County Comprehensive Plans.

Up until the Big Pine Key Animal Shelter was closed in 2010, there was a noticeable presence of Animal Control and enforcement on Big Pine and No Name Keys. The public knew what to do when encountering a free roaming dog and Animal Control followed through. The system operated smoothly.

Since then, we have become increasingly aware that free-roaming dogs are a serious problem in our community. We receive calls asking KDPA “who do I call?” and “what do I do?” when encountering a free-roaming dog. KDPA has been monitoring the frequency of local social media discussions regarding free-roaming dogs[1] and was involved in the case of the Key deer being attacked and killed on July 1, 2023. This is an unproven statement. The fact from recorded and documented calls in to the Marathon Campus regarding at large dogs is as follows: Claim stated above: "From our analysis there can be as many as eight loose dog sightings a month on Big Pine Key...."

1 From our analysis there can be as many as eight loose dog sightings in a month on Big Pine Key, No Name Key and the Lower Keys. We estimate that is a fraction of how many loose dogs are seen each month.

Fact - During all twelve months of 2024 there were ten in total *reported* stray dogs on Big Pine Key. Of those 10 reports, there was not one report of an injured person or a Key Deer. The monthly breakdown is as follows:

Animals at Large:
1-14-2024 - Impound
1-28-2024 - Impound
3-13-2024 - Warning Issued
4-7-2024 - Impound
7-19-2024 - Unable to Locate
7-25-2024 - Impound
9-18-2024 - In field RTO at Vets office
10-15-2024 - Impound (Ducks, not dogs)
11-27-2024 - Impound
12-19-2024 - Unable to Locate

In addition, although not mentioned, total bite reports for 2024 is as follows:
1-19-2024 - Shelter QT (QT indicates quarantine)
3-31-2024 - Unable to Locate/No Response from Victim
4-16-2024 - Home QT
4-18-2024 - Citation Issued
10-16-2024 - Home QT
11-13-2024 - Two dogs in the same household. Impounded both. Humane euthanasia of the aggressor.
12-22-2024 - Home QT

In addition there have been two recent dog attacks on members of the public[2]. This is a false statement. Claim detailed (#2) "From December 1st through January 2nd there have been at least two reported attacks on a person by a loose dog" Fact - There was one documented dog bite on Big Pine Key in that period, case #8863261. On December 22, 2024 Officer Fricke was bitten by a dog on its own property when reporting to a 911 call. This dog was not at large.

Beth Fennel (a SOKD activist) reported being bitten by an off leash dog but retracted her statement to Officer Walters claiming "it might have been a scratch on her finger by a nail", and the owners claim their dog never made any contact with Ms. Fennel at all.

Due to all these factors, KDPA has amassed a wealth of information on the effects of free roaming dogs on endangered species, walkers, bikers, runners and the general public. We

2 From December 1st through January 2nd there have been at least two reported attacks on a person by a loose dog.

have concluded the current Animal Control system is not working as it should, and there is definite room for improvement.

Thanks to you we were able to study the current contract entitled "Operation of Marathon Animal Control Shelter and Middle Keys Animal Control" (from Mile Marker 16.7 to Mile Marker 70).

This contract became effective on November 15, 2017, and ended at 12:00 midnight on June 30, 2020. Per the section on "Renewal" Monroe County had the option to renew the agreement for one (1) additional five-year period. Hence, the contract is due for renewal on June 30, 2025.

KDPA would like to provide input during the process of re-negotiating an Animal Control contract for the Lower Keys, including, but not limited to, Big Pine Key, No Name Key, Summerland Key, Cudjoe Key and Sugarloaf Key. How can this be accomplished?

At the same time, KDPA would also like to know how to access the current Animal Control records, such as the protocol for responding to animal control calls, This can be found within the Standard Operating Procedures Manual which was provided to the county with our contract bid and we have on hand. In order to provide you with what you need I have extracted the pages pertaining to the animal control protocols and attached to this email.

the Pet Point System Only employees are given access to the internal software known as PetPoint as it contains sensitive information. However, a public records request can be submitted for a specific document within the PetPoint system that pertains to the animal control contract,

the protocol for investigating bites by free-roaming and other forms of attacks on people and animals This can be found within the Standard Operating Procedures Manual. In order to provide you with what you need I have extracted the pages pertaining to the animal control protocols and attached to this email.

as well as the log of miles driven annually on the patrol vehicle. The public records request procedure specifically states documents should not be created to satisfy a request. Only existing documents are relevant. We do not maintain a mileage log therefore this document cannot be provided.

How would we gain access to these records? If any member of the public would like to see public records pertaining to the animal control contract they can request the specific public record along with the period for which they would like to request. They can make this request to the county or to the FKSPCA. Having a copy of the "Policies and Procedures

Manual" may answer most of our questions and deal with many of our concerns. I have included the pages from the manual to this email.

We hope our comments and suggestions for the next Animal Control contract will be viewed as we intend them to be: constructive, with the goals of creating an Animal Control system which is more likely to make sense to the public, removing the public's fears of free-roaming dogs and protecting the endangered species in the Lower Keys, including the Key deer.

Thank you for your time and interest in this matter. The KDPA Board will appreciate any assistance you may provide in helping to improve Animal Control services on Big Pine and No Name Keys and other islands in the Lower Keys.

Sincerely,

Alicia Putney, President

(305) 304-9212

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: C6
2023-3855

BULK ITEM: Yes

DEPARTMENT: Project Management

TIME APPROXIMATE:
N/A

STAFF CONTACT: Cary Vick

AGENDA ITEM WORDING: Approval of a Second Amendment to the Administrative Agreement with the Florida Keys Council of the Arts (FKCA) to utilize 10% of the 1% Art in Public Places allocation for capital projects, to pay for administrative expenses. This Second Amendment updates personnel and hourly rates.

ITEM BACKGROUND:
Monroe County Ordinance 022-2001 provides an appropriation of 1% of construction costs for new construction exceeding $500,000.00, and renovations exceeding $100,000.00, to be used for the acquisition, commission, installation, and maintenance of art works through the Art in Public Places Committee (AIPP).

The current Administrative Agreement with Florida Keys Art Council (FKCA) was approved by the BOCC on 1/18/2023 and was first amended on 3/20/24. The Administrative Agreement authorizes FKCA to utilize 10% of the art funding, which is appropriated under Ordinance 022-2001, to cover administrative expenses for each AIPP project.

This Second Amendment updates personnel due to a recent staff change and the hourly rates of personnel.

PREVIOUS RELEVANT BOCC ACTION:
1/18/2023 - BOCC approved an Administrative Agreement with Florida Keys Council of the Arts (FKCA)
3/20/2024 - BOCC approved a First Amendment to the Administrative Agreement with FKCA updating contract provisions and personnel.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

Updates to personnel and hourly rates.

STAFF RECOMMENDATION: Approval of Second Amendment

DOCUMENTATION:

2nd Amend_AIPP_signed.pdf
_AIPP Admin Agmt & 1st Amend_EXEC - 2023.pdf

FINANCIAL IMPACT:
N/A

SECOND AMENDMENT TO ADMINISTRATIVE AGREEMENT
MONROE COUNTY ARTS IN PUBLIC PLACES

This **SECOND AMENDMENT** dated the **16th day of April 2025**, is entered into by and between the **BOARD OF COUNTY COMMISSIONERS FOR MONROE COUNTY**, ("County"), and the **FLORIDA KEYS COUNCIL OF THE ARTS** ("FKCA").

WHEREAS, the Art in Public Places Ordinance #022-2001, codified at MCC §2-233, provides for an appropriation of 1% of the construction costs for new construction exceeding $500,000.00 and renovations exceeding $100,000.00 for the acquisition, commission, installation, and maintenance of works of art in said buildings; and

WHEREAS, on January 18, 2023, the parties entered into an Administrative Agreement where the AIPP committee can utilize ten percent (10%) of the art funding for each project for certain reimbursement of administrative expenses incurred by the FKCA ("Agreement"); and

WHEREAS, on March 20, 2024, the parties entered into a First Amendment to the Agreement which updated the listed personnel, hourly rates, Public Entity Crime Statement paragraph and Nondiscrimination paragraph; and.

WHEREAS, the FKCA has requested an update to the Administrative Agreement to reflect the current hourly pay rate and listed personnel.

NOW THEREFORE, in consideration of the mutual covenants and payment contained herein, the parties have entered into this Agreement on the terms and conditions as set forth below:

1. Paragraph 1.a. of the Agreement is amended as follows:

    a. The FKCA may be reimbursed for personnel (as listed below) for the time of each spent associated with a project at their hourly rate including, but not limited to, the issuance of RFQs and RFPs, collating and distributing responses, providing administrative support during evaluation meetings, and preparation and processing of contracts:

NAME	FUNCTION	HOURLY RATE
Elizabeth Young	Administration	$42.76
Abigail Lockwood	Administration	$33.65
Mary Martin	Administration	$28.00

    The services performed by the above personnel shall be reimbursed at their hourly rate. A schedule of services must be approved by the Director of Project Management.

2. In all other respects, the original Agreement dated January 18, 2023, as amended on March 20, 2024, remains unchanged.

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

(SEAL)
Attest: KEVIN MADOK, Clerk

By:_____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By:_____
Mayor/Chairman

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM

JOSEPH DINOVO
ASSISTANT COUNTY ATTORNEY

DATE: 3-26-2025

Witness:

By:_____

Print Name: Alexa LoDuca

Date: 03/26/25

FLORIDA KEYS COUNCIL OF THE ARTS

By:_____
Elizabeth Young
Executive Director

Date: March 26, 2025

FIRST AMENDMENT TO ADMINISTRATIVE AGREEMENT
MONROE COUNTY ARTS IN PUBLIC PLACES

This FIRST AMENDMENT dated the 20th day of March 2024, is entered into by and between the BOARD OF COUNTY COMMISSIONERS FOR MONROE COUNTY, ("County"), and the FLORIDA KEYS COUNCIL OF THE ARTS ("FKCA").

WHEREAS, the Art in Public Places Ordinance No. 022-2001, codified at MCC §2-233, provides for an appropriation of 1% of the construction costs for new construction exceeding $500,000.00 and renovations exceeding $100,000.00 for the acquisition, commission, installation, and maintenance of works of art in said buildings; and

WHEREAS, on January 18, 2023, the parties entered into an Administrative Agreement where the Art in Public Places ("AIPP") committee can utilize ten percent (10%) of the art funding for each project for certain reimbursement of administrative expenses incurred by the FKCA ("Agreement"); and

WHEREAS, the FKCA has requested an update to the Administrative Agreement to reflect current hourly pay rate and listed personnel and to update certain provisions to bring them current with County policies.

NOW, THEREFORE, in consideration of the mutual covenants and payment contained herein, the parties have entered into this First Amendment to Agreement on the terms and conditions as set forth below:

1. Paragraph 1.a. of the Agreement is amended by deleting the current paragraph and replacing it in its entirety with the following paragraph:

    a. The FKCA may be reimbursed for personnel (as listed below) for their time spent associated with a project, at their hourly rate, including but not limited to the issuance of RFQs and RFPs, collating and distributing responses, providing administrative support during evaluation meetings, and preparation and processing of contracts:

NAME	FUNCTION	HOURLY RATE
Elizabeth Young	Administration	$42.76
Martha Resk	Administration	$35.33
Mary Martin	Administration	$28.00

    The services performed by the above personnel shall be reimbursed at their hourly rate. A schedule of services must be approved by the Director of Project Management.

2. Paragraph 8, PUBLIC ENTITY CRIME STATEMENT, of the Agreement, is hereby amended to delete the current Paragraph 8 and replace it in its entirety with the following paragraph:

> 9. PUBLIC ENTITY CRIME STATEMENT: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."

3. Paragraph 18, Nondiscrimination, of the Agreement, is hereby amended to delete the current Paragraph 18 and replace it in its entirety with the following Paragraph:

> 18. NONDISCRIMINATION. Contractor and FKCA agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. Contractor and FKCA agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of disability; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from

time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

4. In all other respects, the original Agreement dated January 18, 2023, remains unchanged.

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

(SEAL)
Attest: KEVIN MADOK, Clerk

By: _____
As Deputy Clerk

Date: 3/20/2024

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

Witness:

By: Martha E. Resk

Print Name: MARTHA E. RESK

Date: 3/4/2024

FLORIDA KEYS COUNCIL OF THE ARTS

By: _____
Elizabeth Young
Executive Director

Date: 3/4/2024

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 3-4-2024

FILED FOR RECORD
2024 APR -2 PM 4:44
CLK. CIR. CT.
MONROE COUNTY, FLA.

MONROE COUNTY ARTS IN PUBLIC PLACES
ADMINISTRATIVE AGREEMENT

This AGREEMENT dated the 18th day of January, 2023, is entered into by and between the BOARD OF COUNTY COMMISSIONERS FOR MONROE COUNTY, ("County"), and the FLORIDA KEYS COUNCIL OF THE ARTS ("FKCA").

WHEREAS, the Art in Public Places Ordinance #022-2001, codified at MCC §2-233, provides for an appropriation of 1% of the construction costs for new construction exceeding $500,000.00 and renovations exceeding $100,000.00 for the acquisition, commission, installation, and maintenance of works of art in said buildings; and

WHEREAS, the ordinance establishes an Arts in Public Places Committee (AIPP Committee) to advise the County Commission regarding art to be acquired and installed in each public construction project subject to the AIPP allocation; and

WHEREAS, the AIPP Committee has elected to utilize ten percent (10%) of the art funding for each project for certain reimbursements of administrative expenses incurred by the FKCA; and

WHEREAS, an Administrative Agreement for the FKCA to utilize ten percent (10%) of the art funding for administrative expenses has been continuously in effect since the first BOCC action on October 15, 2008;

WHEREAS, the current Administrative Agreement expired on September 30, 2022, with no additional options available to renew the Agreement; and

WHEREAS, the FKCA has authorized its Executive Director to request to enter into a new Administrative Agreement to utilize ten percent (10%) of the art funding for administrative expenses effective retroactive to October 1, 2022, and expiring on September 30, 2025; and

NOW THEREFORE, in consideration of the mutual covenants and payment contained herein, the parties have entered into this Agreement on the terms and conditions as set forth below:

1. REIMBURSABLE ADMINISTRATIVE EXPENSES: The County shall reimburse up to ten percent (10%) of the funds allocated for each project to the FKCA for expenditures directly related to each project. Expenses shall be reimbursed only after properly invoiced by the FKCA with supporting receipts and documents.
   Reimbursable expenses shall include:

   a. The FKCA may be reimbursed for personnel (as listed below) for their time spent associated with a project, at their hourly rate, including but not limited to issuance of

RFQ's and RFP's, collating and distributing responses, providing administrative support during evaluation meetings, and preparation and processing of contracts:

NAME	FUNCTION	HOURLY RATE
Elizabeth Young	Administration	$42.76
Martha Resk	Administration	$33.65
Cynthia Page	Administration	$31.00

The services performed by the above personnel shall be reimbursed at their hourly rate. A schedule of services must be approved by the Director of Project Management.

b. Expense of transportation and living expenses, but only to the extent and in the amounts authorized by Section 112.061, Florida Statutes.
c. Postage and handling of documents associated with the project.
d. Costs for printing, binding, copying costs associated with the project.

2. MODIFICATIONS AND AMENDMENTS: Any and all modifications of the terms of this Agreement shall be amended in writing and approved by the Board of County Commissioners of Monroe County.

3. AGREEMENT PERIOD: This Agreement is for the period of three (3) years beginning retroactive to October 1, 2022, and ending September 30, 2025. There will be one (1) option to renew this Agreement for one (1) additional three-year term. Renewal must be requested in writing by the FKCA and approved by the Board of County Commissioners of Monroe County.

4. SEPARATE ENTITY: At all times and for all purposes hereunder, the FKCA is a separate entity and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this Agreement shall be construed as to find the FKCA or any of its employees, contractors, servants, or agents to be employees of the Board of County Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges or benefits of employees of Monroe County.

5. HOLD HARMLESS/INDEMNIFICATION: The FKCA hereby agrees to indemnify and hold harmless the BOCC, and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments arising directly or indirectly under this Agreement. The FKCA shall immediately give notice to the County of any suit, claim, or action made against the County that is related to the activity under this Agreement, and will cooperate with the

County in the investigation arising as a result of any suit, action, or claim related to this Agreement.

6. CONSENT TO JURISDICTION: This Agreement, its performance, and all disputes arising hereunder, shall be governed by the laws of the State of Florida, and both parties agree that the proper venue for any actions shall be in Monroe County.

7. ETHICS CLAUSE: The FKCA warrants that it has not employed, retained, or otherwise had act on its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion, terminate this Agreement without liability and may also, at its discretion, terminate this Agreement without liability and may also, at its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee.

8. PUBLIC ENTITY CRIME STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

9. NOTICE: Any written notice to be given to either party under this Agreement or related hereto shall be addressed and delivered as follows:

<u>For AIPP & FKCA</u>
Executive Director
Florida Keys Council of the Arts
1100 Simonton Street
Key West, FL 33040

<u>For County</u>

Monroe County Project Management
1100 Simonton Street
Key West, FL 33040
&
Monroe County Attorney
1111 12th Street, Suite 408
Key West, FL 33040

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

    The Contractor is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.
    Pursuant to Fla. Stat., Sec. 119.0701 and the terms and conditions of this contract, the Contractor is required to:
    (1) Keep and maintain public records that would be required by the County to perform the service.
    (2) Upon receipt from the County's custodian of records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
    (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
    (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records that would be required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of records, in a format that is compatible with the information technology systems of the County.
    (5) A request to inspect or copy public records relating to a County contract must be made directly to the County, but if the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor

must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

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

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

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

11. Interpretation, Costs, and Fees. The County and FKCA agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding. The County and FKCA agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the Circuit Court of Monroe County.

12. Severability. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the Agreement would prevent the accomplishment of the original intent of this Agreement. The County and

FKCA agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

13. Binding Effect. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and FKCA and their respective legal representatives, successors, and assigns.

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

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

16. Adjudication of Disputes or Disagreements. County and FKCA agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. This Agreement is not subject to arbitration. This provision does not negate or waive the provisions of Paragraph 18 concerning termination or cancellation.

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

18. Nondiscrimination. County and FKCA agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or FKCA agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC

s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

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

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

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

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

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

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

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

26. Attestations. FKCA agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, Non-Collusion Statement, and a Drug-Free Workplace Statement.

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

28. Annual Appropriation. The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. In the event that the County funds on which this Agreement is dependent are withdrawn, this Agreement is terminated, and the County has no further obligation under the terms of this Agreement to the Contractor beyond that already incurred by the termination date.

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

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

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

32. Final Understanding. This Agreement is the parties' final mutual understanding. It replaces any earlier agreements or understandings, whether written or oral. This Agreement cannot be modified or replaced except by another written and signed agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their respective names.

(SEAL)
Attest: KEVIN MADOK, Clerk

By: _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

Witness:

By: _____

Print Name: Claire Z. Young

Date: November 21, 2022

FLORIDA KEYS COUNCIL OF THE ARTS

By: _____
Elizabeth S. Young
Executive Director

Date: November 21, 2022

FILED FOR RECORD
2023 JAN 26 AM 11:08
CLK. CIR. CT.
MONROE COUNTY, FLA.

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
_____
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 11/21/2022

NON-COLLUSION AFFIDAVIT

I, ELIZABETH YOUNG of the city of KEY WEST / MONROE COUNTY according to law on my oath, and under penalty of perjury, depose and say that:

1. I am EXECUTIVE DIRECTOR of the ~~firm~~ non profit of MONROE COUNCIL of the ARTS dba FL KEYS COUNCIL of the ARTS the proposer making the Proposal for the project described in the notice for calling for proposals for: PUBLIC ART ADMINISTRATOR and that I executed the said proposal with full authority to do so;

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

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

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

5. The statements contained in this affidavit are true and correct, and made with full knowledge of said project.

(Signature of Proposer) 1/9/2023 (Date)

STATE OF: FL

COUNTY OF: MONROE

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on JAN 9 2023 (date) by Elizabeth Young (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC

(SEAL)

My commission expires: 07/06/25

KRYSTAL ANSON GOMEZ
Notary Public - State of Florida
Commission # HH 105316
My Comm. Expires Jul 6, 2025
Bonded through National Notary Assn.

LOBBYING AND CONFLICT OF INTEREST CLAUSE

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

ETHICS CLAUSE

"MONROE COUNCIL of the ARTS dba Florida Keys Council of the Arts"
(Company)

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

(Signature)
Date: 1/9/2023

STATE OF: FL

COUNTY OF: MONROE

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on JAN 9, 2023 (date)

by Elizabeth Young (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC

(SEAL)

My commission expires: 07/06/25

KRYSTAL ANSON GOMEZ
Notary Public - State of Florida
Commission # HH 105516
My Comm. Expires Jul 6, 2025
Bonded through National Notary Assn.

DRUG-FREE WORKPLACE FORM

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

Monroe Council of the Arts dba Florida Keys Council of the Arts
(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature

1/9/2023
Date

STATE OF: FL

COUNTY OF: MONROE

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on JAN 9, 2023 (date) by Elizabeth Young (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC
My commission expires: 07/06/2025

(SEAL)

KRYSTAL ANSON GOMEZ
Notary Public - State of Florida
Commission # HH 105516
My Comm. Expires Jul 6, 2025
Bonded through National Notary Assn.

PUBLIC ENTITY CRIME STATEMENT

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

I have read the above and state that neither ELIZABETH S. YOUNG (Proposer's name) nor any Affiliate has been placed on the convicted vendor list within the last thirty-six (36) months.

(Signature)

Date: 1/9/2023

STATE OF: FL

COUNTY OF: MONROE

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on JAN 9, 2023 (date) by Elizabeth Young (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC

(SEAL)

My commission expires: 07/04/2025

KRYSTAL ANSON GOMEZ
Notary Public - State of Florida
Commission # HH 105516
My Comm. Expires Jul 6, 2025
Bonded through National Notary Assn.

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Project Description(s): Public Art Administration

Respondent Vendor Name: Monroe County Council of the Arts dba Florida Keys Council of the Arts

Vendor FEIN: 65-0737532

Vendor's Authorized Representative Name and Title: ELIZABETH S YOUNG EXEC. DIRECTOR

Address: 1100 SIMONTON ST. #263-3

City: KEY WEST State: FLORIDA Zip: 33040

Phone Number 3052954369 Email Address: director@keysarts.com

.Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the Section entitled "Respondent Vendor Name" is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel and for Projects of $1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria.

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

Certified By: ELIZABETH YOUNG, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: Elizabeth S. Young

Print Name: ELIZABETH S. YOUNG

Title: EXECUTIVE DIRECTOR

Note: The List are available at the following Department of Management Services Site:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: C7
2023-3860

BULK ITEM: Yes

DEPARTMENT: Parks and Beaches

TIME APPROXIMATE:
N/A

STAFF CONTACT: Erika Nodal

AGENDA ITEM WORDING: Request for approval to accept a donated 14-foot panel Christmas tree, valued at $5,000, from The Rotary Club of the Lower Keys for holiday display at Big Pine Community Park.

ITEM BACKGROUND:
Monroe County Parks and Beaches is requesting Board approval to accept a donation of a 14-foot panel Christmas tree from The Rotary Club of the Lower Keys, valued at approximately $5,000, for public use at Big Pine Community Park. The tree will be displayed and used at the park during the holiday season.

PREVIOUS RELEVANT BOCC ACTION:
N/A

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Donation Letter Lower Keys Rotary.pdf

FINANCIAL IMPACT:

Effective Date: Upon approval by BOCC

Expiration Date: N/A

Total Dollar Value of Contract: N/A

Total Cost to County: N/A

Current Year Portion: N/A

Budgeted:

Source of Funds:
CPI:
Indirect Costs: staff time, utilities and operation costs

Estimated Ongoing Costs Not Included in above dollar amounts: N/A

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

Grant: N/A

County Match: N/A

Insurance Required: N/A

Additional Details: N/A

The Rotary Club of the Lower Keys is delighted to donate a fourteen-foot Panel Christmas tree to the Parks Department of Monroe County for display at the Big Pine Community Park.

We are excited to announce our plans to enhance this festive offering in the future with additional items, creating a comprehensive Christmas display. To support this initiative, we hope to sell sponsorships. Which would benefit both our organization and the Community.

We kindly request your approval to display a Sign or Banner recognizing our sponsorship near the Christmas tree.

Thank you for your partnership in bringing Joy to our community during the Holiday season.

Sincerely

Steve Miller

Director & Christmas Light Chairman

Cost Estimate $5,000



COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: C8
2023-3861

BULK ITEM: Yes **DEPARTMENT:** Fire Rescue

TIME APPROXIMATE: **STAFF CONTACT:** R. L. Colina

AGENDA ITEM WORDING: Approval by BOCC of Amendment No. 1 to the Agreement between Monroe County and ESO Solutions, Inc. for EMS Enterprise Software Solutions and Support, in the amount of $61,902.53 for the first year, and clarifying ongoing services and locked-in pricing through the initial term ending on September 30, 2026. Additionally, Amendment No. 1 replaces "Exhibit D" of the Agreement with "Exhibit D-1" and clarifies the products and pricing across all renewal terms, for a potential of six (6) years.

ITEM BACKGROUND:
This Amendment No. 1 replaces "Exhibit D" of the Agreement with "Exhibit D-1" attached and incorporated within Amendment No. 1. The Amendment No. 1 clarifies the products and pricing across all renewal terms, for a potential of six (6) years. It reduces the current subscription software services cost by $1,156.85 for this year and incorporates the inclusion of the "Insurance Discovery" product for $795.00 and the "ESO Electronic Health Record (EHR) Suite iOS module" at no cost this year by adjusting and locking in the annual increase rate of 3% for all extensions (renewals) under the Agreement, as well as removing the "ESO Activities Module" from the software listing. The "Insurance Discovery" product will provide the department's medical billing team with a more efficient way to identify and verify patient data information through the software's secured system and the EHR Suite iOS module will enable the department to use iPad products instead of the Toughbook laptops which will save approximately $45,000 in the long term (the estimated expense for replacing the Toughbook laptops at end of life).

In 2020, Monroe County Fire Rescue purchased an ongoing subscription based software as a service to provide National Fire Incident Reporting System (NFIRS) compliant records management and reporting for fire incidents, hydrants, property inspections from ESO Solutions, Inc. The software includes an automated transfer of data from the Monroe County Sheriff's Office Computer Aided Dispatch (CAD) system with patient care reporting, and automatic transfers of report data to the state Department of Health. The electronic record management and reporting functions are critical to the department’s fire and emergency services operations.

ESO Solutions Inc. has executed the Amendment No. 1 to the Agreement and the department requests

that the BOCC approve this Amendment No. 1 to update its subscription software services to the reduced amount of $61,902.53.

PREVIOUS RELEVANT BOCC ACTION:
On December 11, 2024, the BOCC approved a new/restated agreement superseding and replacing prior agreements/amendments for an initial term of two (2) years retroactive to October 1, 2024 until September 30, 2029, in the amount of $63,059.38 for the first year. (AIN 2023-3183; C17)

INSURANCE REQUIRED:
Yes

CONTRACT/AGREEMENT CHANGES:
None.

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

AMENDMENT NO. 1_ESO and Monroe County(ESO Executed) updated Exh. D-1.pdf
Original Agreement with ESO and Monroe County_Redacted.pdf

FINANCIAL IMPACT:

Effective Date: 04/16/2026 (Underlying agreement retroactive to Oct. 1, 2024)

Expiration Date: 09/30/2029

Total Dollar Value of Contract: $61,902.53

Total Cost to County: $119,556.28 (2-year term)

Current Year Portion: $61,902.53

Budgeted: Yes

Source of Funds - Split Cost Centers below:

- 11001: $8,666.35 (14%)
- 11500: $40,855.67 (66%)
- 12000: $4,333.18 (7%)
- 12001: $1,238.05 (2%)
- 14000: $1,857.08 (3%)
- 63100: $4,952.20 (8%)
-

CPI: N/A

Indirect Costs: N/A

Estimated Ongoing Costs Not Included in above dollar amounts: N/A

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

Grant: No

County Match: No

Insurance Required: Yes

Additional Details: Spend Category SC_00084 - Software subscription with cancelable terms from cost centers above.

AMENDMENT NO. 1
to
the AGREEMENT *between* MONROE COUNTY, FL *and* ESO SOLUTIONS, INC.
***for* EMS Enterprise Software Solutions and Support**

This Amendment No. 1 to the agreement between Monroe County, Florida, and ESO Solutions, Inc. for EMS Enterprise Software Solutions and Support dated December 11, 2024, and retroactively effective to October 1, 2024 ("Original Agreement"), is made this ____ day of _____, 2025 by and between the Monroe County, Florida, through the Monroe County Board of County Commissioners (the "County"), and ESO Solutions, Inc. (the "Contractor") both of whom agree as follows:

W I T N E S S E T H:

WHEREAS, on December 11, 2024, the parties entered into the Original Agreement to provide for EMS Enterprise Software and Support, as further defined therein, for an initial term of two (2) years commencing on October 1, 2024, with the option to renew for two (2) mutually agreed upon two (2)-year renewal terms (the contract has the potential to cover six (6) years in total); and

WHEREAS, the parties now desire to modify "Exhibit D" - ESO Contracted Services and Licensed Software/Subscription Schedule, attached to the Original Agreement, to add and subtract certain line-items, as well as clarify the services and pricing across years, as further set forth therein; and

WHEREAS, as such, the parties desire to rescind and supersede "Exhibit D" in its entirety, and replace it with "Exhibit D-1" - ESO Contracted Services and Licensed Software/Subscription Schedule, attached to this Amendment No. 1; and

WHEREAS, through this Amendment No. 1, the parties agree that the annual uplift of three percent (3%) will not commence until the first renewal term commences (meaning the prices provided in Exhibit D-1 are locked-in for the first two (2) years, to wit: Oct. 1, 2024 - Sept. 30, 2026, and upon renewal, the annual uplift of 3% will start on Oct. 1, 2026, and occur yearly thereafter); and

WHEREAS, all other terms and conditions of the Original Agreement, not inconsistent herewith, shall remain in full force and effect.

NOW, THEREFORE, based on the promises and covenants herein contained, the parties agree as follows:

1. The recitations referred to above are true and correct, and are hereby adopted and incorporated as if set forth in full.

2. The parties desire to rescind and supersede "Exhibit D" of the Original Agreement,

in its entirety, and replace it with **"Exhibit D-1" - ESO Contracted Services and Licensed Software/Subscription Schedule**, attached to and incorporated herein, and made a material part of this Amendment No. 1.

3. This agreement constitutes the entire understanding between the Contractor and the County regarding this Amendment No. 1, and all other terms and conditions of the Original Agreement, not inconsistent herewith, shall remain in full force and effect, and are incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 the day and year first above written.

CONTRACTOR: ESO SOLUTIONS, INC.

By: _____
Signature

Robert Munden, Chief Legal & Compliance Officer
Print Name & Title

STATE OF Texas

COUNTY OF Travis

The foregoing instrument was sworn to/affirmed and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of March, 2025, by Robert Munden, as CEO of ESO Solutions, Inc., a Texas Corporation. He/She is personally known to me/or has produced ~~_____~~ (type of identification) as identification.

CLCO

_____
Signature of Notary Public

SARAH E MILLER
Notary ID #134301138
My Commission Expires
April 12, 2027

Sarah E Miller
(Print & Stamp Commissioned Name of Notary Public)

[County Signatures to follow]

AMENDMENT NO. 1 to
the AGREEMENT *between* MONROE COUNTY, FL *and* ESO SOLUTIONS, INC.
***for* EMS Enterprise Software Solutions and Support**

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

By:_____
Mayor James K. Scholl

BOARD OF GOVERNORS, FIRE AND AMBULANCE DISTRICT 1, MONROE COUNTY, FLORIDA:

By:_____
Chairperson Bruce Halle

(Seal)

Attest: Kevin Madok, Clerk

_____
As Deputy Clerk

Approved as to legal form & sufficiency:

Eve M. Lewis Digitally signed by Eve M. Lewis Date: 2025.03.07 10:19:29 -05'00'

Eve M. Lewis, Assistant County Attorney

I. Product & Pricing Schedule and Annual Uplift.

The agreement provides for an initial term of two (2) years (From Oct. 1, 2024 to September 30, 2026), with the option to renew for two (2) mutually agreed upon Two (2)-year renewal terms (the Agreement has the potential to cover six (6) years in total). Starting on October 1, 2026, and each year thereafter, the parties agree to an annual uplift of 3% (compounded), as provided below.

Monroe County Fire Rescue Subscriptions

Subscriptions	# of Units (includes Stations and Records)	Contract Year 1 FY24-25 Base Amount	Contract Year 2 FY25-26 Base Amount	Uplift	Additional Amt from Uplift	Contract Year 3 FY26-27 Contract Amount	Uplift	Additional Amt from Uplift	Contract Year 4 FY27-28 Contract Amount	Uplift	Additional Amt from Uplift	Contract Year 5 FY28-29 Contract Amount	Uplift	Additional Amt from Uplift	Contract Year 6 FY30-31 Contract Amount
ESO Fire Incidents	10 Fire Stations	$ 10,070.00	$ 10,070.00	0.030	$ 302.10	$ 10,372.10	0.030	$ 311.16	$ 10,683.26	0.030	$ 320.50	$ 11,003.76	0.030	$ 330.11	$ 11,333.87
ESO Hydrants	10 Fire Stations	$ 3,095.00	$ 3,095.00	0.030	$ 92.85	$ 3,187.85	0.030	$ 95.64	$ 3,283.49	0.030	$ 98.50	$ 3,381.99	0.030	$ 101.46	$ 3,483.45
ESO Inspections	10 Fire Stations	$ 4,420.00	$ 4,420.00	0.030	$ 132.60	$ 4,552.60	0.030	$ 136.58	$ 4,689.18	0.030	$ 140.68	$ 4,829.85	0.030	$ 144.90	$ 4,974.75
ESO Properties	10 Fire Stations	$ 3,870.00	$ 3,870.00	0.030	$ 116.10	$ 3,986.10	0.030	$ 119.58	$ 4,105.68	0.030	$ 123.17	$ 4,228.85	0.030	$ 126.87	$ 4,355.72
ESO EHR Suite	4249 Incidents	$ 9,262.19	$ 9,262.19	0.030	$ 277.87	$ 9,540.06	0.030	$ 286.20	$ 9,826.26	0.030	$ 294.79	$ 10,121.05	0.030	$ 303.63	$ 10,424.68
ESO EHR Suite ios			$ 926.22	0.000	$ -	$ 926.22	0.030	$ 27.79	$ 954.01	0.030	$ 28.62	$ 982.63	0.030	$ 29.48	$ 1,012.10
EHR Computer Aided Dispatch (CAD) Integration	4249 Incidents	$ 2,180.00	$ 2,180.00	0.030	$ 65.40	$ 2,245.40	0.030	$ 67.36	$ 2,312.76	0.030	$ 69.38	$ 2,382.14	0.030	$ 71.46	$ 2,453.61
EHR Cardiac Monitor Integration	4249 Incidents	$ 1,055.00	$ 1,055.00	0.030	$ 31.65	$ 1,086.65	0.030	$ 32.60	$ 1,119.25	0.030	$ 33.58	$ 1,152.83	0.030	$ 34.58	$ 1,187.41
Billing Module Claims Processing	15000 Incidents	$ 13,192.90	$ 13,192.90	0.030	$ 395.79	$ 13,588.69	0.030	$ 407.66	$ 13,996.35	0.030	$ 419.89	$ 14,416.24	0.030	$ 432.49	$ 14,848.73
Billing Module Patient Care Report Import	15000 Incidents	$ 1,295.00	$ 1,295.00	0.030	$ 38.85	$ 1,333.85	0.030	$ 40.02	$ 1,373.87	0.030	$ 41.22	$ 1,415.08	0.030	$ 42.45	$ 1,457.53
Billing Interface (for Patient Reporting)	4249 Incidents	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -
EHR Billing Interface (for Data upload to 3rd Party)	3000 Incidents	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -
ESO Logis Billing Hosting & Patient Data Storage	1 Hosting Env	$ 8,000.00	$ 8,000.00	0.030	$ 240.00	$ 8,240.00	0.030	$ 247.20	$ 8,487.20	0.030	$ 254.62	$ 8,741.82	0.030	$ 262.25	$ 9,004.07
Billing Insurance Discovery Integration (Waystar)	1 Hosting Env	$ 795.00	$ 795.00	0.030	$ 23.85	$ 818.85	0.300	$ 245.66	$ 1,064.51	0.300	$ 319.35	$ 1,383.86	0.300	$ 415.16	$ 1,799.01
Insights Reporting Designer Licenses	8 Licenses	$ 500.00	$ 500.00	0.030	$ 15.00	$ 515.00	0.030	$ 15.45	$ 530.45	0.030	$ 15.91	$ 546.36	0.030	$ 16.39	$ 562.75
EHR Handtevy Integration	4249 Incidents	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -
QuickSpeak	4249 Incidents	$ 105.03	$ 105.03	0.030	$ 3.15	$ 108.18	0.030	$ 3.25	$ 111.43	0.030	$ 3.34	$ 114.77	0.030	$ 3.44	$ 118.21
EHR Fax	4055 Incidents	$ 477.41	$ 477.41	0.030	$ 14.32	$ 491.73	0.030	$ 14.75	$ 506.48	0.030	$ 15.19	$ 521.68	0.030	$ 15.65	$ 537.33
ESO EHR Connection	3000 Incidents	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -
Billing Module Training (One-Time)	1 Training	$ 3,585.00													
Subtotal Per Year:		**$ 61,902.53**	**$ 59,243.75**			**$ 60,993.27**			**$ 63,044.16**			**$ 65,222.90**			**$ 67,553.23**

Kevin Madok, CPA

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

DATE: January 3, 2025

TO: Cheri Tamborski
Emergency Services

Mayor Bruce Halle
Fire & Ambulance District 1 Board of Governors

FROM: Liz Yongue, Deputy Clerk

SUBJECT: December 11, 2024 BOCC Meeting

The following item has been executed and added to the record:

C17/H2 Agreement between Monroe County and ESO Solutions, Inc. for EMS Enterprise Software Solutions and Support, in the amount of $63,059.38 for the initial year, retroactive to October 1, 2024.

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

cc: County Attorney
Finance
File

AGREEMENT
between
MONROE COUNTY, FL
and
ESO SOLUTIONS, INC.
for
EMS Enterprise Software Solutions and Support

THIS AGREEMENT is made and entered into this 11th day of December, 2024, by and by and between Monroe County, a political subdivision of the State of Florida, through its Board of County Commissioners, with principal offices located at 1100 Simonton Street, Key West, FL 33040 (the "County"), the Board of Governors of the Fire and Ambulance District 1 of Monroe County, Florida, a municipal services taxing unit established under Florida law and codified in Section 22-129, Monroe County Code of Ordinances, with a principal address being the same as the County ("BOG"), and ESO Solutions, Inc., a Texas corporation with principal offices located at 11500 Alterra Pkwy, Ste. 100, Austin, TX 78758 (the "Contractor") to provide EMS enterprise software solutions and support as more specifically described in the "Contracted Services and Licensed Software/Subscription Schedule" attached as "Exhibit D."

Now therefore, in exchange for good and sufficient consideration, the parties hereby agree to the following terms and conditions:

1) **The Contract Documents.** This Agreement supersedes and replaces, in all respects, all prior agreements including, but not limited to, the electronically signed agreement in April 2020 and the First Amendment thereto signed in November 2023. This Agreement is the current and effectual understanding of the parties, and the contract documents consist of: this Agreement, the "ESO Subscription Agreement" attached as "Exhibit A," the "Support Services" attached as "Exhibit B," the "HIPAA Business Associate Agreement" attached as "Exhibit C," and "Contracted Services and Licensed Software Schedule" attached as "Exhibit D." All exhibits referenced herein are incorporated by reference. In the event of a conflict between the aforementioned documents, this Agreement will control, then "Exhibit D," then "Exhibit C," and then "Exhibit B," and then "Exhibit A," in that order.

2) **The Work/Services.** The Contractor must perform all work and provide all services to the County required by this Agreement, and as set forth below:
   a) County agrees to purchase and Contractor agrees to furnish all software and services as indicated in "Exhibit D."
   b) Contractor must comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. Contractor shall maintain throughout the term of this Agreement, appropriate licenses.

3) **Contract Amount.** Contractor will perform contract requirements with pricing as listed in "Exhibit D" and invoicing via Contractor order(s) are allowable hereunder so long as they are acceptable to the Monroe County Office of Clerk and Comptroller (County Clerk). Acceptability to the County Clerk is based upon generally accepted accounting principles and such laws, rules and regulations as may govern the disbursal of funds by the County Clerk. To the extent that any renewal hereof exceeds the total value of $100,000, prior written approval of the Board of County Commissioners shall be obtained. As used herein, the total value of renewal(s) is calculated by adding the value of each renewal or amendment

after the Board of County Commissioners' most recent approval. County is exempt from payment of Florida State Sales and Use taxes.

4) **Agreement Subject to Funding.** The County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners. In the event that the County funds on which this Agreement is dependent are withdrawn, this Agreement is terminated, and the County has no further obligation under the terms of this Agreement to the Contractor beyond that already incurred by the termination date.

5) **Contract Term.** The initial contract period is for two (2) years commencing on October 1, 2024 (retroactively effective), with the option to renew for two (2), mutually agreed upon, two (2)-year extensions (renewals). An extension or renewal may be accomplished by written consent of all parties subject to Section 3, "Contract Amount," herein. Annual invoices must be consistent with the pricing provided herein, and in accordance with any annual increase expressly authorized in the exhibits. All renewals are subject to the same terms and conditions as provided herein. Additional services and products above and beyond what is authorized in the exhibits may only be purchased through a duly executed amendment to this Agreement.

6) **Contract Extension Beyond the Term.** In the event services are scheduled to end because of the expiration of this contract, and the Contractor must continue the service upon the request of the County's Contract Administrator on an emergency or continuity of services basis, an administrative extension period may be exercised and will not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor will be compensated for the service at the prorated rate(s) in effect when the County invokes this extension clause.

7) **Independent Contractor.** This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the County's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement will be those of Contractor, which policies of Contractor will not conflict with County, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the County, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement must not be construed as creating any joint employment relationship between the Contractor and the County and the County will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8) **Assignment and Subcontracting.** Contractor and County must not transfer or assign the performance required by this Agreement without the prior written consent of the other party.

9) **Termination**

a) Termination for Cause and Remedies: In the event that Contractor is found to be negligent in any aspect of service or Contractor is in breach of any contract terms, the County retains the right to terminate this Agreement. The County reserves all rights available to it for monies paid under this Agreement, without limitation thereby, and reserves the right to sue for breach of contract and including the right to pursue a claim for violation of the County's False Claims Ordinance, located at Section 2-721 et al. of the Monroe County Code.

b) Termination for Convenience: The County may terminate this Agreement for convenience, at any time, upon ninety (90) days' written notice to Contractor provided that in no event shall Contractor provide County a refund for pre-paid Fees in the event of a Termination under this section.

10) **Insurance Requirements.** Contractor shall obtain and maintain at its own expense the insurance coverages listed within this paragraph prior to commencing service under this Agreement, and maintain such coverage throughout the term of the Agreement. All insurance requirements provided for in this Agreement shall be subject to annual review. Depending on the extent of contractual obligations incurred by the Contractor, the below insurances will be required. Insurances can be altered via written waiver by County's Risk Manager, if required. If the insurance policies originally purchased that meet the requirements are canceled, terminated, or reduced in coverage, then the Contractor must immediately substitute complying policies so that no gap in coverage occurs. Copies of current policy certificates shall be filed with the Monroe County Risk Department whenever acquired, amended, and annually during the term of this Agreement. Prior to execution of this Agreement, Contractor shall furnish the County Certificates of Insurance indicating the minimum coverage limitations in the following amounts:

a) **WORKERS COMPENSATION AND EMPLOYER'S LIABILTIY INSURANCE.** Where applicable, coverage to apply for all employees at the minimum statutory limits as required by Florida Law, and Employee's Liability coverage in the amount of $1,000,000.00 bodily injury by accident, $1,000,000.00 bodily injury by disease, policy limits, and $1,000,000.00 bodily injury by disease, each employee.

b) **COMPREHENSIVE AUTOMOBILE VEHICLE LIABILITY INSURANCE.** Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than *$1,000,000.00* per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. If single limits are provided, the minimum acceptable limits are *$500,000.00* per person, *$1,000,000.00* per occurrence, and *$100,000.00* property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

c) **COMMERCIAL GENERAL LIABILITY.** Commercial general liability coverage with limits of liability of not less than *$1,000,000.00* per occurrence combined single limit, and not less than *$2,000,000.00* in the aggregate, for Bodily Injury Liability and Property Damage Liability. Such coverage must include, as a minimum: Premises Operations, Products and Completed Operations, Blanket Contractual Liability, and Personal Injury Liability. An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the termination of this agreement.

d) [redacted]



e) **CERTIFICATES OF INSURANCE**. Original Certificates of Insurance shall be provided to the County at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the County before any policy or coverage is canceled or restricted. The underwriter of such insurance shall be qualified to do business in the State of Florida. If requested by the County Administrator, the insurance coverage shall be primary insurance with respect to the County, its officials, employees, agents, and volunteers. Failure of Contractor to comply with the insurance requirements of this section shall be cause for immediate termination of this Agreement.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, 1100 SIMONTON STREET, KEY WEST, FLORIDA 33040, MUST BE NAMED AS ADDITIONAL INSURED AND CERTIFICATE HOLDER ON ALL POLICIES EXCEPT WORKER'S COMPENSATION. In the event that the Contractor is authorized by County to assign work hereunder to subcontractors, the Contractor specifically agrees to identify the County as an additional insured on all insurance policies pursuant to said subcontract(s) as same are required by the County here.

11) Indemnification & Hold Harmless

a) This section shall be governed by Section 11 of "Exhibit A."

b) Nothing contained herein is intended, nor may it be construed, to waive County's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the County, any sums due Contractor under this Agreement may be retained by the County until all of the County's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the County. Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this Agreement, this section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

12) Data Management; Data Security Standards. Contractor must agree to comply with the County's written demands regarding reasonable cooperation (and any applicable financial responsibilities) for timely data breach incident reporting, response activities/fact-gathering, public and other governmental agency notification requirements, severity level assessment, and after-action reporting, consistent with Sections 282.3185(5) & (6), and 501.171, Fla. Stats., as amended from time to time. And specifically in the context of data

breaches that involve Protected Health Information pursuant to Health Insurance Portability and Accountability Act (HIPAA), Contractor must comply with all requirements of the Health Information Technology for Economic and Clinical Health Act (HITECH); Section 105 of Title I of the Genetic Information Nondiscrimination Act of 2008 (GINA); and 45 C.F.R. Parts 160, 162 and 164 and Final Omnibus Rule eff. March 26, 2013).

13) **Trade Secrets.** Documents submitted by Contractor which constitute trade secrets as defined in Sections 812.081 and 688.002, Florida Statutes, as amended from time to time, and which are clearly marked or stamped as confidential by the Contractor at the time of submission to the County, will not be subject to public access. However, should a requestor of public records challenge Contractor's interpretation of the term "trade secrets" within five (5) calendar days of notice of such challenge, Contractor must provide a separate written affidavit that includes an indemnification and release guarantee, as approved by the County Attorney or designee, to the County to support its claim that the alleged trade secret(s) actually constitutes same as defined by law. Contractor must demonstrate the need for confidentiality of the documentation by showing a business advantage or an opportunity to obtain an advantage if the documentation was released. Otherwise, Contractor is required to timely seek a protective order in the Circuit Court of the Sixteenth Judicial Circuit in and for Monroe County to prevent the County's release of the requested records.

14) **Discriminatory Vendor List.** Contractor hereby acknowledges its continuous duty to disclose to the County if the Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a),Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

15) **Prohibition on Conflict of Interest, Gratuities, Kickbacks, and Collusion**. The statements contained in this paragraph are true and correct, and made with the full knowledge that Monroe County relies upon the truth of the statements contained herein in awarding the contract for this Project.

a) **Conflict of Interest.** Contractor covenants that it presently has no interest and will not acquire any interest that would conflict in any manner or degree with the performance of services required. Each party hereto covenants that there is no conflict of interest or any other prohibited relationship between the County and itself.

b) **Gratuities.** Contractor hereby certifies that it has not offered, given, or agreed to give any Monroe County employee a gratuity, favor, or anything of monetary value in connection with any decision, approval, disapproval, recommendation, preparation of any part of the Project or award of this contract.

c) **Kickbacks.** Contractor certifies that it has not given payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a contract to Contractor or higher tier sub-contractor or any person associated therewith, as an inducement of the award of a subcontract or order.

d) **Non-Collusion Statement.** By signing this Agreement, Contractor certifies under penalty of perjury that the price proposed by Contractor was arrived at independently

without collusion, consultation, or communication for the purpose of restricting competition; and no attempt has been made to induce another person or entity to submit a proposal, or not submit, for the purpose of restricting competition in the award of this Project.

e) **Contract Clause.** The prohibitions on conflict of interest, gratuities, kickbacks, and collusion prescribed in this paragraph must be conspicuously set forth in every contract and subcontract and solicitation initiated by Contractor in its performance of this Agreement.

16) **Ethics Clause pursuant to Monroe County Ordinance No. 010-1990.** By signing this Agreement, the Contractor warrants that he/she/it has not employed, retained or otherwise had act on his/her/its behalf any former County officer or employee in violation of Section 2-149, Monroe County Code of Ordinances, or any County officer or employee in violation of Section 2-150, Monroe County Code of Ordinances. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee pursuant to Subsection 2-152(b), Monroe County Code of Ordinances.

17) **Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.** Throughout the term of this Agreement, the Contractor has a continuing duty to promptly disclose to the County, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings relating to or affecting Contractor's ability to perform under this Agreement. If the existence of such causes the County concern that the Contractor's ability or willingness to perform the Agreement is jeopardized, the Contractor may be required to provide the County with reasonable assurances to demonstrate its ability to perform as required hereunder, and that its employees/agents have not or will not engage in conduct similar in nature to the conduct alleged in such proceeding.

18) **Notice.** All written correspondence to the County shall be dated and signed by an authorized representative of the Contractor. Any written notices or correspondence required or contemplated under this Agreement shall be sent by U.S. Mail, certified, return receipt requested, postage pre-paid, or by courier with proof of delivery. Notice is deemed received by Contractor when hand delivered by national courier with proof of delivery or by U.S. Mail upon verified receipt or upon the date of refusal or non-acceptance of delivery. Notice shall be sent to the following persons:

FOR COUNTY:	FOR CONTRACTOR:
County Administrator	Contracts Department
Monroe County	2803 Manor Road,
1100 Simonton Street, Room 2-205	Austin, Texas 78722
1100 Simonton Street, Room 2-205	Email: contracts@eso.com
Key West, FL 33040	

And (with copy to)
Monroe County Attorney's Office
1111 12th Street, Suite 408
Key West, FL 33040

19) **Choice of Law and Venue.** The parties hereby agree that the only laws that apply to this Agreement are those of the State of Florida and United States of America. The parties

waive the privilege of venue and agree that all litigation between them in the state courts will take place exclusively in the Sixteenth Judicial Circuit in and for Monroe County, Florida, and that all litigation between them in the federal courts will take place exclusively in the United States District Court in and for the Southern District of Florida, or United States Bankruptcy Court for the Southern District of Florida, whenever applicable.

20) **WAIVER OF JURY TRIAL & MANDATORY PRE-SUIT MEDIATION**
BY ENTERING INTO THIS CONTRACT, EACH OF CONTRACTOR AND THE COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EACH MAY HAVE TO A TRIAL BY JURY RELATED TO THIS CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS CONTRACT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL WILL BE LIABLE FOR THE REASONABLE ATTORNEY'S FEES AND COSTS OF THE OTHER PARTY CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS MUST BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION. THE COUNTY AND CONTRACTOR AGREE THAT, IN THE EVENT OF CONFLICTING INTERPRETATIONS OF THE TERMS OR A TERM OF THIS AGREEMENT BY OR BETWEEN ANY OF THEM THE ISSUE SHALL BE SUBMITTED TO MEDIATION PRIOR TO THE INSTITUTION OF ANY OTHER ADMINISTRATIVE OR LEGAL PROCEEDING. MEDIATION PROCEEDINGS INITIATED AND CONDUCTED PURSUANT TO THIS AGREEMENT SHALL BE IN ACCORDANCE WITH THE FLORIDA RULES OF CIVIL PROCEDURE AND USUAL AND CUSTOMARY PROCEDURES REQUIRED BY THE CIRCUIT COURT OF MONROE COUNTY.

21) **Attorney's Fees and Costs.** County and Contractor agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, at all levels of the court system, including in appellate proceedings.

22) **Public Records.** County is a public agency subject to Chapter 119, Florida Statutes, as amended from time to time. To the extent Contractor is a Contractor acting on behalf of the County pursuant to Section 119.0701, Florida Statutes, as amended from time to time, Contractor must comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, Contractor agrees to:

a) Keep and maintain all records that ordinarily and necessarily would be required by the County in order to perform the services.

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

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

d) Upon completion of the services within this Agreement, at no cost, either transfer to the County all public records in possession of the Contractor or keep and

maintain public records required by the County to perform the services. If the Contractor transfers all public records to the County upon completion of the services, the Contractor must destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the services, the Contractor must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT PHONE NO. 305-292-3470, PUBLICRECORDS@MONROECOUNTY-FL.GOV, C/O MONROE COUNTY ATTORNEY'S OFFICE, 1111 12TH STREET, SUITE 408, KEY WEST, FL 33040.

If Contractor does not comply with this section, the County will enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

23) **Uncontrollable Circumstances ("Force Majeure")**
As used herein, "Force Majeure" means the occurrence of any event that prevents or delays the performance by either party of its obligations hereunder which are beyond the reasonable control of the non-performing party. Examples of "Force Majeure" include, but are not limited to, acts of God, natural disasters, or emergency governmental action. To invoke this paragraph, immediate written notice, consistent with the "Notice" provisions of this Agreement, must be sent by the non-performing party describing the circumstances constituting force majeure and proof that the non-performance or delay of performance is a direct and reasonable result of such event(s). Any claim for extension of time by Contractor pursuant to this paragraph will be made not more than Seventy-two (72) hours after the commencement of the delay. Otherwise, it shall be waived. The Contractor shall immediately report the termination of the cause for the delay within seventy-two (72) hours after such termination. The County reserves its right to challenge the invocation by the Contractor within five (5) calendar days of receipt of said notice, in such case uninterrupted performance in required. However, in the event the invocation is accepted by the County, the Contractor must take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the Contractor's performance requirements under this Agreement. All obligations must resume when the circumstances of such event(s) have subsided, or other arrangements are made pursuant to a written amendment to this Agreement.

24) **Public Entity Crimes Statement.** Pursuant to Section 287.133(2)(a), Florida Statutes, as amended from time to time, Contractor hereby certifies that neither it nor its affiliate(s) have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, Contractor agrees: to immediately notify the County and is prohibited from providing any goods or services to a public entity; it may not submit a bid on a contract with a public entity for the construction or repair of a public building or public

work; it may not submit bids on leases of real property to a public entity; it may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, it may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category TWO ($35,000), as may be amended, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

25) **Foreign Gifts and Contracts.** The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 286.101(7)(b), Florida Statutes: "In addition to any fine assessed under [§ 286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission [Governor and Cabinet per §14.202, Florida Statutes] for good cause."

26) **Scrutinized Companies and Countries of Concern per Sections 287.135, 215.473, & 287.138, Florida Statutes.** Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (formerly the Iran Petroleum Energy Sector List); and c) has not been engaged in business operations in Cuba or Syria. If County determines that Contractor has falsely certified facts under this paragraph, or if Contractor is found to have been placed on a list created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in a boycott of Israel after the execution of this Agreement, County will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The County reserves all rights to waive certain requirements of this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. Beginning January 1, 2024, the County must not enter into a contract that grants access to an individual's personal identifying information to any Foreign Country of Concern such as: People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, unless the Contractor provides the County with an affidavit signed by an authorized representative of the Contractor, under penalty of perjury, attesting that the Contractor does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. Beginning January 1, 2025, the County must not extend or renew any contract that grants access to an individual's personal identifying information unless the Contractor provides the County with an affidavit signed by an authorized representative of the Contractor, under penalty of perjury, attesting that the Contractor does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

ESO Solutions, Inc. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the

facts stated in it are true.

Printed Name: Eric Beek

Title: CEO

Signature: [signature] Date: 2/1/24

27) **Noncoercive Conduct for Labor or Services.** As a nongovernmental entity submitting a proposal, executing, renewing, or extending a contract with a government entity, Contractor is required to provide an affidavit under penalty of perjury attesting that Contractor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes. As an authorized representative of Contractor, I certify under penalties of perjury that Contractor does not use coercion for labor or services as prohibited by Section 787.06. Additionally, Contractor has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

28) **Nondiscrimination.** The Contractor and County agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. Contractor agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination in employment on the basis of race, color, religion, sex or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of disability; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) The Pregnant Workers Fairness Act (PWFA) pursuant to 42 U.S.C. 2000gg et seq.; and 12) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

29) **E-Verify Requirements.** Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and

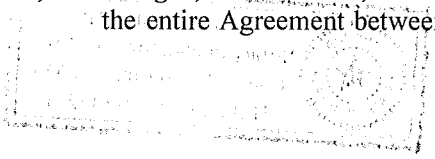
b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the County. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the County.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended, and Contractor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to County incurred as a result of the termination of this Agreement in accordance with this Section. Upon executing this Agreement, Contractor will provide proof of enrollment in E-verify to the County.

30) **Prohibited Telecommunications Equipment.** Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. By executing this Agreement, Contractor represents and certifies that Contractor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the County for the entire duration of this Agreement. If Contractor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Contractor must promptly report the information in 40 CFR § 52.204-25(d)(2) to County.

31) **Antitrust Violations; Denial or Revocation under Section 287.137, Florida Statutes.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the County consistent with Section 287.137, Florida Statutes, as amended.

32) **Merger; Amendment; Interpretation; Joint Preparation.** This Agreement constitutes the entire Agreement between the Contractor and the County, and negotiations and oral



understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and authorized designees of the County. The titles and headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and accordingly the rule that a contract will be interpreted strictly against the party preparing same does not apply herein due to the joint contributions of both parties.

33) **Severability; Waiver of Provisions.** Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party will not constitute a waiver of that provision nor will it affect the enforceability of that provision or of the remainder of this Agreement.

34) **Signatory Authority; Counterparts and Multiple Originals.** Upon request, the Contractor must provide the County with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is hereby deemed to be an original, but all of which, taken together, constitutes one and the same agreement.

IN WITNESS WHEREOF, County and BOG, signing through their respective authorized representatives, and Contractor, through its authorized representative, have made formed this Agreement that is retroactive to October 1, 2024.

CONTRACTOR: ESO SOLUTIONS, INC.

By: _____
Signature

Eric Beck / CEO
Print Name & Title

STATE OF Texas

COUNTY OF Travis

The foregoing instrument was sworn to/affirmed and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day of December, 2024, by Eric Beck, as CEO [Authority Title] of ESO Solutions, Inc., a Texas corporation. He/She is personally known to me/or has produced N/A (type of identification) as identification. — personally known

_____
Signature of Notary Public

Sadie Robbins
(Print & Stamp Commissioned Name of Notary Public)

SADIE ROBBINS
Notary Public, State of Texas
Comm. Expires 09-22-2026
Notary ID 12462322-0

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

By: James K. Scholl
Mayor James K. Scholl

BOARD OF GOVERNORS, FIRE AND AMBULANCE DISTRICT 1, MONROE COUNTY, FLORIDA:

By: _____
Chairperson

(Seal)

Attest: Kevin Madok, Clerk

_____
As Deputy Clerk

Approved as to legal form & sufficiency:

Eve M. Lewis Digitally signed by Eve M. Lewis Date: 2024.12.09 17:09:09 -05'00'

Eve M. Lewis, Assistant County Attorney

FILED FOR RECORD
2025 JAN -3 AM 11:53
CLK. CIR. CT.
MONROE COUNTY, FLA.

"EXHIBIT A"

ESO SUBSCRIPTION AGREEMENT

This ESO Subscription Agreement is entered into as of the date indicated on the duly executed Master Agreement (***"Effective Date"***), by and between ESO Solutions, Inc., a Texas corporation having its principal place of business at 11500 Alterra Parkway, Suite 100 Austin, TX 78758, including its controlled subsidiaries, (collectively, ***"ESO"***) and ***Customer*** (or the governing or controlling authority thereof), as indicated on the Quote or other ordering document. . The Master Agreement consists of this "Exhibit A" (the "***General Terms & Conditions***") below, "Exhibit B" ("Support Services"), "Exhibit C" (the "Business Associate Agreement"), and "Exhibit D" (the "Contracted Services and Licensed Software/Subscription Schedule" that summarizes existing Orders (as defined below)) executed by the parties.

The parties have agreed that ESO will provide Customer certain technology products and/or services and that Customer will pay ESO certain fees. Therefore, in consideration of the covenants, agreements and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows.

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS.** Capitalized terms not otherwise defined in this Agreement have the meanings below:

"Add-On Software" means any complementary software components or reporting service(s) that ESO makes available to customer through its Software.

"Customer Data" means information, data and other content in electronic form that is submitted, posted, or otherwise transmitted by or on behalf of Customer through the Software.

"De-identified Data" means Customer Data which (i) if PHI, has been deidentified in accordance with HIPAA, or (ii) if not PHI, which has had all personally identifiable information removed, as well as the names and addresses of Customer and any of its Users and/or Customer's clients, and in each case as a consequence is neither PHI nor identifiable to or by Customer.

"Deliverable" means software, report, or other work product created pursuant to a Statement of Work.

"Documentation" means the Software's user guides and operating manuals.

"Feedback" refers to any suggestion or idea for improving or otherwise modifying ESO's products or services.

"Integrated Service" means a third-party hardware, software, service, website, or data that is integrated with (or interoperates) with a Service. Nonexclusive examples of Integrated Services include computer-aided dispatch (CAD), cardiac monitors and billing software.

"Intellectual Property" means trade secrets, copyrightable subject matter, patents and patent applications, and other proprietary information, activities, and any ideas, concepts, innovations, inventions and designs.

"Licensed Software" means the executable, object code version of software that ESO provides to Customer for its use and installation on Customer's own equipment. For the avoidance of doubt, Licensed Software does not include Add-on Software or SaaS.

"New Version" means any new version of Licensed Software (excluding SaaS Software) that ESO may from time to time introduce and market generally as a distinct licensed product, as may be indicated by ESO's designation of a new version number, brand or product.

"Order" means a document addressing the order of a specific set of products or services which is executed by authorized representatives of each party. An Order may be (a) an ESO sales form or "Quote", (b) a Statement of Work, or (c) an addendum or other writing which is attached or which the parties intend to be incorporated by reference into this Agreement. For the avoidance of doubt, unilateral purchase orders and other similar documents do not constitute an Ordering Document.

"Outage" means Customer is unable to access SaaS, or such access is materially delayed, impaired or disrupted, in each case as caused or controlled by ESO.

"Professional Services" means professional services provided by ESO under a Statement of Work.

"Protected Health Information" or ***"PHI"*** has the meaning set forth in HIPAA. All references herein to PHI shall be construed to include electronic PHI, or ePHI, as that term is defined by HIPAA.

"Reporting Services" means, collectively, the different tools or features in the Software allowing Customer to generate compilations of data, including but not limited to ad-hoc reports, analytics, benchmarking or any other reporting tool provided through the Software.

"SaaS" means software-as-a-service that ESO hosts (directly or indirectly) for Customer's use on a periodic subscription basis. For the avoidance of doubt, SaaS does not include Licensed Software.

"Scheduled Downtime" means periods when ESO intentionally interrupts SaaS to perform system maintenance or otherwise correct service errors during non-peak hours (except for critical circumstances), typically between midnight and 6 a.m. Central Time on a fortnightly basis.

"Software" means any ESO computer program, programming or modules specified in the Agreement or any Order. For the avoidance of doubt, Add-on Software, SaaS, and Licensed Software are collectively referred to as Software.

"Support Services" means those services described in Exhibit B.

"Third-Party Data" means data not owned by ESO but which is (or access to which is) provided by ESO under an Order (such as fire codes or AAAM AIS codes).

"Third-Party Service" means a service not provided by ESO but which is made available by ESO in connection with its Software under an Order.

"Third-Party Software" means software not owned by ESO but which is (or access to which is) provided by ESO under an or Order.

"Use Restrictions" means the restrictions imposed on Customer's use of Software as described in Section 3.3.

"User" means any individual who uses the Software on Customer's behalf through Customer's account or passwords.

2. **SOFTWARE ORDERS.** During the Term, Customer may order Software from ESO by signing an appropriate Order. Customer's license to Licensed Software and its subscription to SaaS are set forth below. Each such Order is incorporated herein by reference.

3. **LICENSE/SUBSCRIPTION TO SOFTWARE**

3.1. Grant of Subscription: SaaS. For SaaS, during the Term Customer may access and use the SaaS and Reporting Services, with the access and volume limitations set forth on the applicable Order, subject to Customer's compliance with the Use Restrictions and other limitations contained in this Agreement.

3.2. Grant of License: Licensed Software. For Licensed Software, during the Term ESO hereby grants Customer a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable license to copy and use the Licensed Software, in such quantities as are set forth on the applicable Order and as necessary for Customer's internal business purposes, in each case subject to Customer's compliance with the Use Restrictions and other limitations and obligations contained in this Agreement.

3.3. Use Restrictions. Except as provided in this Agreement or as otherwise authorized by ESO, Customer has no right to, and shall not: (a) decompile, reverse engineer, disassemble, print, copy or display the Software or otherwise reduce the Software to a human-perceivable form in whole or in part; (b) publish, release, rent, lease, loan, sell, distribute or transfer the Software to another person or entity; (c) reproduce the Software for the use or benefit of anyone other than Customer; (d) alter, modify or create derivative works based upon the Software either in whole or in part; or (e) use or permit the use of the Software for commercial time-sharing arrangements or providing service bureau, data processing, rental, or other services to any third party (including any affiliate not specifically listed in the applicable Order).

3.4. Ownership. The rights granted under the provisions of this Agreement do not constitute a sale of the Software. ESO retains all right, title, and interest in and to the Software, including without limitation all software used to provide the Software and all graphics, user interfaces, logos and trademarks reproduced through the Software, and Feedback, except to the limited extent set forth in this Agreement. This Agreement does not grant Customer any intellectual property rights in the Software or any of its components, except to the limited extent that this Agreement specifically sets forth Customer's rights to access, use, or copy the Software during the Term. Customer acknowledges that the Software and its components are protected by copyright and other laws.

3.5. Third-Party Software and Services. This Section 3.5 applies to Third-Party Software and Services offered by ESO. Refer to the product table following the Agreement for applicability.

3.5.1. ESO neither accepts liability for, nor warrants the functionality, utility, availability, reliability or accuracy of, Third-Party Software or Third-Party Services. The Third-Party Software "EMS1 Academy" and/or "FireRescue1 Academy" and/or "EMS1 & FireRescue1 Academy – Implementation and Configuration" and/or "Learning Management System" and/or "EVALS Implementation" (collectively, "**Education**") is offered by ESO in collaboration with Lexipol, f/k/a The Praetorian Group. If Customer subscribes to Education, Customer acknowledges and agrees to the terms and conditions of the Praetorian license agreement, located at https://www.lexipol.com/terms-and-conditions/, which shall supersede this Agreement as it applies to Customer's use of Education and any Customer Data stored therein.

3.5.2. Third-Party Data. If Customer (as indicated on an Order) elects to license Third-Party Data (*e.g.*, fire codes), then subject to the terms hereof, ESO hereby grants Customer a non-exclusive, non-sublicensable, and non-transferable license during the Term to use such Third-Party Data via the Software solely for Customer's internal purposes. Customer will not (i) allow greater access than that set forth in the applicable Order, (ii) disclose, release, distribute, or deliver Third-Party Data, or any

portion thereof, to any third party (iii) copy, modify, or create derivative works of Third-Party Data, (iv) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available Third-Party Data, (v) attempt to output in any form more than 10% of the Third-Party Data or otherwise circumvent the usage limitations included in the Software, (vi) remove any proprietary notices included within Third-Party Data or Software, or (vii) use Third-Party Data in any manner or for any purpose that infringes or otherwise violates any proprietary right of a person, or that violates applicable law. ESO does not warrant the functionality, reliability, accuracy, completeness or utility of, Third-Party Data, or accept any liability therefor. Additional terms and limitations applicable to Third-Party Data may be provided on the applicable Order.

3.6. Integrated Services. Customer is responsible for securing the right for ESO to receive, transmit, process, display, and store all data ("Integrated Data") from and to any Integrated Service to the extent required for ESO to perform its obligations and exercise its rights under this Agreement. ESO's obligation to support Integrated Services is contingent upon Customer securing such rights. Customer's failure to secure such rights does not terminate or suspend Customer's obligation to pay Fees. Customer bears (and shall hold ESO harmless from) all risks associated with access to and use of Integrated Services and Integrated Data. Any Integrated Data made accessible by ESO in or through the Integrated Service is provided on an "as-is" and "as available" basis without any warranty of any kind. Customer acknowledges that ESO is not responsible for and under no obligation to control, monitor or correct Integrated Data; provided, however, ESO reserves the right to take remedial action if any such data violates applicable law or this Agreement, including without limitation and after prompt notice to Customer, the removal of, or disablement of access to, such data and the Integrated Service. Customer acknowledges that ESO's ability to deliver each Service is contingent upon Customer or User's compliance with this Agreement and any applicable third party's terms of use. Accordingly, if ESO's performance under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, or third party vendors (other than ESO) ("Customer Delay"), ESO shall not be deemed in breach of its obligations under this Agreement or otherwise be liable for any costs or losses of Customer (in each case, to the extent arising directly or indirectly from Customer Delay).

3.7. Third Party APIs. Customer acknowledges that: (i) the nature, type, quality and availability of Integrated Data and Integrated Services may change at any time during the Term, and (ii) features of the Integrated Service that integrate or interoperate with third parties and Integrated Data depend on the continuing availability of such third parties' respective application programming interfaces ("APIs") for use with the Integrated Service. ESO may update, change or modify the Integrated Services under this Agreement because of a change in, or unavailability of, such Integrated Data or APIs. If any third-party ceases to make its Integrated Data or APIs available on reasonable terms for the Integrated Services, as determined by ESO in its sole discretion, ESO may cease providing access to or support for the affected Integrated Data or Integrated Service without any liability to Customer, provided that prompt notice to Customer is given and existing public records are preserved by ESO. Any changes to Integrated Data or APIs, including their availability or unavailability, during the Term does not affect Customer's obligations under this Agreement or the applicable Order, and Customer will not be entitled to any reduction in fees, refund, credit or other compensation due to any such changes.

4. HOSTING, SLA & SUPPORT SERVICES

4.1. Hosting & Management. Customer shall be responsible for hosting and managing any Licensed Software on systems meeting the requirements specified by ESO. ESO shall be responsible for hosting and managing any SaaS.

4.2. Service Level Agreement. If an Outage, excluding Scheduled Downtime (as defined below), results in the service level uptime falling below 99% for any three-month period (the ***"Uptime Commitment"***), then Customer may immediately terminate this Agreement, in which case ESO will refund any prepaid, unearned Fees to Customer. This is Customer's sole remedy for ESO's breach of the Uptime Commitment.

4.3. Scheduled Downtime. ESO will endeavor to provide reasonable (72 hour) notice of Scheduled Downtime to Customer's Users. Notice of Scheduled Downtime may be provided from within the Software or via email. Scheduled Downtime shall never constitute a failure of performance or Outage by ESO. Notification timelines and the frequency of Scheduled Downtime are subject to the emergence of security concerns outside of ESO's control.

4.4. Support and Updates. During the Term, ESO shall provide to Customer the Support Services, in accordance with Exhibit B, which is incorporated herein by reference. ESO may update and revise its Software, providing reasonable notice in the case of any material diminishment.

5. FEES

5.1. Fees. In consideration of the rights granted hereunder, Customer agrees to pay ESO the fees for the Software and Professional Services as set forth in the Order(s)) (collectively, ***"Fees"***). The Fees are non-cancelable and non-refundable, except as expressly provided herein. Customer (or Third-Party Payer, if applicable) shall pay all undisputed invoices within 30 days of receipt.

5.2. Third-Party Payer. If Customer desires to use a third-party to pay some or all of the Fees on behalf of Customer (a ***"Third-Party Payer"***), then (i) each applicable Order will identify such arrangement, (ii) the Third-Party Payer will enter into a written

agreement with ESO regarding such arrangement, (iii) Customer may replace the Third-Party Payer by written notice to ESO (provided that no such change shall be made until the then-current Term's renewal), (iv) references within this Section 5 to Customer's responsibility for Fees shall be understood to refer to the Third-Party Payer when applicable, and (v) Customer shall remain responsible for payment if the Third-Party Payer does not pay the Fees.

5.3. Uplift on Renewal. Fees for Software, which recur annually, shall increase by the percentage assigned to each product provided in "Exhibit D" each year this Agreement is in effect.

5.4. Taxes and Fees. The Fees are exclusive of all taxes and credit card processing fees, if applicable. Unless and until Customer provides ESO a tax exemption certificate, Customer will be responsible for and will remit (or will promptly reimburse ESO for) all taxes of any kind, including sales, use, duty, customs, withholding, property, value-added, and other similar federal, state or local taxes (other than taxes based on ESO's income) related to this Agreement.

5.5. Appropriation of Funds. If Customer is a city, county or other government entity, Customer may terminate the Agreement at the end of the Customer's fiscal term if Customer provides evidence that its governing body did not appropriate sufficient funds for the next fiscal year. Notwithstanding the foregoing, this provision shall not excuse Customer from past payment obligations or other Fees earned and unpaid.

5.6. Usage Monitoring. Customer is solely responsible for its own adherence to volume and use limitations indicated on the applicable Order. ESO may monitor Customer's use of the Software, and if Customer's usage exceeds the level indicated in the applicable Order (an ***"Overage"***), Customer shall owe ESO the Fee corresponding to such usage level at a rate no higher than ESO's then-standard pricing for new customers at an equivalent usage level. ESO may invoice for Overages immediately, but only after prompt written notice to Customer and opportunity to cure.

6. TERM AND TERMINATION

6.1. Term. The term of this Agreement (the ***"Term"***) commences on the Effective Date and continues for a period of one year (or any longer period provided in an Order).

6.2. Termination for Cause. Either party may terminate this Agreement or any individual Order for the other party's uncured material breach by providing written notice. The breaching party shall have 30 days from receipt to cure such breach to the reasonable satisfaction of the non-breaching party.

6.3. Effect of Termination. If Customer terminates this Agreement or any Order as a result of ESO's material breach, then to the extent Customer prepaid any Fees, ESO shall refund to Customer those prepaid Fees on a pro-rata basis from the date Customer actually ceases use of the Software. Upon termination of this Agreement or any Order, Customer shall cease all use of the Software and delete, destroy or return all copies of the Documentation and Licensed Software in its possession or control, except as required by law. Customer shall remain obligated to pay appropriate Fees at ESO's then-current rates if Customer continues to use or access Software after the termination or expiration of this Agreement. Termination of this Agreement is without prejudice to any other right or remedy and shall not release a party from any liability.

6.4. Delivery of Data. ESO will provide Customer its Customer Data in a searchable .pdf format upon request made within 60 days of the expiration or termination of this Agreement. Customer acknowledges that ESO has no obligation to retain Customer Data more than 60 days after expiration or termination of this Agreement.

7. REPRESENTATIONS AND WARRANTIES

7.1. Material Performance of Software. After it is fully implemented (and subject to Customer's adherence to Sections 3.3, 4.1 and 13.4), ESO warrants that the Software will reliably collect, transmit, store and/or permit access to data in compliance with applicable law and industry standards.

7.2. Due Authority. Each party's execution, delivery and performance of this Agreement and each agreement or instrument contemplated by this Agreement is duly authorized by all necessary corporate or government action.

7.3. Customer Cooperation. Customer agrees to use current operating systems and reasonably and timely cooperate with ESO, including providing ESO reasonable access to its equipment, software and data as necessary for the implementation and operation of the Software.

8. **DISCLAIMER OF WARRANTIES**. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, ESO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, TITLE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7, CUSTOMER ACCEPTS THE SOFTWARE "AS-IS" AND "AS AVAILABLE."

9. CONFIDENTIALITY

9.1. ***"Confidential Information"*** refers to the following items: (a) any document marked "Confidential"; (b) any information orally

designated as "Confidential" at the time of disclosure, provided the disclosing party confirms such designation in writing within five business days; (c) the Software and Documentation, whether or not designated confidential; (d) ESO's security controls, policies, procedures, audits, or other information concerning ESO's internal security posture; (e) any other nonpublic, sensitive information reasonably treated as trade secret or otherwise confidential; and (f) Customer Data which does comprise PHI . Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the other party's possession at the time of disclosure free of duty of non-disclosure; (ii) is independently developed without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the receiving party's improper action or inaction; (iv) is approved for release in writing by the disclosing party; (v) as to ESO, Customer's Feedback; or (vi) is PHI (*which shall be governed by the Business Associate Agreement rather than this Section*). Notwithstanding the above, confidential information may only be classified as such if it is determined "confidential and exempt" in accordance with relevant Florida Laws (including but not limited to Chapter 119, Fla. Stat.) and existing case law.

9.2. Nondisclosure. Each party shall use Confidential Information of the other party solely to fulfill the terms of this Agreement (the "***Purpose***"). Each party shall (a) ensure that its employees or contractors are bound by confidentiality obligations no less restrictive than those contained herein, and (b) not disclose Confidential Information to any other third party without prior written consent from the disclosing party. Without limiting the generality of the foregoing, the receiving party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. A receiving party shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it is aware.

9.3. Termination & Return. With respect to each item of Confidential Information, the obligations of nondisclosure will terminate three years after the date of disclosure; provided that, such obligations related to Confidential Information constituting ESO's trade secrets shall continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, a party shall return all copies of Confidential Information to the other or certify the destruction thereof.

9.4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto.

9.5. Open Records and Other Laws. Notwithstanding anything in this Section to the contrary, the parties expressly acknowledge that Confidential Information may be disclosed if such Confidential Information is required to be disclosed by law, a lawful public records request, or judicial order, provided that prior to such disclosure, written notice of such required disclosure shall be given promptly and without unreasonable delay by the receiving party in order to give the disclosing party the opportunity to object to the disclosure and/or to seek a protective order. The receiving party shall reasonably cooperate in this effort. In addition, Customer may disclose the contents of this Agreement solely for the purpose of completing its review and approval processes under its local rules, if applicable.

10. **INSURANCE.** Throughout the Term (and for a period of at least three years thereafter for any insurance written on a claims-made form) ESO shall maintain in effect the insurance coverage described below:

10.1. Commercial general liability insurance with a minimum of $1 million per occurrence and $1 million aggregate;

10.2. Commercial automobile liability insurance covering use of all non-owned and hired automobiles with a minimum limit of $1 million for bodily injury and property damage liability;

10.3. Worker's compensation insurance and employer's liability insurance or any alternative plan or coverage as permitted or required by applicable law, with a minimum employer's liability limit of $1 million each accident or disease; and

10.4. Computer processor/computer professional liability insurance (a/k/a technology errors and omissions) covering the liability for financial loss due to error, omission or negligence of ESO, and privacy and network security insurance ("cyber coverage") covering losses arising from a disclosure of confidential information (including PHI) with a combined aggregate amount of $1 million.

11. **INDEMNIFICATION**

11.1. IP Infringement. Subject to the limitations in Section 12, ESO shall defend and indemnify Customer from any damages, costs, liabilities, expenses (including reasonable attorney's fees) (***"Damages"***) actually incurred or finally adjudicated as to any third-party claim or action alleging that the Software delivered pursuant to this Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the applicable jurisdiction (each, an ***"Indemnified Claim"***). If Customer makes an Indemnified Claim under this Section or if ESO determines that an Indemnified Claim may occur, ESO may at its option: (a) obtain a right for Customer to continue using such Software; (b) modify such Software to make it a non-infringing equivalent or (c) replace such Software with a non-infringing equivalent. If (a), (b), or (c) above are not reasonably practicable, either party may, at its option, terminate the relevant Order, in which case ESO will refund any pre-paid Fees on a pro-rata basis for such Order. Notwithstanding the foregoing, ESO shall have no obligation hereunder for any claim resulting or arising from (x) Customer's breach of this Agreement; (y) modifications made to the Software not performed or provided by or on behalf of ESO or (z) the combination, operation or use by Customer (and/or

anyone acting on Customer's behalf) of the Software in connection with any other product or service (the combination or joint use of which causes the alleged infringement). This Section 11 states ESO's sole obligation and liability, and Customer's sole remedy, for potential or actual intellectual property infringement by the Software.

11.2. Indemnification Procedures. Upon becoming aware of any matter which is subject to the provisions of Sections 11.1 (a "Claim"), Customer must give prompt written notice of such Claim to ESO, accompanied by copies of any written documentation regarding the Claim received by the Customer. ESO shall compromise or defend, at its own expense and with its own counsel, any such Claim. Customer will have the right, at its option, to participate in the settlement or defense of any such Claim, with its own counsel and at its own expense; provided, however, that ESO will have the right to control such settlement or defense. ESO will not enter into any settlement that imposes any liability or obligation on Customer without the Customer's prior written consent. The parties will cooperate in any such settlement or defense and give each other full access to all relevant information, at ESO's expense.

12. LIMITATION OF LIABILITY

12.1. **LIMITATION OF DAMAGES**. NEITHER ESO NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR DAMAGES FOR LOST PROFITS, GOODWILL, USE OF MONEY, STOPPAGE OF WORK OR IMPAIRMENT OF OTHER ASSETS RELATING TO THIS AGREEMENT.

12.2. **SPECIFIC LIABILITY**. LIABILITY SHALL BE LIMITED AS FOLLOWS:

(a) ESO'S OBLIGATIONS UNDER SECTION 11 SHALL BE LIMITED TO $1,000,000.

(b) DAMAGES ARISING FROM A PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS (INCLUDING A BREACH OF OBLIGATIONS REGARDING PROTECTED HEALTH INFORMATION), SHALL BE LIMITED TO $1,000,000.

(c) DAMAGES ARISING FROM A PARTY'S WILLFUL MISCONDUCT OR CRIMINAL CONDUCT SHALL NOT BE LIMITED.

12.3. **GENERAL LIABILITY**. EXCEPT AS EXPRESSLY PROVIDED "SPECIFIC LIABILITY," ESO'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY (OR ON BEHALF OF) CUSTOMER WITHIN THE PRECEDING 12-MONTH PERIOD UNDER THE APPLICABLE ORDER OR EXHIBIT GIVING RISE TO THE CLAIM.

12.4. THE FOREGOING LIMITATIONS, EXCLUSIONS, DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION SHALL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION PERMITTED TO THE FULLEST EXTENT POSSIBLE UNDER SUCH LAW. THE PARTIES AGREE THAT THE LIMITATIONS SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR ESO'S SOFTWARE AND SERVICES TO CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSES OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

12.5. THIS SECTION 12 SHALL SURVIVE EXPIRATION OR TERMINATION OF THE AGREEMENT.

13. CUSTOMER DATA & PRIVACY

13.1. Ownership of Data. As between ESO and Customer, all Customer Data shall be owned by Customer.

13.2. Use of Customer Data. Unless it receives Customer's prior written consent, ESO shall not grant any third-party access to Customer Data, except (a) subcontractors that are subject to a reasonable nondisclosure agreement or (b) authorized participants in the case of Software designed to permit Customer to transmit Customer Data. ESO may only use and disclose Customer Data to fulfill its obligations under this Agreement or as required by applicable law or legal or governmental authority. ESO shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise contest such required disclosure, at Customer's expense.

13.3. De-identified Data. CUSTOMER ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANY OTHER PROVISION HEREIN, ESO MAY USE DE-IDENTIFIED DATA FOR INTERNAL AND EXTERNAL PURPOSES (INCLUDING BENCHMARKING AND RESEARCH), PROVIDED THAT ESO WILL NOT SELL DE-IDENTIFIED DATA TO THIRD PARTIES FOR COMMERCIAL USE. Without limiting the foregoing, ESO will own all right, title and interest in all Intellectual Property of any aggregated and de-identified reports, summaries, compilations, analysis, statistics or other information derived therefrom.

13.4. Internet Access. Customer is solely responsible for obtaining, maintaining, and securing its network connections, and acknowledges such connections are essential to the effective operation of the Software. ESO makes no representations to Customer regarding the reliability, performance or security of any network or service provider not provided or managed by ESO.

14. **WORK PRODUCT**

14.1. Work Product Ownership. In the event Customer hires ESO to perform Professional Services, ESO alone shall hold all right, title, and interest to all proprietary and intellectual property rights of the Deliverables (including, without limitation, patents, trade secrets, copyrights, and trademarks), as well as title to any copy of software made by or for Customer (if applicable). Customer hereby explicitly acknowledges and agrees that nothing in this Agreement or a separate Order gives the Customer any right, title, or interest to the intellectual property or proprietary know-how of the Deliverables.

15. **GOVERNMENT PROVISIONS**

15.1. Compliance with Laws. Both parties shall comply with and give all notices required by all applicable federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on use of the Software and the performance of this Agreement (provided that Customer shall be solely responsible for any such notice required to be given to its employees, agents or patients). Customer acknowledges and agrees that it must fully and accurately report discounts or other incentives under this Agreement on any cost reports or other applicable claims for payment submitted under any federal health care program, including but not limited to Medicare and Medicaid, as required by federal law.

15.2. Business Associate Agreement. The parties agree to the terms of the Business Associate Agreement attached as Exhibit C and incorporated herein by reference.

15.3. Equal Opportunity. The parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable (prohibiting discrimination on the basis of protected veteran status, disability, race, color, religion, sex, sexual orientation, gender identity or national origin).

15.4. Excluded Parties List. ESO agrees to report to Customer if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

16. **PHI ACCURACY & COMPLETENESS**

16.1. Customer Responsibilities. The Software allows Customer and its Users to enter, document, and disclose Customer Data, and as such, ESO gives no representations or guarantees about the accuracy or completeness of Customer Data (including PHI) entered, uploaded or disclosed through the Software. Customer is solely responsible for any decisions or actions taken involving patient care or patient care management, whether those decisions or actions were made or taken using information received through the Software.

16.2. HDE Customer Certifications. In the interest of furthering community health through the power of data, ESO encourages Customers subscribing to ESO's Health Data Exchange ("HDE") Software to empower joint healthcare providers by incorporating relevant, HIPAA-compliant data elements in Customer's outgoing patient care records delivered through HDE. ESO shall annually accredit qualifying customers with Gold, Silver, or Bronze level certifications in accordance with Exhibit C, and Customer may reference such certification in marketing materials.

17. **MISCELLANEOUS**

17.1. Independent Contractors. The parties are independent contractors. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that no ESO employee or contractor is or will be considered an employee of Customer.

17.2. Notices. Notices provided under this Agreement must be in writing and delivered by (a) certified mail, return receipt requested to a party's principal place of business as forth in the recitals on page 1 of this Agreement, (b) hand delivered, (c) facsimile with receipt of a "Transmission Confirmed" acknowledgment, (d) e-mail to a person designated in writing by the receiving party, or (e) delivery by a reputable overnight carrier service. In the case of delivery by facsimile or e-mail, the notice must be followed by a copy of the notice being delivered by a means provided in (a), (b) or (e). The notice will be deemed given on the day the notice is received.

17.3. Merger Clause. In entering into this Agreement, neither party is relying upon any representations or statements of the other that are not fully expressed in this Agreement; rather, each party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statement not expressly set forth in this Agreement. In the event the Customer issues a purchase order, letter or any other document addressing the Software or Services to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such writing is for the Customer's internal purposes only, and that any terms, provisions, and conditions contained therein shall in no way modify this Agreement.

17.4. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. If a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

17.5. Subcontracting. Except for Support Services, and training and implementation services related to the Software, neither party may

subcontract or delegate its obligations to each other hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this Agreement, without the other party's prior written consent.

17.6. Modifications and Amendments. This Agreement may not be amended except through a written agreement signed by authorized representatives of each party, provided that the Customer agrees that ESO may rely on informal writings (including emails) of Customer's authorized representatives to terminate Software products and services.

17.7. Force Majeure. No delay, failure, or default will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control (collectively, "Force Majeure"). In such event, however, the delayed party must promptly provide the other party notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the event last longer than 30 days, the other party may immediately terminate the applicable Order.

17.8. Marketing. If requested by ESO, Customer agrees to reasonably cooperate with ESO's preparation and issuance of a public announcement regarding the relationship of the parties.

17.9. Waiver & Breach. Neither party will be deemed to waive any rights under this Agreement except through an explicit written waiver made by an authorized representative. No waiver of a breach of this Agreement will constitute a waiver of any other breach hereof.

17.10. Survival of Terms. Unless otherwise stated, all of ESO's and Customer's respective obligations, representations and warranties under this Agreement which are not, by the expressed terms of this Agreement, fully to be performed while this Agreement is in effect shall survive the termination of this Agreement.

17.11. Ambiguous Terms. This Agreement will not be construed against any party by reason of its preparation.

17.12. Governing Law. This Agreement, any claim dispute or controversy hereunder (a ***"Dispute"***) will be governed by (i) the laws of the State of Florida and the United Stated of America, or (ii) if Customer is a city, county, municipality or other governmental entity, the law of state where Customer is located, in each case foregoing without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees. Venue for state matters is exclusively in the Sixteenth Judicial Circuit in and for Monroe County, FL; and venue for federal matters is exclusively in the U.S. District Court in and for the Southern District of Florida.

17.13. New Versions & Sunset. If ESO releases a New Version of Licensed Software (*i.e.*, not SaaS), Customer may elect to receive such New Version, subject to a relicense fee of 75% of the standard price for such new version; and same must be memorialized via a formal amendment to the agreement, and specifically the products and services listings of the Customer outlined in "Exhibit D." All New Versions provided under this Agreement will constitute Licensed Software and be subject to the terms and conditions of this Agreement. ESO may discontinue Support Services for Licensed Software upon 12 months' notice to Customer.

17.14. No Class Actions. NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER ESO CUSTOMERS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

17.15. Dispute Resolution. Customer and ESO will attempt to resolve any Dispute through negotiation or by utilizing a mediator agreed to by the parties, rather than through litigation. Negotiations and mediations will be treated as confidential. If the parties are unable to reach a resolution within 30 days of notice of the Dispute to the other party, the parties may pursue all other courses of action available at law or in equity.

17.16. Technology Export. Customer shall not: (a) permit any third party to access or use the Software in violation of any U.S. law or regulation; or (b) export any software provided by ESO or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the Software in, or export such software to, a country subject to a United States embargo (as of the Effective Date - Cuba, Iran, North Korea, Sudan, and Syria).

17.17. Reserved.

17.18. Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, and all such counterparts will constitute a single instrument.

17.19. Reserved.

EXHIBIT B
SUPPORT SERVICES

1. **DEFINITIONS**. Capitalized terms not defined below shall have the same meaning as in the General Terms & Conditions.

   1.1. "Enhancement" means a modification, addition or new release of the Software that when added to the Software, materially changes its utility, efficiency, functional capability or application.

   1.2. "E-mail Support" means ability to make requests for technical support assistance by e-mail at any time concerning the use of the then-current release of Software.

   1.3. "Error" means an error in the Software, which significantly degrades performance of such Software as compared to ESO's then-published Documentation.

   1.4. "Error Correction" means the use of reasonable commercial efforts to correct Errors.

   1.5. "Fix" means the repair or replacement of object code for the Software or Documentation to remedy an Error.

   1.6. "Initial Response" means the first contact by a Support Representative after the incident has been logged and a ticket generated. This may include an automated email response depending on when the incident is first communicated.

   1.7. "Management Escalation" means, if the initial Workaround or Fix does not resolve the Error, notification of management that such Error(s) have been reported and of steps being taken to correct such Error(s).

   1.8. "Severity 1 Error" means an Error which renders the Software completely inoperative (*e.g.*, a User cannot access the Software due to unscheduled downtime or an Outage).

   1.9. "Severity 2 Error" means an Error in which Software is still operable; however, one or more significant features or functionality are unavailable (*e.g.*, a User cannot access a core component of the Software).

   1.10. "Severity 3 Error" means any other error that does not prevent a User from accessing a significant feature of the Software (*e.g.*, User is experiencing latency in reports).

   1.11. "Severity 4 Error" means any error related to Documentation or a Customer Enhancement request.

   1.12. "Status Update" means if the initial Workaround or Fix cannot resolve the Error, notification of the Customer regarding the progress of the Workaround or Fix.

   1.13. "Online Support" means information available through ESO's website (www.eso.com), including frequently asked questions and bug reporting via Live Chat.

   1.14. "Support Representative" shall be ESO employee(s) or agent(s) designated to receive Error notifications from Customer, which Customer's Administrator has been unable to resolve.

   1.15. "Update" means an update or revision to Software, typically for Error Correction.

   1.16. "Upgrade" means a new version or release of Software or a particular component of Software, which improves the functionality or which adds functional capabilities to the Software and is not included in an Update. Upgrades may include Enhancements.

   1.17. "Workaround" means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing Customer's use of the Software.

2. **SUPPORT SERVICES.**

   2.1. Customer will provide at least one administrative employee (the "Administrator" or "Administrators") who will handle all requests for first-level support from Customer's employees with respect to the Software. Such support is intended to be the "front line" for support and information about the Software to Customer's Users. ESO will provide training, documentation, and materials to the Administrator to enable the Administrator to provide technical support to Customer's Users. The Administrator will notify a Support Representative of any Errors that the Administrator cannot resolve and assist ESO in information gathering.

   2.2. ESO will provide Support Services consisting of (a) Error Correction(s); (b) Enhancements, Updates and Upgrades that ESO, in its discretion, makes generally available to its customers without additional charge; and (c) E-mail Support, telephone support, and Online Support. ESO may use multiple forms of communication for purposes of submitting periodic status reports

to Customer, including but not limited to, messages in the Software, messages appearing upon login to the Software or other means of broadcasting Status Update(s) to multiple customers affected by the same Error, such as a customer portal.

2.3. ESO's support desk will be staffed with competent technical consultants who are trained in and thoroughly familiar with the Software and with Customer's applicable configuration. Telephone support and all communications will be delivered in intelligible English.

2.4. Normal business hours for ESO's support desk are Monday through Friday 7:00 am to 7:00 pm CT. Customer will receive a call back from a Support Representative after-hours for a Severity 1 Error.

2.5. ESO will provide responses to a technology and/or security assessment of reasonable detail (a "Tech Assessment") upon request prior to (or in connection with) implementation. ESO will provide responses to any subsequent Tech Assessments provided that Customer compensates ESO at its then-current and standard consulting rates for all work performed in connection with such Tech Assessments.

ERROR PRIORITY LEVELS. Customer will report all Errors to ESO via ESO's Support Request Form link (New Case Form - ESO) or by telephone (866-766-9471, option #3). ESO shall exercise commercially reasonable efforts to correct any Error reported by Customer in accordance with the priority level reasonably assigned to such Error by ESO.

2.6. Severity 1 Error. ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within four hours; (iii) initiate Management Escalation promptly; and (iv) provide Customer with a Status Update within four hours if ESO cannot resolve the Error within four hours.

2.7. Severity 2 Error. ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within eight hours; (iii) initiate Management Escalation within 48 hours if unresolved; and (iv) provide Customer with a Status Update within forty-eight hours if ESO cannot resolve the Error within forty-eight hours.

2.8. Severity 3 Error. ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within three business days; and (iii) provide Customer with a Status Update within seven calendar days if ESO cannot resolve the Error within seven calendar days.

2.9. Severity 4 Error. ESO shall provide an Initial Response within seven calendar days.

3. **CONSULTING SERVICES**. If ESO reasonably believes that a problem reported by Customer is not due to an Error in the Software, ESO will so notify Customer. At that time, Customer may request ESO to proceed with a root cause analysis at Customer's expense as set forth herein or in a separate SOW. If ESO agrees to perform the investigation on behalf of Customer, then ESO's then-current and standard consulting rates will apply for all work performed in connection with such analysis, plus reasonable related expenses incurred, For the avoidance of doubt, Consulting Services will include customized report writing by ESO on behalf of Customer.

4. **EXCLUSIONS.**

4.1. ESO shall have no obligation to perform Error Corrections or otherwise provide support for: (i) Customer's repairs, maintenance or modifications to the Software (if permitted); (ii) Customer's misapplication or unauthorized use of the Software; (iii) altered or damaged Software not caused by ESO; (iv) any third-party software; (v) hardware issues; (vi) Customer's breach of the Agreement; and (vii) any other causes beyond the ESO's reasonable control.

4.2. ESO shall have no liability for any changes in Customer's hardware or software systems that may be necessary to use the Software due to a Workaround or Fix.

4.3. ESO is not required to perform any Error Correction unless ESO can replicate such Error on its own software and hardware or through remote access to Customer's software and hardware.

4.4. Customer is solely responsible for its selection of hardware, and ESO shall not be responsible the performance of such hardware even if ESO makes recommendations regarding the same.

5. **MISCELLANEOUS**. The parties acknowledge that from time-to-time ESO may update its support processes specifically addressed in this Exhibit and may do so by posting such updates to ESO's website or otherwise notifying Customer of such updates. Customer will accept updates to ESO's support procedures and any other terms in this Exhibit; provided however, that they do not materially decrease the level of Support Services that Customer will receive from ESO.. THESE TERMS AND CONDITIONS DO NOT CONSTITUTE A PRODUCT WARRANTY. THIS EXHIBIT IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.

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EXHIBIT C
HIPAA BUSINESS ASSOCIATE AGREEMENT

Customer and ESO Solutions, Inc. ("Business Associate") agree that this HIPAA Business Associate Agreement is entered into for the benefit of Customer, which is a covered entity under the Privacy Standards ("Covered Entity"). Pursuant to the ESO Subscription Agreement (the "Agreement") into which this HIPAA Business Associate Agreement (this "BAA") has been incorporated, Business Associate may perform functions or activities involving the use and/or disclosure of PHI on behalf of the Covered Entity, and therefore, Business Associate may function as a business associate. Business Associate, therefore, agrees to the following terms and conditions.

1. Scope. This BAA applies to and is hereby automatically incorporated into all present and future agreements and relationships, whether written, oral or implied, between Covered Entity and Business Associate, pursuant to which PHI is created, maintained, received or transmitted by Business Associate from or on behalf of Covered Entity in any form or medium whatsoever.

2. Definitions. For purposes of this BAA, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any amendments or implementing regulations, (collectively "HIPAA Rules").

3. Compliance with Applicable Law. The parties acknowledge and agree that, beginning with the relevant effective date, Business Associate shall comply with its obligations under this BAA and with all obligations of a business associate under HIPAA, HITECH, the HIPAA Rules, and other applicable laws and regulations, as they exist at the time this BAA is executed and as they are amended, for so long as this BAA is in place.

4. Permissible Use and Disclosure of PHI. Business Associate may use and disclose PHI as necessary to carry out its duties to a Covered Entity pursuant to the terms of the Agreement, as required by law, or as permitted by the Agreement. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.

5. Limitations on Use and Disclosure of PHI. Business Associate shall not, and shall ensure that its directors, officers, employees, subcontractors, and agents do not, use or disclose PHI in any manner that is not permitted by the Agreement or that would violate Subpart E of 45 C.F.R. 164 ("Privacy Rule") if done by a Covered Entity. All uses and disclosures of, and requests by, Business Associate for PHI are subject to the minimum necessary rule of the Privacy Rule.

6. Required Safeguards to Protect PHI. Business Associate shall use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 ("Security Rule") with respect to electronic PHI, to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this BAA.

7. Reporting to Covered Entity. Business Associate shall report to the affected Covered Entity without unreasonable delay: (a) any use or disclosure of PHI not provided for by the Agreement of which it becomes aware; (b) any breach of unsecured PHI in accordance with 45 C.F.R. Subpart D of 45 C.F.R. 164 ("Breach Notification Rule"); and (c) any security incident of which it becomes aware. With regard to Security Incidents caused by or occurring to Business Associate, Business Associate shall cooperate with the Covered Entity's investigation, analysis, notification and mitigation activities, and except for Security Incidents caused by Covered Entity, shall be responsible for reasonable costs incurred by the Covered Entity for those activities. Notwithstanding the foregoing, Covered Entity acknowledges and shall be deemed to have received advanced notice from Business Associate that there are routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Business Associate; and (ii) immaterial incidents such as "pinging" or "denial of services" attacks.

8. Mitigation of Harmful Effects. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements.

9. Agreements by Third Parties. Business Associate shall enter into an agreement with any subcontractor of Business Associate that creates, receives, maintains or transmits PHI on behalf of Business Associate. Pursuant to such agreement, the subcontractor shall agree to be bound by the same or greater restrictions, conditions, and requirements that apply to Business Associate under this BAA with respect to such PHI.

10. Access to PHI. Within five business days of a request by a Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within five (5) business days forward such request to the Covered Entity.

11. Amendment of PHI. Within five business days of receipt of a request from a Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within five business days forward such request to the Covered Entity.

12. Documentation of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 and HITECH.

13. Accounting of Disclosures. Within five business days of notice by a Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI, Business Associate shall make available to a Covered Entity information to permit the Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. 164.528 and HITECH.

14. Other Obligations. To the extent that Business Associate is to carry out one or more of a Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with such requirements that apply to the Covered Entity in the performance of such obligations.

15. Judicial and Administrative Proceedings. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, the affected Covered Entity shall have the right to control Business Associate's response to such request, provided that, such control does not have an adverse impact on Business Associate's compliance with existing laws. Business Associate shall notify the Covered Entity of the request as soon as reasonably practicable, but in any event within seven business days of receipt of such request.

16. Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

17. Breach of Contract by Business Associate. In addition to any other rights a party may have in the Agreement, this BAA or by operation of law or in equity, either party may: i) immediately terminate the Agreement if the other party has violated a material term of this BAA; or ii) at the non-breaching party's option, permit the breaching party to cure or end any such violation within the time specified by the non-breaching party. The non-breaching party's option to have cured a breach of this BAA shall not be construed as a waiver of any other rights the non-breaching party has in the Agreement, this BAA or by operation of law or in equity.

18. Effect of Termination of Agreement. Upon the termination of the Agreement or this BAA for any reason, Business Associate shall return to a Covered Entity or, at the Covered Entity's direction, destroy all PHI received from the Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. This provision shall apply to PHI that is in the possession of Business Associate, subcontractors, and agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this BAA, even after termination of the Agreement or BAA, until such time as all PHI has been returned or otherwise destroyed as provided in this Section. For the avoidance of doubt, de-identified Customer Data shall not be subject to this provision.

19. Injunctive Relief. Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this BAA would cause irreparable harm to a Covered Entity, and in such event, the Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.

20. Owner of PHI. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI created or received by Business Associate on behalf of a Covered Entity.

21. Safeguards and Appropriate Use of Protected Health Information. Covered Entity is responsible for implementing appropriate privacy and security safeguards to protect its PHI in compliance with HIPAA. Without limitation, it is Covered Entity's obligation to:

    21.1. Not include PHI in information Covered Entity submits to technical support personnel through a technical support request or to community support forums. In addition, Business Associate does not act as, or have the obligations of a Business Associate under the HIPAA Rules with respect to Customer Data once it is sent to or from Covered Entity outside ESO's Software over the internet; and

    21.2. Implement privacy and security safeguards in the systems, applications, and software Covered Entity controls, configures and connects to ESO's Software.

22. Third Party Rights. The terms of this BAA do not grant any rights to any parties other than Business Associate and the Covered Entity.

23. Signatures. The signatures to the Agreement (or the document evidencing the parties' adoption thereof) indicate agreement hereto and shall be deemed signatures hereof, whether manual, electronic or facsimile.

* * * * *

"EXHIBIT D"

ESO Contracted Services and Licensed Software/Subscription Schedule

I. Pricing Schedule and Annual Uplift.

Monroe County Fire Rescue Subscriptions					
Subscriptions	# of Units	FY24 Base Amount	Uplift	Additional Amt	FY25 Contract Amount
ESO Fire Incidents	10	$10,070.00	0.03	$ 302.10	$10,372.10
ESO Hydrants	10	$ 3,095.00	0.03	$ 92.85	$ 3,187.85
ESO Inspections	10	$ 4,420.00	0.025	$ 110.50	$ 4,530.50
ESO Properties	10	$ 3,870.00	0.025	$ 96.75	$ 3,966.75
ESO EHR Suite	4,249	$ 9,262.19	0.025	$ 231.55	$ 9,493.74
EHR Computer Aided Dispatch (CAD) Integration	4,249	$ 2,180.00	0.025	$ 54.50	$ 2,234.50
EHR Cardiac Monitor Integration	4,249	$ 1,055.00	0.025	$ 26.38	$ 1,081.38
Billing Module Claims Processing	15,000	$13,192.90	0.03	$ 395.79	$13,588.69
Billing Module Patient Care Report Import	15,000	$ 1,295.00	0.03	$ 38.85	$ 1,333.85
Billing Interface (for Patient Reporting)	4,249	$ -	0	$ -	$ -
Billing Module Training (One-Time)	10	$ 3,585.00	0.03	$ 107.55	$ 3,692.55
EHR Billing Interface (for Data upload to 3rd Party)	3,000	$ -	0		
ESO Logis Billing Hosting & Patient Data Storage	1	$ 8,000.00	0.03	$ 240.00	$ 8,240.00
Insights Reporting Designer Licenses	8	$ 500.00	0.03	$ 15.00	$ 515.00
EHR Handtevy Integration	4,249	$ -	0	$ -	$ -
QuickSpeak	4,249	$ 105.03	0.025	$ 2.63	$ 107.66
EHR Fax	4,055	$ 477.41	0.03	$ 14.32	$ 491.73
ESO EHR Connection	3,000	$ -	0	$ -	$ -
ESO Activities - Fire and Fire/EMS Agencies	9	$ 1,951.85	0.03	$ 58.56	$ 2,010.41
				Contract Total:	$ 63,059.38
Renewal Period references '24 - '25 Fiscal period.					
Uplift Percent and Amounts Shown Above					

*The Agreement provides for an initial term of two (2) years, with the option to renew for two (2) more years; each year will have an annual uplift (compounded) as provided above.

II. Additional Services.

a. CONSULTING SERVICES.

i. Consulting Services may include customized report writing by ESO on behalf of Customer. Such consulting services may be obtained only through a written proposal detailing the scope of work and pricing for same. Approval of consulting services must be accomplished by written amendment to the Agreement. All billing will be pro-rated to quarter of an hour, with schedule of work included, or as otherwise detailed in such amendment agreed to by the parties. Contractor must submit invoices with supporting documentation that is acceptable to the Monroe County Office of Clerk and Comptroller (County Clerk). Acceptability to the County Clerk is based upon generally accepted accounting principles and such laws, rules and regulations as may govern the disbursal of funds by the County Clerk.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/12/2024

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

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

PRODUCER MARSH USA, LLC. 4400 Comerica Bank Tower 1717 Main Street Dallas, TX 75201-7357 CN122676965--Finpr-2425	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED ESO Solutions, Inc. 11500 Alterra Parkway Suite 100 Austin, TX 78758	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Federal Insurance Company — 20281 **INSURER B :** Great Northern Insurance Company — 20303 **INSURER C :** N/A — N/A **INSURER D :** AIG Specialty Insurance Company — 26883 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** HOU-004138310-04 **REVISION NUMBER:** 11

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		36075664 APPROVED BY RISK MANAGEMENT BY DATE 12/27/2024 WAIVER N/A___YES___	03/31/2024	03/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	X		73627314	03/31/2024	03/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			78196190	03/31/2024	03/31/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7182-73-01	03/31/2024	03/31/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	[redacted]			[redacted]	05/03/2024	05/03/2025	Limit	[redacted]

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

Monroe County BOCC is included as additional insured where required by written contract with respect to General Liability and Auto Liability.

CERTIFICATE HOLDER

Monroe County BOCC
1100 Simonton Street
Key West, FL 33040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: C9
2023-3867

BULK ITEM: Yes

DEPARTMENT: Project Management

TIME APPROXIMATE:
N/A

STAFF CONTACT: Cary Vick

AGENDA ITEM WORDING:

Approval of an Agreement with Erika Heffernan in the amount of $3,235.00 for public art for the Supervisor of Elections - Key West Office Project recommended by the Art in Public Places (AIPP) Selection Committee and the Florida Keys Council of the Arts (FKCA).

ITEM BACKGROUND:
Section 2-233, Monroe County Code (Ordinance No. 022-2001) provides for an appropriation of 1% of the construction costs for new construction exceeding $500,000 and renovations exceeding $100,000 to be set aside to promote understanding and enrich the public environment for residents and visitors.

The new location of the Supervisor of Elections Office is located at the old Bayshore Manor on Stock Island which was recently renovated and work has been completed. A Request for Proposals for Art in Public Places (AIPP) was advertised on October 19, 2024, and eight (8) applicants submitted proposals. The AIPP Committee met on November 19, 2024, and three (3) artists are recommended for approval.

Based on responses submitted to the RFP on November 12, 2024, the AIPP Committee selected Erika Heffernan to provide public artwork for the renovated Supervisor of Elections Office - Key West.
The original artwork will be composed of the following:
1) A Large (27” x 36”) Limited Edition (Edition 1 of 5) framed photograph entitled “Day 38”.
2) A Medium (15” x 20”) Limited Edition (Edition 1 of 10) framed photograph entitled “Day 165”.
3) A Medium (15” x 20”) Limited Edition (Edition 2 of 10) framed photograph entitled “Day 290”.
The contract amount is $3,235.00.

PREVIOUS RELEVANT BOCC ACTION:
N/A

INSURANCE REQUIRED:
Yes

CONTRACT/AGREEMENT CHANGES:
GPJ 4/1/25 - As per Section 21, contractor to provide General Liability @ $300K and WC insurance unless waived by Risk Manager via signed Insurance Waiver Form. Risk approval subject to contractor submission of COI or Risk approval of insurance waiver before contract signing

STAFF RECOMMENDATION: Approval of Agreement.

DOCUMENTATION:

AIPP Agreement_Erika Heffernan_signed.pdf
Waiver Request - E. Heffernan signed 4.7.25.pdf

FINANCIAL IMPACT:

Total Dollar Value of Contract: $3,235.00

Total Cost to County: $3,235.00

Current Year Portion: $3,235.00

Budgeted: Yes

Source of Funds: 304-24014

COI will be provided upon Contract approval

Monroe County Art in Public Places Award Agreement
Supervisor of Elections Office

This AGREEMENT dated the 16th day of April, 2025, is entered into by and between the BOARD OF COUNTY COMMISSIONERS FOR MONROE COUNTY, hereinafter "County" or "BOCC", whose address is 1100 Simonton Street, Key West, Florida 33040, and Erika Heffernan, hereinafter "Artist" or "Contractor", whose address is P.O. Box 24; Key West, Florida 33041.

WHEREAS, the Monroe County BOCC recognizes the extent of cultural resources available in the county for development, promotion, and enjoyment of the arts. It is the intent of the BOCC to enrich culturally and benefit the citizens of this county through the establishment of Art in Public Places; and

WHEREAS, the Art in Public Places Ordinance No. 022-2001 (AIPP Ordinance), codified at Monroe County Code §2-233, authorizes the allocation of one percent (1%) of the County's construction costs for new construction exceeding $500,000.00 and renovations exceeding $100,000.00 to be set aside in a fund and used for acquisition, commission, installation, and maintenance of works of art to be used in, upon, or around the new or renovated County buildings; and

WHEREAS, the AIPP Ordinance established an Arts in Public Places Committee (AIPP) to review responses to Requests for Proposals for art to be acquired, commissioned, installed, and maintained in public construction projects and to advise the BOCC regarding the art subject to the AIPP allocation; and

WHEREAS, the BOCC desires to acquire public artwork to be installed, placed, and/or located at the Supervisor of Elections – Key West Office Project (Key West, Monroe County, Florida), to promote understanding and awareness of the visual arts and to enrich the public environment for residents and visitors; and

WHEREAS, in conformity with the AIPP Ordinance, MCC §2-233, and a Request for Proposals, the Artist was selected by the AIPP Committee to provide public artwork for this location; and

WHEREAS, the Artist wishes to create a unique piece(s) of artwork to be installed in a public space inside the Supervisor of Elections Office in Monroe County, Florida ("Project"); and

WHEREAS, the Artist and County wish to undertake the obligations expressed herein.

NOW, THEREFORE, in consideration of the mutual covenants and payments contained herein, the parties have entered into this Agreement on the terms and conditions as set forth below:

1. AGREEMENT PERIOD: This Agreement shall be effective on the date that this contract has been approved by the BOCC and is signed by both parties. The term of the Agreement is for a period of sixty (60) days after issuance of a Notice to Proceed to execute and complete the work. This Agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with Paragraphs 13 and 14 below. All work for which AIPP funds are to be expended must be completed by the stated termination date.

2. SCOPE OF SERVICES: The Artist shall perform all services, and provide and furnish all supplies, materials, and equipment as necessary for transportation, creation, and installation of artwork as follows:

1) A Large (27" x 36") Limited Edition (Edition 1 of 5) framed photograph entitled "Day 38" [Exhibit D].
2) A Medium (15" x 20") Limited Edition (Edition 1 of 10) framed photograph entitled "Day 165" [Exhibit E].
3) A Medium (15" x 20") Limited Edition (Edition 2 of 10) framed photograph entitled "Day 290" [Exhibit F].

Services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement. The Artist shall confer with and coordinate activities with Elizabeth Young, Executive Director of the Florida Keys Council of the Arts, in order to ensure that there is as much cooperation and cohesiveness in the incorporation of the art in or around the building and so that there shall be the least amount of interference between the Artist and the Supervisor of Elections, Key West Office personnel or any other County staff.

3. AMOUNT OF AGREEMENT AND PAYMENT: The County shall pay a total contract amount not to exceed **Three Thousand, Two Hundred, Thirty-Five ($3,235.00) Dollars**, which shall constitute full and complete compensation for all services performed and materials furnished by the Artist under this Agreement. The above-referenced amount comprises payment for the following discreet works of art: 1) "Day 38": $1,685.00; 2) "Day 165": $775.00; 3) "Day 290": $775.00. The Board of County Commissioners assumes no liability to fund this agreement for an amount in excess of this award. Monroe County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the BOCC. Pursuant to Florida's Prompt Payment Act, upon receipt by County of an Invoice for the production and installation of the completed artwork **and documentation as noted herein** to satisfy the Monroe County Office of the Clerk of Court and Comptroller ((hereinafter referred to as "County Clerk") that the artwork has been completed, installed and accepted, Payment shall be made in the amount set forth above.

Payment shall be made upon presentation of an original invoice and documentation necessary to support the completion of the work. The Artist shall submit to the County invoices with supporting documentation that are acceptable to the County Clerk. Acceptability to the County Clerk is based on generally accepted accounting principles and such laws, rules, and regulations as may govern the County Clerk's disbursal of funds. Any invoices and/or other documentation shall be submitted to the Executive Director, Florida Keys Council of the Arts, c/o Art in Public Places, at 1100 Simonton Street, Suite 2-263, Key West, Florida 33040, or via email to director@keysarts.com. The Artist shall also provide release of liens, if applicable.

Final payment request must be submitted no later than sixty (60) days after the completion of the project.

4. TAXES: Should any state or federal sales, use, or excise taxes, or similar charges relating to the services and materials under this Agreement become due, such taxes shall be paid by the Artist in a timely fashion.

5. OWNERSHIP and RIGHTS: Upon the installation of the artwork and acceptance by the County, the County shall own the artwork and title to the artwork shall pass to the County. This Article 5 and the Artist's signature on this Agreement shall constitute and be construed as the Artist's express waiver of rights as provided in 17 U.S.C. §106A, et al. , to the extent that the artwork may be removed, adjusted, replaced, and/or relocated, as deemed necessary by the County without obtaining a waiver or permission from the Artist, and that modification to the artwork resulting from conservation or public presentation involving lighting and placement is not prohibited modification or considered alteration, distortion, or mutilation of the artwork. The Artist agrees that the County as owner of the building and/or property that includes the artwork may, without the consent or permission of the Artist, make or authorize the making of alterations and/or destruction of such building and/or property. The Artist agrees that, where the artwork may be created or conceived in any fashion by more than one author/artist, the Artist's signature and waiver binds the entire group of authors/artists.

6. MAINTENANCE OF RECORDS: The Artist shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be maintained for a period of seven (7) years from the termination of this Agreement or in accordance with the State of Florida retention schedules (https://dos.fl.gov/library-archives/records-management/general-records-schedules/), whichever is greater. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and the applicable retention period following the termination of this Agreement. For Public Records requirements, see Paragraph 24 below.

Right to Audit

Availability of Records. The records of the parties to this Agreement relating to the Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by the County or the County Clerk to substantiate charges related to this Agreement, and all other agreements, sources of information and matters that may, in the County's or the County Clerk's reasonable judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document (all foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction by the County's representative and/or agents or the County Clerk. The County or County Clerk may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through

interviews and written confirmations with employees, subcontractors, suppliers, and contractors' representatives. All records shall be kept for seven (7) years after Final Completion of the Project. The County Clerk possesses the independent authority to conduct an audit of records, assets, and activities relating to this Project. If any auditor employed by Monroe County or the County Clerk determines that monies paid to the Artist/Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the Artist/Contractor, the Artist/Contractor shall repay the monies together with interest calculated pursuant to Section 55.03, Florida Statutes, running form the date the monies were paid to the Contractor. The *right to audit* provisions survives the termination or expiration of this Agreement.

7. MODIFICATIONS AND AMENDMENTS: Any and all modifications of the terms of this Agreement or any changes in the design of the artwork shall be only amended in writing and approved by the BOCC. Extensions of time, as requested by either party, to complete any terms or conditions of this Agreement must be made in writing and must be approved by the BOCC, which said consent shall not be unreasonably withheld.

8. INDEPENDENT CONTRACTOR: At all times and for all purposes hereunder, the Artist is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this Agreement shall be construed as to find the Artist or any of its employees, contractors, servants, or agents to be employees of the Board of County Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges, or benefits of employees of Monroe County.

9. COMPLIANCE WITH LAW: In carrying out its obligations under this Agreement, the Artist shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of this Agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Artist.

10. HOLD HARMLESS/INDEMNIFICATION: The Artist hereby agrees to defend, indemnify, and hold harmless the BOCC, Florida Keys Council of the Arts, AIPP Committee and Monroe County and any of their elected and appointed officers, officials, agents, servants, and employees from and against any and all claims, demands, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements, or judgments arising directly or indirectly under this Agreement. The Artist shall immediately give notice to the County of any suit, claim, or action made against the County that is related to the activity under this Agreement and will cooperate with the County in the investigation arising as a result of any suit, action, or claim related to this Agreement. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this Agreement. This indemnification shall survive the termination or expiration of this Agreement.

11. NONDISCRIMINATION. The Artist and County agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The Artist and County agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include, but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of disability; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

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12. ANTI-KICKBACK: The Artist warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County has any interest, financially or otherwise, in the said funded project, except for general membership. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

13. TERMINATION: This Agreement shall terminate pursuant to Paragraph 1. Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this Agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the continuation of this Agreement pursuant to the terms specified herein, this Agreement may then be terminated immediately by written notice of termination delivered in person or by mail to the Artist. The County may terminate this Agreement without cause upon giving sixty (60) days' written notice of termination to the Artist. The County shall not be obligated to pay for any services or goods provided by the Artist after the Artist has received written notice of termination.

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

14. TERMINATION FOR BREACH: The County may immediately terminate this Agreement for any breach of the terms contained herein. Such termination shall take place immediately upon receipt of written notice of said termination. Any waiver of any breach of covenants herein contained to be kept and performed by the Artist shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same conditions or of any other conditions.

15. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the County and the Artist. Any amendment to this Agreement shall be in writing, approved by the Board of County Commissioners, and signed by both parties before it becomes effective.

16. GOVERNING LAW, INTERPRETATION, AND CONSENT TO JURISDICTION: This Agreement, its performance, and all disputes arising hereunder, shall be governed by the laws of the State of Florida, and both parties agree that the proper venue for any actions shall be in Monroe County. The County and the Artist agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between them, the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

17. EMPLOYMENT OR RETENTION OF FORMER COUNTY OFFICERS OR EMPLOYEES: The Artist warrants that he/she has not employed, retained or otherwise had act on his/her behalf any former County officer or employee subject to the prohibition of Section 2-149, Monroe County Code of Ordinances or any County officer or employee in violation of Section 2-150, Monroe County Code of Ordinances. For breach or violation of the provision, the County may, at its discretion, terminate this Agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee pursuant to Subsection 2-152(b), Monroe County Code of Ordinances.

18. PUBLIC ENTITY CRIME STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under an agreement with any public

entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The Artist represents that the Artist is not on the Convicted Vendor list.

19. AUTHORITY: The Artist warrants that he or she is authorized by law to engage in the performance of the activities encompassed by the project herein described. Each of the signatories for the Artist below is authorized to contract the Artist's services. The County warrants that it has all required authority to enter into this Agreement and to be bound by the terms hereof. Each party agrees that it has had ample opportunity to submit this Agreement to legal counsel of its choice and enters into this Agreement freely, voluntarily, and with advice of counsel.

20. LICENSING AND PERMITS: The Artist warrants that he or she shall have, prior to commencement of work under this Agreement and at all times during said work, all required licenses and permits whether Federal, State, County, or City.

21. INSURANCE: The Artist agrees that he or she maintains in force at its own expense a liability insurance policy which will insure and indemnify the Artist and the County from any suits, claims or actions brought by any person or persons and from all costs and expenses occurring during the Agreement or thereafter that results from performance by the Artist of the obligations set forth in this Agreement. At all times during the term of the Agreement and for one (1) year after acceptance of the project, **unless the requirement is waived by the Monroe County Risk Manager,** the Artist shall maintain on file with the County a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. All insurance policies must specify that they are not subject to cancellation, non-renewal, material change or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

Acceptance and/or approval of the Artist's insurance shall not be construed as relieving the Artist from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, 1100 Simonton Street, its employees and officials will be included as "Certificate Holder" and "Additional Insured" on all policies except worker's compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County form titled "Request for Waiver of Insurance Requirements" attached hereto as **Exhibit "B"** and must be approved by the Office of Monroe County Risk Management. The following coverages shall be provided prior to commencement of work governed by this contract:

1. Workers' Compensation if, and as required by Florida Statutes. If the Artist has no employees as defined by Florida Statutes and Regulations, the Artist shall submit a letter stating that he or she is exempt from this requirement.

2. General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

$300,000 Combined Single Limit (CSL)

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

22. UNCONTROLLABLE CIRCUMSTANCE/FORCE MAJEURE: Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable: (a) acts of God; (b) flood, fire, earthquake, explosion, tropical storm, hurricane or other declared emergency in the geographic area of the Project; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest in the geographic area of the Project; (d) government order or law in the geographic area of the Project; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority prohibiting work in the geographic area of the Project; (each, an "Uncontrollable Circumstance"). The Artist's financial inability to perform, changes in cost or availability of materials, components, services, market conditions, or supplier actions or contract disputes will not excuse performance by the Artist under this Section. The Artist shall give the County written notice within seven (7) days of any event or circumstance that is reasonably likely to result in an Uncontrollable Circumstance, or as soon as possible after such Uncontrollable Circumstance has occurred if reasonably anticipated, and the anticipated duration of such Uncontrollable Circumstance. The Artist shall use all diligent efforts to end the Uncontrollable Circumstance, ensure that the effects of any Uncontrollable Circumstance are minimized and resume full performance under this Agreement. The County will not pay additional costs as a result of an Uncontrollable Circumstance. The Artist may only seek a no cost Change Order for such reasonable time as the County's Representative may determine.

23. DEATH OR INCAPACITY: If the Artist becomes unable to complete this Agreement due to death or incapacity, such death or incapacity will not be deemed a breach of this Agreement or a default on the part of the Artist for the purpose of Paragraphs 13 or 14, Termination. However, nothing in this paragraph shall obligate the County to accept the artwork for this Project.

In the event of incapacity, the Artist shall assign the Artist's obligations and services under this Agreement to another artist provided that the County, in its sole discretion, approves of the new artist. Alternatively, the County may elect to terminate this Agreement. Should the County terminate this Agreement, the Artist shall retain all rights he or she is entitled to under this Agreement. The artwork and any reproductions thereof shall contain credit to the Artist and any copyright notice, if applicable.

In the event of death, this Agreement shall terminate effective the date of death. Should the Agreement terminate due to the Artist's death, the Artist's heirs shall retain all rights under this Agreement to which the Artist would have been entitled.

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

The Artist is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to Section 119.0701, Florida Statutes and the terms and conditions of this contract, the Artist is required to:
(1) Keep and maintain public records that would be required by the County to perform the service.
(2) Upon request from the County's custodian of records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Artist does not transfer the records to the County.

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

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

If the Artist does not comply with the County's request for records, the County shall enforce the public records contract provisions in accordance with the contract, notwithstanding the County's option and right to unilaterally cancel this contract upon violation of this provision by the Artist. An Artist who fails to provide the public records to the County or pursuant to a valid public records request within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: MONROE COUNTY ATTORNEY'S OFFICE, 1111 12TH ST., SUITE 408, KEY WEST, FL 33040, publicrecords@monroecounty-fl.gov, (305) 292-3470.

25. RISK OF LOSS: Risk of loss or damage to the artwork shall be borne by the Artist until acceptance of the artwork by the County as indicated after the final payment has been made. The Artist shall carry insurance sufficient to cover the purchase price of the artwork to cover the risk of loss or damage to the artwork until final acceptance by the County. The Artist shall take such measures as are reasonably necessary to protect the artwork from loss or damage.

26. NOTICE: Any notice or correspondence required or permitted under this Agreement shall be in writing and hand delivered or sent by United States Mail, postage prepaid, to the other party by certified mail, return receipt requested, or by courier with proof of delivery. The place of giving Notice shall remain the same as set forth herein until changed in writing in

the manner provided in this paragraph. Notice is deemed received by Artist when hand delivered by national courier with proof of delivery or by U.S. Mail upon verified receipt or upon the date of refusal or non-acceptance of delivery. Notices shall be sent to the following addresses:

For Artist:

Erika Heffernan
127 Faulkner Street
Winter Garden, Florida 34787

For County:

Florida Keys Council of the Arts
1100 Simonton Street, Suite 2-263
Key West, Florida 33040

and

Monroe County Attorney
P. O. Box 1026
Key West, Florida 33041

27. WARRANTIES OF QUALITY AND CONDITION: The Artist represents and warrants that all work will be performed in accordance with professional standards and the artwork, as fabricated and installed, will be free from defects in material and workmanship which may cause or accelerate deterioration of the artwork and that reasonable maintenance of the artwork will not require procedures substantially in excess of those described in the Artist's maintenance recommendations manual or proposal. The Artist represents and warrants that the artwork and the materials used are not currently known to be harmful to public health and safety. The warranties described in this Article shall survive for a period of five (5) years after final acceptance of the artwork, with periodically required maintenance by the County, according to instructions provided by the Artist. The County shall give written notice to the Artist of any breach of this warranty during the five (5) year period. The Artist shall, at no cost to the County, cure reasonably and promptly the breach of warranty by means of repair, restoration, refurbishing, re-creation, or replacing the artwork.

28. REPAIRS AND RESTORATION: The County reserves the right to determine when and if repairs and restorations to the artwork will be made after final acceptance. Repairs and restorations to the artwork occurring five (5) years after the County's final acceptance of the artwork will be the responsibility and at the expense of the County.

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

30. ATTORNEY FEES AND COSTS: The County and Artist agree that, in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs as an award against the non-prevailing party, and shall include attorney's fees and courts costs in appellate proceedings.

31. BINDING EFFECT: The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Artist and their respective legal representatives, successors, and assigns.

32. ADJUDICATION OF DISPUTES OR DISAGREEMENTS: The County and Artist agree that all disputes and disagreements shall attempt to be resolved by meet and confer sessions between representatives of each of the parties. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. This Agreement is not subject to arbitration. This provision does not negate or waive the provisions of Paragraphs 13 and 14 of this Agreement concerning termination.

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

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

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

36. NON-WAIVER OF IMMUNITY: Notwithstanding the provisions of Section 768.28, Florida Statutes, the participation of the Artist and the County in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

37. ATTESTATIONS: The Artist agrees to execute such documents as the County may reasonably require, to include but not be limited to, a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement, attached hereto as **Exhibit "C"** and made a part hereof.

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

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

40. AGREEMENTS WITH SUBCONTRACTORS: In the event that the Artist subcontracts any or all of the work in this Project to any third party, the Artist specifically agrees to identify the County as an additional insured on all insurance policies required by the County. In addition, the Artist specifically agrees that all agreements or contracts of any nature with his subcontractors shall include the County as an additional insured.

41. E-VERIFY SYSTEM: Beginning January 1, 2021, in accordance with Section 448.095, Florida Statutes, as may be amended from time to time, if applicable, the Artist and any subcontractor shall register with and shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Artist during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the Contract term. Any subcontractor shall provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Artist shall comply with and be subject to the provisions of Section 448.095, Florida Statutes. Pursuant to Section 448.095, Florida Statutes:

> 1. A public agency, Bidder, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes shall terminate the contract with the person or entity.
> 2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the Bidder otherwise complied with this subsection, shall promptly notify the Bidder and order the Bidder to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a Bidder under this paragraph, the Bidder may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A Bidder is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

42. CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed more strictly against one party than against another merely by virtual of the fact that it may have been prepared by one of the parties, it being acknowledged that both the Artist and the County have substantially and materially contributed to the preparation thereof.

43. AFFIDAVIT OF NO LIENS: The Artist and the County certify that there are no liens against the artworks entitled "Day 38", "Day 165" and "Day 290"," designed by Artist, nor will there be at the completion of this Project.

44. ENUMERATION OF CONTRACT DOCUMENTS: The Contract Documents, except for Modifications or Amendments issued after execution of this Agreement, are enumerated as the Request for Proposals, the Addenda, if any, the Artist Application, the Artist design, models, and specifications of the artwork and budget, the Artist's insurance, and this Agreement executed between the Artist and County, along with all executed Monroe County applicable forms.

45. FURTHER ASSURANCES: The parties shall promptly execute all documents reasonably required and take such other steps in addition to the execution of this Agreement to effectuate the intent and purpose of this Agreement.

46. EXECUTION IN COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which when taken together will constitute the Agreement. If any signature is delivered by email delivery of a ".pdf" format data file, such signature will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if the ".pdf" signature was an original signature. The Contractor transmitting an electronic signature will provide the inked original to the County, at the County's request.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

IN WITNESS THEREOF, the parties hereto have caused this Monroe County Art in Public Places Award Agreement to be executed on the day and date first above written.

Execution by the Artist must be by a person with authority to bind the entity. **The signature of the person executing the document must be notarized and witnessed by another officer of the entity, or by two (2) other witnesses.**

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairperson

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
JOSEPH DINOVO
ASSISTANT COUNTY ATTORNEY
DATE: 3-24-2025

WITNESSES:

1) _____
Signature

Tammy Elwell
Print Name
DATE: 3/26/2025

2) _____
Signature

Yanis Garcia
Print Name
DATE: 03/26/2025

ARTIST:

_____
Signature

Erika Heffernan
Print Name
DATE: 3-26-25

STATE OF FLORIDA COUNTY OF MONROE

On this 26th day of MARCH, 2025, before me, the undersigned notary public, by means of ☒ physical presence or ☐ online, personally appeared ERIKA HEFFERNAN, known to me to be the person whose name is subscribed above or who produced FL DRIVERS LICENSE as identification, and acknowledged that he/she is the person who executed the above contract with Monroe County for the artwork at the Supervisor of Elections, Key West Office, for the purposes therein contained.

Notary Public

_____
Name

My Commission Expires:

01-22-2028

NOTARY PUBLIC STATE OF FLORIDA
NICHOLAS NEUENHOFF
MY COMMISSION # HH483949
EXPIRES: January 22, 2028

(SEAL)

EXHIBIT “A”

Travel Reimbursement Voucher
(If Applicable)

EXHIBIT “B”

Request for Waiver of Insurance Requirements

MONROE COUNTY, FLORIDA
REQUEST FOR WAIVER OF INSURANCE REQUIREMENTS

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract.

Contractor/Vendor: Erika Heffernan

Project or Service: Public Art

Contractor/Vendor Address & Phone: 127 Faulkner St Winter Garden FL 34787

General Scope of Work: Hanging 3 pieces of Art No ladder No Dunser

Reason for Waiver or Modification: ~~N/A~~ EA Hanging 3 Pieces of Art No ladder no dolly

Policies Waiver or Modification will apply to: ~~N/A~~ EA Hanging 3 Pieces of Art No ladder No dolly

- Workers Compensation
- General Liability Coverages

Signature of Contractor/Vendor:

Date: 04/07/25 Approved ✓ Not Approved _____

Risk Management Signature: Jaelan Jones

Date: _____

County Administrator appeal:

Approved: _____ Not Approved: _____

Date: _____

Board of County Commissioners appeal:

Approved: _____ Not Approved: _____

Meeting Date: _____

GPJ 4/7/25 - contractor is individual, not subject to WC requirements, GL waived due to nature of services and low contract value

EXHIBIT “C”

Monroe County Forms

COUNTY FORMS AFFIDAVIT

I, Erika Heffernan of the City of Winter Garden according to law on my oath, and under penalty of perjury, depose and say that:

I am Erika Heffernan of the firm of sole proprieter ("CONTRACTOR/CONSULTANT"), the bidder making the Proposal for the project described in the Request for Proposals for Art in Public Places - Supervisor of Elections and that I executed the said proposal with full authority to do so.

By signing this Affidavit, CONTRACTOR/CONSULTANT has sworn or affirmed to the following requirements as set forth in the **Public Entity Crime Statement**, **Lobbying and Conflict of Interest Statement**, **Drug-Free Workplace Statement**, **Vendor Certification Regarding Scrutinized Companies List, Non-Collusion Statement, Foreign Countries of Concern, and Common Carrier** as set forth below.

Public Entity Crime Statement

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

The CONTRACTOR/CONSULTANT certifies and agrees that CONTRACTOR/CONSULTANT nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

Ethics Clause

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

Drug-Free Workplace

In accordance with the Florida Statutes, Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program.

CONTRACTOR/CONSULTANT in accordance with Florida Statute 287.087 hereby certifies that CONTRACTOR/CONSULTANT shall:

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

The person authorized to sign this Affidavit certifies that CONTRACTOR/CONSULTANT complies fully with the above requirements.

Vendor Certification Regarding Scrutinized Companies Lists

CONTRACTOR/CONSULTANT agrees and certifies compliance with the following:

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List which were created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of CONTRACTOR/CONSULTANT, I hereby certify that the company identified above as "CONTRACTOR/CONSULTANT" is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel and for Projects of $1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria.

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

Vendor has reviewed Section 287.135, Florida Statutes, and in accordance with such provision of Florida law, is eligible to bid on, submit a proposal for, or enter into or renew a contract with Monroe County for goods or services.

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

Non-Collusion Affidavit

CONTRACTOR/CONSULTANT, by signing this Affidavit, according to law on my oath, and under penalty of perjury, depose and say that the person signing on behalf of the firm of CONTRACTOR/CONSULTANT, the bidder making the Proposal for the project described in the Scope of Work, and that I executed the said proposal with full authority to do so; the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition.

Foreign Countries of Concern

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by Section 287.138, Florida Statutes, which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. If being awarded the Contract, or otherwise entering into the Contract, would grant Contractor access to an individual's personal identifying information, pursuant to Section 287.138, Florida Statutes, the undersigned, on behalf of Contractor, hereby certifies, represents, and warrants that the Contractor is not affiliated with a foreign country of concern, as such countries are identified in Subsection 287.138(1), Florida Statutes. The undersigned additionally certifies, represents, and warrants that: (A) Contractor is not owned by a foreign country of concern; (B) the government of a foreign country of concern does not have a controlling interest in Contractor; and (C) Contractor is not organized under the laws of nor has its principal place of business in a foreign country of concern.

Common Carrier

If Contractor is a common carrier, as defined by Section 908.111, Florida Statutes, then Contractor hereby certifies that it is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

THE STATEMENTS CONTAINED IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT MONROE COUNTY RELIES UPON THE TRUTH OF THE STATEMENTS CONTAINED IN THIS AFFIDAVIT IN AWARDING CONTRACTS FOR SAID PROJECT.

UNDER PENALTIES OF PERJURY, I HEREBY CERTIFY AND DECLARE THAT I HAVE READ AND UNDERSTAND THE FOREGOING AFFIDAVIT. PURSUANT TO THE AUTHORITY GRANTED TO THE UNDERSIGNED BY CONTRACTOR, THE UNDERSIGNED HEREBY ACKNOWLEDGES, AFFIRMS, AND MAKES THE ABOVE SWORN CERTIFICATIONS ON BEHALF OF CONTRACTOR.

_____ 3-26-25
(Signature of Respondent/Contractor) (Date)

Artist
(Title)

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of [X] physical presence or [ ] online notarization this 26th day of MARCH, 2025 by ERIKA HEFFERNAN.

NICHOLAS NEUENHOFF
MY COMMISSION # HH483949
EXPIRES: January 22, 2028

_____
Signature of Notary Public-State of Florida

NICHOLAS NEUENHOFF
Name of Notary
My commission expires: 01-22-2028
OR Produced Identification _____

Personally Known _____
Type of Identification Produced FL DRIVERS LICENSE

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT

FOR LABOR OR SERVICES

Entity/Vendor Name: Erika Heffernan
Vendor FEIN: _____
Vendor's Authorized Representative: Self Artist
(Name and Title)
Address: 127 Faulkner St
City: Winter Garden State: FL Zip: 34787
Phone Number: 407 375 3705
Email Address: erikaheffernan@me.com

As a non-governmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Subsection 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify under penalties of perjury that Vendor does not use coercion for labor or services in accordance with Section 787.06. Additionally, Vendor has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

Certified By: Erika Heffernan, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____
Print Name: Erika Heffernan
Title: Artist

EXHIBIT “D”



EXHIBIT “E”



EXHIBIT “F”



MONROE COUNTY, FLORIDA
REQUEST FOR WAIVER OF INSURANCE REQUIREMENTS

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract.

Contractor/Vendor: Erika Heffernan

Project or Service: Public Art

Contractor/Vendor Address & Phone: 127 Faulkner St Winter Garden FL 34787

General Scope of Work: Hanging 3 pieces of Art No ladder No Dunser

Reason for Waiver or Modification: ~~N/A~~ EA Hanging 3 pieces of Art No ladder no dolly

Policies Waiver or Modification will apply to: ~~N/A~~ EA Hanging 3 Pieces of Art No ladder No dolly

- Workers Compensation
- General Liability Coverages

Signature of Contractor/Vendor:

Date: 04/07/25 Approved ✓ Not Approved _____

Risk Management Signature: Jaelan Jones

Date: _____

County Administrator appeal:

Approved: _____ Not Approved: _____

Date: _____

Board of County Commissioners appeal:

Approved: _____ Not Approved: _____

Meeting Date: _____

GPJ 4/7/25 - contractor is individual, not subject to WC requirements, GL waived due to nature of services and low contract value

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: C10
2023-3869

BULK ITEM: Yes

DEPARTMENT: Project Management

TIME APPROXIMATE:
N/A

STAFF CONTACT: Cary Vick

AGENDA ITEM WORDING:

Approval of an Agreement with Jeffrey Cardenas in the amount of $1,250.00 for public art for the Supervisor of Elections - Key West Office Project recommended by the Art in Public Places (AIPP) Selection Committee and the Florida Keys Council of the Arts (FKCA).

ITEM BACKGROUND:
Section 2-233, Monroe County Code (Ordinance No. 022-2001) provides for an appropriation of 1% of the construction costs for new construction exceeding $500,000 and renovations exceeding $100,000 to be set aside to promote understanding and enrich the public environment for residents and visitors.

The new location of the Supervisor of Elections Office is located at the old Bayshore Manor on Stock Island which was recently renovated and work has been completed. A Request for Proposals for Art in Public Places (AIPP) was advertised on October 19, 2024, and eight (8) applicants submitted proposals. The AIPP Committee met on November 19, 2024, and three (3) artists are recommended for approval.

Based on responses submitted to the RFP on November 12, 2024, the AIPP Committee selected Jeffrey Cardenas to provide public artwork for the renovated Supervisor of Elections Office - Key West.

The original artwork will be composed of the following:

1) A Large (51.7” x 26.7”) Limited Edition (Edition 1 of 10) framed, archival fine art image of Mule Key in the Key West National Wildlife Refuge entitled “Mule Key”. Medium: Fuji Crystal Archive photographic print mounted on Alu-Dibond.
2) A Medium (23.1” x 17.7”) Limited Edition (Edition 1 of 10) framed, fine art photograph featuring the surface and subsurface structure of the iconic aquatic mangrove landmass of Monroe County entitled “Mangrove Environment”. The image was created at Mud Key in the Great White Heron National Wildlife Refuge. It is an original, framed fine art photograph that has yet to be exhibited.
The contract amount is $1,250.00.

PREVIOUS RELEVANT BOCC ACTION:
N/A

INSURANCE REQUIRED:
Yes

CONTRACT/AGREEMENT CHANGES:
GPJ 4/1/25 - As per Section 21, contractor to provide General Liability @ $300K and WC insurance unless waived by Risk Manager via signed Insurance Waiver Form. Risk approval subject to contractor submission of COI or Risk approval of insurance waiver before contract signing. GPJ to follow up with BE on 4/4 if no submission received before then

STAFF RECOMMENDATION: Approval of Agreement.

DOCUMENTATION:

AIPP Agreement_Jeffrey Cardenas_signed.pdf

FINANCIAL IMPACT:

Total Dollar Value of Contract: $1,250.00

Total Cost to County: $1,250.00

Current Year Portion: $1,250.00

Budgeted: Yes

Source of Funds: 304-24014

COI will be provided upon Contract approval

Monroe County Art in Public Places Award Agreement
Supervisor of Elections Office

This AGREEMENT dated the 16th day of April, 2025, is entered into by and between the BOARD OF COUNTY COMMISSIONERS FOR MONROE COUNTY, hereinafter "County" or "BOCC", whose address is 1100 Simonton Street, Key West, Florida 33040, and Jeffrey Cardenas, hereinafter "Artist" or "Contractor", whose address is 1403 Washington Street; Key West, Florida 33040.

WHEREAS, the Monroe County BOCC recognizes the extent of cultural resources available in the county for development, promotion, and enjoyment of the arts. It is the intent of the BOCC to enrich culturally and benefit the citizens of this county through the establishment of Art in Public Places; and

WHEREAS, the Art in Public Places Ordinance No. 022-2001 (AIPP Ordinance), codified at Monroe County Code §2-233, authorizes the allocation of one percent (1%) of the County's construction costs for new construction exceeding $500,000.00 and renovations exceeding $100,000.00 to be set aside in a fund and used for acquisition, commission, installation, and maintenance of works of art to be used in, upon, or around the new or renovated County buildings; and

WHEREAS, the AIPP Ordinance established an Arts in Public Places Committee (AIPP) to review responses to Requests for Proposals for art to be acquired, commissioned, installed, and maintained in public construction projects and to advise the BOCC regarding the art subject to the AIPP allocation; and

WHEREAS, the BOCC desires to acquire public artwork to be installed, placed, and/or located at the Supervisor of Elections – Key West Office Project (Key West, Monroe County, Florida), to promote understanding and awareness of the visual arts and to enrich the public environment for residents and visitors; and

WHEREAS, in conformity with the AIPP Ordinance, MCC §2-233, and a Request for Proposals, the Artist was selected by the AIPP Committee to provide public artwork for this location; and

WHEREAS, the Artist wishes to create a unique piece(s) of artwork to be installed in a public space inside the Supervisor of Elections Office in Monroe County, Florida ("Project"); and

WHEREAS, the Artist and County wish to undertake the obligations expressed herein.

NOW, THEREFORE, in consideration of the mutual covenants and payments contained herein, the parties have entered into this Agreement on the terms and conditions as set forth below:

1. AGREEMENT PERIOD: This Agreement shall be effective on the date that this contract has been approved by the BOCC and is signed by both parties. The term of the Agreement is for a period of sixty (60) days after issuance of a Notice to Proceed to execute and complete the work. This Agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with Paragraphs 13 and 14 below. All work for which AIPP funds are to be expended must be completed by the stated termination date.

2. SCOPE OF SERVICES: The Artist shall perform all services, and provide and furnish all supplies, materials, and equipment as necessary for transportation, creation, and installation of artwork as follows:

1) A Large (51.7" x 26.7") Limited Edition (Edition 1 of 10) framed, archival fine art image of Mule Key in the Key West National Wildlife Refuge entitled "Mule Key". Medium: Fuji Crystal Archive photographic print mounted on Alu-Dibond [Exhibit D].
2) A Medium (23.1" x 17.7") Limited Edition (Edition 1 of 10) framed, fine art photograph featuring the surface and subsurface structure of the iconic aquatic mangrove landmass of Monroe County entitled "Mangrove Environment". The image was created at Mud Key in the Great White Heron National Wildlife Refuge. It is an original, framed fine art photograph that has yet to be exhibited. [Exhibit E]

Services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement. The Artist shall confer with and coordinate activities with Elizabeth Young, Executive Director of the Florida Keys Council of the Arts, in order to ensure that there is as much cooperation and cohesiveness in the incorporation of the art in or around the building and so that there shall be the least amount of interference between the Artist and the Supervisor of Elections, Key West Office personnel or any other County staff.

3. AMOUNT OF AGREEMENT AND PAYMENT: The County shall pay a total contract amount not to exceed **Twelve Hundred, Fifty ($1,250.00) Dollars**, which shall constitute full and complete compensation for all services performed and materials furnished by the Artist under this Agreement. The above-referenced amount comprises payment for the following discreet works of art: 1) "Mule Key": $750.00; 2) "Mangrove Environment": $500.00. The Board of County Commissioners assumes no liability to fund this agreement for an amount in excess of this award. Monroe County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the BOCC. Pursuant to Florida's Prompt Payment Act, upon receipt by County of an Invoice for the production and installation of the completed artwork **and documentation as noted herein** to satisfy the Monroe County Office of the Clerk of Court and Comptroller ((hereinafter referred to as "County Clerk") that the artwork has been completed, installed and accepted, Payment shall be made in the amount set forth above.

Payment shall be made upon presentation of an original invoice and documentation necessary to support the completion of the work. The Artist shall submit to the County invoices with supporting documentation that are acceptable to the County Clerk. Acceptability to the County Clerk is based on generally accepted accounting principles and such laws, rules, and regulations as may govern the County Clerk's disbursal of funds. Any invoices and/or other documentation shall be submitted to the Executive Director, Florida Keys Council of the Arts, c/o Art in Public Places, at 1100 Simonton Street, Suite 2-263, Key West, Florida 33040, or via email to director@keysarts.com. The Artist shall also provide release of liens, if applicable.

Final payment request must be submitted no later than sixty (60) days after the completion of the project.

4. TAXES: Should any state or federal sales, use, or excise taxes, or similar charges relating to the services and materials under this Agreement become due, such taxes shall be paid by the Artist in a timely fashion.

5. OWNERSHIP and RIGHTS: Upon the installation of the artwork and acceptance by the County, the County shall own the artwork and title to the artwork shall pass to the County. This Article 5 and the Artist's signature on this Agreement shall constitute and be construed as the Artist's express waiver of rights as provided in 17 U.S.C. §106A, et al. , to the extent that the artwork may be removed, adjusted, replaced, and/or relocated, as deemed necessary by the County without obtaining a waiver or permission from the Artist, and that modification to the artwork resulting from conservation or public presentation involving lighting and placement is not prohibited modification or considered alteration, distortion, or mutilation of the artwork. The Artist agrees that the County as owner of the building and/or property that includes the artwork may, without the consent or permission of the Artist, make or authorize the making of alterations and/or destruction of such building and/or property. The Artist agrees that, where the artwork may be created or conceived in any fashion by more than one author/artist, the Artist's signature and waiver binds the entire group of authors/artists.

6. MAINTENANCE OF RECORDS: The Artist shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be maintained for a period of seven (7) years from the termination of this Agreement or in accordance with the State of Florida retention schedules (https://dos.fl.gov/library-archives/records-management/general-records-schedules/), whichever is greater. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and the applicable retention period following the termination of this Agreement. For Public Records requirements, see Paragraph 24 below.

Right to Audit

Availability of Records. The records of the parties to this Agreement relating to the Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by the County or the County Clerk to substantiate charges related to this agreement, and all other agreements, sources of information and matters that may in the County's or the County Clerk's reasonable judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document (all foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction by the County's representative and/or agents or the County Clerk. The County or County Clerk may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, subcontractors, suppliers, and contractors' representatives. All records shall be kept for seven (7) years after Final Completion of the Project. The County Clerk possesses the independent authority to conduct an audit of records, assets, and activities relating to this Project. If any auditor employed by Monroe County or the County Clerk determines that monies paid to the Artist/Contractor. pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the Artist/Contractor, the Artist/Contractor shall repay the monies together with interest calculated pursuant to Section 55.03, Florida Statutes, running form the date the monies were paid to the Contractor. The *right to audit* provisions survives the termination of expiration of this Agreement.

7. MODIFICATIONS AND AMENDMENTS: Any and all modifications of the terms of this Agreement or any changes in the design of the artwork shall be only amended in writing and approved by the BOCC. Extensions of time, as requested by either party, to complete any terms or conditions of this Agreement must be made in writing and must be approved by the BOCC, which said consent shall not be unreasonably withheld.

8. INDEPENDENT CONTRACTOR: At all times and for all purposes hereunder, the Artist is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this Agreement shall be construed as to find the Artist or any of its employees, contractors, servants, or agents to be employees of the Board of County Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges, or benefits of employees of Monroe County.

9. COMPLIANCE WITH LAW: In carrying out its obligations under this Agreement, the Artist shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of this Agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Artist.

10. HOLD HARMLESS/INDEMNIFICATION: The Artist hereby agrees to defend, indemnify, and hold harmless the BOCC, Florida Keys Council of the Arts, AIPP Committee and Monroe County and any of their elected and appointed officers, officials, agents, servants, and employees from and against any and all claims, demands, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements, or judgments arising directly or indirectly under this Agreement. The Artist shall immediately give notice to the County of any suit, claim, or action made against the County that is related to the activity under this Agreement and will cooperate with the County in the investigation arising as a result of any suit, action, or claim related to this Agreement. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this Agreement. This indemnification shall survive the termination or expiration of this Agreement.

11. NONDISCRIMINATION. The Artist and County agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The Artist and County agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of disability; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

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12. ANTI-KICKBACK: The Artist warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County has any interest, financially or otherwise, in the said funded project, except for general membership. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

13. TERMINATION: This Agreement shall terminate pursuant to Paragraph 1. Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this Agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the continuation of this Agreement pursuant to the terms specified herein, this Agreement may then be terminated immediately by written notice of termination delivered in person or by mail to the Artist. The County may terminate this Agreement without cause upon giving sixty (60) days' written notice of termination to the Artist. The County shall not be obligated to pay for any services or goods provided by the Artist after the Artist has received written notice of termination.

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

14. TERMINATION FOR BREACH: The County may immediately terminate this Agreement for any breach of the terms contained herein. Such termination shall take place immediately upon receipt of written notice of said termination. Any waiver of any breach of covenants herein contained to be kept and performed by the Artist shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same conditions or of any other conditions.

15. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the County and the Artist. Any amendment to this Agreement shall be in writing, approved by the Board of County Commissioners, and signed by both parties before it becomes effective.

16. GOVERNING LAW, INTERPRETATION, AND CONSENT TO JURISDICTION: This Agreement, its performance, and all disputes arising hereunder, shall be governed by the laws of the State of Florida, and both parties agree that the proper venue for any actions shall be in Monroe County. The County and the Artist agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between them, the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

17. EMPLOYMENT OR RETENTION OF FORMER COUNTY OFFICERS OR EMPLOYEES: The Artist warrants that he/she has not employed, retained or otherwise had act on his/her behalf any former County officer or employee subject to the prohibition of Section 2-149, Monroe County Code of Ordinances or any County officer or employee in violation of Section 2-150, Monroe County Code of Ordinances. For breach or violation of the provision the County may, at its discretion, terminate this Agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee pursuant to Subsection 2-152(b), Monroe County Code of Ordinances.

18. PUBLIC ENTITY CRIME STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The Artist represents that the Artist is not on the Convicted Vendor list.

19. AUTHORITY: The Artist warrants that he or she is authorized by law to engage in the performance of the activities encompassed by the project herein described. Each of the signatories for the Artist below is authorized to contract the Artist's services. The County warrants that it has all required authority to enter into this Agreement and to be bound by the terms hereof. Each party agrees that it has had ample opportunity to submit this Agreement to legal counsel of its choice and enters into this Agreement freely, voluntarily, and with advice of counsel.

20. LICENSING AND PERMITS: The Artist warrants that he or she shall have, prior to commencement of work under this Agreement and at all times during said work, all required licenses and permits whether Federal, State, County, or City.

21. INSURANCE: The Artist agrees that he or she maintains in force at its own expense a liability insurance policy which will insure and indemnify the Artist and the County from any suits, claims or actions brought by any person or persons and from all costs and expenses occurring during the Agreement or thereafter that results from performance by the Artist of the obligations set forth in this Agreement. At all times during the term of the Agreement and for one (1) year after acceptance of the project, **unless the requirement is waived by the Monroe County Risk Manager,** the Artist shall maintain on file with the County a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. All insurance policies must specify that they are not subject to cancellation, non-renewal, material change or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

Acceptance and/or approval of the Artist's insurance shall not be construed as relieving the Artist from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, 1100 Simonton Street, its employees and officials will be included as "Certificate Holder" and "Additional Insured" on all policies except worker's compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County form titled "Request for Waiver of Insurance Requirements" attached hereto as **Exhibit "B"** and must be approved by the Office of Monroe County Risk Management. The following coverages shall be provided prior to commencement of work governed by this contract:

1. Workers' Compensation if, and as required by Florida Statutes. If the Artist has no employees as defined by Florida Statutes and Regulations, the Artist shall submit a letter stating that he or she is exempt from this requirement.

2. General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

$300,000 Combined Single Limit (CSL)

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

22. UNCONTROLLABLE CIRCUMSTANCE/FORCE MAJEURE: Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable: (a) acts of God; (b) flood, fire, earthquake, explosion, tropical storm, hurricane or other declared emergency in the geographic area of the Project; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest in the geographic area of the Project; (d) government order or law in the geographic area of the Project; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority prohibiting work in the geographic area of the Project; (each, an "Uncontrollable Circumstance"). The Artist's financial inability to perform, changes in cost or availability of materials, components, services, market conditions, or supplier actions or contract

disputes will not excuse performance by the Artist under this Section. The Artist shall give the County written notice within seven (7) days of any event or circumstance that is reasonably likely to result in an Uncontrollable Circumstance, or as soon as possible after such Uncontrollable Circumstance has occurred if reasonably anticipated, and the anticipated duration of such Uncontrollable Circumstance. The Artist shall use all diligent efforts to end the Uncontrollable Circumstance, ensure that the effects of any Uncontrollable Circumstance are minimized and resume full performance under this Agreement. The County will not pay additional costs as a result of an Uncontrollable Circumstance. The Artist may only seek a no cost Change Order for such reasonable time as the County's Representative may determine.

23. DEATH OR INCAPACITY: If the Artist becomes unable to complete this Agreement due to death or incapacity, such death or incapacity will not be deemed a breach of this Agreement or a default on the part of the Artist for the purpose of Paragraphs 13 or 14, Termination. However, nothing in this paragraph shall obligate the County to accept the artwork for this Project.

In the event of incapacity, the Artist shall assign the Artist's obligations and services under this Agreement to another artist provided that the County, in its sole discretion, approves of the new artist. Alternatively, the County may elect to terminate this Agreement. Should the County terminate this Agreement, the Artist shall retain all rights he or she is entitled to under this Agreement. The artwork and any reproductions thereof shall contain credit to the Artist and any copyright notice, if applicable.

In the event of death, this Agreement shall terminate effective the date of death. Should the Agreement terminate due to the Artist's death, the Artist's heirs shall retain all rights under this Agreement to which the Artist would have been entitled.

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

The Artist is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to Section 119.0701, Florida Statutes and the terms and conditions of this contract, the Artist is required to:

(1) Keep and maintain public records that would be required by the County to perform the service.
(2) Upon request from the County's custodian of records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Artist does not transfer the records to the County.
(4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Artist or keep and maintain public records that would be required by the County to perform the service. If the Artist transfers all public records to the County upon completion of the contract, the Artist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Artist keeps and maintains public records upon completion of the contract, the Artist shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of records, in a format that is compatible with the information technology systems of the County.
(5) A request to inspect or copy public records relating to a County contract must be made directly to the County, but if the County does not possess the requested records, the County shall immediately notify the Artist of the request, and the Artist must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

If the Artist does not comply with the County's request for records, the County shall enforce the public records contract provisions in accordance with the contract, notwithstanding the County's option and right to unilaterally cancel this contract upon violation of this provision by the Artist. An Artist who fails to provide the public records to the County or pursuant to a valid public records request within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: MONROE COUNTY ATTORNEY'S OFFICE, 1111 12TH ST., SUITE 408, KEY WEST, FL 33040, publicrecords@monroecounty-fl.gov, (305) 292-3470.

25. RISK OF LOSS: Risk of loss or damage to the artwork shall be borne by the Artist until acceptance of the artwork by the County as indicated after the final payment has been made. The Artist shall carry insurance sufficient to cover the purchase price of the artwork to cover the risk of loss or damage to the artwork until final acceptance by the County. The Artist shall take such measures as are reasonably necessary to protect the artwork from loss or damage.

26. NOTICE: Any notice or correspondence required or permitted under this Agreement shall be in writing and hand delivered or sent by United States Mail, postage prepaid, to the other party by certified mail, return receipt requested, or by courier with proof of delivery. The place of giving Notice shall remain the same as set forth herein until changed in writing in the manner provided in this paragraph. Notice is deemed received by the Artist when hand delivered by national courier with proof of delivery or by U.S. Mail upon verified receipt or upon the date of refusal or non-acceptance of delivery. Notices shall be sent to the following addresses:

For Artist:

Jeffrey Cardenas
1403 Washington Street
Key West, Florida 33040

For County:

Florida Keys Council of the Arts
1100 Simonton Street, Suite 2-263
Key West, Florida 33040

and

Monroe County Attorney
P. O. Box 1026
Key West, Florida 33041

27. WARRANTIES OF QUALITY AND CONDITION: The Artist represents and warrants that all work will be performed in accordance with professional standards and the artwork, as fabricated and installed, will be free from defects in material and workmanship which may cause or accelerate deterioration of the artwork and that reasonable maintenance of the artwork will not require procedures substantially in excess of those described in the Artist's maintenance recommendations manual or proposal. The Artist represents and warrants that the artwork and the materials used are not currently known to be harmful to public health and safety. The warranties described in this Article shall survive for a period of five (5) years after final acceptance of the artwork, with periodically required

maintenance by the County, according to instructions provided by the Artist. The County shall give written notice to the Artist of any breach of this warranty during the five (5) year period. The Artist shall, at no cost to the County, cure reasonably and promptly the breach of warranty by means of repair, restoration, refurbishing, re-creation, or replacing the artwork.

28. REPAIRS AND RESTORATION: The County reserves the right to determine when and if repairs and restorations to the artwork will be made after final acceptance. Repairs and restorations to the artwork occurring five (5) years after the County's final acceptance of the artwork will be the responsibility and at the expense of the County.

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

30. ATTORNEY FEES AND COSTS: The County and Artist agree that, in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs as an award against the non-prevailing party, and shall include attorney's fees and courts costs in appellate proceedings.

31. BINDING EFFECT: The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Artist and their respective legal representatives, successors, and assigns.

32. ADJUDICATION OF DISPUTES OR DISAGREEMENTS: The County and Artist agree that all disputes and disagreements shall attempt to be resolved by meet and confer sessions between representatives of each of the parties. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. This Agreement is not subject to arbitration. This provision does not negate or waive the provisions of Paragraphs 13 and 14 of this Agreement concerning termination.

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

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

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

36. NON-WAIVER OF IMMUNITY: Notwithstanding the provisions of Section 768.28, Florida Statutes, the participation of the Artist and the County in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

37. ATTESTATIONS: The Artist agrees to execute such documents as the County may reasonably require, to include but not be limited to, a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement, attached hereto as **Exhibit "C"** and made a part hereof.

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

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

40. AGREEMENTS WITH SUBCONTRACTORS: In the event that the Artist subcontracts any or all of the work in this Project to any third party, the Artist specifically agrees to identify the County as an additional insured on all insurance policies required by the County. In addition, the Artist specifically agrees that all agreements or contracts of any nature with his subcontractors shall include the County as an additional insured.

41. E-VERIFY SYSTEM: Beginning January 1, 2021, in accordance with Section 448.095, Florida Statutes, as may be amended from time to time, if applicable, the Artist and any subcontractor shall register with and shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Artist during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the Contract term. Any subcontractor shall provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Artist shall comply with and be subject to the provisions of Section 448.095, Florida Statutes. Pursuant to Section 448.095, Florida Statutes:

> 1. A public agency, Bidder, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes shall terminate the contract with the person or entity.
> 2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the Bidder otherwise complied with this subsection, shall promptly notify the Bidder and order the Bidder to immediately terminate the contract with the subcontractor.
> 3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a Bidder under this paragraph, the Bidder may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A Bidder is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

42. CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed more strictly against one party than against another merely by virtual of the fact that it may have been prepared by one of the parties, it being acknowledged that both the Artist and the County have substantially and materially contributed to the preparation thereof.

43. AFFIDAVIT OF NO LIENS: The Artist and the County certify that there are no liens against the artworks entitled "Mule Key," and "Mangrove Environment" designed by Artist, nor will there be at the completion of this Project.

44. ENUMERATION OF CONTRACT DOCUMENTS: The Contract Documents, except for Modifications or Amendments issued after execution of this Agreement, are enumerated as the Request for Proposals, the Addenda, if any, the Artist Application, the Artist design, models, and specifications of the artwork and budget, the Artist's insurance, and this Agreement executed between the Artist and County, along with all executed Monroe County applicable forms.

45. FURTHER ASSURANCES: The parties shall promptly execute all documents reasonably required and take such other steps in addition to the execution of this Agreement to effectuate the intent and purpose of this Agreement.

46. EXECUTION IN COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which when taken together will constitute the Agreement. If any signature is delivered by email delivery of a ".pdf" format data file, such signature will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if the ".pdf" signature was an original signature. The Contractor transmitting an electronic signature will provide the inked original to the County, at the County's request.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

IN WITNESS THEREOF, the parties hereto have caused this Monroe County Art in Public Places Award Agreement to be executed on the day and date first above written.

Execution by the Artist must be by a person with authority to bind the entity. **The signature of the person executing the document must be notarized and witnessed by another officer of the entity, or by two (2) other witnesses.**

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairperson

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
JOSEPH DINOVO
ASSISTANT COUNTY ATTORNEY
DATE: 3-24-2025

WITNESSES:

1) Taylor N
Signature

Taylor Noe
Print Name
DATE: DATE: 3/26/25

2) _____
Signature

Audrey Perry
Print Name
DATE: 3/26/25

ARTIST:

JEFFREY GARDENAS

Signature

Print Name
DATE: 3/26/25

STATE OF Florida COUNTY OF Monroe

On this 26th day of March, 2025, before me, the undersigned notary public, by means of ☒ physical presence or ☐ online, personally appeared _____, known to me to be the person whose name is subscribed above or who produced FL DL as identification, and acknowledged that he/she is the person who executed the above contract with Monroe County for the artwork at the Supervisor of Elections, Key West Office, for the purposes therein contained.

Notary Public

Taylor N
Name

My Commission Expires:

_____

(SEAL)

TAYLOR N NOE
MY COMMISSION # HH 426991
EXPIRES: July 27, 2027

EXHIBIT “A”

Travel Reimbursement Voucher
(If Applicable)

EXHIBIT “B”

Request for Waiver of Insurance Requirements

MONROE COUNTY, FLORIDA
REQUEST FOR WAIVER OF INSURANCE REQUIREMENTS

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract.

Contractor/Vendor: JEFFREY CARDENAS

Project or Service: ART IN PUBLIC PLACES
MONROE COUNTY, FLORIDA

Contractor/Vendor Address & Phone: 1403 WASHINGTON ST
KEY WEST, FL 33040
305 395-0799

General Scope of Work:

(1) LARGE LIMITED EDITION FRAMED ACHIVAL IMAGE
(1) MED LIMITED EDITION FRAME ARCHIVA IMAGE

Reason for Waiver or Modification: PRODUCTION AND DELIVERY OF IMAGES AT GROUND LEVEL. NO LADDERS OR POWER TOOLS NECESSARY FOR INSTALLATION.

Policies Waiver or Modification will apply to: GENERAL SCOPE of WORK

- Workers Compensation Coverage
- General Liability Coverage

Signature of Contractor/Vendor: [signature]

Date: 04/03/25 Approved ✓ Not Approved _____

Risk Management Signature: Gaelan Jones

Date: _____

County Administrator appeal:

Approved: _____ Not Approved: _____

Date: _____

Board of County Commissioners appeal:

Approved: _____ Not Approved: _____

Meeting Date: _____

20

GPJ 4/3/25 - contractor is individual, not subject to WC insurance requirements. GL waived due to nature of services and low contract value

EXHIBIT “C”

Monroe County Forms

COUNTY FORMS AFFIDAVIT

I, Jeffrey Cardenas of the City of Key West according to law on my oath, and under penalty of perjury, depose and say that:

I am Sole Proprietor of the firm of Jeffry Cardenas ("CONTRACTOR/CONSULTANT"), the bidder making the Proposal for the project described in the Request for Proposals for Art in Public Places - Supervisor of Elections and that I executed the said proposal with full authority to do so.

By signing this Affidavit, CONTRACTOR/CONSULTANT has sworn or affirmed to the following requirements as set forth in the **Public Entity Crime Statement**, **Lobbying and Conflict of Interest Statement**, **Drug-Free Workplace Statement**, **Vendor Certification Regarding Scrutinized Companies List, Non-Collusion Statement, Foreign Countries of Concern, and Common Carrier** as set forth below.

Public Entity Crime Statement

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

The CONTRACTOR/CONSULTANT certifies and agrees that CONTRACTOR/CONSULTANT nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

Ethics Clause

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

Drug-Free Workplace

In accordance with the Florida Statutes, Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program.

CONTRACTOR/CONSULTANT in accordance with Florida Statute 287.087 hereby certifies that CONTRACTOR/CONSULTANT shall:

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

The person authorized to sign this Affidavit certifies that CONTRACTOR/CONSULTANT complies fully with the above requirements.

Vendor Certification Regarding Scrutinized Companies Lists

CONTRACTOR/CONSULTANT agrees and certifies compliance with the following:

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List which were created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of CONTRACTOR/CONSULTANT, I hereby certify that the company identified above as "CONTRACTOR/CONSULTANT" is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel and for Projects of $1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria.

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

Vendor has reviewed Section 287.135, Florida Statutes, and in accordance with such provision of Florida law, is eligible to bid on, submit a proposal for, or enter into or renew a contract with Monroe County for goods or services.

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

Non-Collusion Affidavit

CONTRACTOR/CONSULTANT, by signing this Affidavit, according to law on my oath, and under penalty of perjury, depose and say that the person signing on behalf of the firm of CONTRACTOR/CONSULTANT, the bidder making the Proposal for the project described in the Scope of Work, and that I executed the said proposal with full authority to do so; the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition.

Foreign Countries of Concern

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by Section 287.138, Florida Statutes, which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. If being awarded the Contract, or otherwise entering into the Contract, would grant Contractor access to an individual's personal identifying information, pursuant to Section 287.138, Florida Statutes, the undersigned, on behalf of Contractor, hereby certifies, represents, and warrants that the Contractor is not affiliated with a foreign country of concern, as such countries are identified in Subssection 287.138(1), Florida Statutes. The undersigned additionally certifies, represents, and warrants that: (A) Contractor is not owned by a foreign country of concern; (B) the government of a foreign country of concern does not have a controlling interest in Contractor; and (C) Contractor is not organized under the laws of nor has its principal place of business in a foreign country of concern.

Common Carrier

If Contractor is a common carrier, as defined by Section 908.111, Florida Statutes, then Contractor hereby certifies that it is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

THE STATEMENTS CONTAINED IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT MONROE COUNTY RELIES UPON THE TRUTH OF THE STATEMENTS CONTAINED IN THIS AFFIDAVIT IN AWARDING CONTRACTS FOR SAID PROJECT.

UNDER PENALTIES OF PERJURY, I HEREBY CERTIFY AND DECLARE THAT I HAVE READ AND UNDERSTAND THE FOREGOING AFFIDAVIT. PURSUANT TO THE AUTHORITY GRANTED TO THE UNDERSIGNED BY CONTRACTOR, THE UNDERSIGNED HEREBY ACKNOWLEDGES, AFFIRMS, AND MAKES THE ABOVE SWORN CERTIFICATIONS ON BEHALF OF CONTRACTOR.

_____ 26 MARCH 25

(Signature of Respondent/Contractor) (Date)

SOLE PROPRIETOR

(Title)

STATE OF Florida
COUNTY OF Monroe

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of [X] physical presence or [ ] online notarization this 26th day of March, 2025, by _____.

TAYLOR N. NOE
MY COMMISSION # HH 426991
EXPIRES: July 27, 2027

_____
Signature of Notary Public-State of Florida

_____
Name of Notary
My commission expires: _____
OR Produced Identification _____

Personally Known _____
Type of Identification Produced FL DL

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT

FOR LABOR OR SERVICES

Entity/Vendor Name: JEFFREY CARDENAS
Vendor FEIN: _____
Vendor's Authorized Representative: _____
(Name and Title)
Address: 1403 WASHINGTON ST
City: KEY WEST State: FL Zip: 33040
Phone Number: 3053950799
Email Address: JEFFREYCARDENAS@MAC.COM

As a non-governmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Subsection 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify under penalties of perjury that Vendor does not use coercion for labor or services in accordance with Section 787.06. Additionally, Vendor has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

Certified By: JEFFREY CARDENAS, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____
Print Name: JEFFREY CARDENAS
Title: SOLE PROPRIETOR

EXHIBIT “D”



EXHIBIT “E”



COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: C11
2023-3868

BULK ITEM: Yes

DEPARTMENT: Project Management

TIME APPROXIMATE:
N/A

STAFF CONTACT: Cary Vick

AGENDA ITEM WORDING:

Approval of an Agreement with Fran Decker in the amount of $2,200.00 for public art for the Supervisor of Elections - Key West Office Project recommended by the Art in Public Places (AIPP) Selection Committee and the Florida Keys Council of the Arts (FKCA).

ITEM BACKGROUND:
Section 2-233, Monroe County Code (Ordinance No. 022-2001) provides for an appropriation of 1% of the construction costs for new construction exceeding $500,000 and renovations exceeding $100,000 to be set aside to promote understanding and enrich the public environment for residents and visitors.

The new location of the Supervisor of Elections Office is located at the old Bayshore Manor on Stock Island which was recently renovated and work has been completed. A Request for Proposals for Art in Public Places (AIPP) was advertised on October 19, 2024, and eight (8) applicants submitted proposals. The AIPP Committee met on November 19, 2024, and three (3) artists are recommended for approval.

Based on responses submitted to the RFP on November 12, 2024, the AIPP Committee selected Fran Decker to provide public artwork for the renovated Supervisor of Elections Office - Key West.

The original artwork will be composed of the following:

Production of two (2) newly created original 24” x 24” unframed acrylic paintings on canvas depicting botanical, tropical and/or garden themes.

Upon completion of the paintings and acceptance by the County, the Artist shall provide images of the finished works with their respective titles to be incorporated into the attached Agreement by an Amendment thereto executed by the Artist and the County and designated in the Amendment as Exhibit D and Exhibit E to the Agreement, respectively.

The contract amount is $2,200.00.

PREVIOUS RELEVANT BOCC ACTION:
N/A

INSURANCE REQUIRED:
Yes

CONTRACT/AGREEMENT CHANGES:
GPJ 4/1/25 - As per Section 21, contractor to provide General Liability @ $300K and WC insurance unless waived by Risk Manager via signed Insurance Waiver Form. Risk approval subject to contractor submission of COI or Risk approval of insurance waiver before contract signing. GPJ to follow up with BE on 4/4 if no submission received before then

STAFF RECOMMENDATION: Approval of Agreement.

DOCUMENTATION:

AIPP Agreement_Fran Decker_signed.pdf
Waiver Request - F. Decker signed 4.7.25.pdf

FINANCIAL IMPACT:

Total Dollar Value of Contract: $2,200.00

Total Cost to County: $2,200.00

Current Year Portion: $2,200.00

Budgeted: Yes

Source of Funds: 304-24014

COI will be provided upon Contract approval

Monroe County Art in Public Places Award Agreement
Supervisor of Elections Office

This AGREEMENT dated the 16th day of April, 2025, is entered into by and between the BOARD OF COUNTY COMMISSIONERS FOR MONROE COUNTY, hereinafter "County" or "BOCC", whose address is 1100 Simonton Street, Key West, Florida 33040, and Fran Decker, hereinafter "Artist" or "Contractor", whose address is 600 Elizabeth Street; Key West, Florida 33040.

WHEREAS, the Monroe County BOCC recognizes the extent of cultural resources available in the county for development, promotion, and enjoyment of the arts. It is the intent of the BOCC to enrich culturally and benefit the citizens of this county through the establishment of Art in Public Places; and

WHEREAS, the Art in Public Places Ordinance No. 022-2001 (AIPP Ordinance), codified at Monroe County Code §2-233, authorizes the allocation of one percent (1%) of the County's construction costs for new construction exceeding $500,000.00 and renovations exceeding $100,000.00 to be set aside in a fund and used for acquisition, commission, installation, and maintenance of works of art to be used in, upon, or around the new or renovated County buildings; and

WHEREAS, the AIPP Ordinance established an Arts in Public Places Committee (AIPP) to review responses to Requests for Proposals for art to be acquired, commissioned, installed, and maintained in public construction projects and to advise the BOCC regarding the art subject to the AIPP allocation; and

WHEREAS, the BOCC desires to acquire public artwork to be installed, placed, and/or located at the Supervisor of Elections – Key West Office Project (Key West, Monroe County, Florida), to promote understanding and awareness of the visual arts and to enrich the public environment for residents and visitors; and

WHEREAS, in conformity with the AIPP Ordinance, MCC §2-233, and a Request for Proposals, the Artist was selected by the AIPP Committee to provide public artwork for this location; and

WHEREAS, the Artist wishes to create a unique piece(s) of artwork to be installed in a public space inside the Supervisor of Elections Office in Monroe County, Florida ("Project"); and

WHEREAS, the Artist and County wish to undertake the obligations expressed herein.

NOW, THEREFORE, in consideration of the mutual covenants and payments contained herein, the parties have entered into this Agreement on the terms and conditions as set forth below:

1. AGREEMENT PERIOD: This Agreement shall be effective on the date that this contract has been approved by the BOCC and is signed by both parties. The term of the Agreement is for a period of sixty (60) days after issuance of a Notice to Proceed to execute and complete the work. This Agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance

with Paragraphs 13 and 14 below. All work for which AIPP funds are to be expended must be completed by the stated termination date.

2. SCOPE OF SERVICES: The Artist shall perform all services, and provide and furnish all supplies, materials, and equipment as necessary for transportation, creation, and installation of artwork as follows:

Production of two (2) newly created original 24" x 24" unframed acrylic paintings on canvas depicting botanical, tropical and/or garden themes. Upon completion of the paintings and acceptance by the County, the Artist shall provide images of the finished works with their respective titles to be incorporated into this Agreement by an Amendment hereto executed by the Artist and the County and designated in the Amendment as Exhibit D and Exhibit E to this Agreement, respectively.

Services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement. The Artist shall confer with and coordinate activities with Elizabeth Young, Executive Director of the Florida Keys Council of the Arts, in order to ensure that there is as much cooperation and cohesiveness in the incorporation of the art in or around the building and so that there shall be the least amount of interference between the Artist and the Supervisor of Elections, Key West Office, personnel or any other County staff.

3. AMOUNT OF AGREEMENT AND PAYMENT: The County shall pay a total contract amount not to exceed **Two Thousand, Two Hundred ($2,200.00) Dollars**, which shall constitute full and complete compensation for all services performed and materials furnished by the Artist under this Agreement. The Board of County Commissioners assumes no liability to fund this agreement for an amount in excess of this award. Monroe County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the BOCC. Pursuant to Florida's Prompt Payment Act, upon receipt by County of an **Invoice for the production and installation of the completed artwork and documentation as noted herein** to satisfy the Monroe County Office of the Clerk of Court and Comptroller ((hereinafter referred to as "County Clerk") that the artwork has been completed, installed and accepted, payment shall be made in the amount set forth above.

Payment shall be made upon presentation of an original invoice and documentation necessary to support the completion of the work. The Artist shall submit to the County invoices with supporting documentation that are acceptable to the County Clerk. Acceptability to the County Clerk is based on generally accepted accounting principles and such laws, rules, and regulations as may govern the County Clerk's disbursal of funds. Any invoices and/or other documentation shall be submitted to the Executive Director, Florida Keys Council of the Arts, c/o Art in Public Places, at 1100 Simonton Street, Suite 2-263, Key West, FL 33040, or via email to director@keysarts.com. The Artist shall also provide release of liens, if applicable.

Final payment request must be submitted no later than sixty (60) days after the completion of the project.

4. TAXES: Should any state or federal sales, use, or excise taxes, or similar charges relating to the services and materials under this Agreement become due, such taxes shall be paid by the Artist in a timely fashion.

5. OWNERSHIP and RIGHTS: Upon the installation of the artwork and acceptance by the County, the County shall own the artwork and title to the artwork shall pass to the County. This Article 5 and the Artist's signature on this Agreement shall constitute and be construed as the Artist's express waiver of rights as provided in 17 U.S.C. §106A, et al. , to the extent that the artwork may be removed, adjusted, replaced, and/or relocated, as deemed necessary by the County without obtaining a waiver or permission from the Artist, and that modification to the artwork resulting from conservation or public presentation involving lighting and placement is not prohibited modification or considered alteration, distortion, or mutilation of the artwork. The Artist agrees that the County as owner of the building and/or property that includes the artwork may, without the consent or permission of the Artist, make or authorize the making of alterations and/or destruction of such building and/or property. The Artist agrees that, where the artwork may be created or conceived in any fashion by more than one author/artist, the Artist's signature and waiver binds the entire group of authors/artists.

6. MAINTENANCE OF RECORDS: The Artist shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be maintained for a period of seven (7) years from the termination of this Agreement or in accordance with the State of Florida retention schedules (https://dos.fl.gov/library-archives/records-management/general-records-schedules/), whichever is greater. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and the applicable retention period following the termination of this Agreement. For Public Records requirements, see Paragraph 24 below.

Right to Audit

Availability of Records. The records of the parties to this Agreement relating to the Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by the County or the County Clerk to substantiate charges related to this agreement, and all other agreements, sources of information and matters that may in the County's or the County Clerk's reasonable judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document (all foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction by the County's representative and/or agents or the County Clerk. The County or County Clerk may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through

interviews and written confirmations with employees, subcontractors, suppliers, and contractors' representatives. All records shall be kept for seven (7) years after Final Completion of the Project. The County Clerk possesses the independent authority to conduct an audit of records, assets, and activities relating to this Project. If any auditor employed by Monroe County or the County Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the Artist/Contractor, the Artist/Contractor shall repay the monies together with interest calculated pursuant to Section 55.03, Florida Statutes, running form the date the monies were paid to the Contractor. The *right to audit* provisions survives the termination or expiration of this Agreement.

7. MODIFICATIONS AND AMENDMENTS: Any and all modifications of the terms of this Agreement or any changes in the design of the artwork shall be only amended in writing and approved by the BOCC. Extensions of time, as requested by either party, to complete any terms or conditions of this Agreement must be made in writing and must be approved by the BOCC, which said consent shall not be unreasonably withheld.

8. INDEPENDENT CONTRACTOR: At all times and for all purposes hereunder, the Artist is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this Agreement shall be construed as to find the Artist or any of its employees, contractors, servants, or agents to be employees of the Board of County Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges, or benefits of employees of Monroe County.

9. COMPLIANCE WITH LAW: In carrying out its obligations under this Agreement, the Artist shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of this Agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Artist.

10. HOLD HARMLESS/INDEMNIFICATION: The Artist hereby agrees to defend, indemnify, and hold harmless the BOCC, Florida Keys Council of the Arts, AIPP Committee and Monroe County and any of their elected and appointed officers, officials, agents, servants, and employees from and against any and all claims, demands, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements, or judgments arising directly or indirectly under this Agreement. The Artist shall immediately give notice to the County of any suit, claim, or action made against the County that is related to the activity under this Agreement and will cooperate with the County in the investigation arising as a result of any suit, action, or claim related to this Agreement. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this Agreement. This indemnification shall survive the termination or expiration of this Agreement.

11. NONDISCRIMINATION. The Artist and County agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The Artist and County agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include, but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of disability; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

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12. ANTI-KICKBACK: The Artist warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County has any interest, financially or otherwise, in the said funded project, except for general membership. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

13. TERMINATION: This Agreement shall terminate pursuant to Paragraph 1. Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this Agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the continuation of this Agreement pursuant to the terms specified herein, this Agreement may then be terminated immediately by written notice of termination delivered in person or by mail to the Artist. The County may terminate this Agreement without cause upon giving sixty (60) days' written notice of termination to the Artist. The County shall not be obligated to pay for any services or goods provided by the Artist after the Artist has received written notice of termination.

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

14. TERMINATION FOR BREACH: The County may immediately terminate this Agreement for any breach of the terms contained herein. Such termination shall take place immediately upon receipt of written notice of said termination. Any waiver of any breach of covenants herein contained to be kept and performed by the Artist shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same conditions or of any other conditions.

15. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the County and the Artist. Any amendment to this Agreement shall be in writing, approved by the Board of County Commissioners, and signed by both parties before it becomes effective.

16. GOVERNING LAW, INTERPRETATION, AND CONSENT TO JURISDICTION: This Agreement, its performance, and all disputes arising hereunder, shall be governed by the laws of the State of Florida, and both parties agree that the proper venue for any actions shall be in Monroe County. The County and the Artist agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between them, the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

17. EMPLOYMENT OR RETENTION OF FORMER COUNTY OFFICERS OR EMPLOYEES: The Artist warrants that he/she has not employed, retained or otherwise had act on his/her behalf any former County officer or employee subject to the prohibition of Section 2-149, Monroe County Code of Ordinances or any County officer or employee in violation of Section 2-150, Monroe County Code of Ordinances. For breach or violation of the provision the County may, at its discretion, terminate this Agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee pursuant to Subsection 2-152(b), Monroe County Code of Ordinances.

18. PUBLIC ENTITY CRIME STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold

amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The Artist represents that the Artist is not on the Convicted Vendor list.

19. AUTHORITY: The Artist warrants that he or she is authorized by law to engage in the performance of the activities encompassed by the project herein described. Each of the signatories for the Artist below is authorized to contract the Artist's services. The County warrants that it has all required authority to enter into this Agreement and to be bound by the terms hereof. Each party agrees that it has had ample opportunity to submit this Agreement to legal counsel of its choice and enters into this Agreement freely, voluntarily, and with advice of counsel.

20. LICENSING AND PERMITS: The Artist warrants that he or she shall have, prior to commencement of work under this Agreement and at all times during said work, all required licenses and permits whether Federal, State, County, or City.

21. INSURANCE: The Artist agrees that he or she maintains in force at its own expense a liability insurance policy which will insure and indemnify the Artist and the County from any suits, claims or actions brought by any person or persons and from all costs and expenses occurring during the Agreement or thereafter that results from performance by the Artist of the obligations set forth in this Agreement. At all times during the term of the Agreement and for one (1) year after acceptance of the project, **unless the requirement is waived by the Monroe County Risk Manager, the** Artist shall maintain on file with the County a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. All insurance policies must specify that they are not subject to cancellation, non-renewal, material change or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

Acceptance and/or approval of the Artist's insurance shall not be construed as relieving the Artist from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, 1100 Simonton Street, its employees and officials will be included as "Certificate Holder" and "Additional Insured" on all policies except worker's compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County form titled "Request for Waiver of Insurance Requirements" attached hereto as **Exhibit "B"** and must be approved by the Office of Monroe County Risk Management. The following coverages shall be provided prior to commencement of work governed by this contract:

1. Workers' Compensation if, and as required by Florida Statutes. If the Artist has no employees as defined by Florida Statutes and Regulations, the Artist shall submit a letter stating that he or she is exempt from this requirement.

2. General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations

- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

$300,000 Combined Single Limit (CSL)

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

22. UNCONTROLLABLE CIRCUMSTANCE/FORCE MAJEURE: Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable: (a) acts of God; (b) flood, fire, earthquake, explosion, tropical storm, hurricane or other declared emergency in the geographic area of the Project; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest in the geographic area of the Project; (d) government order or law in the geographic area of the Project; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority prohibiting work in the geographic area of the Project; (each, an "Uncontrollable Circumstance"). The Artist's financial inability to perform, changes in cost or availability of materials, components, services, market conditions, or supplier actions or contract disputes will not excuse performance by the Artist under this Section. The Artist shall give the County written notice within seven (7) days of any event or circumstance that is reasonably likely to result in an Uncontrollable Circumstance, or as soon as possible after such Uncontrollable Circumstance has occurred if reasonably anticipated, and the anticipated duration of such Uncontrollable Circumstance. The Artist shall use all diligent efforts to end the Uncontrollable Circumstance, ensure that the effects of any Uncontrollable Circumstance are minimized and resume full performance under this Agreement. The County will not pay additional costs as a result of an Uncontrollable Circumstance. The Artist may only seek a no cost Change Order for such reasonable time as the County's Representative may determine.

23. DEATH OR INCAPACITY: If the Artist becomes unable to complete this Agreement due to death or incapacity, such death or incapacity will not be deemed a breach of this Agreement or a default on the part of the Artist for the purpose of Paragraphs 13 or 14, Termination. However, nothing in this paragraph shall obligate the County to accept the artwork for this Project.

In the event of incapacity, the Artist shall assign the Artist's obligations and services under this Agreement to another artist provided that the County, in its sole discretion, approves of the new artist. Alternatively, the County may elect to terminate this Agreement. Should the County terminate this Agreement, the Artist shall retain all rights he or she is entitled to under this Agreement. The artwork and any reproductions thereof shall contain credit to the Artist and any copyright notice, if applicable.

In the event of death, this Agreement shall terminate. effective the date of death. Should the Agreement terminate due to the Artist's death, the Artist's heirs shall retain all rights under this Agreement to which the Artist would have been entitled thereto.

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

The Artist is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to Section 119.0701, Florida Statutes and the terms and conditions of this contract, the Artist is required to:

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

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

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

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

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

If the Artist does not comply with the County's request for records, the County shall enforce the public records contract provisions in accordance with the contract, notwithstanding the County's option and right to unilaterally cancel this contract upon violation of this provision by the Artist. An Artist who fails to provide the public records to the County pursuant to a valid public records request within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: MONROE COUNTY ATTORNEY'S OFFICE, 1111 12TH ST., SUITE 408, KEY WEST, FL 33040, publicrecords@monroecounty-fl.gov, (305) 292-3470.

25. RISK OF LOSS: Risk of loss or damage to the artwork shall be borne by the Artist until acceptance of the artwork by the County as indicated after the final payment has been made. The Artist shall carry insurance sufficient to cover the purchase price of the artwork to cover the risk of loss or damage to the artwork until final acceptance by the County. The Artist shall take such measures as are reasonably necessary to protect the artwork from loss or damage.

26. NOTICE: Any notice or correspondence required or permitted under this Agreement shall be in writing and hand delivered or sent by United States Mail, postage prepaid, to the other party by certified mail, return receipt requested, or by courier with proof of delivery. The place of giving Notice shall remain the same as set forth herein until changed in writing in the manner provided in this paragraph. Notice is deemed received by the Artist when hand delivered by national courier with proof of delivery or by U.S. Mail upon verified receipt or upon the date of refusal or non-acceptance of delivery. Notices shall be sent to the following addresses:

For Artist:

Fran Decker
600 Elizabeth Street
Key West, Florida 33040

For County:

Florida Keys Council of the Arts
1100 Simonton Street, Suite 2-263
Key West, FL 33040

and

Monroe County Attorney
P. O. Box 1026
Key West, FL 33041

27. WARRANTIES OF QUALITY AND CONDITION: The Artist represents and warrants that all work will be performed in accordance with professional standards and the artwork, as fabricated and installed, will be free from defects in material and workmanship which may cause or accelerate deterioration of the artwork and that reasonable maintenance of the artwork will not require procedures substantially in excess of those described in the Artist's maintenance recommendations manual or proposal. The Artist represents and warrants that the artwork and the materials used are not currently known to be harmful to public health and safety. The warranties described in this Article shall survive for a period of five (5) years after final acceptance of the artwork, with periodically required maintenance by the County, according to instructions provided by the Artist. The County shall give written notice to the Artist of any breach of this warranty during the five (5) year period. The Artist shall, at no cost to the County, cure reasonably and promptly the breach of warranty by means of repair, restoration, refurbishing, re-creation, or replacing the artwork.

28. REPAIRS AND RESTORATION: The County reserves the right to determine when and if repairs and restorations to the artwork will be made after final acceptance. Repairs and restorations to the artwork occurring five (5) years after the County's final acceptance of the artwork will be the responsibility and at the expense of the County.

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

30. ATTORNEY FEES AND COSTS: The County and Artist agree that, in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs as an award against the non-prevailing party, and shall include attorney's fees and courts costs in appellate proceedings.

31. BINDING EFFECT: The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Artist and their respective legal representatives, successors, and assigns.

32. ADJUDICATION OF DISPUTES OR DISAGREEMENTS: The County and Artist agree that all disputes and disagreements shall attempt to be resolved by meet and confer sessions between representatives of each of the parties. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. This Agreement is not subject to arbitration. This provision does not negate or waive the provisions of Paragraphs 13 and 14 of this Agreement concerning termination.

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

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

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

36. NON-WAIVER OF IMMUNITY: Notwithstanding the provisions of Section 768.28, Florida Statutes, the participation of the Artist and the County in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

37. ATTESTATIONS: The Artist agrees to execute such documents as the County may reasonably require, to include but not limited to, a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement, attached hereto as **Exhibit "C"** and made a part hereof.

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

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

40. AGREEMENTS WITH SUBCONTRACTORS: In the event that the Artist subcontracts any or all of the work in this Project to any third party, the Artist specifically agrees to identify the County as an additional insured on all insurance policies required by the County. In addition, the Artist specifically agrees that all agreements or contracts of any nature with his subcontractors shall include the County as an additional insured.

41. E-VERIFY SYSTEM: Beginning January 1, 2021, in accordance with Section 448.095, Florida Statutes, as may be amended from time to time, if applicable, the Artist and any subcontractor shall register with and shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Artist during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the Contract term. Any subcontractor shall provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Artist shall comply with and be subject to the provisions of Section 448.095, Florida Statutes. Pursuant to Section 448.095, Florida Statutes:

> 1. A public agency, Bidder, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes shall terminate the contract with the person or entity.
> 2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the Bidder otherwise complied with this subsection, shall promptly notify the Bidder and order the Bidder to immediately terminate the contract with the subcontractor.
> 3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a Bidder under this paragraph, the Bidder may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A Bidder is liable for any additional costs incurred by a public agency as a result of the termination of a contract."

42. CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed more strictly against one party than against another merely by virtual of the fact that it may have been prepared by one of the parties, it being acknowledged that both the Artist and the County have substantially and materially contributed to the preparation thereof.

43. AFFIDAVIT OF NO LIENS: The Artist and the County certify that there are no liens against the artwork to be created pursuant to this Agreement and designed by the Artist, nor will there be at the completion of this Project. The titles assigned to the works at the time of acceptance thereof by the County shall be specifically identified and incorporated into this Agreement by an Amendment to this Paragraph and executed by the Artist and the County.

44. ENUMERATION OF CONTRACT DOCUMENTS: The Contract Documents, except for Modifications or Amendments issued after execution of this Agreement, are enumerated as the Request for Proposals, the Addenda, if any, the Artist Application, the Artist design, models, and specifications of the artwork and budget, the Artist's insurance, and this Agreement executed between the Artist and Owner, along with all executed Monroe County applicable forms.

45. FURTHER ASSURANCES: The parties shall promptly execute all documents reasonably required and take such other steps in addition to the execution of this Agreement to effectuate the intent and purpose of this Agreement.

46. EXECUTION IN COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which when taken together will constitute the Agreement. If any signature is delivered by email delivery of a ".pdf" format data file, such signature will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if the ".pdf" signature was an original signature. The Contractor transmitting an electronic signature will provide the inked original to the County, at the County's request.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

IN WITNESS THEREOF, the parties hereto have caused this Monroe County Art in Public Places Award Agreement to be executed on the day and date first above written.

Execution by the Artist must be by a person with authority to bind the entity. **The signature of the person executing the document must be notarized and witnessed by another officer of the entity, or by two (2) other witnesses.**

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairperson

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
JOSEPH DINOVO
ASSISTANT COUNTY ATTORNEY
DATE: 3-24-2025

WITNESSES:

1) Katherine Ann Timberlake
Signature

KATHERINE ANN TIMBERLAKE
Print Name
DATE: 4/4/25

2) Susan Mitchell
Signature

Susan Mitchell
Print Name
DATE: 4/4/25

ARTIST:

_____
Signature

Fran Decker
Print Name
DATE: 4/4/25

STATE OF Monroe FL COUNTY OF Monroe

On this 4th day of April, 2025, before me, the undersigned notary public, by means of ☒ physical presence or ☐ online, personally appeared Fran Decker, known to me to be the person whose name is subscribed above or who produced _____ as identification, and acknowledged that he/she is the person who executed the above contract with Monroe County for the artwork at the Supervisor of Elections, Key West Office, for the purposes therein contained.

Notary Public

John P Bollinger
Name

My Commission Expires:
Nov. 8, 2026

_____
(SEAL)

JOHN P. BOLLINGER
Commission # HH 306991
Expires November 8, 2026

EXHIBIT “A”

Travel Reimbursement Voucher

EXHIBIT “B”

Request for Waiver of Insurance Requirements

MONROE COUNTY, FLORIDA
REQUEST FOR WAIVER OF INSURANCE REQUIREMENTS

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract.

Contractor/Vendor: Fran Decker

Project or Service: Paint and hang two paintings

Contractor/Vendor Address & Phone: 600 Elizabeth St, Key West FL 33040
305-849-1581

General Scope of Work: Paint two 24x24" paintings
Hang at the SOE office

Reason for Waiver or Modification: Will take 10 min to install hanger

Policies Waiver or Modification will apply to: Hanging two paintings
- Workers Compensation Coverage
- General Liability Coverage

Signature of Contractor/Vendor: [signature]

Date: 04/07/25 Approved ✓ Not Approved _____

Risk Management Signature: Gaelan Jones

Date: _____

County Administrator appeal:

Approved: _____ Not Approved: _____

Date: _____

Board of County Commissioners appeal:

Approved: _____ Not Approved: _____

Meeting Date: _____

GPJ 4/7/25 - contractor is individual, not subject to WC requirements, GL waived due to nature of services and low contract value

EXHIBIT “C”

Monroe County Forms

COUNTY FORMS AFFIDAVIT

I, Fran Decker of the City of Key West according to law on my oath, and under penalty of perjury, depose and say that:

I am Fran Decker of the firm of sole proprietor ("CONTRACTOR/CONSULTANT"), the bidder making the Proposal for the project described in the Request for Proposals for Art in Public Places - Supervisor of Elections and that I executed the said proposal with full authority to do so.

By signing this Affidavit, CONTRACTOR/CONSULTANT has sworn or affirmed to the following requirements as set forth in the **Public Entity Crime Statement**, **Lobbying and Conflict of Interest Statement**, **Drug-Free Workplace Statement**, **Vendor Certification Regarding Scrutinized Companies List, Non-Collusion Statement, Foreign Countries of Concern, and Common Carrier** as set forth below.

Public Entity Crime Statement

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

The CONTRACTOR/CONSULTANT certifies and agrees that CONTRACTOR/CONSULTANT nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

Ethics Clause

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

Drug-Free Workplace

In accordance with the Florida Statutes, Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program.

CONTRACTOR/CONSULTANT in accordance with Florida Statute 287.087 hereby certifies that CONTRACTOR/CONSULTANT shall:

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

The person authorized to sign this Affidavit certifies that CONTRACTOR/CONSULTANT complies fully with the above requirements.

Vendor Certification Regarding Scrutinized Companies Lists

CONTRACTOR/CONSULTANT agrees and certifies compliance with the following:

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List which were created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of CONTRACTOR/CONSULTANT, I hereby certify that the company identified above as "CONTRACTOR/CONSULTANT" is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel and for Projects of $1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria.

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

Vendor has reviewed Section 287.135, Florida Statutes, and in accordance with such provision of Florida law, is eligible to bid on, submit a proposal for, or enter into or renew a contract with Monroe County for goods or services.

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

Non-Collusion Affidavit

CONTRACTOR/CONSULTANT, by signing this Affidavit, according to law on my oath, and under penalty of perjury, depose and say that the person signing on behalf of the firm of CONTRACTOR/CONSULTANT, the bidder making the Proposal for the project described in the Scope of Work, and that I executed the said proposal with full authority to do so; the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition.

Foreign Countries of Concern

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by Section 287.138, Florida Statutes, which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. If being awarded the Contract, or otherwise entering into the Contract, would grant Contractor access to an individual's personal identifying information, pursuant to Section 287.138, Florida Statutes, the undersigned, on behalf of Contractor, hereby certifies, represents, and warrants that the Contractor is not affiliated with a foreign country of concern, as such countries are identified in Subsection 287.138(1), Florida Statutes. The undersigned additionally certifies, represents, and warrants that: (A) Contractor is not owned by a foreign country of concern; (B) the government of a foreign country of concern does not have a controlling interest in Contractor; and (C) Contractor is not organized under the laws of nor has its principal place of business in a foreign country of concern.

Common Carrier

If Contractor is a common carrier, as defined by Section 908.111, Florida Statutes, then Contractor hereby certifies that it is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

THE STATEMENTS CONTAINED IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT MONROE COUNTY RELIES UPON THE TRUTH OF THE STATEMENTS CONTAINED IN THIS AFFIDAVIT IN AWARDING CONTRACTS FOR SAID PROJECT.

UNDER PENALTIES OF PERJURY, I HEREBY CERTIFY AND DECLARE THAT I HAVE READ AND UNDERSTAND THE FOREGOING AFFIDAVIT. PURSUANT TO THE AUTHORITY GRANTED TO THE UNDERSIGNED BY CONTRACTOR, THE UNDERSIGNED HEREBY ACKNOWLEDGES, AFFIRMS, AND MAKES THE ABOVE SWORN CERTIFICATIONS ON BEHALF OF CONTRACTOR.

_____ 4/4/25
(Signature of Respondent/Contractor) (Date)

Artist, sole proprietor
(Title)

STATE OF FL
COUNTY OF Monroe

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of [ ] physical presence or [X] online notarization this 4th day of April, 2025 by _____.

NOTARY PUBLIC STATE OF FLORIDA
JOHN P. BOLLINGER
Commission # HH 306991
Expires November 8, 2026

_____
Signature of Notary Public-State of Florida

JOHN P BOLLINGER
Name of Notary
My commission expires: Nov 8, 2026
OR Produced Identification _____

Personally Known _____
Type of Identification Produced _____

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT

FOR LABOR OR SERVICES

Entity/Vendor Name: Fran Decker
Vendor FEIN: 252-90-3827
Vendor's Authorized Representative: same
(Name and Title)
Address: 600 Elizabeth St
City: Key West State: FL Zip: 33040
Phone Number: 305-849-1581
Email Address: fran@frandecker.com

As a non-governmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Subsection 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify under penalties of perjury that Vendor does not use coercion for labor or services in accordance with Section 787.06. Additionally, Vendor has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

Certified By: Fran Decker, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: [signature]
Print Name: Fran Decker
Title: owner/sole proprietor

MONROE COUNTY, FLORIDA
REQUEST FOR WAIVER OF INSURANCE REQUIREMENTS

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract.

Contractor/Vendor: Fran Decker

Project or Service: Paint and hang two paintings

Contractor/Vendor Address & Phone: 600 Elizabeth St, Key West FL 33040
305-849-1581

General Scope of Work: Paint two 24x24" paintings
Hang at the SOE office

Reason for Waiver or Modification: Will take 10 min to install hanger

Policies Waiver or Modification will apply to: Hanging two paintings
- Workers Compensation Coverage
- General Liability Coverage

Signature of Contractor/Vendor: [signature]

Date: 04/07/25 Approved ✓ Not Approved _____

Risk Management Signature: Gaelan Jones

Date: _____

County Administrator appeal:

Approved: _____ Not Approved: _____

Date: _____

Board of County Commissioners appeal:

Approved: _____ Not Approved: _____

Meeting Date: _____

GPJ 4/7/25 - contractor is individual, not subject to WC requirements, GL waived due to nature of services and low contract value

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: C12
2023-3876

BULK ITEM: Yes

DEPARTMENT: Budget and Finance

TIME APPROXIMATE:

STAFF CONTACT: Andrew Roltsch

AGENDA ITEM WORDING: Approval of Amendments to Subaward Agreements with Mote Marine Laboratory Inc. and University of Miami for Monroe County Coral Resilience Grant #22CPR01 to extend the budget periods.

ITEM BACKGROUND:
The Subaward agreements are for coral resilience work being done to provide infrastructure support to corals in the event that evacuation and holding is necessary. The County is acting as a passthrough entity for funds being provided by FDEP as part of Coral Resilience grant 22CPR01. There is no match requirement to the County for this grant.

PREVIOUS RELEVANT BOCC ACTION:
The BOCC previously gave the County Administrator approval to sign the Subaward agreements being amended at their March 20th meeting in 2024.

INSURANCE REQUIRED:
Yes

CONTRACT/AGREEMENT CHANGES:

- Subaward budget period for University of Miami is being extended from 6/30/25 to 9/30/26.
- Subaward budget period for Mote Marine is being extended from 4/30/25 to 12/31/25.

GPJ 4/1/25 - Risk approval subject to subawardee submission of COI with General Liability @ $250K/$500K; Auto @ $200K/$300K; WC @ $100K/$100K/$500K, as per Attachment 1 - Section 12; Attachment 2 - Section 8. GPJ to follow up with AR 4/4.

STAFF RECOMMENDATION: Approval to amend the subaward agreement budget periods for Mote Marine Laboratory Inc. and University of Miami.

DOCUMENTATION:

University of Miami Subaward Agreement Task 4 Amended 3.6.25-2_PE.pdf
Mote Marine Subaward Agreement Task 1 Amended 3.6.25_MPC_pe.pdf
22CPR01 Amendment 1_Executed.pdf
C23_FDEP Grant No. 22CPR01 FINAL Signed.pdf
2025 04 COI Mote Marine GL AUT WC PL exp 1.1.26 signed.pdf
2025 04 COI Univ Miami GL WC exp 11.1.25 signed.pdf

FINANCIAL IMPACT:
NA

AMENDMENT NO. 1
TO SUBAWARD NO: 4
BETWEEN
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
UNIVERSITY OF MIAMI

This Amendment to Subaward No: 4 (Agreement) is made by and between the Monroe County Board of County Commissioners, 500 Whitehead Street, Key West, Florida 33040 and the University of Miami, 4600, Rickenbacker Cswy, Key Biscayne, FL 33149 on the date last signed below.

WHEREAS, the County entered into the Agreement with the Subawardee for Monroe County Coral Resilience Project effective May 2, 2024;

WHEREAS, the parties wish to amend the Agreement as set forth herein;

NOW THEREFORE, the parties agree as follows:

1) Page 2 FDP Cost Reimbursement Subaward, is hereby revised to reflect a Subaward Budget Period of 5/2/24 to 9/30/26.

2) All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistencies may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

Monroe County Board of County Commissioners
By: _____
Mayor James K. Scholl
Date: _____

Monroe County Clerk of Courts

By: _____
As Deputy Clerk

Date: _____

University of Miami
By: _____
Secretary of Designee
Date: 03/28/2025

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
CHRISTINE LIMBERT-BARROWS
SR. ASSISTANT COUNTY ATTORNEY
DATE: 3/7/25

FDP Cost Reimbursement Subaward

Run Template

Federal Awarding Agency: Other [Type in Agency]

Pass-Through Entity (PTE):	**Subrecipient:**
Monroe County Board of County Commissioners	University of Miami
PTE PI: Andrew Roltsch	Sub PI: Andrew Baker
PTE Federal Award No: SLFRP0125	Subaward No: 4

Project Title: Infrastructure Construction, Equipment Installation, and Build-Out of New DEP Seawater System at KML

Subaward Budget Period: Start: 05/02/2024 ? End: 09/30/2026 ?	Amount Funded This Action (USD): $ 987,932.00
Estimated Period of Performance: Start: 05/02/2024 End: 06/30/2026	Incrementally Estimated Total (USD): $ 987,932.00

Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.

2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Administrative Contact, shown in Attachment 3A.

3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Administrative Contact, as shown in Attachment 3A, not later than 60 days after the final Budget Period end date. The final statement of costs shall constitute Subrecipient's final financial report.

4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.

5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.

6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Authorized Official Contact and the Subrecipient's Authorized Official Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.

7. The PTE may issue non-substantive changes to the Budget Period(s) and Budget Unilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.

8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

9. Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE notice shall be directed to the Authorized Official Contact, and Subrecipient notice shall be directed to the Authorized Official Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable

10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE:	By an Authorized Official of the Subrecipient:
[signature] 05.02.24	[signature] (May 2, 2024 09:08 EDT) May 2, 2024
Name: Kevin Wilson Date	Name: K. Brandon Strickland Date
Title: Acting County Administrator	Title: Executive Director, Research Administration

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Christine Limbert-Barrows
CHRISTINE LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
DATE: 4/24/24

Attachment 1
Certifications and Assurances

Subaward Number: 4

Certification Regarding Lobbying (2 CFR 200.450)
By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

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

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

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)
By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records
Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)
Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name
Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment
Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Indemnification.
To the extent provided by law, the [Subrecipient Entity/UM] shall indemnify, defend, and hold harmless the Monroe County and the State of Florida, Department of Environmental Protection, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY/UM], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [Subrecipient ENTITY/UM] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.
The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [Subrecipient ENTITY/UM] to indemnify Monroe County for the negligent acts or omissions of Monroe County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [Subrecipient ENTITY/UM] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement. The Subrecipient shall comply with the indemnification provisions under the DEP Grant Agreement, as set forth in Paragraph 18, Indemnification.

Insurance Requirements.
The Subrecipient Entity/UM shall comply with the insurance requirements as set forth in Attachment 2 (Paragraph 8. Insurance.) to the Grant Agreement. The Department and Monroe County shall be named as additional insured on the Certificate of Insurance.

MAINTENANCE OF RECORDS
Subrecipient Entity/UM shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of seven years from the termination of this agreement or for a period of three years from the submission of the final expenditure report as per 2 CFR §200.334, whichever is greater. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for seven years following the termination of this Agreement. If an auditor employed by the COUNTY or Clerk determines that monies paid to subrecipient Entity/UM pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the subrecipient Entity/UM, the subrecipient Entity/UM shall repay the monies together with interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the COUNTY.

The Subrecipient Entity/UM shall comply with provisions and may be required to submit forms and documentation as required and as outlined in the Grant Agreement and Attachments including but not limited to the provisions as set forth in Attachment 4- Public Records Requirements, Paragraph 22. Statutory Notices Relating to Unauthorized Employment and subcontract, and as set forth below:

1. Public Entity Crime Provisions
2. Discriminatory Vendors Provisions
3. Antitrust Violator Vendors Provisions
4. Scrutinized Companies Provisions
   A. For Contracts of any amount, if the County determines that the Subrecipient Entity/UM has submitted a false certification under Section 287.135(5), Florida Statutes or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall have the option of (1) terminating the Agreement after it has given the Subrecipient Entity/UM written notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.
   B. For Contracts of $1,000,000 or more, if the County determines that the Subrecipient Entity/UM submitted a false certification under Section 287.135(5), Florida Statutes, or if the Subrecipient Entity/UM has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sector List, or been engaged in business operations in Cuba or Syria, the County shall have the option of (1) terminating the Agreement after it has given the Subrecipient Entity/UM written notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

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

Ethics Clause. In accordance with Section 5 (b) Monroe County Ordinance No. 010-1990 the following ethics clause; Subrecipient Entity warrants that he/it had not employed, retained or otherwise had act on his/its behalf any former County officer or employee subject to the

prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of *Ordinance No. 020-1990*. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

Attachment 2
Federal Award Terms and Conditions

Subaward Number: 4

Required Data Elements

The data elements required by Uniform Guidance are incorporated in the attached Federal Award. ?

Awarding Agency Institute (If Applicable): U.S. Department of Treasury

Federal Award Issue Date	FAIN	Assistance Listing No.
02/04/22	SLFRP0125	

Assistance Listing Program Title (ALPT):

Key Personnel Per NOA: ?

This Subaward Is:

☐ Research & Development ■ Subject to FFATA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:
2. 2 CFR 200
3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:
4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at: except for the following :
   a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Authorized Official Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
   b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
   c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
   d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
   e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income: Additive

Special Terms and Conditions:

Data Sharing and Access:
Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

No additional requirements

Data Rights:
Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Copyrights:

Subrecipient Grants to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Promoting Objectivity in Research (COI):
Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: Subrecipient

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein:

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

The SUBRECIPIENT ENTITY/UM and its subcontractors must follow the provisions, as applicable, as set forth in 2 C.F.R. §200.326 Contract provisions and Appendix II to 2 C.F.R. Part 200, as amended, including but not limited to:

Davis-Bacon Act, as amended (40 U.S.C. §§3141-3148). When required by Federal program legislation, which includes emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must comply with the Davis-Bacon Act (40 U.S.C. §§3141-3144, and §§3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If applicable, the COUNTY must place a current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

When required by Federal program legislation, which includes emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program (it does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program), the contractors, in contracts for construction or repair work above $2,000 in situations where the Davis-Bacon also applies, must also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). As required by the Act, each contractor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, which includes all FEMA grant and cooperative agreement programs, all contracts awarded by the COUNTY in excess of $100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C.§§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. §3702 of the Act, each contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph 29 C.F.R. § 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 29 C.F.R. § 5.5 (b)(1), in the sum of

$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph29 C.F.R. § 5.5 (b)(1).

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph29 C.F.R. § 5.5 (b)(2).

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 29 C.F.R. § 5.5 (b)(1) through (4) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 29 C.F.R. § 5.5 (1) through (4).

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Subrecipient Entity/UM agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §§1251-1387) and will report violations to FEMA/Federal Agency and the appropriate Regional Office of the Environmental Protection Agency (EPA). The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—applies to Contracts and subgrants of amounts in excess of $150,000. The Subrecipient Entity/UM agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA/Federal agency. The Subrecipient Entity/UM agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to FEMA/Federal Agency and the appropriate EPA Regional Office.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award under a "covered transaction" (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR Part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension" and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and suspension) SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. Subrecipient Entity/UM is required to verify that none of the contractor's principals (defined at 2 C.F.R. §180.935) or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935). the contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Bidders or Proposers agree to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. If award exceeds $100,00, the attached certification must be signed and submitted by the contractor to the COUNTY.)

Compliance with Procurement of recovered materials as set forth in 2 CFR § 200.323. SUBRECIPIENT ENTITY/UM must comply with section 6002 of the Solid Waste Disposal Act, as amended, by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition,

where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.
Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Prohibition on certain telecommunications and video surveillance services or equipment as set forth in 2 CFR § 200.216. Recipients and subrecipients and their contractors and subcontractors may not obligate or expend any federal funds to **(1)** Procure or obtain; **(2)** Extend or renew a contract to procure or obtain; or **(3)** Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Domestic preference for procurements as set forth in 2 CFR §200.322 The COUNTY and SUBRECIPIENT ENTITY/UM should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). These requirements of this section must be included in all subawards including contracts and purchase orders for work or products under federal award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Other Federal Requirements:

Americans with Disabilities Act of 1990, as amended (ADA) – The SUBRECIPIENT ENTITY/UM will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the SUBRECIPIENT ENTITY/UM pursuant thereto.

Disadvantaged Business Enterprise (DBE) Policy and Obligation - It is the policy of the COUNTY that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with COUNTY funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The COUNTY and its SUBRECIPIENT ENTITY/UM agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with 2 C.F.R. § 200.321(as set forth in detail below), applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The COUNTY and the SUBRECIPIENT ENTITY/UM and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.
2 C.F.R. § 200.321 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the SUBRECIPIENT ENTITY/UM, with the funds authorized by this Agreement, seeks to subcontract goods or services, then, in accordance with 2 C.F.R. §200.321, the SUBRECIPIENT ENTITY/UM shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible.

b. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the

Minority Business Development Agency of the Department of Commerce.

(6) Requiring the Prime contractor, if subcontractor are to be let, to take the affirmative steps listed in paragraph (1) through (5) of this section.

The Subrecipient Entity/UM shall utilize the U.S. Department of Homeland Security's **E-Verify system** to verify the employment eligibility of all new employees hired by the Subrecipient Entity/UM during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

Energy Efficiency- SUBRECIPIENT ENTITY/UM will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422) and with all mandatory standards and policies relating to energy efficiency and the provisions of the state Energy Conservation Plan adopted pursuant thereto.

NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

Subrecipient ENTITY/UM and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. SUBRECIPIENT ENTITY/UM and COUNTY agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of disabilities; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

During the performance of this Agreement, the SUBRECIPIENT ENTITY/UM, in accordance with *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C, agrees as follows:

1) The Subrecipient Entity/UM will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient Entity/UM will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient Entity/UM agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The Subrecipient Entity/UM will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient Entity/UM, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The Subrecipient Entity/UM will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient Entity/UM's legal duty to furnish information.

4) The Subrecipient Entity/UM will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Subrecipient Entity/UM's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The Subrecipient Entity/UM will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The Subrecipient Entity/UM will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the Subrecipient Entity/UM's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Subrecipient Entity/UM may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The Subrecipient Entity/UM will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient Entity/UM will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a Subrecipient Entity/UM becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Subrecipient Entity/UM may request the United States to enter into such litigation to protect the interests of the United States.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

☒ No Human or Vertebrate Animals

This section left intentionally blank.

Human Subjects Data (Select One) Not Applicable

This section left intentionally blank

This section left intentionally blank

Additional Terms ?

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number: 4

PTE Information

Entity Name: Monroe County Board of County Commissioners

Legal Address: 1100 Simonton Street, Suite 2-213
Key West, FL 33040

Website: https://www.monroecounty-fl.gov/

PTE Contacts

Central Email: roltsch-andrew@monroecounty-fl.gov

Principal Investigator Name: Andrew Roltsch

Email: roltsch-andrew@monroecounty-fl.gov Telephone Number: 305-292-4476

Administrative Contact Name: Andrew Roltsch

Email: roltsch-andrew@monroecounty-fl.gov Telephone Number: 305-292-4476

COI Contact email (if different to above):

Financial Contact Name: Tina Boan

Email: boan-tina@monroecounty-fl.gov Telephone Number: (305) 292-4472

Email invoices? (●) Yes ( ) No Invoice email (if different):

Authorized Official Name:

Email: Telephone Number:

PI Address:

1100 Simonton St. Suite 2-213
Key West, FL 33040

Administrative Address:

1100 Simonton St. Suite 2-213
Key West, FL 33040

Invoice Address:

1100 Simonton St. Suite 2-213
Key West, FL 33040

Attachment 3B

Research Subaward Agreement

Subrecipient Contacts

Subaward Number: 4

Subrecipient Information for FFATA reporting

Entity's UEI/DUNS Name: University of Miami

EIN No.: 590624458 Institution Type: Private Institution of Higher Education

UEI / DUNS: KXN7HGCF6K91 Currently registered in SAM.gov: (•) Yes ( ) No

Parent UEI / DUNS: Exempt from reporting executive compensation: (•) Yes ( ) No *(if no, complete 3B pg2)*

Place of Performance Information for FFATA reporting

Physical Address, City, State (if U.S.) and Country:

4600, Rickenbacker Cswy, Key Biscayne, FL 33149

U.S. Entities only (insert information for Place of Performance):

Congressional District: 27 Zip Code+4: 33149-1031 Zip Code Look-up

Subrecipient Contacts

Central Email: mra@med.miami.edu

Website: ora.miami.edu

Principal Investigator Name: Andrew Baker

Email: baker@earth.miami.edu Telephone Number: 1-305-421-4642

Administrative Contact Name: Giovanni Ceron

Email: gceron@miami.edu Telephone Number: 1-305-421-4878

Financial Contact Name: Vivian Mastache

Email: vmastach@med.miami.edu Telephone Number: 1-305-284-4031

Invoice Email: umiamiap@miami.edu

Authorized Official Name: k. Brandon Strickland

Email: mra@med.miami.edu Telephone Number: 305-284-3952

Legal Address:

University of Miami
Office of Research Administration
1320 S Dixie Hwy, Suite 650
Coral Gables, FL 33146

Administrative Address:

University of Miami
Office of Research Administration
1531 Brescia Avenue, Suite 124
Coral Gables, FL 33146

Payment Address:

University of Miami
Attn: Office of Research Administration
P.O. Box 405803
Atlanta, GA 30384-5803

Attachment 3B-2

Highest Compensated Officers

Subaward Number: 4

Subrecipient:

Institution Name: University of Miami

PI Name: Andrew Baker

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and $25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Attachment 4
Reporting and Prior Approval Terms

Subaward Number: 4

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

☐ Monthly technical/progress reports will be submitted to the PTE's Administrative Contact within 15 days of of the end of the month.

☒ Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's Administrative Contact.

☐ Annual technical / progress reports will be submitted within 30 days prior to the end of each budget period to the PTE's Administrative Contact. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.

☒ A Final technical/progress report will be submitted to the PTE's Administrative Contact within 45 days of the end of the Project Period or after termination of this award, whichever comes first.

☐ Technical/progress reports on the project as may be required by PTE's Administrative Contact in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:
Carryover is automatic

Other Reports:

☐ In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's Administrative Contact within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's Administrative Contact within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.

A negative report is required:

☐ Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional Technical and Reporting Requirements: ?

Subaward Number: 4

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Statement of Work

○ Below ◉ Attached, [ ] pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Budget Information

Indirect Information Indirect Cost Rate (IDC) Applied	15 %	**Cost Sharing** ?	No
Rate Type:	Modified Total Direct Costs	If Yes, include Amount: $	

Budget Details

○ Below ◉ Attached, [ ] pages

Budget Totals

Direct Costs	$ 903,437.00
Indirect Costs	$ 84,495.00
Total Costs	$ 987,932.00

All amounts are in United States Dollars

MONROE COUNTY
GRANT SUBCONTRACT
UNIVERSITY OF MIAMI

ATTACHMENT 5
SUBCONTRACTOR STATEMENT OF WORK AND REPORTING REQUIREMENTS

I. **PROJECT TITLE: Infrastructure expansion at the University of Miami:** Monroe County Coral Resilience Project

II. **PROJECT LOCATION(S):** University of Miami Facilities at Virginia Key - Lat/Long (25.733870, -80.159474)

III. **SCOPE OF WORK**

The goal of this project is to expand land-based infrastructure at the University of Miami's (UM) facilities on Virginia Key for the purpose of holding/propagating future rescue corals in anticipation of the need for rapid disturbance response. UM will design, build, and commission the systems, and then use them to maintain and propagate rescued corals as needed. UM will construct a new ~2,500 sq. ft. shade house to accommodate this expansion. The shade house will be installed on an elevated gravel bed with retaining walls and buried plumbing and electrical supply. The shade house is a curved-roof construction (bow house) consisting of 50% shade-cloth and a poly liner to shield from rain. The facility will comprise thirty (30) recirculating aquaculture systems (RAS) in six (6) independent arrays of five tanks (30 tanks total).

Task 3: Infrastructure expansion at the University of Miami

Task 3 will expand land-based infrastructure at the University of Miami's (UM) facilities on Virginia Key for the purpose of holding/propagating future rescue corals in anticipation of the need for rapid disturbance response. UM will design, build, and commission the systems, and then use them to maintain and propagate rescued corals as needed. When not in use for rescue corals, UM will utilize these tanks for routine (non-emergency) propagation pipelines with the understanding that they must be available for rescue corals at short notice, as needed. In these situations, the use of these tanks will be approved/authorized in writing by DEP throughout the duration of the Project.
UM will construct a new ~2,500 sq. ft. shade house to accommodate this expansion. The shade house

will be installed on an elevated gravel bed with retaining walls and buried plumbing and electrical supply. The shade house is a curved-roof construction (bow house) consisting of 50% shade-cloth and a poly liner to shield from rain. The facility will comprise thirty (30) recirculating aquaculture systems (RAS) in six (6) independent arrays of five tanks (30 tanks total). Initially, fifteen (15) propagation tanks will be built out in an existing expansion area and fifteen (15) propagation tanks in the new shade house. However, as the facility continues to expand, we will eventually consolidate all thirty disturbance response tanks into the new shade house that will be dedicated for this use.

Each 115-gal tank is approx. 8'x3'x1' in dimensions, with a growable area of ~25 sq. ft. (750 sq. ft. in total). Each 5-tank array is connected to a 185-gallon sump connected to a 3 hp heater/chiller unit, and each sump incorporates an internal protein skimmer. Pumps continually circulate water through each 5-tank array and temperatures are maintained to within 1oF. Volume of each 5-tank system totals ~760 gallons, including plumbing, tanks, and sump. All equipment and assets purchased for and used in the construction and buildout of this new system will become the property of the University of Miami.

Seawater will be replaced in each system on a weekly basis (~200 gal/week per 5-tank array, approx. 20%). Seawater is sourced locally from Bear Cut, passes through settlement tanks, sand filters, and a UV sterilizer and will be ozonated and degassed prior to being used as replacement water in coral tanks. The recirculation loop on each 5-tank system will also include an in-line UV unit to ensure continued sterilization on an ongoing basis.

Task 3.1: Purchase and Install First 15 Tanks and Associated Life Support

Description: Three arrays of 5 tanks each (15 tanks total) will be installed in an expansion area in our existing shade house. Installation and buildout will be completed by UM staff, assisted by the same sub-contractor (Full Spectrum Aquaculture) who installed the existing tank arrays in the shade house. Once construction is completed, tanks are allowed to condition for two weeks to allow residues/PVC glues to dissipate, and to test temperature control and water quality. After this period, corals are introduced to the tanks, where they will be maintained by UM staff. Raceways will be marked with DEP, FCR, and UM logos (at minimum) and will be prioritized for emergency coral rescue efforts. The use of these systems for non-emergency use must be approved/authorized in writing by DEP throughout the duration of the Project.

Deliverables: The Grantee will submit:

a) List of all supplies and equipment purchased and a brief description of how those supplies will be used in the buildout (provided quarterly).

b) Quarterly Project Management Report documenting the progress of installation and milestones completed to date. Report shall include 1-3 photos documenting the progress of installation. Report may be provided as part of the Exhibit A Progress Report.

c) Representative photos (5-10) of area after buildout showing the three 5-tank arrays and associated life support systems and signage/logos detailed above.

d) Social Media post after completion of the three 5-tank arrays that acknowledges the funding assistance provided by DEP's Office of Resilience and Coastal Protection and partnership with the Grantee.

Task 3.2: Site Preparation, Construction of Shade house, and Installation of Second 15 Tanks and Associated Life Support

Description: UM will undertake site preparations and installation of a new shade house at an expansion site adjacent to UM/Experimental Hatchery. This shade house will accommodate the second set of three

5-tank arrays. Site preparation, electrical/plumbing hookups, and shade house installation will all be undertaken by contractors/suppliers/vendors. Installation and buildout of tanks and life support will be completed by UM staff assisted by the same contractor (Full Spectrum Aquaculture) who installed all existing tank arrays. All equipment and assets purchased for and used in the construction and buildout of this new system will become the property of the University of Miami. Once raceways become operational, they will be maintained by UM staff. Raceways will be marked with DEP, FCR, and UM logos (at minimum) and will be prioritized for emergency coral rescue efforts. The use of these systems must be approved/authorized in writing by DEP throughout the duration of the Project.

Deliverables: The Grantee will submit:

a) Map of site and planned construction area/designs.
b) Copies of any permits for construction and buildout, if any required
c) List of all supplies and equipment purchased and a brief description of how those supplies will be used (provided quarterly)
d) Quarterly Project Management Report documenting the progress of construction and milestones completed to date including site prep, plumbing, system buildout, shade house construction, and electrical. Report shall include 1-3 photos documenting the progress of construction. Report may be provided as part of the Exhibit A Progress Report.
e) Representative photos (5-10) of area after buildout showing the three 5-tank arrays and associated life support systems including signage/logos detailed above.
f) Social media post after completion of the three 5-tank arrays that acknowledges the funding assistance provided by DEP's Office of Resilience and Coastal Protection and partnership with the Grantee.

Task 3.3: System Operations and Maintenance

Description: UM will incorporate the newly constructed DEP Coral Response Seawater Systems into the operations and maintenance of its existing coral facility to ensure life support for corals and associated organisms. Current protocols at the University of Miami's facility include the following:

Husbandry Protocols

- Husbandry lists are completed daily with such activities as feeding, health examinations, water parameter monitoring, equipment checks, maintenance, isolation and treatment of new arrivals as well as various other essential tasks logged in a database. Open-up, daily and close-up activities are conducted, logged, and initialed to establish a record and degree of accountability.
- All equipment is inspected upon arrival, and when leaving the facility at the end of the day. All aquarium systems are monitored 24/7/365 via temperature sensors. Should the temperature rise or fall outside of the designated range for that system, alerts are sent out via email and text message to a list of accountable staff members responsible for responding to, assessing, and addressing the alerts accordingly.
- Aquariums and raceways are cleaned on a weekly basis. Native invertebrates such as snails, hermit crabs, and sea urchins are also used to aid in the reduction of nuisance algae growth. The platforms and plugs/tiles that coral fragments and colonies are held on are cleaned twice weekly to remove algae, filter feeding pests, and other items that accrue over time.

Routine Health Assessment

- A census of the different coral size classes is conducted daily, with any additional asexual fragmentation conducted and added to a running inventory list. A full inventory log is conducted quarterly to confirm these quantities.

- Coral condition is monitored routinely, with practitioners performing health checks as part of the daily husbandry list. Observations include coral coloration, polyp extension (or lack of), new growth, signs of stress, and other factors. This assessment typically occurs multiple times per day by multiple staff members to ensure that all corals are inspected by multiple observers.
- In cases of mortality, a loss of life analysis is conducted. This analysis consists of a full examination of the conditions surrounding the mortality. Factors of note include: observing corals sharing the same aquarium/water system, checking husbandry logs for irregularities, testing of water parameters for anything outside of acceptable range, etc. Any mortality is logged to identify any patterns of loss and update inventory, recording the species, genotype, and tank in which it was being held, as well as any supplemental information available for that individual.

Water Quality Analyses

- Daily:
  - Alkalinity, salinity, and temperature are monitored daily for each aquarium system. Salinity and temperature are measured using electronic HANNA probes that are calibrated monthly. Alkalinity is recorded via Red Sea alkalinity test kits. Target ranges for these parameters are as follows: Alkalinity 7-9 dKH, Temperature 74-85^{o}F (adjusted seasonally), Salinity 1.024-1.027 relative specific gravity (32-36 ppt).
  - Oxidation-reduction potential (ORP) of ozonated supply water is observed at the start and end of day. The ozonation filtration system is equipped with automatic shutoff measures to safeguard against the dangers of straying above or below the required levels. After ozonation, incoming seawater passes through a carbon filter, and UV sterilizer to further ensure removal of any potentially hazardous ozone remaining in the water. Target range for ORP is 350-375 mV.

- Weekly:
  - Ammonia, nitrite, nitrate, pH, phosphate, magnesium, calcium, and alkalinity are measured and recorded weekly for each system. Aquarium-grade kits are currently used for the testing of these parameters (API Saltwater Master Test Kit, Red Sea Foundation Pro Test Kit, HANNA Digital Phosphate Colorimeter). The equipment for this water quality monitoring is scheduled to be upgraded to spectrophotometric water sampling device to be kept on-site.
  - Target ranges for these parameters are as follows: Ammonia < 0.1 ppm, Nitrite < 0.1 ppm, Nitrate 0-5 ppm, pH 8.0-8.4, Phosphate <0.1 ppm (ideal range 0-0.03 ppm), Calcium 400-450 ppm, Magnesium 1200-1400 ppm, Alkalinity 7-9 dKH.

- Monthly:
  - Water samples taken from each aquarium system are mailed out to an independent, off-site water quality laboratory (ICP Analysis). Reports consisting of the quantitative analysis of 56 different elements are received and compiled for detailed analysis of all aspects of mineral water quality. Incoming seawater and aquarium water are also routinely transported to an adjacent laboratory at the University of Miami's marine campus for analysis of bacterial content. We primarily monitor these minor parameters to assess changes in our incoming seawater supply that might affect or explain variation in the weekly parameters listed above. For this reason, we do not generally have a target range for these additional monthly parameters.

Propagation and Transfer

- Microfragmentation occurs when parent colonies and existing fragments have overgrown their substrate. Parental/genotype information is recorded on the plug of each fragment. Approximately 50-100 new fragments are produced weekly for research or outplanting purposes.
- All transfer events are communicated between participating organizations with advanced planning and coordination with a licensed veterinary technician. Any corals arriving/departing from/to other coral facilities must have an inspection prior to transport. Proper documentation consisting of species, genotype, quantity, original collection point, and destination information is provided by/to the transferring and receiving facilities.
- Any corals leaving the facility to be outplanted on nurseries or reefs require an additional veterinary inspection if they have been held on site for more than 30 days before they are permitted to leave the facility.

Deliverables: The Grantee will submit:

a) Spreadsheet containing daily, weekly, and monthly water quality data, as described above under "*Water Quality Analyses*" (provided quarterly).

b) Spreadsheet documenting "*routine health assessments*", as described above (provided quarterly)

c) Representative images (5-10) of the raceways/tanks in use. Images should clearly show the tanks are labelled/marked with the DEP logo (provided quarterly).

d) Current inventory cataloguing corals/fragments currently in holding and which tank/system they are being held in (excel spreadsheet) (provided quarterly).

e) Coordinate final site visit with the Department.

f) A final report summarizing the Project completion and operation status will include water quality results (Note: final report must comply with Section 508 of the U.S. Rehabilitation Act (as amended), Florida Statute Chapter 282, and Rule: 60-8.002, F.A.C. Final report will also acknowledge the funding assistance provided by DEP's Office of Resilience and Coastal Protection). Final report will also include a summary from Task 3.1 and 3.2.

Florida Department of Environmental Protection

DEP BUDGET-COST ANALYSIS FORM

PROJECT TITLE: Emergency Coral Response Capacity for Land-Based Infrastructure

SUBCONTRACTOR BUDGET DETAIL							COST ANALYSIS (for DEP staff)							
Budget items below to be provided by the Contractor or Grantee. See attached instructions.							Cost Analysis to be completed by the Department Contract or Grant Manager. See attached instructions.							
1. PERSONNEL EXPENSES							% Allocation	Allowable	Reasonable	Necessary	COMMENTS (Basis for Decision)			
A. Salaries - (Name/Title/Position)	Hourly Cost ($)		Hours		Totals ($)									
Andrew Baker/Professor/PI	122.82		216.7	=	$ 26,611.00									
Coral Facilities Manager	35.62		3813.3	=	$ 135,826.00									
Research Associate	22.90		3813.3	=	$ 87,318.00									
Senior Research Associate	36.74		2600.0	=	$ 95,517.00									
Intern	15.31		3120.0	=	$ 47,755.00									
				=	$ -									
			Total Salaries		$ 393,027.00									
B. Fringe Benefits (Rate% * Total salaries applicable)	Rate %		Total Sal. App.		Total $									
Andrew Baker/Professor/PI	26.90%	*	$ 26,611.00		$ 7,158.00									
Coral Facilities Manager	33.30%	*	$ 135,826.00		$ 45,230.00									
Research Associate	33.30%	*	$ 87,318.00		$ 29,076.00									
Senior Research Associate	33.30%	*	$ 95,517.00		$ 31,806.00									
Intern	0.00%	*	$ 47,755.00		$ -									
			Total Fringe		$ 113,270.00									
			Total Personnel Expenses (A+B)		$ 506,297.00									
2. Contractual Services														
Description	Fee/Rate $		Quantity		Totals $									
Site prep and fencing	$ 22,180.00		1	=	$ 22,180.00									
Shadehouse structure	$ 25,563.00		1	=	$ 25,563.00									
Electrical	$ 70,358.00		1	=	$ 70,358.00									
RAS systems - sumps, pumps, lines	$ 6,727.50		6	=	$ 40,365.00									
Shadehouse pad - retaining wall and gravel	$ 38,085.00		1	=	$ 38,085.00									
Lift station installation	$ 3,454.00		1	=	$ 3,454.00									
			Total Contractual Services		$ 200,005.00									
3. Travel														
Purpose/Destination	Days	Per Diem $		Fare/ Rate $	Mileage	Totals $								
	[	*	] + [		]	= $ -								
	[	*	] + [		]	= $ -								
	[	*	] + [		]	= $ -								
					Total Travel	$ -								
4. Equipment ($5000 or more)														
Description	Unit Cost $		Quantity		Totals $									
3-ton heater-chillers on FRP skid/temp controller and marine coating	$ 11,424.67		6	=	$ 68,548.00									
				=	$ -									
			Total Equipment		$ 68,548.00									
							% Allocation	Allowable	Reasonable	Necessary	COMMENTS (Basis for Decision)			
5. Supplies (SEE SUPPLIES EXAMPLE TAB)														
Description	Fee/Rate $		Quantity		Totals $									
Hatchery supplies ($100/tank/mo)	$ 100.00		570	=	$ 57,000.00									
				=	$ -									
				=	$ -									
			Total Supplies		$ 57,000.00									
6. Miscellaneous/Other Expenses														
Description	Unit Cost $		Quantity		Totals $									
Skimmers, pumps, in-line UV, PVC (6 arrays)	$ 2,320.00		6	=	$ 13,920.00	These 3 line items should be here in misc/other rather than equipment								
Monitoring equipment (one per tank)	$ 214.23		30	=	$ 6,427.00									
Tanks, stands, covers	$ 1,708.00		30	=	$ 51,240.00									
				=	$ -									
				=	$ -									
			Total Miscellaneous		$ 71,587.00									
			SUBTOTAL (1 thru 6)		$ 903,437.00									
7. Overhead/Indirect (15% or lower)	Rate %		Base $		Total $									
(Cost base excludes Section 2, 4 and 6)	15.00%	*	$ 563,297.00	=	$ 84,495.00	Since I moved things out of equipment, the indirect went up a bit. Are you able to cap this at $1M now that the QAPP is removed?								
8. Total Budget					**$ 987,932.00**									

DEP STAFF USE ONLY - CERTIFICATION

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Name:_____

Signature:_____

Title:_____

Date:_____

Subaward Number:
4

Attachment 6

Notice of Award (NOA) and any additional documents

◉ The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.

○ Not incorporating the NOA or any additional documentation to this Subaward.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): Monroe County Coral Resilience Project

Agreement Number: 22CPR01

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: Monroe County Board of County Commissioners

Entity Type: Local Government

Grantee Address: 500 Whitehead Street Key West, FL 33040

FEID: 59-6000749

(Grantee)

3. Agreement Begin Date: Upon execution

Date of Expiration: 9/30/2026

4. Project Number: *(If different from Agreement Number)*

Project Location(s): Layton, Summerland Key, and Virginia Key

Project Description: The project will provide infrastructure support for corals in the event that evacuation and holding is necessary.

5. Total Amount of Funding: $2,500,000.00

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
☐ State ☑ Federal	152-D FY 21/22	$ 2,500,000.00
☐ State ☐ Federal		$
☐ State ☐ Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ 2,500,000.00

6. Department's Grant Manager

Name: Kristi Kerrigan or successor

Address: Coral Protection and Restoration Program, 8000 N Ocean Dr., Dania Beach, FL 33004

Phone: 561-681-6632

Email: Kristi.Kerrigan@FloridaDEP.gov

Grantee's Grant Manager

Name: Andrew Roltsch or successor

Address: Monroe County, 1100 Simonton Street, Suite 2-213, Key West, FL 33040

Phone: 305-292-4476

Email: Roltsch-andrew@monroe-county-fl.gov

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☑ Attachment 2: Special Terms and Conditions
☑ Attachment 3: Grant Work Plan
☑ Attachment 4: Public Records Requirements
☑ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☑ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☑ Exhibit A: Progress Report Form
☑ Exhibit B: Property Reporting Form
☑ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☑ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808

☑ Additional Exhibits (if necessary): Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification; Exhibit K Non Profit Organization Compensation Form	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	SLFRP0125
Unique Entity Identifier (UEI):	QKLSCT2LM7M9
Federal Award Date to Department:	2/4/2022
Federal Award Project Description:	Monroe County Coral Resilience Project
Total Federal Funds Obligated by this Agreement:	2,500,000.00
Federal Awarding Agency:	U.S. Department of Treasury
Award R&D?	☐ Yes ☑N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Monroe County Board of County Commissioners — **GRANTEE**

Attest: Kevin Madok, Clerk

Grantee Name

By: [signature] 3/20/2024 — Date Signed

(Authorized Signature)

[signature]

Mayor Holly Merrill Raschein

Liz Yongue, Deputy Clerk

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection — **DEPARTMENT**

By: Alex Reed — 4/19/2024

Secretary or Designee — Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

FILED FOR RECORD
2024 APR 26 AM 10: 18
CLK. CIR. CT.
MONROE COUNTY, FLA.

ORCP Additional Signatures

Kristi Kerrigan Digitally signed by Kristi Kerrigan
Date: 2024.04.05 11:15:08 -04'00'

DEP Grant Manager, Kristi Kerrigan

Hanna Tillotson Digitally signed by: Hanna Tillotson
DN: CN = Hanna Tillotson email = Hanna.Tillotson@FloridaDEP.gov C = AD O = Florida DEP
Date: 2024.04.05 12:03:42 -04'00'

DEP QC Reviewer, Hanna Tillotson

Grantee may add additional signatures below, if needed.

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Christine Limbert-Barrows
CHRISTINE LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
DATE: 3/3/24

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

   i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

   ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

   iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

   iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

   This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

   i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

   ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
    i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 22CPR01

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Monroe County Coral Resilience Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are no extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
For purposes of this Agreement, the Grantee will be considered the owner of any nonexpendable and/or nonconsumable personal property or equipment costing $5,000 or more purchased for the completion of the Project under a subcontract. Upon satisfactory completion of this Agreement, the Grantee will require its subcontractor to account for and report on all nonexpendable and/or nonconsumable personal property or equipment purchased under its subcontract in accordance with the Grantee's financial reporting and inventory control requirements. Based on the subcontractor report, the Grantee will submit Exhibit B, Property Reporting Form, to the Department with any applicable requests for reimbursement. Nonexpendable and/or nonconsumable personal property or equipment purchased for the Project by a subcontractor is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72 and/or Chapter 69I-73, F.A.C., as applicable, and should be capitalized, when appropriate, in accordance with GAAP and the Grantee's financial reporting requirements. The following terms shall apply:
a. The Grantee and/or its subcontractor(s) shall have use of the nonexpendable and/or nonconsumable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.

b. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the nonexpendable and/or nonconsumable personal property or equipment in good operating condition.
c. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, nonexpendable and/or nonconsumable personal property or equipment purchased with state funds and held in Grantee's possession for use in a contractual arrangement with the Department.
d. The Grantee is responsible for keeping a current and accurate inventory of any nonexpendable and/or nonconsumable personal property or equipment in accordance with its financial reporting and inventory control requirements. The Department may request an annual copy of these inventory records for the life of the Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.
b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement with the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Insurance Waiver for Sub-Grantees.
Grantee may waive the insurance limits as designated in Section 8, Attachment 2 for Sub-Grantees that are State of Florida governmental entities. If the Grantee chooses to grant a waiver to a sub-grantee, the Grantee must provide such waiver to the Department. The Department shall not be liable for any injury, loss, or damage sustained or suffered by persons as a result of the waiver. This does not waive insurance requirements for Grantees.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 22CPR01

ATTACHMENT 3

I. PROJECT TITLE: Monroe County Coral Resilience Project

II. PROJECT LOCATION(S): The Project will be located in the following locations:

a. City of Layton within Monroe County – Lat/Long (24.825901, -80.814207)
b. City of Summerland Key within Monroe County – Lat/Long (24.661389, -81.454444)
c. Virginia Key within Miami-Dade County – Lat/Long (25.733870, -80.159474)

III. PROJECT BACKGROUND: Florida's Coral Reef spans over 350 miles of continuous, diverse, coral reef ecosystems and is a beautiful, national treasure that supports an incredible amount of life in addition to providing jobs, protection, and enjoyment for millions of residents and visitors.

In the summer of 2023, Florida's Coral Reef (FCR) experienced an extreme coral bleaching event, that resulted in significant mortality of several different coral species across FCR. In response, evacuation efforts and land-based holding of Endangered Species Act-listed species and stony coral tissue loss disease susceptible species proved to be necessary to preserve genetic diversity for future propagation efforts. This mass movement and temporary holding of corals from *in-situ* nurseries to *ex-situ* holding facilities identified a gap in existing infrastructure for emergency response, which slowed our ability to move and hold corals efficiently.

Coral bleaching has been occurring more frequently over the past few decades, and some level of bleaching has occurred every year since 2011. In July 2023, NOAA recorded the highest South Florida sea temperatures (35°C/95°F) since in-water measurements started in 1981. In addition, FCR has seen outbreaks of disease, most notably the outbreak of stony coral tissue loss disease in 2014 which is now endemic to the entirety of the reef and affects over 23 different stony coral species. Understanding that major disturbance events such as bleaching or disease outbreaks will continue to happen, it is important to have precautions in place to facilitate a rapid response when necessary, including the development of and maintenance of holding facilities specifically designated for emergency response.

IV. PROJECT DESCRIPTION: The Monroe County Board of County Commissioners (Grantee) will conduct the Monroe County Coral Resilience Project (Project). The overall goal of this Project is to provide infrastructure support for corals in the event that evacuation and holding is necessary. The Grantee will sub-contract Keys Marine Laboratory, Mote Marine Laboratory, and University of Miami to complete the work.

This Project fulfills the emergency assistance request of the Florida's Coral Reef Resilience Program (FCRRP) and is consistent with State of Florida Restoration Priorities for Florida's Coral Reef: 2021-2026 and Florida's Bleaching Response Plan. The outcomes of this Project will be incorporated into the disturbance response efforts which seeks to improve understanding about the scale and severity of the disturbance on Florida's Coral Reef, identify management actions to remediate impacts, restore affected resources, and ultimately propagate thermally and disease tolerant species. As such, collaboration amongst partners is encouraged when appropriate to avoid duplication of efforts and ensure alignment of needs. Coordination with other partners is recommended, as appropriate.

V. TASKS AND DELIVERABLES:

Task 1: Infrastructure Expansion and Coral Holding at Keys Marine Laboratory

Task 1 will add land-based capacity for coral (and other associated reef organisms) by providing life support for holding, propagation, and to facilitate a rapid emergency response. This work will be completed by the Keys Marine Laboratory (KML) under this Project and will include Project Management to design, plan, acquire permits as necessary, coordinate construction, and complete startup of the land-based DEP Coral Response Seawater System (Figure 1).

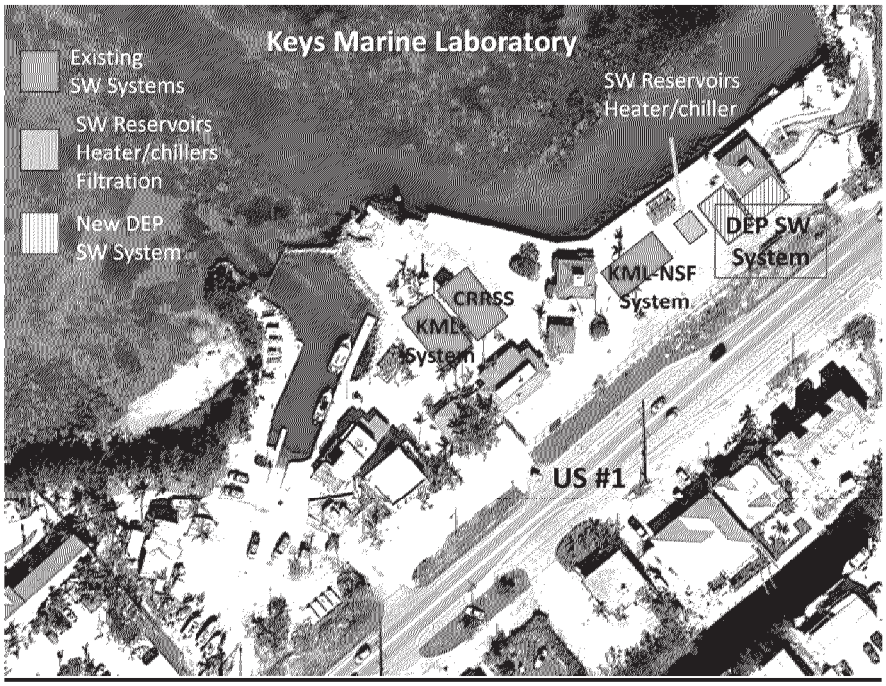


Figure 1. *Site map of Keys Marine Laboratory and location of proposed DEP seawater system.*

All equipment and assets purchased for and used in the construction and buildout of this new system will become the property of the University of South Florida (USF) as host institution for Florida Institute of Oceanography (FIO) (also known as Keys Marine Laboratory) (Tasks 1.1). The Florida Keys are in an area of high hurricane activity. Equipment shall be designed to resist high-velocity winds and wave action in accordance with local, state, and federal requirements.

Task 1 will also provide support for the operation and maintenance of sixteen (16) 240-gal seawater tables within existing KML System for coral emergency response efforts and coral restoration activities for two years (Task 1.2). Tables within KML SW systems will be maintained and operated by KML and prioritized for use by the coral restoration community with advanced notice, approval, and scheduling.

Coral restoration practitioners will follow the approval process to be determined by DEP. DEP will provide approval to KML for use of the sixteen (16) DEP-supported tables for coral response and restoration within 48-hours.

Task 1.1: Infrastructure Construction, Equipment Installation, and Build-Out of New DEP Seawater System (Keys Marine Laboratory)

Description The Grantee's subcontractor (KML) will act as Project Manager to oversee the planning, coordination, and construction of the expanded seawater system. Supplies, equipment, and other miscellaneous materials will be purchased in order to complete the expansion. All equipment, assets, supplies and other miscellaneous materials purchased for and used in the construction, installation or build-out of this system will be become the property of the University of South Florida (USF) as host institution for FIO. Contractors, suppliers, and vendors will be utilized for site preparation, electrical planning and installation, retaining wall installation to stabilize tank farm and drain fields, any necessary concrete construction, gravel for final grading and finishing, and shade structure installation. All necessary construction permits will be acquired by KML. KML staff will install life support equipment, tanks, plumbing, and miscellaneous equipment.

Seawater table capacity: Up to 5,700-gal temperature-controlled (up to 20 fiberglass tables, 240-gal or equivalent), 10gpm flow rates for system turnover every 4 hours or 6 times per day.

Coral tank farm footprint: Figure 2. Two greenhouse shade structures with 80% shade cloth (total 2,800 sq ft,, 30' x 40' and 40' x 30'), raised perimeter retaining wall to stabilize gravel over drain fields, concrete pad to support two seawater reservoirs (1700-gal each), one heater/chiller unit (5-ton to maintain temperature-controlled seawater).

Water source: Seawater will be supplied from an existing seawater well and treatment plant which has been in operation for more than ten years. Water quality has been monitored and tested regularly in accordance with Best Available Practices and Association of Zoos and Aquarium (AZA) recommendations.

Upon completion of construction, water flow will be established and KML staff will work through the required testing and monitoring to ensure the system is fully functional, water flow can be maintained, and water conditions are suitable to support corals. The process of Commissioning the System will last a minimum of eight (8) weeks and is outlined below. Proper commissioning of the system is an absolute requirement to ensure functionality and suitable conditions can be maintained.

Commissioning of the system (steps and data collection):

1. Daily water quality parameters will be monitored and collected with a YSI handheld sonde (minimum 3 weeks). This will include pH, salinity, O2, and temperature.
2. Weekly water quality parameters will be tested with aquaculture grade water quality testing kits (minimum 3 weeks). This will include ammonia, nitrite, nitrate, phosphates, copper.
3. Three (3) weeks after the system is operational, water samples will be collected at strategic locations within the system (minimum 2 locations) and sent to an independent off-site lab to test for VOCs, phosphates, sulfates, and total nitrogen.
4. Test live corals: Pending results of off-site water quality tests, live test corals will be held in the system for a minimum of two (2) weeks to ensure suitable water conditions have been met.

Upon completion of construction, the system will have a unique designation agreed upon by all parties. The new system will include signage with logos including but not limited to DEP, FCR, Monroe County and KML logos. Design of signage will be completed by KML and submitted to all partners for review and approval prior to installation.

Although not funded under this agreement, the new system will be prioritized for emergency coral rescue efforts and coral restoration activities. If future support for operations and maintenance is provided by DEP, this system will be reserved for use by DEP. If funded by DEP, use of this system will be approved/authorized in writing by DEP to KML for coral response and restoration within 48-hours of use.

Deliverables: The Grantee's subcontractor (KML) will submit:

a) Milestone Timeline with estimated period of work for KML seawater system Project construction and completion.
b) Seawater System schematic and map of design plan.
c) List of all supplies and equipment purchased and a brief description of how those supplies will be used (provided quarterly).
d) Copies of all acquired permits for construction and buildout.
e) Quarterly Project Management Report documenting the progress of construction and milestones completed to date. Report shall include 1-3 photos documenting the progress of construction. Report may be provided as part of the Exhibit A Progress Report.
f) Representative (5-10) photos of DEP SW system once construction is complete that shows the signage and logos detailed above.
g) Social media post with 1-2 photos and 1-3 sentences highlighting the buildout/construction of the new system. Post should acknowledge the funding assistance provided by the DEP's Office of Resilience and Coastal Protection and partnership with Monroe County.
h) Water quality data during the commissioning of the SW system:
    i. Daily collection of pH, salinity, O2, and temperature (minimum of 3 weeks);
    ii. Weekly collection of ammonia, nitrite, nitrate, phosphates, and copper (min of 3 weeks);
    iii. One-time collection of water samples at strategic locations within the system (minimum 2 locations) and sent to an independent off-site lab for VOCs, phosphates, sulfates, and total nitrogen; and
    iv. Summary of observations and applicable in-tank water test results from the final two week 'water quality specimen holding test' which ensures water quality parameters remain consistent to reef quality and KML existing system parameters after the introduction of specimens.
i) Coordinate final site visit with the DEP.
j) Draft report language summarizing the Project completion and operation status and will include water quality results and outcomes of test corals. Note: draft report will be integrated into Final report as part of Task 1.2.

Task 1.2: Operation and Maintenance of existing KML Seawater Systems for coral emergency response and coral restoration efforts for two years (total 16 tables)

Description: The Grantee will provide funding to KML for the operation and maintenance of sixteen (16) 240-gal tables within existing temperature-controlled KML seawater systems to ensure land-based capacity and availability to support coral emergency responses and coral restoration activities e.g. coral holding, propagation, and grow-out (two 1-year periods). DEP will provide approval to KML for use of the 16 prioritized tables for coral response and restoration within 48-hours of need.

Tables funded under this Project (16) will be reserved for DEP approved usage and costs for such operation will be billed regardless of the total number of tables used in any given month over the course of the Project period. Over-flow capacity for coral emergency response and restoration using other existing KML seawater systems will be billed at posted KML rates.

An onsite emergency backup generator, serviced and maintained by KML, will ensure life support is maintained to the KML seawater systems. The Florida Keys are in an area of high hurricane activity. Equipment shall be designed to resist high-velocity winds and wave action in accordance with local, state, and federal requirements.

Operations and maintenance of the systems will include KML staff support for daily and routine maintenance and administration, coral husbandry position for two years (50% effort), water quality monitoring and routine sampling, utilities costs to operate the system, purchasing any necessary equipment for replacements or repairs to ensure uninterrupted operations, purchase of supplies and consumables for cleaning and biosecurity, periodic veterinary inspections and services for coral health certifications, etc.

Deliverables: The Grantee's subcontractor (KML) will submit:

a) Daily work logs that document activities performed by support staff including routine maintenance (provided quarterly).

b) Repair logs that document all repairs performed on the associated seawater systems and coral husbandry support (provided quarterly).

c) Quarterly tracking and usage spreadsheet that documents the current operations of all DEP-supported seawater tables within KML seawater systems for the reporting period. Spreadsheet will include:
   i. Approved coral restoration entity and/or Principal Investigator
   ii. Number of tables and number of days used

d) Quarterly water quality monitoring and sampling data (Excel spreadsheets):
   i. HOBO data logger – continuous water temperatures in representative seawater tables (note: HOBOs data downloaded at least monthly)
   ii. Daily Hand-held YSI data: water temp, % DO, salinity ppt, pH
   iii. Water quality test results: VOCs, phosphates, sulfates, and total nitrogen (sampled quarterly or once within each reporting period)

e) A final report summarizing the operation and maintenance of systems (Note: final report must comply with Section 508 of the U.S. Rehabilitation Act (as amended), Florida Statute Chapter 282, and Rule: 60-8.002, F.A.C. Final report will also acknowledge the funding assistance provided by the DEP's Office of Resilience and Coastal Protection). Final report will include the "Draft report" content from Task 1.1.

Task 2: Infrastructure Expansion and Emergency Coral Transport Capability at/via Mote Marine Laboratory (Mote)

The Grantee's subcontractor, Mote Marine Laboratory (Mote) will perform infrastructure expansion at the Elizabeth Moore International Center for Coral Reef Research and Restoration (IC2R3) (address: 24244 Overseas Highway, Summerland Key, FL 33042), a fully equipped marine science facility dedicated to marine research and education in the Lower Florida Keys (about 24 miles from Key West). Currently, this facility includes:

- Category 5 hurricane resistant concrete building with 19,000 square feet of research labs, education classrooms, offices, and dormitories, vehicles and vessels, WiFi, and convenient access to Lower Florida Keys coral reef sites.
- Approximately 40 Scientific, Education, Administrative, Facilities, and Life Support staff supporting IC2R3 - as well as coral restoration nurseries in Islamorada and Key Largo – and education/outreach locations at the History and Discovery Center in Islamorada and NOAA EcoDiscovery Center in Key West.

- Field support for visiting scientists (details on visitor support).
- Indoor and outdoor seawater systems, environmental control rooms, raceways and experimental tanks for mesocosm-level studies, including research on ocean acidification and climate change impacts to reef organisms (details on wetlab research system).
- Molecular equipment to process and prepare samples for generation sequencing, genomics, metagenomics and transcriptomics (details on microbiology and molecular biology dry labs).
- Microbial supplies for molecular and culturable applications within the marine environment.
- Carbonate chemistry laboratory for ocean acidification studies (details on chemistry dry lab and Climate and Acidification Ocean Simulator).
- Eco-friendly design with solar panels, rainwater capture system, and high-efficiency heating and cooling (LEED Gold certified).

The wide variety of research and education programs conducted at Mote's IC2R3 reflect the diversity of Mote's staff and experience. Current Mote programs with ongoing research at IC2R3 include:

- Coral Reef Restoration
- Coral Reef Monitoring & Assessment
- Coral Health & Disease Research
- Ecotoxicology
- Marine & Freshwater Aquaculture Research
- Ocean Acidification Research

Scientists at IC2R3 study coral reef communities' response to climate change impacts such as rising ocean temperatures and ocean acidification; investigate major coral disease outbreaks and the overall microbiome of microscopic life forms that can help or harm coral reefs; optimize coral reef restoration efforts with grazers studies and research on threatened and vulnerable species; assess the genetic diversity of native coral species, including the potential for genotypes (genetic varieties) with natural resilience to stressors, and more.

Task 2.1: Supply Acquisition and Build-Out for New Land-Based Raceways

Description: The supplies and miscellaneous/other items requested for this emergency coral infrastructure expansion will complement all the above-mentioned coral research and restoration resources and scientific expertise at Mote by adding a 20-raceway coral matrix (approximately 3ft x 3ft x 8ft and 350 gallons each) on the Mote owned IC2R3 property on Summerland Key. This Project will increase coral disturbance holding capacity to maintain basic life support needs, including separate/independent pumps, plumbing, electrical, and alarms required for appropriate coral health to maintain water treatment, flow, filtration, chemistry, temperature, and structure/shade-cloth for managing varying light needs for corals requiring temporary storage during emergency scenarios, such as in-situ water temperature and chemistry stress events, bleaching, disease, and storms. Funding will be used to support the purchase of all supplies and miscellaneous/other needed for buildout. The installation and buildout will be completed by Mote staff (not funded under this agreement). Once raceways become operational, they will continue to be maintained by existing trained/experienced Mote staff. Raceways will be marked with DEP, FCR, and Mote logos and will be prioritized for emergency coral rescue efforts. The use of these systems must be approved/authorized in writing by DEP throughout the duration of this agreement and in coordination with the DEP after agreement termination.

Deliverables: The Grantee will submit:

a) List of all supplies and equipment purchased and a brief description of how those supplies will be used in construction.
b) Photos of area at IC2R3 before buildout of the 20-raceway matrix and associated life support systems.
c) Quarterly Project Management Report documenting the progress of construction and milestones completed to date. Report shall include 1-3 photos documenting the progress of construction. Report may be provided as part of the Exhibit A Progress Report.
d) Photos of area at IC2R3 after buildout that show all 20-raceways and associated life support systems. Photos should show the DEP, FCR, and Mote logos being displayed on the new systems.
e) Coordinate final site visit with DEP.
f) Press Releases and/or Social Media posts after construction completion the 20-raceway matrix that acknowledge the funding assistance provided by DEP's Office of Resilience and Coastal Protection and partnership with the Grantee.

Task 2.2: Mobile "Live Hauler" Equipment Purchase and Build-Out

Description: An approximately 1,200-gallon, 30 ft "live hauler" trailer will be purchased with independent mobile ability, towed via an existing Mote pickup truck 5th-wheel, with full coral life support systems (condensed mobile version to raceway matrix above – i.e. generator power, mobile filtration and heat pump, and divided spaces for biosecurity). This "live hauler" trailer will be used to transport corals from all restoration partners across the Florida Keys or to the mainland as needed for emergency safe storage or restoration purposes. This equipment purchase will become the property of the Grantee's subcontractor, Mote Marine Laboratory.

Additional supplies/equipment needed for the build-out and outfitting of the "live hauler" trailer will not be funded under this agreement. The initial fabrication of the trailer will be done by Oceans Design and any final installation and buildout will be completed by Mote staff (not funded under this agreement). Additionally, the "live hauler" will also be marked with DEP, FCR and Mote logos on the exterior (unless otherwise noted by DEP) and will be prioritized for emergency coral rescue.

Deliverables: The Grantee will submit:
a) Purchase of the equipment ("live hauler" trailer) as evidenced by: Purchase order(s), vendor invoice(s), and pictures of equipment purchased. Completed Property Reporting Form, DEP 55-211 (Exhibit B) with invoice copy.
b) Photos of "live hauler".
c) Press Releases and/or Social Media posts after construction completion the "live-hauler" that acknowledge the funding assistance provided by DEP's Office of Resilience and Coastal Protection and partnership with the Grantee.

Task 3: Infrastructure expansion at the University of Miami

Task 3 will expand land-based infrastructure at the University of Miami's (UM) facilities on Virginia Key for the purpose of holding/propagating future rescue corals in anticipation of the need for rapid disturbance response. UM will design, build, and commission the systems, and then use them to maintain and propagate rescued corals as needed. When not in use for rescue corals, UM will utilize these tanks for routine (non-emergency) propagation pipelines with the understanding that they must be available for rescue corals at short notice, as needed. In these situations, the use of these tanks will be approved/authorized in writing by DEP throughout the duration of the Project.

UM will construct a new ~2,500 sq. ft. shade house to accommodate this expansion. The shade house

will be installed on an elevated gravel bed with retaining walls and buried plumbing and electrical supply. The shade house is a curved-roof construction (bow house) consisting of 50% shade-cloth and a poly liner to shield from rain. The facility will comprise thirty (30) recirculating aquaculture systems (RAS) in six (6) independent arrays of five tanks (30 tanks total). Initially, fifteen (15) propagation tanks will be built out in an existing expansion area and fifteen (15) propagation tanks in the new shade house. However, as the facility continues to expand, we will eventually consolidate all thirty disturbance response tanks into the new shade house that will be dedicated for this use.

Each 115-gal tank is approx. 8'x3'x1' in dimensions, with a growable area of ~25 sq. ft. (750 sq. ft. in total). Each 5-tank array is connected to a 185-gallon sump connected to a 3 hp heater/chiller unit, and each sump incorporates an internal protein skimmer. Pumps continually circulate water through each 5-tank array and temperatures are maintained to within 1oF. Volume of each 5-tank system totals ~760 gallons, including plumbing, tanks, and sump. All equipment and assets purchased for and used in the construction and buildout of this new system will become the property of the University of Miami.

Seawater will be replaced in each system on a weekly basis (~200 gal/week per 5-tank array, approx. 20%). Seawater is sourced locally from Bear Cut, passes through settlement tanks, sand filters, and a UV sterilizer and will be ozonated and degassed prior to being used as replacement water in coral tanks. The recirculation loop on each 5-tank system will also include an in-line UV unit to ensure continued sterilization on an ongoing basis.

Task 3.1: Purchase and Install First 15 Tanks and Associated Life Support

Description: Three arrays of 5 tanks each (15 tanks total) will be installed in an expansion area in our existing shade house. Installation and buildout will be completed by UM staff, assisted by the same sub-contractor (Full Spectrum Aquaculture) who installed the existing tank arrays in the shade house. Once construction is completed, tanks are allowed to condition for two weeks to allow residues/PVC glues to dissipate, and to test temperature control and water quality. After this period, corals are introduced to the tanks, where they will be maintained by UM staff. Raceways will be marked with DEP, FCR, and UM logos (at minimum) and will be prioritized for emergency coral rescue efforts. The use of these systems for non-emergency use must be approved/authorized in writing by DEP throughout the duration of the Project.

Deliverables: The Grantee will submit:

a) List of all supplies and equipment purchased and a brief description of how those supplies will be used in the buildout (provided quarterly).

b) Quarterly Project Management Report documenting the progress of installation and milestones completed to date. Report shall include 1-3 photos documenting the progress of installation. Report may be provided as part of the Exhibit A Progress Report.

c) Representative photos (5-10) of area after buildout showing the three 5-tank arrays and associated life support systems and signage/logos detailed above.

d) Social Media post after completion of the three 5-tank arrays that acknowledges the funding assistance provided by DEP's Office of Resilience and Coastal Protection and partnership with the Grantee.

Task 3.2: Site Preparation, Construction of Shade house, and Installation of Second 15 Tanks and Associated Life Support

Description: UM will undertake site preparations and installation of a new shade house at an expansion site adjacent to UM/Experimental Hatchery. This shade house will accommodate the second set of three

5-tank arrays. Site preparation, electrical/plumbing hookups, and shade house installation will all be undertaken by contractors/suppliers/vendors. Installation and buildout of tanks and life support will be completed by UM staff assisted by the same contractor (Full Spectrum Aquaculture) who installed all existing tank arrays. All equipment and assets purchased for and used in the construction and buildout of this new system will become the property of the University of Miami. Once raceways become operational, they will be maintained by UM staff. Raceways will be marked with DEP, FCR, and UM logos (at minimum) and will be prioritized for emergency coral rescue efforts. The use of these systems must be approved/authorized in writing by DEP throughout the duration of the Project.

Deliverables: The Grantee will submit:

a) Map of site and planned construction area/designs.
b) Copies of any permits for construction and buildout, if any required
c) List of all supplies and equipment purchased and a brief description of how those supplies will be used (provided quarterly)
d) Quarterly Project Management Report documenting the progress of construction and milestones completed to date including site prep, plumbing, system buildout, shade house construction, and electrical. Report shall include 1-3 photos documenting the progress of construction. Report may be provided as part of the Exhibit A Progress Report.
e) Representative photos (5-10) of area after buildout showing the three 5-tank arrays and associated life support systems including signage/logos detailed above.
f) Social media post after completion of the three 5-tank arrays that acknowledges the funding assistance provided by DEP's Office of Resilience and Coastal Protection and partnership with the Grantee.

Task 3.3: System Operations and Maintenance

Description: UM will incorporate the newly constructed DEP Coral Response Seawater Systems into the operations and maintenance of its existing coral facility to ensure life support for corals and associated organisms. Current protocols at the University of Miami's facility include the following:

Husbandry Protocols

- Husbandry lists are completed daily with such activities as feeding, health examinations, water parameter monitoring, equipment checks, maintenance, isolation and treatment of new arrivals as well as various other essential tasks logged in a database. Open-up, daily and close-up activities are conducted, logged, and initialed to establish a record and degree of accountability.
- All equipment is inspected upon arrival, and when leaving the facility at the end of the day. All aquarium systems are monitored 24/7/365 via temperature sensors. Should the temperature rise or fall outside of the designated range for that system, alerts are sent out via email and text message to a list of accountable staff members responsible for responding to, assessing, and addressing the alerts accordingly.
- Aquariums and raceways are cleaned on a weekly basis. Native invertebrates such as snails, hermit crabs, and sea urchins are also used to aid in the reduction of nuisance algae growth. The platforms and plugs/tiles that coral fragments and colonies are held on are cleaned twice weekly to remove algae, filter feeding pests, and other items that accrue over time.

Routine Health Assessment

- A census of the different coral size classes is conducted daily, with any additional asexual fragmentation conducted and added to a running inventory list. A full inventory log is conducted quarterly to confirm these quantities.

- Coral condition is monitored routinely, with practitioners performing health checks as part of the daily husbandry list. Observations include coral coloration, polyp extension (or lack of), new growth, signs of stress, and other factors. This assessment typically occurs multiple times per day by multiple staff members to ensure that all corals are inspected by multiple observers.
- In cases of mortality, a loss of life analysis is conducted. This analysis consists of a full examination of the conditions surrounding the mortality. Factors of note include: observing corals sharing the same aquarium/water system, checking husbandry logs for irregularities, testing of water parameters for anything outside of acceptable range, etc. Any mortality is logged to identify any patterns of loss and update inventory, recording the species, genotype, and tank in which it was being held, as well as any supplemental information available for that individual.

Water Quality Analyses

- Daily:
  - Alkalinity, salinity, and temperature are monitored daily for each aquarium system. Salinity and temperature are measured using electronic HANNA probes that are calibrated monthly. Alkalinity is recorded via Red Sea alkalinity test kits. Target ranges for these parameters are as follows: Alkalinity 7-9 dKH, Temperature 74-85°F (adjusted seasonally), Salinity 1.024-1.027 relative specific gravity (32-36 ppt).
  - Oxidation-reduction potential (ORP) of ozonated supply water is observed at the start and end of day. The ozonation filtration system is equipped with automatic shutoff measures to safeguard against the dangers of straying above or below the required levels. After ozonation, incoming seawater passes through a carbon filter, and UV sterilizer to further ensure removal of any potentially hazardous ozone remaining in the water. Target range for ORP is 350-375 mV.

- Weekly:
  - Ammonia, nitrite, nitrate, pH, phosphate, magnesium, calcium, and alkalinity are measured and recorded weekly for each system. Aquarium-grade kits are currently used for the testing of these parameters (API Saltwater Master Test Kit, Red Sea Foundation Pro Test Kit, HANNA Digital Phosphate Colorimeter). The equipment for this water quality monitoring is scheduled to be upgraded to spectrophotometric water sampling device to be kept on-site.
  - Target ranges for these parameters are as follows: Ammonia < 0.1 ppm, Nitrite < 0.1 ppm, Nitrate 0-5 ppm, pH 8.0-8.4, Phosphate <0.1 ppm (ideal range 0-0.03 ppm), Calcium 400-450 ppm, Magnesium 1200-1400 ppm, Alkalinity 7-9 dKH.

- Monthly:
  - Water samples taken from each aquarium system are mailed out to an independent, off-site water quality laboratory (ICP Analysis). Reports consisting of the quantitative analysis of 56 different elements are received and compiled for detailed analysis of all aspects of mineral water quality. Incoming seawater and aquarium water are also routinely transported to an adjacent laboratory at the University of Miami's marine campus for analysis of bacterial content. We primarily monitor these minor parameters to assess changes in our incoming seawater supply that might affect or explain variation in the weekly parameters listed above. For this reason, we do not generally have a target range for these additional monthly parameters.

Propagation and Transfer

- Microfragmentation occurs when parent colonies and existing fragments have overgrown their substrate. Parental/genotype information is recorded on the plug of each fragment. Approximately 50-100 new fragments are produced weekly for research or outplanting purposes.
- All transfer events are communicated between participating organizations with advanced planning and coordination with a licensed veterinary technician. Any corals arriving/departing from/to other coral facilities must have an inspection prior to transport. Proper documentation consisting of species, genotype, quantity, original collection point, and destination information is provided by/to the transferring and receiving facilities.
- Any corals leaving the facility to be outplanted on nurseries or reefs require an additional veterinary inspection if they have been held on site for more than 30 days before they are permitted to leave the facility.

Deliverables: The Grantee will submit:

a) Spreadsheet containing daily, weekly, and monthly water quality data, as described above under "*Water Quality Analyses*" (provided quarterly).
b) Spreadsheet documenting "*routine health assessments*", as described above (provided quarterly)
c) Representative images (5-10) of the raceways/tanks in use. Images should clearly show the tanks are labelled/marked with the DEP logo (provided quarterly).
d) Current inventory cataloguing corals/fragments currently in holding and which tank/system they are being held in (excel spreadsheet) (provided quarterly).
e) Coordinate final site visit with the Department.
f) A final report summarizing the Project completion and operation status will include water quality results (Note: final report must comply with Section 508 of the U.S. Rehabilitation Act (as amended), Florida Statute Chapter 282, and Rule: 60-8.002, F.A.C. Final report will also acknowledge the funding assistance provided by DEP's Office of Resilience and Coastal Protection). Final report will also include a summary from Task 3.1 and 3.2.

VI. PERFORMANCE MEAUSURES: The Grantee will submit all deliverables electronically for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline below. The Department's Grant Manager will review the task deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single sub-task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single sub-task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single sub-task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided in writing. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

VII. CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding

Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. If the Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

VIII. PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the approved Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

IX. STATUS REPORTS: Quarterly status reports are due no later than forty-five (45) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30, and December 31. The final quarterly status report is due no later than August 15, 2026.

X. PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Task Start Date	Task Due Date
1.1	Infrastructure Construction, Equipment Installation, and Build-Out of New DEP Seawater System	Contractual Services	$559,283	Upon Execution	12/31/2025
1.2	Operation and Maintenance of existing KML-NSF System for coral emergency response efforts for two years	Contractual Services	$430,717	Upon Execution	6/30/2026
2.1	Supply Acquisition and Build-Out for New Land-Based Raceways	Contractual Services	$357,000	Upon Execution	6/30/2025
2.2	Mobile "Live Hauler" Equipment Purchase and Build-Out	Contractual Services	$165,000	Upon Execution	6/30/2025
3.1	Purchase and Install First 15 Tanks and Associated Life Support	Contractual Services	$206,295	Upon Execution	12/31/2024
3.2	Site Preparation, Construction of Shade house, and Installation of Second 15 Tanks and Associated Life Support	Contractual Services	$392,119	8/1/2024	7/31/2025
3.3	System Operations & Maintenance	Contractual Services	$389,518	1/1/2025	6/30/2026
		Total:	**$2,499,932**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement)* to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Treasury	21.027	SLFRP0125	$2,499,932	152D-22
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$2,499,932	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

ATTACHMENT 8
Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
C. Wholly or partly suspend or terminate this Contract.
D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
   i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non- Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean air Act (42 U.S. C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of $100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control

Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding $100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:
https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

i. Grantees who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as partof any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
B. Procure a commercial sex act during the period of time that the award is in effect; or
C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative descripting the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

i. Projected/actual construction start date (month/year)
ii. Projected/actual initiation of operation date (month/year)
iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER $10 MILLION

For infrastructure projects over $10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

i. The number of employees of contractors and sub-contractors working on the project;
ii. The number of employees on the project hired directly and hired through a third party;
iii. The wages and benefits of workers on the project by classification; and
iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project

workforce continuity plan, detailing:

i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;

iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associatedwith workplace illnesses, injuries, and fatalities;

iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and

v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as appliable:

i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund

ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Exhibit A –
Progress Report and Deliverable Submission Form

DEP Agreement No.:	22CPR01
Project Title:	Monroe County Coral Resilience Project
Grantee:	Monroe County Board of County Commissioners
Grantee Grant Manager Name:	Andrew Roltsch
DEP Grant Manager Name:	Kristi Kerrigan
Reporting Period:	

Provide the following information for all tasks identified in Attachment 3 Grant Work Plan:
Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task #: Task Title

- **Amount completed within this reporting period (%):**
- **Amount completed to date (%):**
- **Progress for this reporting period:** [*Add Text <500 words*]

- **Identify any delays or problems encountered:** [*Add Text <300 words*]

- **Deliverables due for this task; date they were submitted (or expected to be submitted); and how deliverables are submitted/where to find them: [***List all deliverables associated with the task/sub-task as a list (mimic the numbering from Attachment 3 – Grant Work Plan). Note which deliverables are being provided in this quarter and provide a link to that folder/file. If deliverables were provided previously, indicate the date they were accepted. Include a short description of how to find each deliverable within that folder location.*]
  a)
  b)
  c)

Task #: Task Title

- **Amount completed within this reporting period (%):**
- **Amount completed to date (%):**
- **Progress for this reporting period:** [*Add Text <500 words*]

- **Identify any delays or problems encountered:** [*Add Text <300 words*]

- **Deliverables due for this task; date they were submitted (or expected to be submitted); and how deliverables are submitted/where to find them: [***List all deliverables associated with the task/sub-task as a list (mimic the numbering from Attachment 3 – Grant Work Plan). Note which deliverables are being provided in this quarter and provide a link to that folder/file. If deliverables were provided*

previously, indicate the date they were accepted. Include a short description of how to find each deliverable within that folder location.]

a)
b)
c)

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (Original Ink or Adobe Certified Signature)	Date

For DEP Internal Use Only

This report and the specific deliverables described in this Progress Report and Deliverable Submission Form demonstrate that the work under the tasks outlined in this form was satisfactorily performed and are hereby approved in accordance with the reporting requirements of the above DEP Agreement number.

Signature of DEP Grant Manager or Designee (Original Ink or Adobe Certified Signature)	Date

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit B - Property Reporting Form

Agreement Number: 22CPR01

GRANTEE: In order to comply with applicable state and/or federal regulations, list non-expendable equipment/personal property costing $5,000 or more purchased directly or indirectly under the above Agreement. Complete: 1) a description of the property, 2) the serial number or other identification number, 3) the source, 4) who holds title/ownership, 5) purchase date, 6) cost, 7) DEP's percent share of that cost, 8) location/address of the property, 9) use and condition, 10) any ultimate disposition data, including date of disposal and sale price.

Description	Serial No./ ID No.	Source	Owner	Purchase Date	Cost	% Charged to DEP Grant	Location	Use and Condition	Disposition

Grantee: Monroe County Board of County Commissioners **Date:** 03/25/2024 **Grantee Grant Manager:** _____ **Date:** _____

BELOW IS FOR DEP USE ONLY

DEP GRANT MANAGER: Send invoices supporting the cost of the items to Finance and Accounting for the processing of the Grantee's invoice for payment. Maintain a copy of the invoices supporting the cost of each item identified above in your grant agreement file. Refer to Administrative Policy 320 for Property Guidelines.

DEP Grant Manager: _____ Date: _____

EXHIBIT C

PART 1a - PAYMENT REQUEST SUMMARY FORM

GRANTEE NAME: _____ DEP GRANT NO.: _____

MAILING ADDRESS: _____ REQUEST DATE: _____

_____ FINAL INVOICE (Y or N): _____

_____

PAYMENT REQUEST NO.: _____ TOTAL AMOUNT REQUESTED: _____

TASK/DELIVERABLE NO(S).: _____ MATCH AMOUNT REQUIRED BY AGREEMENT: _____

PERFORMANCE PERIOD: _____

EXPENDITURE SUMMARY - By Category

EXPENDITURE CATEGORY *(As Authorized)*	DEP BUDGETED AMOUNT	AMOUNT THIS REQUEST	RETAINAGE WITHHELD *(Enter Percentage, Only for Implementation Projects; SRP/FRP)*	RETAINAGE TO DATE *(Including this request)*	EXPENDITURES TO DATE *(Including this request)*	BUDGETED AMOUNT REMAINING	MATCHING FUNDS FOR THIS REQUEST *(page 10)*	TOTAL CUMULATIVE MATCHING FUNDS
			0%					
Salaries/Wages *(page 4)*	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Fringe Benefits *(page 4)*	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Indirect Costs *(page 5)*	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Contractual Services *(page 6)*	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Travel *(page 7)*	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Equipment *(page 8)*	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Rental/Lease of Equipment *(page 8)*	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Miscellaneous/Other Expenses *(page 9)*	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Retainage (Reimbursed After Final Invoice)		$0.00						
TOTAL AMOUNT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

TOTAL AMOUNT DUE *(Total Amount This Request Minus 5% Retainage Withheld, if applicable)*	$0.00

EXHIBIT C

PART 1b - PAYMENT REQUEST SUMMARY FORM

Payment Request No: _____

Performance Period: _____

EXPENDITURE SUMMARY - By Task

Authorized Tasks	AMOUNT THIS REQUEST	PREVIOUS PAYMENT REQUESTS	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST *(page 10)*	TOTAL CUMULATIVE MATCHING FUNDS
Task 1.1:	$ -	$ -	$ -	$ -	$ -
Task 1.2:	$ -	$ -	$ -	$ -	$ -
Task 2.1:	$ -	$ -	$ -	$ -	$ -
Task 2.2:	$ -	$ -	$ -	$ -	$ -
Task 3.1	$ -	$ -	$ -	$ -	$ -
Task 3.2	$ -	$ -	$ -	$ -	$ -
Task 3.3	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
TOTAL AMOUNT	$ -	$ -	$ -	$ -	$ -
TOTAL BUDGET (ALL TASKS)	$ -			$ -	
LESS TOTAL CUMULATIVE PAYMEN	$ -			$ -	
TOTAL REMAINING (ALL TASKS)	$ -			$ -	

EXHIBIT C

PART 1 - GRANTEE CERTIFICATION

I, _____, on behalf of
(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for
(Print name of Grantee/Recipient)

DEP Agreement No. _____ and Payment Request No. _____ that:

1. The disbursement amount requested is for allowable costs for the project described in Attachment 3 of the Agreement.

2. All costs included in the amount requested have been satisfactorily performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.

3. The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Grantee's Grant Manager Signature	Grantee's Fiscal Agent Signature
Print Name	Print Name
Date	Date

EXHIBIT C

PART 2 - CONTRACTUAL SERVICES DETAIL

Payment Request No: _____

Performance Period: _____

Task No.	Contractor Name	Contractor Invoice No.	Contractor Invoice Date	Contractor's Performance	Total Invoice Amount	Description of Goods/Services Provided	Payment Type (CC, Check)	Amount Claimed in this Request
1	ABC Inc.	2243	5/1/2023	4/01/2023-4/30/2023	$5,000.00	Description of Goods/Services Provided	Check #00233	$2,000.00
							Total Contractual:	**$0.00**

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 22CPR01

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: (_____) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 22CPR01

Project Title: Monroe County Coral Resilience Project

Grantee: Monroe County Board of County Commissioners

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Andrew Roltsch Digitally signed by Andrew Roltsch
Date: 2024.03.22 13:29:31 -04'00'

Grantee's Grant Manager Signature

Andrew Roltsch

Print Name

3/22/24

Date

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

Monroe County Board of County Commissioners is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title: Financial Analyst

Signature: Andrew Roltsch Digitally signed by Andrew Roltsch Date: 2024.03.25 08:12:55 -04'00' Date: 03/25/2024

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:	
Title:	
Agency Agreement/Contract #	22CPR01
Total Contract Amount	
Contract Term:	

Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known*: **Congressional District**, *if known*:	 **Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

SA00003177_Agreement

Final Audit Report 2024-05-02

Created:	2024-05-02
By:	Holly Kasem-Beg (holly.kasem-beg@miami.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAq0bgEqHnTAag0nzhgo0jDrdiK-rfuEgb

"SA00003177_Agreement" History

Document created by Holly Kasem-Beg (holly.kasem-beg@miami.edu)
2024-05-02 - 12:59:58 PM GMT- IP address: 73.167.160.124

Document emailed to Kenneth Strickland (bstrickland@miami.edu) for signature
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Document e-signed by Kenneth Strickland (bstrickland@miami.edu)
Signature Date: 2024-05-02 - 1:08:34 PM GMT - Time Source: server- IP address: 129.171.6.212

Agreement completed.
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Adobe Acrobat Sign

AMENDMENT NO. 1
TO SUBAWARD NO: 1
BETWEEN
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
MOTE MARINE LABORATORY INC.

This Amendment to Subaward No: 1 (Agreement) is made by and between the Monroe County Board of County Commissioners, 500 Whitehead Street, Key West, Florida 33040 and Mote Marine Laboratory Inc. 24244 Overseas High, Summerland Key, FL 33042 on the date last signed below.

WHEREAS, the County entered into the Agreement with the Subawardee for Monroe County Coral Resilience Project effective April 29, 2024;

WHEREAS, the parties wish to amend the Agreement as set forth herein;

NOW THEREFORE, the parties agree as follows:

1) Page 2 FDP Cost Reimbursement Subaward, is hereby revised to reflect a Subaward Budget Period and Estimated Period of Performance of 5/1/24 to 12/31/25.

2) All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistencies may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

Monroe County Board of County Commissioners
By: _____
Mayor James K. Scholl
Date: _____

Monroe County Clerk of Courts

By: _____
As Deputy Clerk

Date: _____

Mote Marine Laboratory Inc.
By: Michael P. Crosby, PhD, FLS
Digitally signed by Michael P. Crosby, PhD, FLS
DN: cn=Michael P. Crosby, PhD, FLS, o=Mote MArine Laboratory, Inc., ou=President & CEO, email=research@mote.org, c=US
Date: 2025.03.31 10:26:17 -04'00'
Date: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
CHRISTINE LIMBERT-BARROWS
SR. ASSISTANT COUNTY ATTORNEY
DATE: 3/7/25

FDP Cost Reimbursement Subaward

Federal Awarding Agency: Other [Type in Agency]

Pass-Through Entity (PTE):	**Subrecipient:**
Monroe County Board of County Commissioners	Mote Marine Laboratory, Inc.
PTE PI: Andrew Roltsch	Sub PI: Kevin Claridge
PTE Federal Award No: SLFRP0125	Subaward No: 1

Project Title: Infrastructure Expansion and Emergency Coral Transport Capability

Subaward Budget Period: Start: 05/01/2024 End: 12/31/2025	Amount Funded This Action (USD): $ 522,000.00
Estimated Period of Performance: Start: 05/01/2024 End: 12/31/2025	Incrementally Estimated Total (USD): $ 522,000.00

Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.

2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Administrative Contact, shown in Attachment 3A.

3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Administrative Contact, as shown in Attachment 3A, not later than 60 days after the final Budget Period end date. The final statement of costs shall constitute Subrecipient's final financial report.

4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.

5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.

6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Authorized Official Contact and the Subrecipient's Authorized Official Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.

7. The PTE may issue non-substantive changes to the Budget Period(s) and Budget Unilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.

8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

9. Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE notice shall be directed to the Authorized Official Contact, and Subrecipient notice shall be directed to the Authorized Official Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable

10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE:	By an Authorized Official of the Subrecipient:
Name: Kevin Wilson	Name: Michael P. Crosby, PhD, FL
Title: Acting County Administrator	Title: President & CEO
Date: 04.29.24	Date: 03/13/2024

Michael P. Crosby, PhD, FLS — Digitally signed by Michael P. Crosby, PhD, FLS DN: cn=Michael P. Crosby, PhD, FLS, o=Mote Marine Laboratory, Inc., ou=President & CEO, email=research@mote.org, c=US Date: 2024.03.13 07:40:27 -04'00'

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
CHRISTINE LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
DATE: 4/29/24

Attachment 1
Certifications and Assurances

Subaward Number: 1

Certification Regarding Lobbying (2 CFR 200.450)
By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

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

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

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)
By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records
Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)
Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name
Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment
Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Indemnification.
To the extent provided by law, the [Subrecipient Entity/Mote Marine] shall indemnify, defend, and hold harmless the Monroe County and the State of Florida, Department of Environmental Protection, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY/Mote Marine], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [Subrecipient ENTITY/Mote Marine] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [Subrecipient ENTITY/Mote Marine] to indemnify Monroe County for the negligent acts or omissions of Monroe County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [Subrecipient ENTITY/Mote Marine] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement. The Subrecipient shall comply with the indemnification provisions under the DEP Grant Agreement, as set forth in Paragraph 18, Indemnification.

Insurance Requirements.
The Subrecipient Entity/Mote Marine shall comply with the insurance requirements as set forth in Attachment 2 (Paragraph 8. Insurance.) to the Grant Agreement. The Department and Monroe County shall be named as additional insured on the Certificate of Insurance.

MAINTENANCE OF RECORDS
Subrecipient Entity/Mote Marine shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of seven years from the termination of this agreement or for a period of three years from the submission of the final expenditure report as per 2 CFR §200.333, whichever is greater. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for seven years following the termination of this Agreement. If an auditor employed by the COUNTY or Clerk determines that monies paid to subrecipient Entity/Mote Marine pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the subrecipient Entity/Mote Marine, the subrecipient Entity/Mote Marine shall repay the monies together with interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the COUNTY.

The Subrecipient Entity/Mote Marine shall comply with provisions and may be required to submit forms and documentation as required and as outlined in the Grant Agreement and Attachments including but not limited to the provisions as set forth in Attachment 4- Public Records Requirements, Paragraph 22. Statutory Notices Relating to Unauthorized Employment and subcontract, and as set forth below:

1. Public Entity Crime Provisions
2. Discriminatory Vendors Provisions
3. Antitrust Violator Vendors Provisions
4. Scrutinized Companies Provisions
   A. For Contracts of any amount, if the County determines that the Subrecipient Entity/Mote Marine has submitted a false certification under Section 287.135(5), Florida Statutes or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall have the option of (1) terminating the Agreement after it has given the Subrecipient Entity/Mote Marine written notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.
   B. For Contracts of $1,000,000 or more, if the County determines that the Subrecipient Entity/Mote Marine submitted a false certification under Section 287.135(5), Florida Statutes, or if the Subrecipient Entity/Mote Marine has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sector List, or been engaged in business operations in Cuba or Syria, the County shall have the option of (1) terminating the Agreement after it has given the Subrecipient Entity/Mote Marine written notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

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

Ethics Clause. In accordance with Section 5 (b) Monroe County Ordinance No. 010-1990 the following ethics clause; Subrecipient Entity warrants that he/it had not employed, retained or otherwise had act on his/its behalf any former County officer or employee subject to the

prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of *Ordinance No. 020-1990*. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

Attachment 2
Federal Award Terms and Conditions

Subaward Number: 1

Required Data Elements

The data elements required by Uniform Guidance are incorporated in the attached Federal Award.

Awarding Agency Institute (If Applicable): U.S. Department of Treasury

Federal Award Issue Date	FAIN	Assistance Listing No.
02/04/22	SLFRP0125	

Assistance Listing Program Title (ALPT):

Key Personnel Per NOA:

This Subaward Is:

☐ Research & Development ■ Subject to FFATA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:
2. 2 CFR 200
3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:
4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at: except for the following :
   a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Authorized Official Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
   b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
   c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
   d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
   e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income: Additive

Special Terms and Conditions:

Data Sharing and Access:
Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

No additional requirements

Data Rights:
Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Copyrights:

Subrecipient Grants to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Promoting Objectivity in Research (COI):
Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: Subrecipient

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein:

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

The SUBRECIPIENT ENTITY/Mote Marine and its subcontractors must follow the provisions, as applicable, as set forth in 2 C.F.R. §200.326 Contract provisions and Appendix II to 2 C.F.R. Part 200, as amended, including but not limited to:

Davis-Bacon Act, as amended (40 U.S.C. §§3141-3148). When required by Federal program legislation, which includes emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must comply with the Davis-Bacon Act (40 U.S.C. §§3141-3144, and §§3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If applicable, the COUNTY must place a current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

When required by Federal program legislation, which includes emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program (it does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program), the contractors, in contracts for construction or repair work above $2,000 in situations where the Davis-Bacon also applies, must also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). As required by the Act, each contractor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, which includes all FEMA grant and cooperative agreement programs, all contracts awarded by the COUNTY in excess of $100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C.§§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. §3702 of the Act, each contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph 29 C.F.R. § 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 29 C.F.R. § 5.5 (b)(1), in the sum of

$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph29 C.F.R. § 5.5 (b)(1).
(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph29 C.F.R. § 5.5 (b)(2).
(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 29 C.F.R. § 5.5 (b)(1) through (4) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 29 C.F.R. § 5.5 (1) through (4).

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Subrecipient Entity/Mote Marine agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §§1251-1387) and will report violations to FEMA/Federal Agency and the appropriate Regional Office of the Environmental Protection Agency (EPA).
The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—applies to Contracts and subgrants of amounts in excess of $150,000. The Subrecipient Entity/Mote Marine agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA/Federal agency. The Subrecipient Entity/Mote Marine agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to FEMA/Federal Agency and the appropriate EPA Regional Office.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award under a "covered transaction" (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR Part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension" and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and suspension) SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. Subrecipient Entity/Mote Marine is required to verify that none of the contractor's principals (defined at 2 C.F.R. §180.935) or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935). the contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Bidders or Proposers agree to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. If award exceeds $100,00, the attached certification must be signed and submitted by the contractor to the COUNTY.)

Compliance with Procurement of recovered materials as set forth in 2 CFR § 200.323. SUBRECIPIENT ENTITY/Mote Marine must comply with section 6002 of the Solid Waste Disposal Act, as amended, by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition,

where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.
Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Prohibition on certain telecommunications and video surveillance services or equipment as set forth in 2 CFR § 200.216. Recipients and subrecipients and their contractors and subcontractors may not obligate or expend any federal funds to **(1)** Procure or obtain; **(2)** Extend or renew a contract to procure or obtain; or **(3)** Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Domestic preference for procurements as set forth in 2 CFR §200.322 The COUNTY and SUBRECIPIENT ENTITY/Mote Marine greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). These requirements of this section must be included in all subawards including contracts and purchase orders for work or products under federal award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Other Federal Requirements:

Americans with Disabilities Act of 1990, as amended (ADA) – The SUBRECIPIENT ENTITY/Mote Marine will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the SUBRECIPIENT ENTITY/Mote Marine pursuant thereto.

Disadvantaged Business Enterprise (DBE) Policy and Obligation - It is the policy of the COUNTY that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with COUNTY funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The COUNTY and its SUBRECIPIENT ENTITY/Mote Marine agree to ensure that DBE's have the opportunity
to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with 2 C.F.R. § 200.321(as set forth in detail below), applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The COUNTY and the SUBRECIPIENT ENTITY/Mote Marine and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.
2 C.F.R. § 200.321 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the SUBRECIPIENT ENTITY/Mote Marine, with the funds authorized by this Agreement, seeks to subcontract goods or services, then, in accordance with 2 C.F.R. §200.321, the SUBRECIPIENT ENTITY/Mote Marine shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible.
b. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the

Minority Business Development Agency of the Department of Commerce.

(6) Requiring the Prime contractor, if subcontractor are to be let, to take the affirmative steps listed in paragraph (1) through (5) of this section.

The Subrecipient Entity/Mote Marine shall utilize the U.S. Department of Homeland Security's **E-Verify system** to verify the employment eligibility of all new employees hired by the Subrecipient Entity/Mote Marine during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

Energy Efficiency- SUBRECIPIENT ENTITY/Mote Marine will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422) and with all mandatory standards and policies relating to energy efficiency and the provisions of the state Energy Conservation Plan adopted pursuant thereto.

NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

Subrecipient ENTITY/Mote Marine and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. SUBRECIPIENT ENTITY/Mote Marine and COUNTY agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of disabilities; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

During the performance of this Agreement, the SUBRECIPIENT ENTITY/Mote Marine, in accordance with *Equal Employment Opportunity*
(30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C, agrees as follows:

1) The Subrecipient Entity/Mote Marine will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient Entity/Mote Marine will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient Entity/Mote Marine agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The Subrecipient Entity/Mote Marine will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient Entity/Mote Marine, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The Subrecipient Entity/Mote Marine will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient Entity/Mote Marine's legal duty to furnish information.

4) The Subrecipient Entity/Mote Marine will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Subrecipient Entity/Mote Marine's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The Subrecipient Entity/Mote Marine will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The Subrecipient Entity/Mote Marine will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the Subrecipient Entity/Mote Marine's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Subrecipient Entity/Mote Marine may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The Subrecipient Entity/Mote Marine will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient Entity/Mote Marine will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a Subrecipient Entity/Mote Marine becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Subrecipient Entity/Mote Marine may request the United States to enter into such litigation to protect the interests of the United States.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

☒ No Human or Vertebrate Animals

This section left intentionally blank.

Human Subjects Data (Select One) Not Applicable

This section left intentionally blank

This section left intentionally blank

Additional Terms

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number: 1

PTE Information

Entity Name: Monroe County Board of County Commissioners

Legal Address: 1100 Simonton Street, Suite 2-213
Key West, FL 33040

Website: https://www.monroecounty-fl.gov/

PTE Contacts

Central Email: roltsch-andrew@monroecounty-fl.gov

Principal Investigator Name: Andrew Roltsch

Email: roltsch-andrew@monroecounty-fl.gov Telephone Number: 305-292-4476

Administrative Contact Name: Andrew Roltsch

Email: roltsch-andrew@monroecounty-fl.gov Telephone Number: 305-292-4476

COI Contact email (if different to above):

Financial Contact Name: Tina Boan

Email: boan-tina@monroecounty-fl.gov Telephone Number: (305) 292-4472

Email invoices? (●) Yes ( ) No Invoice email (if different):

Authorized Official Name:

Email: Telephone Number:

PI Address:

1100 Simonton St. Suite 2-213
Key West, FL 33040

Administrative Address:

1100 Simonton St. Suite 2-213
Key West, FL 33040

Invoice Address:

1100 Simonton St. Suite 2-213
Key West, FL 33040

Attachment 3B

Research Subaward Agreement

Subrecipient Contacts

Subaward Number: 1

Subrecipient Information for FFATA reporting

Entity's UEI/DUNS Name: Mote Marine Laboratory, Inc

EIN No.: 59-0756643

Institution Type: Nonprofit with 501c3 Status (other than Inst. of Higher Ed.)

UEI / DUNS: FSM5L96Q1RM3

Currently registered in SAM.gov: (•) Yes ( ) No

Parent UEI / DUNS:

Exempt from reporting executive compensation: (•) Yes ( ) No *(if no, complete 3B pg2)*

Place of Performance Information for FFATA reporting

Physical Address, City, State (if U.S.) and Country:

24244 Overseas High, Summerland Key, FL 33042-4803

U.S. Entities only (insert information for Place of Performance):

Congressional District: FL-28

Zip Code+4: 33042-4803

Zip Code Look-up

Subrecipient Contacts

Central Email: info@mote.org

Website: www.mote.org

Principal Investigator Name: Kevin Claridge

Email: kclaridge@mote.org

Telephone Number: 941-388-4441, 275

Administrative Contact Name: Amber Bankes

Email: abankes@mote.org

Telephone Number: 941-388-4441, ext 350

Financial Contact Name: Deb Allen Schultz

Email: dallenschultz@mote.org

Telephone Number: 941-388-4441, ext 474

Invoice Email: abankes@mote.org

Authorized Official Name: Michael P. Crosby, PhD

Email: research@mote.org

Telephone Number: 941-388-4441

Legal Address:

1600 Ken Thompson Pkwy
Sarasota, FL 34236

Administrative Address:

1600 Ken Thompson Pkwy
Sarasota, FL 34236

Payment Address:

1600 Ken Thompson Pkwy
Sarasota, FL 34236

Attachment 3B-2

Highest Compensated Officers

Subaward Number: 1

Subrecipient:

Institution Name: Mote Marine Laboratory, Inc.

PI Name: Kevin Claridge

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and $25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Attachment 4
Reporting and Prior Approval Terms

Subaward Number: 1

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

☐ Monthly technical/progress reports will be submitted to the PTE's Administrative Contact within 15 days of of the end of the month.

☒ Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's Administrative Contact.

☐ Annual technical / progress reports will be submitted within 30 days prior to the end of each budget period to the PTE's Administrative Contact. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.

☒ A Final technical/progress report will be submitted to the PTE's Administrative Contact within 45 days of the end of the Project Period or after termination of this award, whichever comes first.

☐ Technical/progress reports on the project as may be required by PTE's Administrative Contact in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:
Carryover is automatic

Other Reports:

☐ In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's Administrative Contact within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's Administrative Contact within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.

A negative report is required:

☐ Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional Technical and Reporting Requirements:

Subaward Number: 1

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Statement of Work

○ Below ◉ Attached, [ ] pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Budget Information

Indirect Information Indirect Cost Rate (IDC) Applied	0 %	**Cost Sharing**	No
Rate Type:	Modified Total Direct Costs	If Yes, include Amount: $	

Budget Details

○ Below ◉ Attached, [ ] pages

Budget Totals

Direct Costs	$ 475,435.00
Indirect Costs	$ 46,565.00
Total Costs	$ 522,000.00

All amounts are in United States Dollars

Subaward Number:
1

Attachment 6

Notice of Award (NOA) and any additional documents

◉ The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.

○ Not incorporating the NOA or any additional documentation to this Subaward.

MONROE COUNTY
GRANT SUBCONTRACT
MOTE MARINE
LABORATORY
ATTACHMENT 5
SUBCONTRACTOR STATEMENT OF WORK AND
REPORTING REQUIREMENTS

I. **PROJECT TITLE: Infrastructure Expansion and Emergency Coral Transport Capability at/via Mote Marine Laboratory (Mote):** Monroe County Coral Resilience Project

II. **PROJECT LOCATION(S):** Elizabeth Moore International Center for Coral Reef Research and Restoration (IC2R3) (address:24244 Overseas Highway, Summerland Key, FL 33042)

III. **SCOPE OF WORK**

The goal of this project is to increase coral disturbance holding capacity to maintain basic life support needs by adding a 20-raceway coral matrix (approximately 3ft x 3ft x 8ft and 350 gallons each) on the Mote owned IC2R3 property on Summerland Key. A 1,200-gallon, 30 ft "live hauler" trailer will also be purchased to transport corals from all restoration partners across the Florida Keys or to the mainland as needed for emergency safe storage or restoration purposes. This equipment purchase will become the property of the Grantee's subcontractor, Mote Marine Laboratory.

Task 2: Infrastructure Expansion and Emergency Coral Transport Capability at/via Mote Marine Laboratory (Mote)

The Grantee's subcontractor, Mote Marine Laboratory (Mote) will perform infrastructure expansion at the Elizabeth Moore International Center for Coral Reef Research and Restoration (IC2R3) (address: 24244 Overseas Highway, Summerland Key, FL 33042), a fully equipped marine science facility dedicated to marine research and education in the Lower Florida Keys (about 24 miles from Key West). Currently, this facility includes:

- Category 5 hurricane resistant concrete building with 19,000 square feet of research labs, education classrooms, offices, and dormitories, vehicles and vessels, WiFi, and convenient access to Lower Florida Keys coral reef sites.
- Approximately 40 Scientific, Education, Administrative, Facilities, and Life Support staff supporting IC2R3 - as well as coral restoration nurseries in Islamorada and Key Largo – and education/outreach locations at the History and Discovery Center in Islamorada and NOAA EcoDiscovery Center in Key West.

- Field support for visiting scientists (details on visitor support).
- Indoor and outdoor seawater systems, environmental control rooms, raceways and experimental tanks for mesocosm-level studies, including research on ocean acidification and climate change impacts to reef organisms (details on wetlab research system).
- Molecular equipment to process and prepare samples for generation sequencing, genomics, metagenomics and transcriptomics (details on microbiology and molecular biology dry labs).
- Microbial supplies for molecular and culturable applications within the marine environment.
- Carbonate chemistry laboratory for ocean acidification studies (details on chemistry dry lab and Climate and Acidification Ocean Simulator).
- Eco-friendly design with solar panels, rainwater capture system, and high-efficiency heating and cooling (LEED Gold certified).

The wide variety of research and education programs conducted at Mote's IC2R3 reflect the diversity of Mote's staff and experience. Current Mote programs with ongoing research at IC2R3 include:

- Coral Reef Restoration
- Coral Reef Monitoring & Assessment
- Coral Health & Disease Research
- Ecotoxicology
- Marine & Freshwater Aquaculture Research
- Ocean Acidification Research

Scientists at IC2R3 study coral reef communities' response to climate change impacts such as rising ocean temperatures and ocean acidification; investigate major coral disease outbreaks and the overall microbiome of microscopic life forms that can help or harm coral reefs; optimize coral reef restoration efforts with grazers studies and research on threatened and vulnerable species; assess the genetic diversity of native coral species, including the potential for genotypes (genetic varieties) with natural resilience to stressors, and more.

Task 2.1: Supply Acquisition and Build-Out for New Land-Based Raceways

Description: The supplies and miscellaneous/other items requested for this emergency coral infrastructure expansion will complement all the above-mentioned coral research and restoration resources and scientific expertise at Mote by adding a 20-raceway coral matrix (approximately 3ft x 3ft x 8ft and 350 gallons each) on the Mote owned IC2R3 property on Summerland Key. This Project will increase coral disturbance holding capacity to maintain basic life support needs, including separate/independent pumps, plumbing, electrical, and alarms required for appropriate coral health to maintain water treatment, flow, filtration, chemistry, temperature, and structure/shade-cloth for managing varying light needs for corals requiring temporary storage during emergency scenarios, such as in-situ water temperature and chemistry stress events, bleaching, disease, and storms. Funding will be used to support the purchase of all supplies and miscellaneous/other needed for buildout. The installation and buildout will be completed by Mote staff (not funded under this agreement). Once raceways become operational, they will continue to be maintained by existing trained/experienced Mote staff. Raceways will be marked with DEP, FCR, and Mote logos and will be prioritized for emergency coral rescue efforts. The use of these systems must be approved/authorized in writing by DEP throughout the duration of this agreement and in coordination with the DEP after agreement termination.

Deliverables: The Grantee will submit:

a) List of all supplies and equipment purchased and a brief description of how those supplies will be used in construction.
b) Photos of area at IC2R3 before buildout of the 20-raceway matrix and associated life support systems.
c) Quarterly Project Management Report documenting the progress of construction and milestones completed to date. Report shall include 1-3 photos documenting the progress of construction. Report may be provided as part of the Exhibit A Progress Report.
d) Photos of area at IC2R3 after buildout that show all 20-raceways and associated life support systems. Photos should show the DEP, FCR, and Mote logos being displayed on the new systems.
e) Coordinate final site visit with DEP.
f) Press Releases and/or Social Media posts after construction completion the 20-raceway matrix that acknowledge the funding assistance provided by DEP's Office of Resilience and Coastal Protection and partnership with the Grantee.

Task 2.2: Mobile "Live Hauler" Equipment Purchase and Build-Out

Description: An approximately 1,200-gallon, 30 ft "live hauler" trailer will be purchased with independent mobile ability, towed via an existing Mote pickup truck 5th-wheel, with full coral life support systems (condensed mobile version to raceway matrix above – i.e. generator power, mobile filtration and heat pump, and divided spaces for biosecurity). This "live hauler" trailer will be used to transport corals from all restoration partners across the Florida Keys or to the mainland as needed for emergency safe storage or restoration purposes. This equipment purchase will become the property of the Grantee's subcontractor, Mote Marine Laboratory.

Additional supplies/equipment needed for the build-out and outfitting of the "live hauler" trailer will not be funded under this agreement. The initial fabrication of the trailer will be done by Oceans Design and any final installation and buildout will be completed by Mote staff (not funded under this agreement). Additionally, the "live hauler" will also be marked with DEP, FCR and Mote logos on the exterior (unless otherwise noted by DEP) and will be prioritized for emergency coral rescue.

Deliverables: The Grantee will submit:
a) Purchase of the equipment ("live hauler" trailer) as evidenced by: Purchase order(s), vendor invoice(s), and pictures of equipment purchased. Completed Property Reporting Form, DEP 55-211 (Exhibit B) with invoice copy.
b) Photos of "live hauler".
c) Press Releases and/or Social Media posts after construction completion the "live-hauler" that acknowledge the funding assistance provided by DEP's Office of Resilience and Coastal Protection and partnership with the Grantee.

Florida Department of Environmental Protection

DEP BUDGET-COST ANALYSIS FORM

PROJECT TITLE: Emergency Coral Response Capacity for Land-Based Infrastructure in Monroe County

SUBCONTRACTOR BUDGET DETAIL					COST ANALYSIS (for DEP staff)				
Budget items below to be provided by the Contractor or Grantee. See attached instructions.					Cost Analysis to be completed by the Department Contract or Grant Manager. See attached instructions.				
1. PERSONNEL EXPENSES					% Allocation	Allowable	Reasonable	Necessary	COMMENTS (Basis for Decision)
A. Salaries - (Name/Title/Position)	Hourly Cost ($)	Hours		Totals ($)					
N/A			=	$ -					
			=	$ -					
			=	$ -					
			=	$ -					
			=	$ -					
			=	$ -					
		Total Salaries		$ -					
B. Fringe Benefits (Rate% * Total salaries applicable)	Rate %	Total Sal. App.		Total $					
N/A	*	0		$ -					
	*	0		$ -					
	*	0		$ -					
		Total Fringe		$ -					
		Total Personnel Expenses (A+B)		$ -					
2. Contractual Services									
Description	Fee/Rate $	Quantity		Totals $					
N/A			=	$ -					
			=	$ -					
			=	$ -					
		Total Contractual Services		$ -					
3. Travel									
Purpose/Destination	Days	Per Diem $	Fare/ Rate $	Mileage	Totals $				
N/A	[ ] * [ ]	+ [ ]		[ ]	= $ -				
	[ ] * [ ]	+ [ ]		[ ]	= $ -				
	[ ] * [ ]	+ [ ]		[ ]	= $ -				
			Total Travel		$ -				
4. Equipment ($5000 or more)									
Description	Unit Cost $	Quantity		Totals $					
Live Hauler For Mobile Coral Transport			=	$ 165,000.00					
(outfitted/divided trailer, generator, heat pump, filtration, etc.)			=	$ -					
			=	$ -					
		Total Equipment		$ 165,000.00					
					% Allocation	Allowable	Reasonable	Necessary	COMMENTS (Basis for Decision)
5. Supplies (SEE SUPPLIES EXAMPLE TAB)									
Description	Fee/Rate $	Quantity		Totals $					
Electric Supplies			=	$ 15,000.00					
Plumbing Pipes, Connections, Valves, etc.				$ 3,435.00					
			=	$ -					
		Total Supplies		$ 18,435.00					
6. Miscellaneous/Other Expenses									
Description	Unit Cost $	Quantity		Totals $					
Raceways (3'x3'x8', approx 350 gallons each)	3900	20	=	$ 78,000.00					
Power Equipment			=	$ 70,000.00					
Pumps			=	$ 15,000.00					
Ozone and Carbon				$ 29,000.00					
Heat Pumps and Filtration (foam fractionator, bag filters, etc)				$ 21,000.00					
Degas and Water Storage Tanks				$ 18,000.00					
Electronic Controls and Alarms				$ 24,000.00					
Pergola and Shade Structure				$ 26,400.00					
Ground Surface Shell/Rock Materials/Equipment			=	$ 10,600.00					
			=	$ -					
		Total Miscellaneous		$ 292,000.00					
		SUBTOTAL (1 thru 6)		$ 475,435.00					
7. Overhead/Indirect (15% or lower)	Rate %	Base $		Total $					
(Cost base excludes Section 2 and 4)	15.00% *	$ 310,435.00	=	$ 46,565.25					
8. Total Budget				**$ 522,000**					

DEP STAFF USE ONLY - CERTIFICATION

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Name:_____

Signature:_____

Title:_____

Date:_____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): Agreement Number:

Monroe County Coral Resilience Project 22CPR01

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: Monroe County Board of County Commissioners Entity Type: Local Government

Grantee Address: 500 Whitehead Street Key West, FL 33040 FEID: 59-6000749

(Grantee)

3. Agreement Begin Date: Upon execution Date of Expiration: 9/30/2026

4. Project Number: *(If different from Agreement Number)* Project Location(s): Layton, Summerland Key, and Virginia Key

Project Description: The project will provide infrastructure support for corals in the event that evacuation and holding is necessary.

5. Total Amount of Funding: $2,500,000.00

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
☐ State ☑ Federal	152-D FY 21/22	$ 2,500,000.00
☐ State ☐ Federal		$
☐ State ☐ Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ 2,500,000.00

6. Department's Grant Manager

Name: Kristi Kerrigan or successor

Address: Coral Protection and Restoration Program, 8000 N Ocean Dr., Dania Beach, FL 33004

Phone: 561-681-6632

Email: Kristi.Kerrigan@FloridaDEP.gov

Grantee's Grant Manager

Name: Andrew Roltsch or successor

Address: Monroe County, 1100 Simonton Street, Suite 2-213, Key West, FL 33040

Phone: 305-292-4476

Email: Roltsch-andrew@monroe-county-fl.gov

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☑ Attachment 2: Special Terms and Conditions
☑ Attachment 3: Grant Work Plan
☑ Attachment 4: Public Records Requirements
☑ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☑ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☑ Exhibit A: Progress Report Form
☑ Exhibit B: Property Reporting Form
☑ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☑ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808

☑ Additional Exhibits (if necessary): Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification; Exhibit K Non Profit Organization Compensation Form	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	SLFRP0125
Unique Entity Identifier (UEI):	QKLSCT2LM7M9
Federal Award Date to Department:	2/4/2022
Federal Award Project Description:	Monroe County Coral Resilience Project
Total Federal Funds Obligated by this Agreement:	2,500,000.00
Federal Awarding Agency:	U.S. Department of Treasury
Award R&D?	☐ Yes ☑N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Monroe County Board of County Commissioners — **GRANTEE**

Grantee Name

By  04.29.2024

(*Authorized Signature*) — Date Signed

Kevin Wilson, Acting County Administrator

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection — **DEPARTMENT**

By

Secretary or Designee — Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

ORCP Additional Signatures

_____
DEP Grant Manager, Kristi Kerrigan

_____
DEP QC Reviewer, Hanna Tillotson

Grantee may add additional signatures below, if needed.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
    i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 22CPR01

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Monroe County Coral Resilience Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are no extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
For purposes of this Agreement, the Grantee will be considered the owner of any nonexpendable and/or nonconsumable personal property or equipment costing $5,000 or more purchased for the completion of the Project under a subcontract. Upon satisfactory completion of this Agreement, the Grantee will require its subcontractor to account for and report on all nonexpendable and/or nonconsumable personal property or equipment purchased under its subcontract in accordance with the Grantee's financial reporting and inventory control requirements. Based on the subcontractor report, the Grantee will submit Exhibit B, Property Reporting Form, to the Department with any applicable requests for reimbursement. Nonexpendable and/or nonconsumable personal property or equipment purchased for the Project by a subcontractor is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72 and/or Chapter 69I-73, F.A.C., as applicable, and should be capitalized, when appropriate, in accordance with GAAP and the Grantee's financial reporting requirements. The following terms shall apply:
a. The Grantee and/or its subcontractor(s) shall have use of the nonexpendable and/or nonconsumable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.

b. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the nonexpendable and/or nonconsumable personal property or equipment in good operating condition.
c. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, nonexpendable and/or nonconsumable personal property or equipment purchased with state funds and held in Grantee's possession for use in a contractual arrangement with the Department.
d. The Grantee is responsible for keeping a current and accurate inventory of any nonexpendable and/or nonconsumable personal property or equipment in accordance with its financial reporting and inventory control requirements. The Department may request an annual copy of these inventory records for the life of the Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.
b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement with the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 22CPR01

ATTACHMENT 3

I. PROJECT TITLE: Monroe County Coral Resilience Project

II. PROJECT LOCATION(S): The Project will be located in the following locations:

a. City of Layton within Monroe County – Lat/Long (24.825901, -80.814207)
b. City of Summerland Key within Monroe County – Lat/Long (24.661389, -81.454444)
c. Virginia Key within Miami-Dade County – Lat/Long (25.733870, -80.159474)

III. PROJECT BACKGROUND: Florida's Coral Reef spans over 350 miles of continuous, diverse, coral reef ecosystems and is a beautiful, national treasure that supports an incredible amount of life in addition to providing jobs, protection, and enjoyment for millions of residents and visitors.

In the summer of 2023, Florida's Coral Reef (FCR) experienced an extreme coral bleaching event, that resulted in significant mortality of several different coral species across FCR. In response, evacuation efforts and land-based holding of Endangered Species Act-listed species and stony coral tissue loss disease susceptible species proved to be necessary to preserve genetic diversity for future propagation efforts. This mass movement and temporary holding of corals from *in-situ* nurseries to *ex-situ* holding facilities identified a gap in existing infrastructure for emergency response, which slowed our ability to move and hold corals efficiently.

Coral bleaching has been occurring more frequently over the past few decades, and some level of bleaching has occurred every year since 2011. In July 2023, NOAA recorded the highest South Florida sea temperatures (35°C/95°F) since in-water measurements started in 1981. In addition, FCR has seen outbreaks of disease, most notably the outbreak of stony coral tissue loss disease in 2014 which is now endemic to the entirety of the reef and affects over 23 different stony coral species. Understanding that major disturbance events such as bleaching or disease outbreaks will continue to happen, it is important to have precautions in place to facilitate a rapid response when necessary, including the development of and maintenance of holding facilities specifically designated for emergency response.

IV. PROJECT DESCRIPTION: The Monroe County Board of County Commissioners (Grantee) will conduct the Monroe County Coral Resilience Project (Project). The overall goal of this Project is to provide infrastructure support for corals in the event that evacuation and holding is necessary. The Grantee will sub-contract Keys Marine Laboratory, Mote Marine Laboratory, and University of Miami to complete the work.

This Project fulfills the emergency assistance request of the Florida's Coral Reef Resilience Program (FCRRP) and is consistent with State of Florida Restoration Priorities for Florida's Coral Reef: 2021-2026 and Florida's Bleaching Response Plan. The outcomes of this Project will be incorporated into the disturbance response efforts which seeks to improve understanding about the scale and severity of the disturbance on Florida's Coral Reef, identify management actions to remediate impacts, restore affected resources, and ultimately propagate thermally and disease tolerant species. As such, collaboration amongst partners is encouraged when appropriate to avoid duplication of efforts and ensure alignment of needs. Coordination with other partners is recommended, as appropriate.

V. TASKS AND DELIVERABLES:

Task 1: Infrastructure Expansion and Coral Holding at Keys Marine Laboratory

Task 1 will add land-based capacity for coral (and other associated reef organisms) by providing life support for holding, propagation, and to facilitate a rapid emergency response. This work will be completed by the Keys Marine Laboratory (KML) under this Project and will include Project Management to design, plan, acquire permits as necessary, coordinate construction, and complete startup of the land-based DEP Coral Response Seawater System (Figure 1).



Figure 1. *Site map of Keys Marine Laboratory and location of proposed DEP seawater system.*

All equipment and assets purchased for and used in the construction and buildout of this new system will become the property of the University of South Florida (USF) as host institution for Florida Institute of Oceanography (FIO) (also known as Keys Marine Laboratory) (Tasks 1.1). The Florida Keys are in an area of high hurricane activity. Equipment shall be designed to resist high-velocity winds and wave action in accordance with local, state, and federal requirements.

Task 1 will also provide support for the operation and maintenance of sixteen (16) 240-gal seawater tables within existing KML System for coral emergency response efforts and coral restoration activities for two years (Task 1.2). Tables within KML SW systems will be maintained and operated by KML and prioritized for use by the coral restoration community with advanced notice, approval, and scheduling.

Coral restoration practitioners will follow the approval process to be determined by DEP. DEP will provide approval to KML for use of the sixteen (16) DEP-supported tables for coral response and restoration within 48-hours.

Task 1.1: Infrastructure Construction, Equipment Installation, and Build-Out of New DEP Seawater System (Keys Marine Laboratory)

Description The Grantee's subcontractor (KML) will act as Project Manager to oversee the planning, coordination, and construction of the expanded seawater system. Supplies, equipment, and other miscellaneous materials will be purchased in order to complete the expansion. All equipment, assets, supplies and other miscellaneous materials purchased for and used in the construction, installation or build-out of this system will be become the property of the University of South Florida (USF) as host institution for FIO. Contractors, suppliers, and vendors will be utilized for site preparation, electrical planning and installation, retaining wall installation to stabilize tank farm and drain fields, any necessary concrete construction, gravel for final grading and finishing, and shade structure installation. All necessary construction permits will be acquired by KML. KML staff will install life support equipment, tanks, plumbing, and miscellaneous equipment.

Seawater table capacity: Up to 5,700-gal temperature-controlled (up to 20 fiberglass tables, 240-gal or equivalent), 10gpm flow rates for system turnover every 4 hours or 6 times per day.

Coral tank farm footprint: Figure 2. Two greenhouse shade structures with 80% shade cloth (total 2,800 sq ft,, 30' x 40' and 40' x 30'), raised perimeter retaining wall to stabilize gravel over drain fields, concrete pad to support two seawater reservoirs (1700-gal each), one heater/chiller unit (5-ton to maintain temperature-controlled seawater).

Water source: Seawater will be supplied from an existing seawater well and treatment plant which has been in operation for more than ten years. Water quality has been monitored and tested regularly in accordance with Best Available Practices and Association of Zoos and Aquarium (AZA) recommendations.

Upon completion of construction, water flow will be established and KML staff will work through the required testing and monitoring to ensure the system is fully functional, water flow can be maintained, and water conditions are suitable to support corals. The process of Commissioning the System will last a minimum of eight (8) weeks and is outlined below. Proper commissioning of the system is an absolute requirement to ensure functionality and suitable conditions can be maintained.

Commissioning of the system (steps and data collection):

1. Daily water quality parameters will be monitored and collected with a YSI handheld sonde (minimum 3 weeks). This will include pH, salinity, O2, and temperature.
2. Weekly water quality parameters will be tested with aquaculture grade water quality testing kits (minimum 3 weeks). This will include ammonia, nitrite, nitrate, phosphates, copper.
3. Three (3) weeks after the system is operational, water samples will be collected at strategic locations within the system (minimum 2 locations) and sent to an independent off-site lab to test for VOCs, phosphates, sulfates, and total nitrogen.
4. Test live corals: Pending results of off-site water quality tests, live test corals will be held in the system for a minimum of two (2) weeks to ensure suitable water conditions have been met.

Upon completion of construction, the system will have a unique designation agreed upon by all parties. The new system will include signage with logos including but not limited to DEP, FCR, Monroe County and KML logos. Design of signage will be completed by KML and submitted to all partners for review and approval prior to installation.

Although not funded under this agreement, the new system will be prioritized for emergency coral rescue efforts and coral restoration activities. If future support for operations and maintenance is provided by DEP, this system will be reserved for use by DEP. If funded by DEP, use of this system will be approved/authorized in writing by DEP to KML for coral response and restoration within 48-hours of use.

Deliverables: The Grantee's subcontractor (KML) will submit:

a) Milestone Timeline with estimated period of work for KML seawater system Project construction and completion.
b) Seawater System schematic and map of design plan.
c) List of all supplies and equipment purchased and a brief description of how those supplies will be used (provided quarterly).
d) Copies of all acquired permits for construction and buildout.
e) Quarterly Project Management Report documenting the progress of construction and milestones completed to date. Report shall include 1-3 photos documenting the progress of construction. Report may be provided as part of the Exhibit A Progress Report.
f) Representative (5-10) photos of DEP SW system once construction is complete that shows the signage and logos detailed above.
g) Social media post with 1-2 photos and 1-3 sentences highlighting the buildout/construction of the new system. Post should acknowledge the funding assistance provided by the DEP's Office of Resilience and Coastal Protection and partnership with Monroe County.
h) Water quality data during the commissioning of the SW system:
    i. Daily collection of pH, salinity, O2, and temperature (minimum of 3 weeks);
    ii. Weekly collection of ammonia, nitrite, nitrate, phosphates, and copper (min of 3 weeks);
    iii. One-time collection of water samples at strategic locations within the system (minimum 2 locations) and sent to an independent off-site lab for VOCs, phosphates, sulfates, and total nitrogen; and
    iv. Summary of observations and applicable in-tank water test results from the final two week 'water quality specimen holding test' which ensures water quality parameters remain consistent to reef quality and KML existing system parameters after the introduction of specimens.
i) Coordinate final site visit with the DEP.
j) Draft report language summarizing the Project completion and operation status and will include water quality results and outcomes of test corals. Note: draft report will be integrated into Final report as part of Task 1.2.

Task 1.2: Operation and Maintenance of existing KML Seawater Systems for coral emergency response and coral restoration efforts for two years (total 16 tables)

Description: The Grantee will provide funding to KML for the operation and maintenance of sixteen (16) 240-gal tables within existing temperature-controlled KML seawater systems to ensure land-based capacity and availability to support coral emergency responses and coral restoration activities e.g. coral holding, propagation, and grow-out (two 1-year periods). DEP will provide approval to KML for use of the 16 prioritized tables for coral response and restoration within 48-hours of need.

Tables funded under this Project (16) will be reserved for DEP approved usage and costs for such operation will be billed regardless of the total number of tables used in any given month over the course of the Project period. Over-flow capacity for coral emergency response and restoration using other existing KML seawater systems will be billed at posted KML rates.

An onsite emergency backup generator, serviced and maintained by KML, will ensure life support is maintained to the KML seawater systems. The Florida Keys are in an area of high hurricane activity. Equipment shall be designed to resist high-velocity winds and wave action in accordance with local, state, and federal requirements.

Operations and maintenance of the systems will include KML staff support for daily and routine maintenance and administration, coral husbandry position for two years (50% effort), water quality monitoring and routine sampling, utilities costs to operate the system, purchasing any necessary equipment for replacements or repairs to ensure uninterrupted operations, purchase of supplies and consumables for cleaning and biosecurity, periodic veterinary inspections and services for coral health certifications, etc.

Deliverables: The Grantee's subcontractor (KML) will submit:

a) Daily work logs that document activities performed by support staff including routine maintenance (provided quarterly).

b) Repair logs that document all repairs performed on the associated seawater systems and coral husbandry support (provided quarterly).

c) Quarterly tracking and usage spreadsheet that documents the current operations of all DEP-supported seawater tables within KML seawater systems for the reporting period. Spreadsheet will include:
   i. Approved coral restoration entity and/or Principal Investigator
   ii. Number of tables and number of days used

d) Quarterly water quality monitoring and sampling data (Excel spreadsheets):
   i. HOBO data logger – continuous water temperatures in representative seawater tables (note: HOBOs data downloaded at least monthly)
   ii. Daily Hand-held YSI data: water temp, % DO, salinity ppt, pH
   iii. Water quality test results: VOCs, phosphates, sulfates, and total nitrogen (sampled quarterly or once within each reporting period)

e) A final report summarizing the operation and maintenance of systems (Note: final report must comply with Section 508 of the U.S. Rehabilitation Act (as amended), Florida Statute Chapter 282, and Rule: 60-8.002, F.A.C. Final report will also acknowledge the funding assistance provided by the DEP's Office of Resilience and Coastal Protection). Final report will include the "Draft report" content from Task 1.1.

Task 2: Infrastructure Expansion and Emergency Coral Transport Capability at/via Mote Marine Laboratory (Mote)

The Grantee's subcontractor, Mote Marine Laboratory (Mote) will perform infrastructure expansion at the Elizabeth Moore International Center for Coral Reef Research and Restoration (IC2R3) (address: 24244 Overseas Highway, Summerland Key, FL 33042), a fully equipped marine science facility dedicated to marine research and education in the Lower Florida Keys (about 24 miles from Key West). Currently, this facility includes:

- Category 5 hurricane resistant concrete building with 19,000 square feet of research labs, education classrooms, offices, and dormitories, vehicles and vessels, WiFi, and convenient access to Lower Florida Keys coral reef sites.
- Approximately 40 Scientific, Education, Administrative, Facilities, and Life Support staff supporting IC2R3 - as well as coral restoration nurseries in Islamorada and Key Largo – and education/outreach locations at the History and Discovery Center in Islamorada and NOAA EcoDiscovery Center in Key West.

- Field support for visiting scientists (details on visitor support).
- Indoor and outdoor seawater systems, environmental control rooms, raceways and experimental tanks for mesocosm-level studies, including research on ocean acidification and climate change impacts to reef organisms (details on wetlab research system).
- Molecular equipment to process and prepare samples for generation sequencing, genomics, metagenomics and transcriptomics (details on microbiology and molecular biology dry labs).
- Microbial supplies for molecular and culturable applications within the marine environment.
- Carbonate chemistry laboratory for ocean acidification studies (details on chemistry dry lab and Climate and Acidification Ocean Simulator).
- Eco-friendly design with solar panels, rainwater capture system, and high-efficiency heating and cooling (LEED Gold certified).

The wide variety of research and education programs conducted at Mote's IC2R3 reflect the diversity of Mote's staff and experience. Current Mote programs with ongoing research at IC2R3 include:

- Coral Reef Restoration
- Coral Reef Monitoring & Assessment
- Coral Health & Disease Research
- Ecotoxicology
- Marine & Freshwater Aquaculture Research
- Ocean Acidification Research

Scientists at IC2R3 study coral reef communities' response to climate change impacts such as rising ocean temperatures and ocean acidification; investigate major coral disease outbreaks and the overall microbiome of microscopic life forms that can help or harm coral reefs; optimize coral reef restoration efforts with grazers studies and research on threatened and vulnerable species; assess the genetic diversity of native coral species, including the potential for genotypes (genetic varieties) with natural resilience to stressors, and more.

Task 2.1: Supply Acquisition and Build-Out for New Land-Based Raceways

Description: The supplies and miscellaneous/other items requested for this emergency coral infrastructure expansion will complement all the above-mentioned coral research and restoration resources and scientific expertise at Mote by adding a 20-raceway coral matrix (approximately 3ft x 3ft x 8ft and 350 gallons each) on the Mote owned IC2R3 property on Summerland Key. This Project will increase coral disturbance holding capacity to maintain basic life support needs, including separate/independent pumps, plumbing, electrical, and alarms required for appropriate coral health to maintain water treatment, flow, filtration, chemistry, temperature, and structure/shade-cloth for managing varying light needs for corals requiring temporary storage during emergency scenarios, such as in-situ water temperature and chemistry stress events, bleaching, disease, and storms. Funding will be used to support the purchase of all supplies and miscellaneous/other needed for buildout. The installation and buildout will be completed by Mote staff (not funded under this agreement). Once raceways become operational, they will continue to be maintained by existing trained/experienced Mote staff. Raceways will be marked with DEP, FCR, and Mote logos and will be prioritized for emergency coral rescue efforts. The use of these systems must be approved/authorized in writing by DEP throughout the duration of this agreement and in coordination with the DEP after agreement termination.

Deliverables: The Grantee will submit:

a) List of all supplies and equipment purchased and a brief description of how those supplies will be used in construction.
b) Photos of area at IC2R3 before buildout of the 20-raceway matrix and associated life support systems.
c) Quarterly Project Management Report documenting the progress of construction and milestones completed to date. Report shall include 1-3 photos documenting the progress of construction. Report may be provided as part of the Exhibit A Progress Report.
d) Photos of area at IC2R3 after buildout that show all 20-raceways and associated life support systems. Photos should show the DEP, FCR, and Mote logos being displayed on the new systems.
e) Coordinate final site visit with DEP.
f) Press Releases and/or Social Media posts after construction completion the 20-raceway matrix that acknowledge the funding assistance provided by DEP's Office of Resilience and Coastal Protection and partnership with the Grantee.

Task 2.2: Mobile "Live Hauler" Equipment Purchase and Build-Out

Description: An approximately 1,200-gallon, 30 ft "live hauler" trailer will be purchased with independent mobile ability, towed via an existing Mote pickup truck 5th-wheel, with full coral life support systems (condensed mobile version to raceway matrix above – i.e. generator power, mobile filtration and heat pump, and divided spaces for biosecurity). This "live hauler" trailer will be used to transport corals from all restoration partners across the Florida Keys or to the mainland as needed for emergency safe storage or restoration purposes. This equipment purchase will become the property of the Grantee's subcontractor, Mote Marine Laboratory.

Additional supplies/equipment needed for the build-out and outfitting of the "live hauler" trailer will not be funded under this agreement. The initial fabrication of the trailer will be done by Oceans Design and any final installation and buildout will be completed by Mote staff (not funded under this agreement). Additionally, the "live hauler" will also be marked with DEP, FCR and Mote logos on the exterior (unless otherwise noted by DEP) and will be prioritized for emergency coral rescue.

Deliverables: The Grantee will submit:
a) Purchase of the equipment ("live hauler" trailer) as evidenced by: Purchase order(s), vendor invoice(s), and pictures of equipment purchased. Completed Property Reporting Form, DEP 55-211 (Exhibit B) with invoice copy.
b) Photos of "live hauler".
c) Press Releases and/or Social Media posts after construction completion the "live-hauler" that acknowledge the funding assistance provided by DEP's Office of Resilience and Coastal Protection and partnership with the Grantee.

Task 3: Infrastructure expansion at the University of Miami

Task 3 will expand land-based infrastructure at the University of Miami's (UM) facilities on Virginia Key for the purpose of holding/propagating future rescue corals in anticipation of the need for rapid disturbance response. UM will design, build, and commission the systems, and then use them to maintain and propagate rescued corals as needed. When not in use for rescue corals, UM will utilize these tanks for routine (non-emergency) propagation pipelines with the understanding that they must be available for rescue corals at short notice, as needed. In these situations, the use of these tanks will be approved/authorized in writing by DEP throughout the duration of the Project.

UM will construct a new ~2,500 sq. ft. shade house to accommodate this expansion. The shade house

will be installed on an elevated gravel bed with retaining walls and buried plumbing and electrical supply. The shade house is a curved-roof construction (bow house) consisting of 50% shade-cloth and a poly liner to shield from rain. The facility will comprise thirty (30) recirculating aquaculture systems (RAS) in six (6) independent arrays of five tanks (30 tanks total). Initially, fifteen (15) propagation tanks will be built out in an existing expansion area and fifteen (15) propagation tanks in the new shade house. However, as the facility continues to expand, we will eventually consolidate all thirty disturbance response tanks into the new shade house that will be dedicated for this use.

Each 115-gal tank is approx. 8'x3'x1' in dimensions, with a growable area of ~25 sq. ft. (750 sq. ft. in total). Each 5-tank array is connected to a 185-gallon sump connected to a 3 hp heater/chiller unit, and each sump incorporates an internal protein skimmer. Pumps continually circulate water through each 5-tank array and temperatures are maintained to within 1oF. Volume of each 5-tank system totals ~760 gallons, including plumbing, tanks, and sump. All equipment and assets purchased for and used in the construction and buildout of this new system will become the property of the University of Miami.

Seawater will be replaced in each system on a weekly basis (~200 gal/week per 5-tank array, approx. 20%). Seawater is sourced locally from Bear Cut, passes through settlement tanks, sand filters, and a UV sterilizer and will be ozonated and degassed prior to being used as replacement water in coral tanks. The recirculation loop on each 5-tank system will also include an in-line UV unit to ensure continued sterilization on an ongoing basis.

Task 3.1: Purchase and Install First 15 Tanks and Associated Life Support

Description: Three arrays of 5 tanks each (15 tanks total) will be installed in an expansion area in our existing shade house. Installation and buildout will be completed by UM staff, assisted by the same sub-contractor (Full Spectrum Aquaculture) who installed the existing tank arrays in the shade house. Once construction is completed, tanks are allowed to condition for two weeks to allow residues/PVC glues to dissipate, and to test temperature control and water quality. After this period, corals are introduced to the tanks, where they will be maintained by UM staff. Raceways will be marked with DEP, FCR, and UM logos (at minimum) and will be prioritized for emergency coral rescue efforts. The use of these systems for non-emergency use must be approved/authorized in writing by DEP throughout the duration of the Project.

Deliverables: The Grantee will submit:

a) List of all supplies and equipment purchased and a brief description of how those supplies will be used in the buildout (provided quarterly).

b) Quarterly Project Management Report documenting the progress of installation and milestones completed to date. Report shall include 1-3 photos documenting the progress of installation. Report may be provided as part of the Exhibit A Progress Report.

c) Representative photos (5-10) of area after buildout showing the three 5-tank arrays and associated life support systems and signage/logos detailed above.

d) Social Media post after completion of the three 5-tank arrays that acknowledges the funding assistance provided by DEP's Office of Resilience and Coastal Protection and partnership with the Grantee.

Task 3.2: Site Preparation, Construction of Shade house, and Installation of Second 15 Tanks and Associated Life Support

Description: UM will undertake site preparations and installation of a new shade house at an expansion site adjacent to UM/Experimental Hatchery. This shade house will accommodate the second set of three

5-tank arrays. Site preparation, electrical/plumbing hookups, and shade house installation will all be undertaken by contractors/suppliers/vendors. Installation and buildout of tanks and life support will be completed by UM staff assisted by the same contractor (Full Spectrum Aquaculture) who installed all existing tank arrays. All equipment and assets purchased for and used in the construction and buildout of this new system will become the property of the University of Miami. Once raceways become operational, they will be maintained by UM staff. Raceways will be marked with DEP, FCR, and UM logos (at minimum) and will be prioritized for emergency coral rescue efforts. The use of these systems must be approved/authorized in writing by DEP throughout the duration of the Project.

Deliverables: The Grantee will submit:

a) Map of site and planned construction area/designs.
b) Copies of any permits for construction and buildout, if any required
c) List of all supplies and equipment purchased and a brief description of how those supplies will be used (provided quarterly)
d) Quarterly Project Management Report documenting the progress of construction and milestones completed to date including site prep, plumbing, system buildout, shade house construction, and electrical. Report shall include 1-3 photos documenting the progress of construction. Report may be provided as part of the Exhibit A Progress Report.
e) Representative photos (5-10) of area after buildout showing the three 5-tank arrays and associated life support systems including signage/logos detailed above.
f) Social media post after completion of the three 5-tank arrays that acknowledges the funding assistance provided by DEP's Office of Resilience and Coastal Protection and partnership with the Grantee.

Task 3.3: System Operations and Maintenance

Description: UM will incorporate the newly constructed DEP Coral Response Seawater Systems into the operations and maintenance of its existing coral facility to ensure life support for corals and associated organisms. Current protocols at the University of Miami's facility include the following:

Husbandry Protocols

- Husbandry lists are completed daily with such activities as feeding, health examinations, water parameter monitoring, equipment checks, maintenance, isolation and treatment of new arrivals as well as various other essential tasks logged in a database. Open-up, daily and close-up activities are conducted, logged, and initialed to establish a record and degree of accountability.
- All equipment is inspected upon arrival, and when leaving the facility at the end of the day. All aquarium systems are monitored 24/7/365 via temperature sensors. Should the temperature rise or fall outside of the designated range for that system, alerts are sent out via email and text message to a list of accountable staff members responsible for responding to, assessing, and addressing the alerts accordingly.
- Aquariums and raceways are cleaned on a weekly basis. Native invertebrates such as snails, hermit crabs, and sea urchins are also used to aid in the reduction of nuisance algae growth. The platforms and plugs/tiles that coral fragments and colonies are held on are cleaned twice weekly to remove algae, filter feeding pests, and other items that accrue over time.

Routine Health Assessment

- A census of the different coral size classes is conducted daily, with any additional asexual fragmentation conducted and added to a running inventory list. A full inventory log is conducted quarterly to confirm these quantities.

- Coral condition is monitored routinely, with practitioners performing health checks as part of the daily husbandry list. Observations include coral coloration, polyp extension (or lack of), new growth, signs of stress, and other factors. This assessment typically occurs multiple times per day by multiple staff members to ensure that all corals are inspected by multiple observers.
- In cases of mortality, a loss of life analysis is conducted. This analysis consists of a full examination of the conditions surrounding the mortality. Factors of note include: observing corals sharing the same aquarium/water system, checking husbandry logs for irregularities, testing of water parameters for anything outside of acceptable range, etc. Any mortality is logged to identify any patterns of loss and update inventory, recording the species, genotype, and tank in which it was being held, as well as any supplemental information available for that individual.

Water Quality Analyses

- Daily:
  - Alkalinity, salinity, and temperature are monitored daily for each aquarium system. Salinity and temperature are measured using electronic HANNA probes that are calibrated monthly. Alkalinity is recorded via Red Sea alkalinity test kits. Target ranges for these parameters are as follows: Alkalinity 7-9 dKH, Temperature 74-85^{o}F (adjusted seasonally), Salinity 1.024-1.027 relative specific gravity (32-36 ppt).
  - Oxidation-reduction potential (ORP) of ozonated supply water is observed at the start and end of day. The ozonation filtration system is equipped with automatic shutoff measures to safeguard against the dangers of straying above or below the required levels. After ozonation, incoming seawater passes through a carbon filter, and UV sterilizer to further ensure removal of any potentially hazardous ozone remaining in the water. Target range for ORP is 350-375 mV.

- Weekly:
  - Ammonia, nitrite, nitrate, pH, phosphate, magnesium, calcium, and alkalinity are measured and recorded weekly for each system. Aquarium-grade kits are currently used for the testing of these parameters (API Saltwater Master Test Kit, Red Sea Foundation Pro Test Kit, HANNA Digital Phosphate Colorimeter). The equipment for this water quality monitoring is scheduled to be upgraded to spectrophotometric water sampling device to be kept on-site.
  - Target ranges for these parameters are as follows: Ammonia < 0.1 ppm, Nitrite < 0.1 ppm, Nitrate 0-5 ppm, pH 8.0-8.4, Phosphate <0.1 ppm (ideal range 0-0.03 ppm), Calcium 400-450 ppm, Magnesium 1200-1400 ppm, Alkalinity 7-9 dKH.

- Monthly:
  - Water samples taken from each aquarium system are mailed out to an independent, off-site water quality laboratory (ICP Analysis). Reports consisting of the quantitative analysis of 56 different elements are received and compiled for detailed analysis of all aspects of mineral water quality. Incoming seawater and aquarium water are also routinely transported to an adjacent laboratory at the University of Miami's marine campus for analysis of bacterial content. We primarily monitor these minor parameters to assess changes in our incoming seawater supply that might affect or explain variation in the weekly parameters listed above. For this reason, we do not generally have a target range for these additional monthly parameters.

Propagation and Transfer

- Microfragmentation occurs when parent colonies and existing fragments have overgrown their substrate. Parental/genotype information is recorded on the plug of each fragment. Approximately 50-100 new fragments are produced weekly for research or outplanting purposes.
- All transfer events are communicated between participating organizations with advanced planning and coordination with a licensed veterinary technician. Any corals arriving/departing from/to other coral facilities must have an inspection prior to transport. Proper documentation consisting of species, genotype, quantity, original collection point, and destination information is provided by/to the transferring and receiving facilities.
- Any corals leaving the facility to be outplanted on nurseries or reefs require an additional veterinary inspection if they have been held on site for more than 30 days before they are permitted to leave the facility.

Deliverables: The Grantee will submit:

a) Spreadsheet containing daily, weekly, and monthly water quality data, as described above under "*Water Quality Analyses*" (provided quarterly).

b) Spreadsheet documenting "*routine health assessments*", as described above (provided quarterly)

c) Representative images (5-10) of the raceways/tanks in use. Images should clearly show the tanks are labelled/marked with the DEP logo (provided quarterly).

d) Current inventory cataloguing corals/fragments currently in holding and which tank/system they are being held in (excel spreadsheet) (provided quarterly).

e) Coordinate final site visit with the Department.

f) A final report summarizing the Project completion and operation status will include water quality results (Note: final report must comply with Section 508 of the U.S. Rehabilitation Act (as amended), Florida Statute Chapter 282, and Rule: 60-8.002, F.A.C. Final report will also acknowledge the funding assistance provided by DEP's Office of Resilience and Coastal Protection). Final report will also include a summary from Task 3.1 and 3.2.

VI. PERFORMANCE MEAUSURES: The Grantee will submit all deliverables electronically for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline below. The Department's Grant Manager will review the task deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single sub-task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single sub-task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single sub-task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided in writing. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

VII. CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding

Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. If the Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

VIII. PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the approved Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

IX. STATUS REPORTS: Quarterly status reports are due no later than forty-five (45) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30, and December 31. The final quarterly status report is due no later than August 15, 2026.

X. PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Task Start Date	Task Due Date
1.1	Infrastructure Construction, Equipment Installation, and Build-Out of New DEP Seawater System	Contractual Services	$559,283	Upon Execution	12/31/2025
1.2	Operation and Maintenance of existing KML-NSF System for coral emergency response efforts for two years	Contractual Services	$430,717	Upon Execution	6/30/2026
2.1	Supply Acquisition and Build-Out for New Land-Based Raceways	Contractual Services	$357,000	Upon Execution	6/30/2025
2.2	Mobile "Live Hauler" Equipment Purchase and Build-Out	Contractual Services	$165,000	Upon Execution	6/30/2025
3.1	Purchase and Install First 15 Tanks and Associated Life Support	Contractual Services	$206,295	Upon Execution	12/31/2024
3.2	Site Preparation, Construction of Shade house, and Installation of Second 15 Tanks and Associated Life Support	Contractual Services	$392,119	8/1/2024	7/31/2025
3.3	System Operations & Maintenance	Contractual Services	$389,518	1/1/2025	6/30/2026
		Total:	**$2,499,932**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Treasury	21.027	SLFRP0125	$2,499,932	152D-22
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$2,499,932	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

ATTACHMENT 8
Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
C. Wholly or partly suspend or terminate this Contract.
D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
   i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non- Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean air Act (42 U.S. C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of $100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control

Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding $100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:
https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

i. Grantees who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as partof any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
B. Procure a commercial sex act during the period of time that the award is in effect; or
C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative descripting the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

i. Projected/actual construction start date (month/year)
ii. Projected/actual initiation of operation date (month/year)
iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER $10 MILLION

For infrastructure projects over $10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

i. The number of employees of contractors and sub-contractors working on the project;
ii. The number of employees on the project hired directly and hired through a third party;
iii. The wages and benefits of workers on the project by classification; and
iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project

workforce continuity plan, detailing:

i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;

iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associatedwith workplace illnesses, injuries, and fatalities;

iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and

v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as appliable:

i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund

ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Exhibit A –
Progress Report and Deliverable Submission Form

DEP Agreement No.:	22CPR01
Project Title:	Monroe County Coral Resilience Project
Grantee:	Monroe County Board of County Commissioners
Grantee Grant Manager Name:	Andrew Roltsch
DEP Grant Manager Name:	Kristi Kerrigan
Reporting Period:	

Provide the following information for all tasks identified in Attachment 3 Grant Work Plan:
Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task #: Task Title

- **Amount completed within this reporting period (%):**
- **Amount completed to date (%):**
- **Progress for this reporting period:** [*Add Text <500 words*]

- **Identify any delays or problems encountered:** [*Add Text <300 words*]

- **Deliverables due for this task; date they were submitted (or expected to be submitted); and how deliverables are submitted/where to find them: [***List all deliverables associated with the task/sub-task as a list (mimic the numbering from Attachment 3 – Grant Work Plan). Note which deliverables are being provided in this quarter and provide a link to that folder/file. If deliverables were provided previously, indicate the date they were accepted. Include a short description of how to find each deliverable within that folder location*.]
  a)
  b)
  c)

Task #: Task Title

- **Amount completed within this reporting period (%):**
- **Amount completed to date (%):**
- **Progress for this reporting period:** [*Add Text <500 words*]

- **Identify any delays or problems encountered:** [*Add Text <300 words*]

- **Deliverables due for this task; date they were submitted (or expected to be submitted); and how deliverables are submitted/where to find them: [***List all deliverables associated with the task/sub-task as a list (mimic the numbering from Attachment 3 – Grant Work Plan). Note which deliverables are being provided in this quarter and provide a link to that folder/file. If deliverables were provided*

previously, indicate the date they were accepted. Include a short description of how to find each deliverable within that folder location.]

a)
b)
c)

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (Original Ink or Adobe Certified Signature)	Date

For DEP Internal Use Only

This report and the specific deliverables described in this Progress Report and Deliverable Submission Form demonstrate that the work under the tasks outlined in this form was satisfactorily performed and are hereby approved in accordance with the reporting requirements of the above DEP Agreement number.

Signature of DEP Grant Manager or Designee (Original Ink or Adobe Certified Signature)	Date

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit B - Property Reporting Form

Agreement Number: 22CPR01

r to comply with applicable state and/or federal regulations, list non-expendable equipment/personal property costing $5,000 or more purchased directly or indirectly under the above Agreement f the property, 2) the serial number or other identification number, 3) the source, 4) who holds title/ownership, 5) purchase date, 6) cost, 7) DEP's percent share of that cost, 8) location/address of on, 10) any ultimate disposition data, including date of disposal and sale price.

on	Serial No./ ID No.	Source	Owner	Purchase Date	Cost	% Charged to DEP Grant	Location	Use and Condition	Dispo

oe County Board of County Commissioners **Date:** **Grantee Grant Manager**: **Date:**

BELOW IS FOR DEP USE ONLY

AGER: Send invoices supporting the cost of the items to Finance and Accounting for the processing of the Grantee's invoice for payment. Maintain a copy of the invoices supporting the cost of bove in your grant agreement file. Refer to Administrative Policy 320 for Property Guidelines.

DEP Grant Manager: Date:

EXHIBIT C

PART 1a - PAYMENT REQUEST SUMMARY FORM

GRANTEE NAME: _____ DEP GRANT NO.: _____

MAILING ADDRESS: _____ REQUEST DATE: _____

_____ FINAL INVOICE (Y or N): _____

_____

PAYMENT REQUEST NO.: _____ TOTAL AMOUNT REQUESTED: _____

TASK/DELIVERABLE NO(S).: _____ MATCH AMOUNT REQUIRED BY AGREEMENT: _____

PERFORMANCE PERIOD: _____

EXPENDITURE SUMMARY - By Category

EXPENDITURE CATEGORY *(As Authorized)*	DEP BUDGETED AMOUNT	AMOUNT THIS REQUEST	RETAINAGE WITHHELD *(Enter Percentage, Only for Implementation Projects; SRP/FRP)*	RETAINAGE TO DATE *(Including this request)*	EXPENDITURES TO DATE *(Including this request)*	BUDGETED AMOUNT REMAINING	MATCHING FUNDS FOR THIS REQUEST *(page 10)*	TOTAL CUMULATIVE MATCHING FUNDS
			0%					
Salaries/Wages *(page 4)*	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Fringe Benefits *(page 4)*	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Indirect Costs *(page 5)*	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Contractual Services *(page 6)*	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Travel *(page 7)*	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Equipment *(page 8)*	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Rental/Lease of Equipment *(page 8)*	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Miscellaneous/Other Expenses *(page 9)*	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Retainage (Reimbursed After Final Invoice)		$0.00						
TOTAL AMOUNT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

TOTAL AMOUNT DUE *(Total Amount This Request Minus 5% Retainage Withheld, if applicable)*	$0.00

EXHIBIT C

PART 1b - PAYMENT REQUEST SUMMARY FORM

Payment Request No: _____

Performance Period: _____

EXPENDITURE SUMMARY - By Task

Authorized Tasks	AMOUNT THIS REQUEST	PREVIOUS PAYMENT REQUESTS	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST (*page 10*)	TOTAL CUMULATIVE MATCHING FUNDS
Task 1.1:	$ -	$ -	$ -	$ -	$ -
Task 1.2:	$ -	$ -	$ -	$ -	$ -
Task 2.1:	$ -	$ -	$ -	$ -	$ -
Task 2.2:	$ -	$ -	$ -	$ -	$ -
Task 3.1	$ -	$ -	$ -	$ -	$ -
Task 3.2	$ -	$ -	$ -	$ -	$ -
Task 3.3	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
TOTAL AMOUNT	$ -	$ -	$ -	$ -	$ -
TOTAL BUDGET (ALL TASKS)	$ -			$ -	
LESS TOTAL CUMULATIVE PAYMEN	$ -			$ -	
TOTAL REMAINING (ALL TASKS)	$ -			$ -	

EXHIBIT C
PART 1 - GRANTEE CERTIFICATION

I, _____, on behalf of
(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for
(Print name of Grantee/Recipient)

DEP Agreement No. _____ and Payment Request No. _____ that:

1. The disbursement amount requested is for allowable costs for the project described in Attachment 3 of the Agreement.

2. All costs included in the amount requested have been satisfactorily performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.

3. The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Grantee's Grant Manager Signature	Grantee's Fiscal Agent Signature
Print Name	Print Name
Date	Date

EXHIBIT C

PART 2 - CONTRACTUAL SERVICES DETAIL

Payment Request No: _____

Performance Period: _____

Task No.	Contractor Name	Contractor Invoice No.	Contractor Invoice Date	Contractor's Performance	Total Invoice Amount	Description of Goods/Services Provided	Payment Type (CC, Check)	Amount Claimed in this Request
1	ABC Inc.	2243	5/1/2023	4/01/2023-4/30/2023	$5,000.00	Description of Goods/Services Provided	Check #00233	$2,000.00
							Total Contractual:	**$0.00**

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 22CPR01

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: (_____) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 22CPR01

Project Title: Monroe County Coral Resilience Project

Grantee: Monroe County Board of County Commissioners

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

Monroe County Board of County Commissioners is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature: Date:

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:	
Title:	
Agency Agreement/Contract #	22CPR01
Total Contract Amount	
Contract Term:	

Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

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

DATE: December 12, 2024

TO: Andrew Roltsch
Office of Management & Budget

FROM: Liz Yongue, Deputy Clerk

SUBJECT: December 11, 2024 BOCC Meeting

The following item has been partially executed:

C12 Amendment to Florida Department of Environmental Protection (FDEP) Monroe County Coral Resilience Project Grant Agreement No. 22CPR01.

Please send us the final version once executed by the State, so we can add it to our record. Should you have any questions please feel free to contact me at (305) 292-3550.

cc: County Attorney
Finance
File

AMENDMENT NO. 1
TO AGREEMENT NO. 22CPR01
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

This Amendment to Agreement No. 22CPR01 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Monroe County Board of County Commissioners, 500 Whitehead Street, Key West, Florida 33040 (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Monroe County Coral Resilience Project effective April 19, 2024;

WHEREAS, the parties wish to amend the Agreement as set forth herein;

NOW THEREFORE, the parties agree as follows:

1) Attachment 1, Standard Terms and Conditions (Rev. 09/15/2023), is hereby deleted in its entirety and replaced with Attachment 1, Standard Terms and Conditions (Rev. 11/13/2024), as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1, Standard Terms and Conditions (Rev. 11/13/2024).

2) Attachment 2, Special Terms and Conditions (Rev. 08/08/2023), is hereby deleted in its entirety and replaced with Attachment 2, Special Terms and Conditions (Rev. 07/08/2024), as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2, Special Terms and Conditions (Rev. 07/08/2024).

3) Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.

4) Attachment 4, Public Records Requirements (Rev. 04/27/2018), is hereby deleted in its entirety and replaced with Attachment 4, Public Records Requirements (Rev. 04/08/2024), as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 4 shall hereinafter refer to Attachment 4, Public Records Requirements (Rev. 04/08/2024).

5) Attachment 5, Special Audit Requirements (Rev. 11/08/2022), is hereby deleted in its entirety and replaced with Attachment 5, Special Audit Requirements (Rev. 10/01/2024), as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5, Special Audit Requirements (Rev. 10/01/2024).

6) Attachment 8, Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements (Rev. 11/15/2022), is hereby deleted in its entirety and replaced with Attachment 8, Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements (Rev. 06/27/2024), as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 8 shall hereinafter refer to Attachment 8, Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements (Rev. 06/27/2024).

7) Exhibit B, Property Reporting Form (Rev. 09/11/2020), is hereby deleted in its entirety and replaced with Exhibit B, Property Reporting Form (Rev. 10/01/2024), as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Exhibit B shall hereinafter refer to Exhibit B, Property Reporting Form (Rev. 10/01/2024).

8) All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistencies may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

Monroe County Board of County Commissioners

By: James K. Scholl

Mayor James K. Scholl

Date: 12/11/2024

Monroe County Clerk of Courts

By: _____

As Deputy Clerk

Date: 12/11/2024

Florida Department of Environmental Protection

By: Alex Reed

Secretary or Designee

Date: 12/13/2024

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Christine Limbert-Barrows
CHRISTINE LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
DATE: 11/21/24

LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS AMENDMENT:

Specify Type	Letter/Number	Description
Attachment	1	Standard Terms and Conditions (Rev 11/13/2024) (14 pages)
Attachment	2	Special Terms and Conditions (Rev 07/08/2024) (3 pages)
Attachment	3-A	Revised Grant Work Plan (12 pages)
Attachment	4	Public Records Requirements (Rev. 04/08/2024) (1 pages)
Attachment	5	Special Audit Requirements (Rev. 10/01/2024) (6 pages)
Attachment	8	Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements (Rev. 06/27/2024) (6 pages)
Exhibit	B	Property Reporting Form (Rev. 10/01/2024) (1 page)

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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 22CPR01

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Monroe County Coral Resilience Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are no extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
For purposes of this Agreement, the Grantee will be considered the owner of any nonexpendable and/or nonconsumable personal property or equipment costing $5,000 or more purchased for the completion of the Project under a subcontract. Upon satisfactory completion of this Agreement, the Grantee will require its subcontractor to account for and report on all nonexpendable and/or nonconsumable personal property or equipment purchased under its subcontract in accordance with the Grantee's financial reporting and inventory control requirements. Based on the subcontractor report, the Grantee will submit Exhibit B, Property Reporting Form, to the Department with any applicable requests for reimbursement. Nonexpendable and/or nonconsumable personal property or equipment purchased for the Project by a subcontractor is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72 and/or Chapter 69I-73, F.A.C., as applicable, and should be capitalized, when appropriate, in accordance with GAAP and the Grantee's financial reporting requirements. The following terms shall apply:

a. The Grantee and/or its subcontractor(s) shall have use of the nonexpendable and/or nonconsumable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
b. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the nonexpendable and/or nonconsumable personal property or equipment in good operating condition.
c. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, nonexpendable and/or nonconsumable personal property or equipment purchased with state funds and held in Grantee's possession for use in a contractual arrangement with the Department.
d. The Grantee is responsible for keeping a current and accurate inventory of any nonexpendable and/or nonconsumable personal property or equipment in accordance with its financial reporting and inventory control requirements. The Department may request an annual copy of these inventory records for the life of the Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.
b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement with the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any

invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Insurance Waiver for Sub-Grantees.

Grantee may waive the insurance limits as designated in Section 8, Attachment 2 for Sub-Grantees that are State of Florida governmental entities. If the Grantee chooses to grant a waiver to a sub-grantee, the Grantee must provide such waiver to the Department. The Department shall not be liable for any injury, loss, or damage sustained or suffered by persons as a result of the waiver. This does not waive insurance requirements for Grantees.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED GRANT WORK PLAN
AGREEMENT NO. 22CPR01

ATTACHMENT 3-A

I. PROJECT TITLE: Monroe County Coral Resilience Project

II. PROJECT LOCATION(S): The Project will be located in the following locations:

a. City of Layton within Monroe County – Lat/Long (24.825901, -80.814207)
b. City of Summerland Key within Monroe County – Lat/Long (24.661389, -81.454444)
c. Virginia Key within Miami-Dade County – Lat/Long (25.733870, -80.159474)

III. PROJECT BACKGROUND: Florida's Coral Reef spans over 350 miles of continuous, diverse, coral reef ecosystems and is a beautiful, national treasure that supports an incredible amount of life in addition to providing jobs, protection, and enjoyment for millions of residents and visitors.

In the summer of 2023, Florida's Coral Reef (FCR) experienced an extreme coral bleaching event, that resulted in significant mortality of several different coral species across FCR. In response, evacuation efforts and land-based holding of Endangered Species Act-listed species and stony coral tissue loss disease susceptible species proved to be necessary to preserve genetic diversity for future propagation efforts. This mass movement and temporary holding of corals from *in-situ* nurseries to *ex-situ* holding facilities identified a gap in existing infrastructure for emergency response, which slowed our ability to move and hold corals efficiently.

Coral bleaching has been occurring more frequently over the past few decades, and some level of bleaching has occurred every year since 2011. In July 2023, NOAA recorded the highest South Florida sea temperatures (35°C/95°F) since in-water measurements started in 1981. In addition, FCR has seen outbreaks of disease, most notably the outbreak of stony coral tissue loss disease in 2014 which is now endemic to the entirety of the reef and affects over 23 different stony coral species. Understanding that major disturbance events such as bleaching or disease outbreaks will continue to happen, it is important to have precautions in place to facilitate a rapid response when necessary, including the development of and maintenance of holding facilities specifically designated for emergency response.

IV. PROJECT DESCRIPTION: The Monroe County Board of County Commissioners (Grantee) will conduct the Monroe County Coral Resilience Project (Project). The overall goal of this Project is to provide infrastructure support for corals in the event that evacuation and holding is necessary. The Grantee will sub-contract Keys Marine Laboratory, Mote Marine Laboratory, and University of Miami to complete the work.

This Project fulfills the emergency assistance request of the Florida's Coral Reef Resilience Program (FCRRP) and is consistent with State of Florida Restoration Priorities for Florida's Coral Reef: 2021-2026 and Florida's Bleaching Response Plan. The outcomes of this Project will be incorporated into the disturbance response efforts which seeks to improve understanding about the scale and severity of the disturbance on Florida's Coral Reef, identify management actions to remediate impacts, restore affected resources, and ultimately propagate thermally and disease tolerant species. As such, collaboration amongst partners is encouraged when appropriate to avoid duplication of efforts and ensure alignment of needs. Coordination with other partners is recommended, as appropriate.

Upon the Department's request, an interim and/or final site visit(s) may be coordinated.

V. TASKS AND DELIVERABLES:

Task 1: Infrastructure Expansion and Coral Holding at Keys Marine Laboratory

Task 1 will add land-based capacity for coral (and other associated reef organisms) by providing life support for holding, propagation, and to facilitate a rapid emergency response. This work will be completed by the Keys Marine Laboratory (KML) under this Project and will include Project Management to design, plan, acquire permits as necessary, coordinate construction, and complete startup of the land-based DEP Coral Response Seawater System (Figure 1).

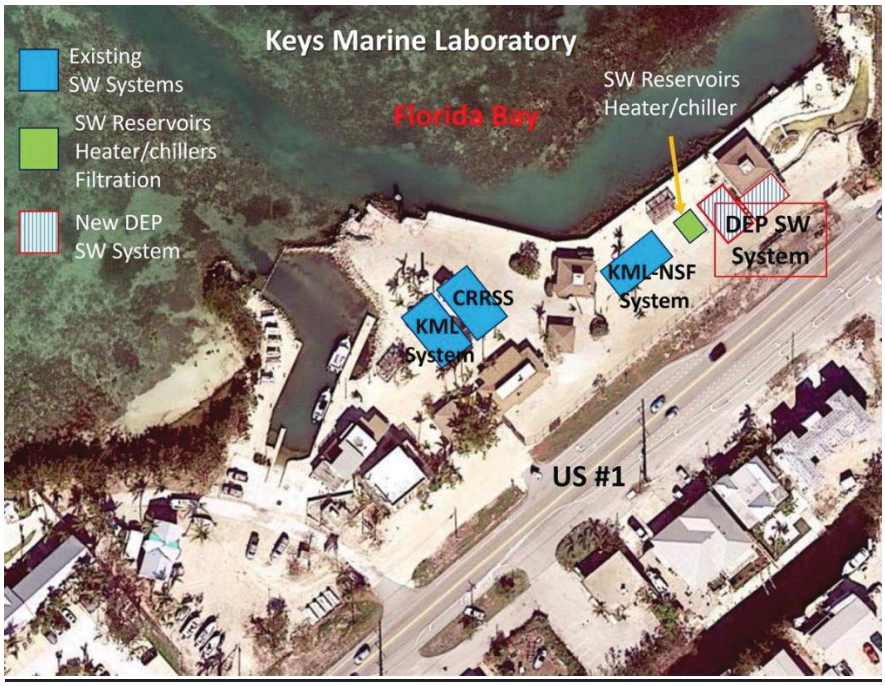


Figure 1. *Site map of Keys Marine Laboratory and location of proposed DEP seawater system.*

All equipment and assets purchased for and used in the construction and buildout of this new system will become the property of the University of South Florida (USF) as host institution for Florida Institute of Oceanography (FIO) (also known as Keys Marine Laboratory) (Tasks 1.1). The Florida Keys are in an area of high hurricane activity. Equipment shall be designed to resist high-velocity winds and wave action in accordance with local, state, and federal requirements.

Task 1 will also provide support for the operation and maintenance of sixteen (16) 240-gal seawater tables within existing KML System for coral emergency response efforts and coral restoration activities for two years (Task 1.2). Tables within KML SW systems will be maintained and operated by KML and prioritized for use by the coral restoration community with advanced notice, approval, and scheduling.

Coral restoration practitioners will follow the approval process to be determined by DEP. DEP will provide approval to KML for use of the sixteen (16) DEP-supported tables for coral response and restoration within 48-hours.

Task 1a: Infrastructure Construction, Equipment Installation, and Build-Out of New DEP Seawater System (Keys Marine Laboratory)

Description The Grantee's subcontractor (KML) will act as Project Manager to oversee the planning, coordination, and construction of the expanded seawater system. Supplies, equipment, and other miscellaneous materials will be purchased in order to complete the expansion. All equipment, assets, supplies and other miscellaneous materials purchased for and used in the construction, installation or build-out of this system will be become the property of the University of South Florida (USF) as host institution for FIO. Contractors, suppliers, and vendors will be utilized for site preparation, electrical planning and installation, retaining wall installation to stabilize tank farm and drain fields, any necessary concrete construction, gravel for final grading and finishing, and shade structure installation. All necessary construction permits will be acquired by KML. KML staff will install life support equipment, tanks, plumbing, and miscellaneous equipment.

Seawater table capacity: Up to 5,700-gal temperature-controlled (up to 20 fiberglass tables, 240-gal or equivalent), 10gpm flow rates for system turnover every 4 hours or 6 times per day.

Coral tank farm footprint: Figure 2. Two greenhouse shade structures with 80% shade cloth (total 2,800 sq ft,, 30' x 40' and 40' x 30'), raised perimeter retaining wall to stabilize gravel over drain fields, concrete pad to support two seawater reservoirs (1700-gal each), one heater/chiller unit (5-ton to maintain temperature-controlled seawater).

Water source: Seawater will be supplied from an existing seawater well and treatment plant which has been in operation for more than ten years. Water quality has been monitored and tested regularly in accordance with Best Available Practices and Association of Zoos and Aquarium (AZA) recommendations.

Upon completion of construction, water flow will be established and KML staff will work through the required testing and monitoring to ensure the system is fully functional, water flow can be maintained, and water conditions are suitable to support corals. The process of Commissioning the System will last a minimum of eight (8) weeks and is outlined below. Proper commissioning of the system is an absolute requirement to ensure functionality and suitable conditions can be maintained.

<u>Commissioning of the system (steps and data collection):</u>

1. Daily water quality parameters will be monitored and collected with a YSI handheld sonde (minimum 3 weeks). This will include pH, salinity, O2, and temperature.
2. Weekly water quality parameters will be tested with aquaculture grade water quality testing kits (minimum 3 weeks). This will include ammonia, nitrite, nitrate, phosphates, copper.
3. Three (3) weeks after the system is operational, water samples will be collected at strategic locations within the system (minimum 2 locations) and sent to an independent off-site lab to test for VOCs, phosphates, sulfates, and total nitrogen.
4. Test live corals: Pending results of off-site water quality tests, live test corals will be held in the system for a minimum of two (2) weeks to ensure suitable water conditions have been met.

Upon completion of construction, the system will have a unique designation agreed upon by all parties. The new system will include signage with logos including but not limited to DEP, FCR, Monroe County and KML logos. Design of signage will be completed by KML and submitted to all partners for review and approval prior to installation.

Although not funded under this agreement, the new system will be prioritized for emergency coral rescue efforts and coral restoration activities. If future support for operations and maintenance is provided by DEP, this system will be reserved for use by DEP. If funded by DEP, use of this system will be approved/authorized in writing by DEP to KML for coral response and restoration within 48-hours of use.

Deliverables: The Grantee's subcontractor (KML) will submit:

a) Milestone Timeline with estimated period of work for KML seawater system Project construction and completion.
b) Seawater System schematic and map of design plan.
c) List of all supplies and equipment purchased and a brief description of how those supplies will be used (provided quarterly).
d) Copies of all acquired permits for construction and buildout.
e) Quarterly Project Management Report documenting the progress of construction and milestones completed to date. Report shall include 1-3 photos documenting the progress of construction. Report may be provided as part of the Exhibit A Progress Report.
f) Representative (5-10) photos of DEP SW system once construction is complete that shows the signage and logos detailed above.
g) Social media post with 1-2 photos and 1-3 sentences highlighting the buildout/construction of the new system. Post should acknowledge the funding assistance provided by the DEP's Office of Resilience and Coastal Protection and partnership with Monroe County.
h) Water quality data during the commissioning of the SW system:
    i. Daily collection of pH, salinity, O2, and temperature (minimum of 3 weeks);
    ii. Weekly collection of ammonia, nitrite, nitrate, phosphates, and copper (min of 3 weeks);
    iii. One-time collection of water samples at strategic locations within the system (minimum 2 locations) and sent to an independent off-site lab for VOCs, phosphates, sulfates, and total nitrogen; and
    iv. Summary of observations and applicable in-tank water test results from the final two week 'water quality specimen holding test' which ensures water quality parameters remain consistent to reef quality and KML existing system parameters after the introduction of specimens.
i) Draft report language summarizing the Project completion and operation status and will include water quality results and outcomes of test corals. Note: draft report will be integrated into Final report as part of Task 1.2.

Task 1b: Operation and Maintenance of existing KML Seawater Systems for coral emergency response and coral restoration efforts for two years (total 16 tables)

Description: The Grantee will provide funding to KML for the operation and maintenance of sixteen (16) 240-gal tables within existing temperature-controlled KML seawater systems to ensure land-based capacity and availability to support coral emergency responses and coral restoration activities e.g. coral holding, propagation, and grow-out (two 1-year periods). DEP will provide approval to KML for use of the 16 prioritized tables for coral response and restoration within 48-hours of need.

Tables funded under this Project (16) will be reserved for DEP approved usage and costs for such operation will be billed regardless of the total number of tables used in any given month over the course of the Project period. Over-flow capacity for coral emergency response and restoration using other existing KML seawater systems will be billed at posted KML rates.

An onsite emergency backup generator, serviced and maintained by KML, will ensure life support is maintained to the KML seawater systems. The Florida Keys are in an area of high hurricane activity. Equipment shall be designed to resist high-velocity winds and wave action in accordance with local, state, and federal requirements.

Operations and maintenance of the systems will include KML staff support for daily and routine maintenance and administration, coral husbandry position for two years (50% effort), water quality monitoring and routine sampling, utilities costs to operate the system, purchasing any necessary equipment for replacements or repairs to ensure uninterrupted operations, purchase of supplies and consumables for cleaning and biosecurity, periodic veterinary inspections and services for coral health certifications, etc.

Deliverables: The Grantee's subcontractor (KML) will submit:

a) Daily work logs that document activities performed by support staff including routine maintenance (provided quarterly).

b) Repair logs that document all repairs performed on the associated seawater systems and coral husbandry support (provided quarterly).

c) Quarterly tracking and usage spreadsheet that documents the current operations of all DEP-supported seawater tables within KML seawater systems for the reporting period. Spreadsheet will include:
   i. Approved coral restoration entity and/or Principal Investigator
   ii. Number of tables and number of days used

d) Quarterly water quality monitoring and sampling data (Excel spreadsheets):
   i. HOBO data logger – continuous water temperatures in representative seawater tables (note: HOBOs data downloaded at least monthly)
   ii. Daily Hand-held YSI data: water temp, % DO, salinity ppt, pH
   iii. Water quality test results: VOCs, phosphates, sulfates, and total nitrogen (sampled quarterly or once within each reporting period)

e) A final report summarizing the operation and maintenance of systems (Note: final report must comply with Section 508 of the U.S. Rehabilitation Act (as amended), Florida Statute Chapter 282, and Rule: 60-8.002, F.A.C. Final report will also acknowledge the funding assistance provided by the DEP's Office of Resilience and Coastal Protection). Final report will include the "Draft report" content from Task 1.1.

Task 2: Infrastructure Expansion and Emergency Coral Transport Capability at/via Mote Marine Laboratory (Mote)

The Grantee's subcontractor, Mote Marine Laboratory (Mote) will perform infrastructure expansion at the Elizabeth Moore International Center for Coral Reef Research and Restoration (IC2R3) (address: 24244 Overseas Highway, Summerland Key, FL 33042), a fully equipped marine science facility dedicated to marine research and education in the Lower Florida Keys (about 24 miles from Key West). Currently, this facility includes:

- Category 5 hurricane resistant concrete building with 19,000 square feet of research labs, education classrooms, offices, and dormitories, vehicles and vessels, WiFi, and convenient access to Lower Florida Keys coral reef sites.
- Approximately 40 Scientific, Education, Administrative, Facilities, and Life Support staff supporting IC2R3 - as well as coral restoration nurseries in Islamorada and Key Largo – and education/outreach locations at the History and Discovery Center in Islamorada and NOAA EcoDiscovery Center in Key West.

- Field support for visiting scientists (details on visitor support).
- Indoor and outdoor seawater systems, environmental control rooms, raceways and experimental tanks for mesocosm-level studies, including research on ocean acidification and climate change impacts to reef organisms (details on wetlab research system).
- Molecular equipment to process and prepare samples for generation sequencing, genomics, metagenomics and transcriptomics (details on microbiology and molecular biology dry labs).
- Microbial supplies for molecular and culturable applications within the marine environment.
- Carbonate chemistry laboratory for ocean acidification studies (details on chemistry dry lab and Climate and Acidification Ocean Simulator).
- Eco-friendly design with solar panels, rainwater capture system, and high-efficiency heating and cooling (LEED Gold certified).

The wide variety of research and education programs conducted at Mote's IC2R3 reflect the diversity of Mote's staff and experience. Current Mote programs with ongoing research at IC2R3 include:

- Coral Reef Restoration
- Coral Reef Monitoring & Assessment
- Coral Health & Disease Research
- Ecotoxicology
- Marine & Freshwater Aquaculture Research
- Ocean Acidification Research

Scientists at IC2R3 study coral reef communities' response to climate change impacts such as rising ocean temperatures and ocean acidification; investigate major coral disease outbreaks and the overall microbiome of microscopic life forms that can help or harm coral reefs; optimize coral reef restoration efforts with grazers studies and research on threatened and vulnerable species; assess the genetic diversity of native coral species, including the potential for genotypes (genetic varieties) with natural resilience to stressors, and more.

Description: The supplies and miscellaneous/other items requested for this emergency coral infrastructure expansion will complement all the above-mentioned coral research and restoration resources and scientific expertise at Mote by adding a 20-raceway coral matrix (approximately 3ft x 3ft x 8ft and 350 gallons each) on the Mote owned IC2R3 property on Summerland Key. This Project will increase coral disturbance holding capacity to maintain basic life support needs, including separate/independent pumps, plumbing, electrical, and alarms required for appropriate coral health to maintain water treatment, flow, filtration, chemistry, temperature, and structure/shade-cloth for managing varying light needs for corals requiring temporary storage during emergency scenarios, such as in-situ water temperature and chemistry stress events, bleaching, disease, and storms. Funding will be used to support the purchase of all supplies and miscellaneous/other needed for buildout. The installation and buildout will be completed by Mote staff (not funded under this agreement). Once raceways become operational, they will continue to be maintained by existing trained/experienced Mote staff. Raceways will be marked with DEP, FCR, and Mote logos and will be prioritized for emergency coral rescue efforts. The use of these systems must be approved/authorized in writing by DEP throughout the duration of this agreement and in coordination with the DEP after agreement termination.

An approximately 1,200-gallon, 30 ft "live hauler" trailer will be purchased with independent mobile ability, towed via an existing Mote pickup truck 5th-wheel, with full coral life support systems (condensed mobile version to raceway matrix above – i.e. generator power, mobile filtration and heat pump, and divided spaces for biosecurity). This "live hauler" trailer will be used to transport corals

from all restoration partners across the Florida Keys or to the mainland as needed for emergency safe storage or restoration purposes. This equipment purchase will become the property of the Grantee's subcontractor, Mote Marine Laboratory.

Additional supplies/equipment needed for the build-out and outfitting of the "live hauler" trailer will not be funded under this agreement. The initial fabrication of the trailer will be done by Oceans Design and any final installation and buildout will be completed by Mote staff (not funded under this agreement). Additionally, the "live hauler" will also be marked with DEP, FCR and Mote logos on the exterior (unless otherwise noted by DEP) and will be prioritized for emergency coral rescue.

Deliverables: The Grantee will submit:

a) List of all supplies and equipment purchased and a brief description of how those supplies will be used in construction.

b) Photos of area at IC2R3 before buildout of the 20-raceway matrix and associated life support systems.

c) Quarterly Project Management Report documenting the progress of construction and milestones completed to date. Report shall include 1-3 photos documenting the progress of construction. Report may be provided as part of the Exhibit A Progress Report.

d) Photos of area at IC2R3 after buildout that show all 20-raceways and associated life support systems. Photos should show the DEP, FCR, and Mote logos being displayed on the new systems.

e) Purchase of the equipment ("live hauler" trailer) as evidenced by: Purchase order(s), vendor invoice(s), and pictures of equipment purchased. Completed Property Reporting Form, DEP 55-211 (Exhibit B) with invoice copy.

f) Photos of "live hauler" after purchase.

g) Two Press Releases and/or Social Media posts: (1) after construction completion the 20-raceway matrix; and (2) after purchase of the "live-hauler" that acknowledge the funding assistance provided by DEP's Office of Resilience and Coastal Protection and partnership with the Grantee.

Task 3: Infrastructure Expansion at the University of Miami

Task 3 will expand land-based infrastructure at the University of Miami's (UM) facilities on Virginia Key for the purpose of holding/propagating future rescue corals in anticipation of the need for rapid disturbance response. UM will design, build, and commission the systems, and then use them to maintain and propagate rescued corals as needed. When not in use for rescue corals, UM will utilize these tanks for routine (non-emergency) propagation pipelines with the understanding that they must be available for rescue corals at short notice, as needed. In these situations, the use of these tanks will be approved/authorized in writing by DEP throughout the duration of the Project.

UM will construct a new ~2,500 sq. ft. shade house to accommodate this expansion. The shade house will be installed on an elevated gravel bed with retaining walls and buried plumbing and electrical supply. The shade house is a curved-roof construction (bow house) consisting of 50% shade-cloth and a poly liner to shield from rain. The facility will comprise thirty (30) recirculating aquaculture systems (RAS) in six (6) independent arrays of five tanks (30 tanks total). Initially, fifteen (15) propagation tanks will be built out in an existing expansion area and fifteen (15) propagation tanks in the new shade house. However, as the facility continues to expand, we will eventually consolidate all thirty disturbance response tanks into the new shade house that will be dedicated for this use.

Each 115-gal tank is approx. 8'x3'x1' in dimensions, with a growable area of ~25 sq. ft. (750 sq. ft. in total). Each 5-tank array is connected to a 185-gallon sump connected to a 3 hp heater/chiller unit,

and each sump incorporates an internal protein skimmer. Pumps continually circulate water through each 5-tank array and temperatures are maintained to within 1oF. Volume of each 5-tank system totals ~760 gallons, including plumbing, tanks, and sump. All equipment and assets purchased for and used in the construction and buildout of this new system will become the property of the University of Miami.

Seawater will be replaced in each system on a weekly basis (~200 gal/week per 5-tank array, approx. 20%). Seawater is sourced locally from Bear Cut, passes through settlement tanks, sand filters, and a UV sterilizer and will be ozonated and degassed prior to being used as replacement water in coral tanks. The recirculation loop on each 5-tank system will also include an in-line UV unit to ensure continued sterilization on an ongoing basis.

Purchase and Install First 15 Tanks and Associated Life Support: Three arrays of 5 tanks each (15 tanks total) will be installed in an expansion area in our existing shade house. Installation and buildout will be completed by UM staff, assisted by the same sub-contractor (Full Spectrum Aquaculture) who installed the existing tank arrays in the shade house. Once construction is completed, tanks are allowed to condition for two weeks to allow residues/PVC glues to dissipate, and to test temperature control and water quality. After this period, corals are introduced to the tanks, where they will be maintained by UM staff. Raceways will be marked with DEP, FCR, and UM logos (at minimum) and will be prioritized for emergency coral rescue efforts. The use of these systems for non-emergency use must be approved/authorized in writing by DEP throughout the duration of the Project.

Site Preparation, Construction of Shade house, and Installation of Second 15 Tanks and Associated Life Support: UM will undertake site preparations and installation of a new shade house at an expansion site adjacent to UM/Experimental Hatchery. This shade house will accommodate the second set of three 5-tank arrays. Site preparation, electrical/plumbing hookups, and shade house installation will all be undertaken by contractors/suppliers/vendors. Installation and buildout of tanks and life support will be completed by UM staff assisted by the same contractor (Full Spectrum Aquaculture) who installed all existing tank arrays. All equipment and assets purchased for and used in the construction and buildout of this new system will become the property of the University of Miami. Once raceways become operational, they will be maintained by UM staff. Raceways will be marked with DEP, FCR, and UM logos (at minimum) and will be prioritized for emergency coral rescue efforts. The use of these systems must be approved/authorized in writing by DEP throughout the duration of the Project.

System Operations and Maintenance: UM will incorporate the newly constructed DEP Coral Response Seawater Systems into the operations and maintenance of its existing coral facility to ensure life support for corals and associated organisms. Current protocols at the University of Miami's facility include the following:

Husbandry Protocols

- Husbandry lists are completed daily with such activities as feeding, health examinations, water parameter monitoring, equipment checks, maintenance, isolation and treatment of new arrivals as well as various other essential tasks logged in a database. Open-up, daily and close-up activities are conducted, logged, and initialed to establish a record and degree of accountability.
- All equipment is inspected upon arrival, and when leaving the facility at the end of the day. All aquarium systems are monitored 24/7/365 via temperature sensors. Should the temperature rise or fall outside of the designated range for that system, alerts are sent out via email and text message to a list of accountable staff members responsible for responding to, assessing, and addressing the alerts accordingly.

- Aquariums and raceways are cleaned on a weekly basis. Native invertebrates such as snails, hermit crabs, and sea urchins are also used to aid in the reduction of nuisance algae growth. The platforms and plugs/tiles that coral fragments and colonies are held on are cleaned twice weekly to remove algae, filter feeding pests, and other items that accrue over time.

Routine Health Assessment

- A census of the different coral size classes is conducted daily, with any additional asexual fragmentation conducted and added to a running inventory list. A full inventory log is conducted quarterly to confirm these quantities.
- Coral condition is monitored routinely, with practitioners performing health checks as part of the daily husbandry list. Observations include coral coloration, polyp extension (or lack of), new growth, signs of stress, and other factors. This assessment typically occurs multiple times per day by multiple staff members to ensure that all corals are inspected by multiple observers.
- In cases of mortality, a loss of life analysis is conducted. This analysis consists of a full examination of the conditions surrounding the mortality. Factors of note include: observing corals sharing the same aquarium/water system, checking husbandry logs for irregularities, testing of water parameters for anything outside of acceptable range, etc. Any mortality is logged to identify any patterns of loss and update inventory, recording the species, genotype, and tank in which it was being held, as well as any supplemental information available for that individual.

Water Quality Analyses

- Daily:
  - Alkalinity, salinity, and temperature are monitored daily for each aquarium system. Salinity and temperature are measured using electronic HANNA probes that are calibrated monthly. Alkalinity is recorded via Red Sea alkalinity test kits. Target ranges for these parameters are as follows: Alkalinity 7-9 dKH, Temperature 74-85^{o}F (adjusted seasonally), Salinity 1.024-1.027 relative specific gravity (32-36 ppt).
  - Oxidation-reduction potential (ORP) of ozonated supply water is observed at the start and end of day. The ozonation filtration system is equipped with automatic shutoff measures to safeguard against the dangers of straying above or below the required levels. After ozonation, incoming seawater passes through a carbon filter, and UV sterilizer to further ensure removal of any potentially hazardous ozone remaining in the water. Target range for ORP is 350-375 mV.

- Weekly:
  - Ammonia, nitrite, nitrate, pH, phosphate, magnesium, calcium, and alkalinity are measured and recorded weekly for each system. Aquarium-grade kits are currently used for the testing of these parameters (API Saltwater Master Test Kit, Red Sea Foundation Pro Test Kit, HANNA Digital Phosphate Colorimeter). The equipment for this water quality monitoring is scheduled to be upgraded to spectrophotometric water sampling device to be kept on-site.
  - Target ranges for these parameters are as follows: Ammonia < 0.1 ppm, Nitrite < 0.1 ppm, Nitrate 0-5 ppm, pH 8.0-8.4, Phosphate <0.1 ppm (ideal range 0-0.03 ppm), Calcium 400-450 ppm, Magnesium 1200-1400 ppm, Alkalinity 7-9 dKH.

- Monthly:
  - Water samples taken from each aquarium system are mailed out to an independent, off-site water quality laboratory (ICP Analysis). Reports consisting of the quantitative analysis of 56 different elements are received and compiled for detailed analysis of all aspects of mineral

water quality. Incoming seawater and aquarium water are also routinely transported to an adjacent laboratory at the University of Miami's marine campus for analysis of bacterial content. We primarily monitor these minor parameters to assess changes in our incoming seawater supply that might affect or explain variation in the weekly parameters listed above. For this reason, we do not generally have a target range for these additional monthly parameters.

Propagation and Transfer

- Microfragmentation occurs when parent colonies and existing fragments have overgrown their substrate. Parental/genotype information is recorded on the plug of each fragment. Approximately 50-100 new fragments are produced weekly for research or outplanting purposes.
- All transfer events are communicated between participating organizations with advanced planning and coordination with a licensed veterinary technician. Any corals arriving/departing from/to other coral facilities must have an inspection prior to transport. Proper documentation consisting of species, genotype, quantity, original collection point, and destination information is provided by/to the transferring and receiving facilities.
- Any corals leaving the facility to be outplanted on nurseries or reefs require an additional veterinary inspection if they have been held on site for more than 30 days before they are permitted to leave the facility.

Deliverables: The Grantee will submit:

a) Quarterly Project Management Report documenting the progress of construction/installation and milestones completed to date. Report shall include 1-3 photos documenting the progress of installation. Report may be provided as part of the Exhibit A Progress Report.
b) Map of site and planned construction area/designs.
c) List of all supplies and equipment purchased and a brief description of how those supplies will be used in the buildout (provided quarterly).
d) Copies of any permits for construction and buildout, if any required.
e) Representative photos (5-10) of area after buildout showing the fully constructed arrays and associated life support systems and signage/logos detailed above.
f) Two social media posts: (1) after completion of the first 15 tanks; and (2) after completion of the second 15 tanks that acknowledges the funding assistance provided by DEP's Office of Resilience and Coastal Protection and partnership with the Grantee.
g) Spreadsheet containing daily, weekly, and monthly water quality data, as described above under "*Water Quality Analyses*" (provided quarterly once operational).
h) Spreadsheet documenting "*routine health assessments*", as described above (provided quarterly once operational)
i) Representative images (5-10) of the raceways/tanks in use. Images should clearly show the tanks are labelled/marked with the DEP logo (provided quarterly once operational).
j) Current inventory cataloguing corals/fragments currently in holding and which tank/system they are being held in (excel spreadsheet) (provided quarterly once operational).
k) A final report summarizing the Project completion and operation status will include water quality results (Note: final report must comply with Section 508 of the U.S. Rehabilitation Act (as amended), Florida Statute Chapter 282, and Rule: 60-8.002, F.A.C. Final report will also acknowledge the funding assistance provided by DEP's Office of Resilience and Coastal Protection). Final report will also include a summary from Task 3.1 and 3.2.

VI. PERFORMANCE MEAUSURES: The Grantee will submit all deliverables electronically for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline below. The Department's Grant Manager will review the task deliverable(s) to verify that they meet

the specifications in the Grant Work Plan and the task description, include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single sub-task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single sub-task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single sub-task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided in writing. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

VII. CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. If the Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

VIII. PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the approved Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

IX. STATUS REPORTS: Quarterly status reports are due no later than forty-five (45) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30, and December 31. The final quarterly status report is due no later than August 15, 2026.

X. PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Task Start Date	Task Due Date

1	Infrastructure Expansion and Coral Holding at Keys Marine Laboratory	Contractual Services	$990,000	Upon Execution	6/30/2026
2	Infrastructure Expansion and Emergency Coral Transport Capability at/via Mote Marin Laboratory	Contractual Services	$522,000	Upon Execution	6/30/2026
3	Infrastructure expansion at the University of Miami	Contractual Services	$987,932	Upon Execution	6/30/2026
		Total:	**$2,499,932**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Treasury	21.027	SLFRP0125	$2,499,932	152D-22
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$2,499,932	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

ATTACHMENT 8
Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
C. Wholly or partly suspend or terminate this Contract.
D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
   i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non- Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean air Act (42 U.S. C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of $100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control

Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding $100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:
https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

i. Grantees who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as partof any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
B. Procure a commercial sex act during the period of time that the award is in effect; or
C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative descripting the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

The Department must obligate all funds from SLFRF by December 31, 2024, and all such obligated funds must be expended by December 31, 2026. As such, the Contractor must submit all invoices by September 30, 2026, unless approved in writing by the Department.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

i. Projected/actual construction start date (month/year)
ii. Projected/actual initiation of operation date (month/year)
iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER $10 MILLION

For infrastructure projects over $10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

i. The number of employees of contractors and sub-contractors working on the project;
ii. The number of employees on the project hired directly and hired through a third party;
iii. The wages and benefits of workers on the project by classification; and
iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire

collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associatedwith workplace illnesses, injuries, and fatalities;
iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as appliable:

i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund

ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit B - Property Reporting Form

Agreement Number: 22CPR01

GRANTEE: In order to comply with applicable state and/or federal regulations, list non-expendable equipment/personal property costing $10,000 or more purchased directly or indirectly under the above Agreement. Complete: 1) a description of the property, 2) the serial number or other identification number, 3) the source, 4) who holds title/ownership, 5) purchase date, 6) cost, 7) DEP's percent share of that cost, 8) location/address of the property, 9) use and condition, 10) any ultimate disposition data, including date of disposal and sale price.

Description	Serial No./ ID No.	Source	Owner	Purchase Date	Cost	% Charged to DEP Grant	Location	Use and Condition	Disposition

Grantee: _____ **Date:** _____ **Grantee Grant Manager**: _____ **Date:** _____

BELOW IS FOR DEP USE ONLY

DEP GRANT MANAGER: Send invoices supporting the cost of the items to Finance and Accounting for the processing of the Grantee's invoice for payment. Maintain a copy of the invoices supporting the cost of each item identified above in your grant agreement file. Refer to Administrative Policy 320 for Property Guidelines.

DEP Grant Manager: _____ Date: _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): Monroe County Coral Resilience Project

Agreement Number: 22CPR01

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: Monroe County Board of County Commissioners

Entity Type: Local Government

Grantee Address: 500 Whitehead Street Key West, FL 33040

FEID: 59-6000749

(Grantee)

3. Agreement Begin Date: Upon execution

Date of Expiration: 9/30/2026

4. Project Number: *(If different from Agreement Number)*

Project Location(s): Layton, Summerland Key, and Virginia Key

Project Description: The project will provide infrastructure support for corals in the event that evacuation and holding is necessary.

5. Total Amount of Funding: $2,500,000.00

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
☐ State ☑ Federal	152-D FY 21/22	$ 2,500,000.00
☐ State ☐ Federal		$
☐ State ☐ Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ 2,500,000.00

6. Department's Grant Manager

Name: Kristi Kerrigan or successor

Address: Coral Protection and Restoration Program, 8000 N Ocean Dr., Dania Beach, FL 33004

Phone: 561-681-6632

Email: Kristi.Kerrigan@FloridaDEP.gov

Grantee's Grant Manager

Name: Andrew Roltsch or successor

Address: Monroe County, 1100 Simonton Street, Suite 2-213, Key West, FL 33040

Phone: 305-292-4476

Email: Roltsch-andrew@monroe-county-fl.gov

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☑ Attachment 2: Special Terms and Conditions
☑ Attachment 3: Grant Work Plan
☑ Attachment 4: Public Records Requirements
☑ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☑ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☑ Exhibit A: Progress Report Form
☑ Exhibit B: Property Reporting Form
☑ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☑ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808

☑ Additional Exhibits (if necessary): Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification; Exhibit K Non Profit Organization Compensation Form	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	SLFRP0125
Unique Entity Identifier (UEI):	QKLSCT2LM7M9
Federal Award Date to Department:	2/4/2022
Federal Award Project Description:	Monroe County Coral Resilience Project
Total Federal Funds Obligated by this Agreement:	2,500,000.00
Federal Awarding Agency:	U.S. Department of Treasury
Award R&D?	☐ Yes ☑N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Monroe County Board of County Commissioners — **GRANTEE**

Grantee Name

By: [signature] 3/20/2024

(Authorized Signature) — Date Signed

Attest: Kevin Madok, Clerk

[signature]

Mayor Holly Merrill Raschein

Liz Yongue, Deputy Clerk

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection — **DEPARTMENT**

By: Alex Reed — 4/19/2024

Secretary or Designee — Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

FILED FOR RECORD
2024 APR 26 AM 10:18
CLK. CIR. CT.
MONROE COUNTY, FLA

ORCP Additional Signatures

Kristi Kerrigan Digitally signed by Kristi Kerrigan
Date: 2024.04.05 11:15:08 -04'00'

DEP Grant Manager, Kristi Kerrigan

Hanna Tillotson Digitally signed by: Hanna Tillotson
DN: CN = Hanna Tillotson email = Hanna.Tillotson@FloridaDEP.gov C = AD O = Florida DEP
Date: 2024.04.05 12:03:42 -04'00'

DEP QC Reviewer, Hanna Tillotson

Grantee may add additional signatures below, if needed.

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Christine Limbert-Barrows
CHRISTINE LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
DATE: 3/3/24

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

   i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

   ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

   iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

   iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

   This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

   i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

   ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
    i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 22CPR01

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Monroe County Coral Resilience Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are no extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
For purposes of this Agreement, the Grantee will be considered the owner of any nonexpendable and/or nonconsumable personal property or equipment costing $5,000 or more purchased for the completion of the Project under a subcontract. Upon satisfactory completion of this Agreement, the Grantee will require its subcontractor to account for and report on all nonexpendable and/or nonconsumable personal property or equipment purchased under its subcontract in accordance with the Grantee's financial reporting and inventory control requirements. Based on the subcontractor report, the Grantee will submit Exhibit B, Property Reporting Form, to the Department with any applicable requests for reimbursement. Nonexpendable and/or nonconsumable personal property or equipment purchased for the Project by a subcontractor is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72 and/or Chapter 69I-73, F.A.C., as applicable, and should be capitalized, when appropriate, in accordance with GAAP and the Grantee's financial reporting requirements. The following terms shall apply:
a. The Grantee and/or its subcontractor(s) shall have use of the nonexpendable and/or nonconsumable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.

b. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the nonexpendable and/or nonconsumable personal property or equipment in good operating condition.
c. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, nonexpendable and/or nonconsumable personal property or equipment purchased with state funds and held in Grantee's possession for use in a contractual arrangement with the Department.
d. The Grantee is responsible for keeping a current and accurate inventory of any nonexpendable and/or nonconsumable personal property or equipment in accordance with its financial reporting and inventory control requirements. The Department may request an annual copy of these inventory records for the life of the Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.
b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement with the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Insurance Waiver for Sub-Grantees.
Grantee may waive the insurance limits as designated in Section 8, Attachment 2 for Sub-Grantees that are State of Florida governmental entities. If the Grantee chooses to grant a waiver to a sub-grantee, the Grantee must provide such waiver to the Department. The Department shall not be liable for any injury, loss, or damage sustained or suffered by persons as a result of the waiver. This does not waive insurance requirements for Grantees.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 22CPR01

ATTACHMENT 3

I. PROJECT TITLE: Monroe County Coral Resilience Project

II. PROJECT LOCATION(S): The Project will be located in the following locations:

a. City of Layton within Monroe County – Lat/Long (24.825901, -80.814207)
b. City of Summerland Key within Monroe County – Lat/Long (24.661389, -81.454444)
c. Virginia Key within Miami-Dade County – Lat/Long (25.733870, -80.159474)

III. PROJECT BACKGROUND: Florida's Coral Reef spans over 350 miles of continuous, diverse, coral reef ecosystems and is a beautiful, national treasure that supports an incredible amount of life in addition to providing jobs, protection, and enjoyment for millions of residents and visitors.

In the summer of 2023, Florida's Coral Reef (FCR) experienced an extreme coral bleaching event, that resulted in significant mortality of several different coral species across FCR. In response, evacuation efforts and land-based holding of Endangered Species Act-listed species and stony coral tissue loss disease susceptible species proved to be necessary to preserve genetic diversity for future propagation efforts. This mass movement and temporary holding of corals from *in-situ* nurseries to *ex-situ* holding facilities identified a gap in existing infrastructure for emergency response, which slowed our ability to move and hold corals efficiently.

Coral bleaching has been occurring more frequently over the past few decades, and some level of bleaching has occurred every year since 2011. In July 2023, NOAA recorded the highest South Florida sea temperatures (35°C/95°F) since in-water measurements started in 1981. In addition, FCR has seen outbreaks of disease, most notably the outbreak of stony coral tissue loss disease in 2014 which is now endemic to the entirety of the reef and affects over 23 different stony coral species. Understanding that major disturbance events such as bleaching or disease outbreaks will continue to happen, it is important to have precautions in place to facilitate a rapid response when necessary, including the development of and maintenance of holding facilities specifically designated for emergency response.

IV. PROJECT DESCRIPTION: The Monroe County Board of County Commissioners (Grantee) will conduct the Monroe County Coral Resilience Project (Project). The overall goal of this Project is to provide infrastructure support for corals in the event that evacuation and holding is necessary. The Grantee will sub-contract Keys Marine Laboratory, Mote Marine Laboratory, and University of Miami to complete the work.

This Project fulfills the emergency assistance request of the Florida's Coral Reef Resilience Program (FCRRP) and is consistent with State of Florida Restoration Priorities for Florida's Coral Reef: 2021-2026 and Florida's Bleaching Response Plan. The outcomes of this Project will be incorporated into the disturbance response efforts which seeks to improve understanding about the scale and severity of the disturbance on Florida's Coral Reef, identify management actions to remediate impacts, restore affected resources, and ultimately propagate thermally and disease tolerant species. As such, collaboration amongst partners is encouraged when appropriate to avoid duplication of efforts and ensure alignment of needs. Coordination with other partners is recommended, as appropriate.

V. TASKS AND DELIVERABLES:

Task 1: Infrastructure Expansion and Coral Holding at Keys Marine Laboratory

Task 1 will add land-based capacity for coral (and other associated reef organisms) by providing life support for holding, propagation, and to facilitate a rapid emergency response. This work will be completed by the Keys Marine Laboratory (KML) under this Project and will include Project Management to design, plan, acquire permits as necessary, coordinate construction, and complete startup of the land-based DEP Coral Response Seawater System (Figure 1).

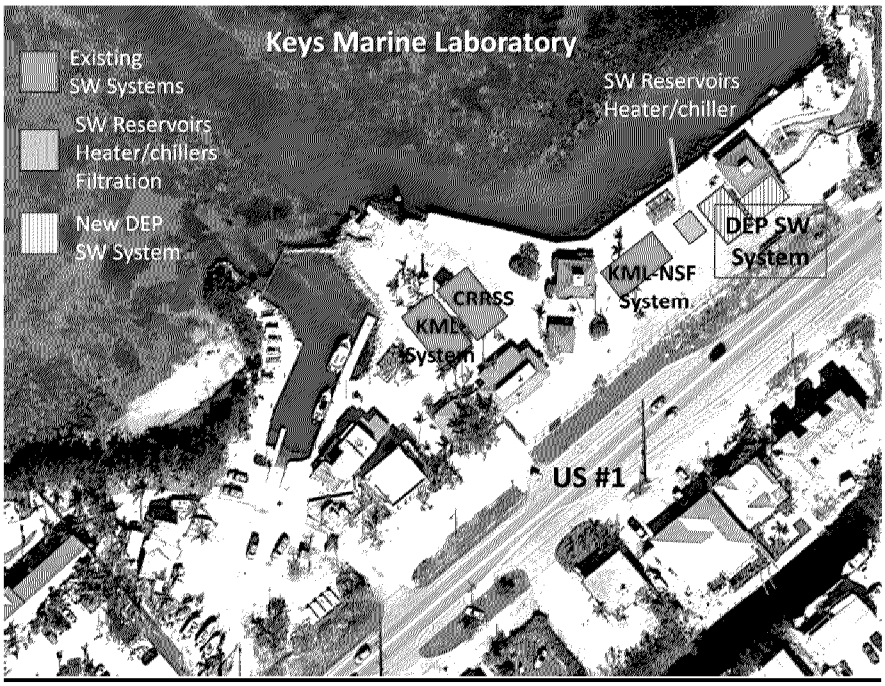


Figure 1. *Site map of Keys Marine Laboratory and location of proposed DEP seawater system.*

All equipment and assets purchased for and used in the construction and buildout of this new system will become the property of the University of South Florida (USF) as host institution for Florida Institute of Oceanography (FIO) (also known as Keys Marine Laboratory) (Tasks 1.1). The Florida Keys are in an area of high hurricane activity. Equipment shall be designed to resist high-velocity winds and wave action in accordance with local, state, and federal requirements.

Task 1 will also provide support for the operation and maintenance of sixteen (16) 240-gal seawater tables within existing KML System for coral emergency response efforts and coral restoration activities for two years (Task 1.2). Tables within KML SW systems will be maintained and operated by KML and prioritized for use by the coral restoration community with advanced notice, approval, and scheduling.

Coral restoration practitioners will follow the approval process to be determined by DEP. DEP will provide approval to KML for use of the sixteen (16) DEP-supported tables for coral response and restoration within 48-hours.

Task 1.1: Infrastructure Construction, Equipment Installation, and Build-Out of New DEP Seawater System (Keys Marine Laboratory)

Description The Grantee's subcontractor (KML) will act as Project Manager to oversee the planning, coordination, and construction of the expanded seawater system. Supplies, equipment, and other miscellaneous materials will be purchased in order to complete the expansion. All equipment, assets, supplies and other miscellaneous materials purchased for and used in the construction, installation or build-out of this system will be become the property of the University of South Florida (USF) as host institution for FIO. Contractors, suppliers, and vendors will be utilized for site preparation, electrical planning and installation, retaining wall installation to stabilize tank farm and drain fields, any necessary concrete construction, gravel for final grading and finishing, and shade structure installation. All necessary construction permits will be acquired by KML. KML staff will install life support equipment, tanks, plumbing, and miscellaneous equipment.

Seawater table capacity: Up to 5,700-gal temperature-controlled (up to 20 fiberglass tables, 240-gal or equivalent), 10gpm flow rates for system turnover every 4 hours or 6 times per day.

Coral tank farm footprint: Figure 2. Two greenhouse shade structures with 80% shade cloth (total 2,800 sq ft,, 30' x 40' and 40' x 30'), raised perimeter retaining wall to stabilize gravel over drain fields, concrete pad to support two seawater reservoirs (1700-gal each), one heater/chiller unit (5-ton to maintain temperature-controlled seawater).

Water source: Seawater will be supplied from an existing seawater well and treatment plant which has been in operation for more than ten years. Water quality has been monitored and tested regularly in accordance with Best Available Practices and Association of Zoos and Aquarium (AZA) recommendations.

Upon completion of construction, water flow will be established and KML staff will work through the required testing and monitoring to ensure the system is fully functional, water flow can be maintained, and water conditions are suitable to support corals. The process of Commissioning the System will last a minimum of eight (8) weeks and is outlined below. Proper commissioning of the system is an absolute requirement to ensure functionality and suitable conditions can be maintained.

Commissioning of the system (steps and data collection):

1. Daily water quality parameters will be monitored and collected with a YSI handheld sonde (minimum 3 weeks). This will include pH, salinity, O2, and temperature.
2. Weekly water quality parameters will be tested with aquaculture grade water quality testing kits (minimum 3 weeks). This will include ammonia, nitrite, nitrate, phosphates, copper.
3. Three (3) weeks after the system is operational, water samples will be collected at strategic locations within the system (minimum 2 locations) and sent to an independent off-site lab to test for VOCs, phosphates, sulfates, and total nitrogen.
4. Test live corals: Pending results of off-site water quality tests, live test corals will be held in the system for a minimum of two (2) weeks to ensure suitable water conditions have been met.

Upon completion of construction, the system will have a unique designation agreed upon by all parties. The new system will include signage with logos including but not limited to DEP, FCR, Monroe County and KML logos. Design of signage will be completed by KML and submitted to all partners for review and approval prior to installation.

Although not funded under this agreement, the new system will be prioritized for emergency coral rescue efforts and coral restoration activities. If future support for operations and maintenance is provided by DEP, this system will be reserved for use by DEP. If funded by DEP, use of this system will be approved/authorized in writing by DEP to KML for coral response and restoration within 48-hours of use.

Deliverables: The Grantee's subcontractor (KML) will submit:

a) Milestone Timeline with estimated period of work for KML seawater system Project construction and completion.
b) Seawater System schematic and map of design plan.
c) List of all supplies and equipment purchased and a brief description of how those supplies will be used (provided quarterly).
d) Copies of all acquired permits for construction and buildout.
e) Quarterly Project Management Report documenting the progress of construction and milestones completed to date. Report shall include 1-3 photos documenting the progress of construction. Report may be provided as part of the Exhibit A Progress Report.
f) Representative (5-10) photos of DEP SW system once construction is complete that shows the signage and logos detailed above.
g) Social media post with 1-2 photos and 1-3 sentences highlighting the buildout/construction of the new system. Post should acknowledge the funding assistance provided by the DEP's Office of Resilience and Coastal Protection and partnership with Monroe County.
h) Water quality data during the commissioning of the SW system:
  i. Daily collection of pH, salinity, O2, and temperature (minimum of 3 weeks);
  ii. Weekly collection of ammonia, nitrite, nitrate, phosphates, and copper (min of 3 weeks);
  iii. One-time collection of water samples at strategic locations within the system (minimum 2 locations) and sent to an independent off-site lab for VOCs, phosphates, sulfates, and total nitrogen; and
  iv. Summary of observations and applicable in-tank water test results from the final two week 'water quality specimen holding test' which ensures water quality parameters remain consistent to reef quality and KML existing system parameters after the introduction of specimens.
i) Coordinate final site visit with the DEP.
j) Draft report language summarizing the Project completion and operation status and will include water quality results and outcomes of test corals. Note: draft report will be integrated into Final report as part of Task 1.2.

Task 1.2: Operation and Maintenance of existing KML Seawater Systems for coral emergency response and coral restoration efforts for two years (total 16 tables)

Description: The Grantee will provide funding to KML for the operation and maintenance of sixteen (16) 240-gal tables within existing temperature-controlled KML seawater systems to ensure land-based capacity and availability to support coral emergency responses and coral restoration activities e.g. coral holding, propagation, and grow-out (two 1-year periods). DEP will provide approval to KML for use of the 16 prioritized tables for coral response and restoration within 48-hours of need.

Tables funded under this Project (16) will be reserved for DEP approved usage and costs for such operation will be billed regardless of the total number of tables used in any given month over the course of the Project period. Over-flow capacity for coral emergency response and restoration using other existing KML seawater systems will be billed at posted KML rates.

An onsite emergency backup generator, serviced and maintained by KML, will ensure life support is maintained to the KML seawater systems. The Florida Keys are in an area of high hurricane activity. Equipment shall be designed to resist high-velocity winds and wave action in accordance with local, state, and federal requirements.

Operations and maintenance of the systems will include KML staff support for daily and routine maintenance and administration, coral husbandry position for two years (50% effort), water quality monitoring and routine sampling, utilities costs to operate the system, purchasing any necessary equipment for replacements or repairs to ensure uninterrupted operations, purchase of supplies and consumables for cleaning and biosecurity, periodic veterinary inspections and services for coral health certifications, etc.

Deliverables: The Grantee's subcontractor (KML) will submit:

a) Daily work logs that document activities performed by support staff including routine maintenance (provided quarterly).

b) Repair logs that document all repairs performed on the associated seawater systems and coral husbandry support (provided quarterly).

c) Quarterly tracking and usage spreadsheet that documents the current operations of all DEP-supported seawater tables within KML seawater systems for the reporting period. Spreadsheet will include:
   i. Approved coral restoration entity and/or Principal Investigator
   ii. Number of tables and number of days used

d) Quarterly water quality monitoring and sampling data (Excel spreadsheets):
   i. HOBO data logger – continuous water temperatures in representative seawater tables (note: HOBOs data downloaded at least monthly)
   ii. Daily Hand-held YSI data: water temp, % DO, salinity ppt, pH
   iii. Water quality test results: VOCs, phosphates, sulfates, and total nitrogen (sampled quarterly or once within each reporting period)

e) A final report summarizing the operation and maintenance of systems (Note: final report must comply with Section 508 of the U.S. Rehabilitation Act (as amended), Florida Statute Chapter 282, and Rule: 60-8.002, F.A.C. Final report will also acknowledge the funding assistance provided by the DEP's Office of Resilience and Coastal Protection). Final report will include the "Draft report" content from Task 1.1.

Task 2: Infrastructure Expansion and Emergency Coral Transport Capability at/via Mote Marine Laboratory (Mote)

The Grantee's subcontractor, Mote Marine Laboratory (Mote) will perform infrastructure expansion at the Elizabeth Moore International Center for Coral Reef Research and Restoration (IC2R3) (address: 24244 Overseas Highway, Summerland Key, FL 33042), a fully equipped marine science facility dedicated to marine research and education in the Lower Florida Keys (about 24 miles from Key West). Currently, this facility includes:

- Category 5 hurricane resistant concrete building with 19,000 square feet of research labs, education classrooms, offices, and dormitories, vehicles and vessels, WiFi, and convenient access to Lower Florida Keys coral reef sites.
- Approximately 40 Scientific, Education, Administrative, Facilities, and Life Support staff supporting IC2R3 - as well as coral restoration nurseries in Islamorada and Key Largo – and education/outreach locations at the History and Discovery Center in Islamorada and NOAA EcoDiscovery Center in Key West.

- Field support for visiting scientists (details on visitor support).
- Indoor and outdoor seawater systems, environmental control rooms, raceways and experimental tanks for mesocosm-level studies, including research on ocean acidification and climate change impacts to reef organisms (details on wetlab research system).
- Molecular equipment to process and prepare samples for generation sequencing, genomics, metagenomics and transcriptomics (details on microbiology and molecular biology dry labs).
- Microbial supplies for molecular and culturable applications within the marine environment.
- Carbonate chemistry laboratory for ocean acidification studies (details on chemistry dry lab and Climate and Acidification Ocean Simulator).
- Eco-friendly design with solar panels, rainwater capture system, and high-efficiency heating and cooling (LEED Gold certified).

The wide variety of research and education programs conducted at Mote's IC2R3 reflect the diversity of Mote's staff and experience. Current Mote programs with ongoing research at IC2R3 include:

- Coral Reef Restoration
- Coral Reef Monitoring & Assessment
- Coral Health & Disease Research
- Ecotoxicology
- Marine & Freshwater Aquaculture Research
- Ocean Acidification Research

Scientists at IC2R3 study coral reef communities' response to climate change impacts such as rising ocean temperatures and ocean acidification; investigate major coral disease outbreaks and the overall microbiome of microscopic life forms that can help or harm coral reefs; optimize coral reef restoration efforts with grazers studies and research on threatened and vulnerable species; assess the genetic diversity of native coral species, including the potential for genotypes (genetic varieties) with natural resilience to stressors, and more.

Task 2.1: Supply Acquisition and Build-Out for New Land-Based Raceways

Description: The supplies and miscellaneous/other items requested for this emergency coral infrastructure expansion will complement all the above-mentioned coral research and restoration resources and scientific expertise at Mote by adding a 20-raceway coral matrix (approximately 3ft x 3ft x 8ft and 350 gallons each) on the Mote owned IC2R3 property on Summerland Key. This Project will increase coral disturbance holding capacity to maintain basic life support needs, including separate/independent pumps, plumbing, electrical, and alarms required for appropriate coral health to maintain water treatment, flow, filtration, chemistry, temperature, and structure/shade-cloth for managing varying light needs for corals requiring temporary storage during emergency scenarios, such as in-situ water temperature and chemistry stress events, bleaching, disease, and storms. Funding will be used to support the purchase of all supplies and miscellaneous/other needed for buildout. The installation and buildout will be completed by Mote staff (not funded under this agreement). Once raceways become operational, they will continue to be maintained by existing trained/experienced Mote staff. Raceways will be marked with DEP, FCR, and Mote logos and will be prioritized for emergency coral rescue efforts. The use of these systems must be approved/authorized in writing by DEP throughout the duration of this agreement and in coordination with the DEP after agreement termination.

Deliverables: The Grantee will submit:

a) List of all supplies and equipment purchased and a brief description of how those supplies will be used in construction.
b) Photos of area at IC2R3 before buildout of the 20-raceway matrix and associated life support systems.
c) Quarterly Project Management Report documenting the progress of construction and milestones completed to date. Report shall include 1-3 photos documenting the progress of construction. Report may be provided as part of the Exhibit A Progress Report.
d) Photos of area at IC2R3 after buildout that show all 20-raceways and associated life support systems. Photos should show the DEP, FCR, and Mote logos being displayed on the new systems.
e) Coordinate final site visit with DEP.
f) Press Releases and/or Social Media posts after construction completion the 20-raceway matrix that acknowledge the funding assistance provided by DEP's Office of Resilience and Coastal Protection and partnership with the Grantee.

Task 2.2: Mobile "Live Hauler" Equipment Purchase and Build-Out

Description: An approximately 1,200-gallon, 30 ft "live hauler" trailer will be purchased with independent mobile ability, towed via an existing Mote pickup truck 5th-wheel, with full coral life support systems (condensed mobile version to raceway matrix above – i.e. generator power, mobile filtration and heat pump, and divided spaces for biosecurity). This "live hauler" trailer will be used to transport corals from all restoration partners across the Florida Keys or to the mainland as needed for emergency safe storage or restoration purposes. This equipment purchase will become the property of the Grantee's subcontractor, Mote Marine Laboratory.

Additional supplies/equipment needed for the build-out and outfitting of the "live hauler" trailer will not be funded under this agreement. The initial fabrication of the trailer will be done by Oceans Design and any final installation and buildout will be completed by Mote staff (not funded under this agreement). Additionally, the "live hauler" will also be marked with DEP, FCR and Mote logos on the exterior (unless otherwise noted by DEP) and will be prioritized for emergency coral rescue.

Deliverables: The Grantee will submit:
a) Purchase of the equipment ("live hauler" trailer) as evidenced by: Purchase order(s), vendor invoice(s), and pictures of equipment purchased. Completed Property Reporting Form, DEP 55-211 (Exhibit B) with invoice copy.
b) Photos of "live hauler".
c) Press Releases and/or Social Media posts after construction completion the "live-hauler" that acknowledge the funding assistance provided by DEP's Office of Resilience and Coastal Protection and partnership with the Grantee.

Task 3: Infrastructure expansion at the University of Miami

Task 3 will expand land-based infrastructure at the University of Miami's (UM) facilities on Virginia Key for the purpose of holding/propagating future rescue corals in anticipation of the need for rapid disturbance response. UM will design, build, and commission the systems, and then use them to maintain and propagate rescued corals as needed. When not in use for rescue corals, UM will utilize these tanks for routine (non-emergency) propagation pipelines with the understanding that they must be available for rescue corals at short notice, as needed. In these situations, the use of these tanks will be approved/authorized in writing by DEP throughout the duration of the Project.

UM will construct a new ~2,500 sq. ft. shade house to accommodate this expansion. The shade house

will be installed on an elevated gravel bed with retaining walls and buried plumbing and electrical supply. The shade house is a curved-roof construction (bow house) consisting of 50% shade-cloth and a poly liner to shield from rain. The facility will comprise thirty (30) recirculating aquaculture systems (RAS) in six (6) independent arrays of five tanks (30 tanks total). Initially, fifteen (15) propagation tanks will be built out in an existing expansion area and fifteen (15) propagation tanks in the new shade house. However, as the facility continues to expand, we will eventually consolidate all thirty disturbance response tanks into the new shade house that will be dedicated for this use.

Each 115-gal tank is approx. 8'x3'x1' in dimensions, with a growable area of ~25 sq. ft. (750 sq. ft. in total). Each 5-tank array is connected to a 185-gallon sump connected to a 3 hp heater/chiller unit, and each sump incorporates an internal protein skimmer. Pumps continually circulate water through each 5-tank array and temperatures are maintained to within 1oF. Volume of each 5-tank system totals ~760 gallons, including plumbing, tanks, and sump. All equipment and assets purchased for and used in the construction and buildout of this new system will become the property of the University of Miami.

Seawater will be replaced in each system on a weekly basis (~200 gal/week per 5-tank array, approx. 20%). Seawater is sourced locally from Bear Cut, passes through settlement tanks, sand filters, and a UV sterilizer and will be ozonated and degassed prior to being used as replacement water in coral tanks. The recirculation loop on each 5-tank system will also include an in-line UV unit to ensure continued sterilization on an ongoing basis.

Task 3.1: Purchase and Install First 15 Tanks and Associated Life Support

Description: Three arrays of 5 tanks each (15 tanks total) will be installed in an expansion area in our existing shade house. Installation and buildout will be completed by UM staff, assisted by the same sub-contractor (Full Spectrum Aquaculture) who installed the existing tank arrays in the shade house. Once construction is completed, tanks are allowed to condition for two weeks to allow residues/PVC glues to dissipate, and to test temperature control and water quality. After this period, corals are introduced to the tanks, where they will be maintained by UM staff. Raceways will be marked with DEP, FCR, and UM logos (at minimum) and will be prioritized for emergency coral rescue efforts. The use of these systems for non-emergency use must be approved/authorized in writing by DEP throughout the duration of the Project.

Deliverables: The Grantee will submit:

a) List of all supplies and equipment purchased and a brief description of how those supplies will be used in the buildout (provided quarterly).

b) Quarterly Project Management Report documenting the progress of installation and milestones completed to date. Report shall include 1-3 photos documenting the progress of installation. Report may be provided as part of the Exhibit A Progress Report.

c) Representative photos (5-10) of area after buildout showing the three 5-tank arrays and associated life support systems and signage/logos detailed above.

d) Social Media post after completion of the three 5-tank arrays that acknowledges the funding assistance provided by DEP's Office of Resilience and Coastal Protection and partnership with the Grantee.

Task 3.2: Site Preparation, Construction of Shade house, and Installation of Second 15 Tanks and Associated Life Support

Description: UM will undertake site preparations and installation of a new shade house at an expansion site adjacent to UM/Experimental Hatchery. This shade house will accommodate the second set of three

5-tank arrays. Site preparation, electrical/plumbing hookups, and shade house installation will all be undertaken by contractors/suppliers/vendors. Installation and buildout of tanks and life support will be completed by UM staff assisted by the same contractor (Full Spectrum Aquaculture) who installed all existing tank arrays. All equipment and assets purchased for and used in the construction and buildout of this new system will become the property of the University of Miami. Once raceways become operational, they will be maintained by UM staff. Raceways will be marked with DEP, FCR, and UM logos (at minimum) and will be prioritized for emergency coral rescue efforts. The use of these systems must be approved/authorized in writing by DEP throughout the duration of the Project.

Deliverables: The Grantee will submit:

a) Map of site and planned construction area/designs.
b) Copies of any permits for construction and buildout, if any required
c) List of all supplies and equipment purchased and a brief description of how those supplies will be used (provided quarterly)
d) Quarterly Project Management Report documenting the progress of construction and milestones completed to date including site prep, plumbing, system buildout, shade house construction, and electrical. Report shall include 1-3 photos documenting the progress of construction. Report may be provided as part of the Exhibit A Progress Report.
e) Representative photos (5-10) of area after buildout showing the three 5-tank arrays and associated life support systems including signage/logos detailed above.
f) Social media post after completion of the three 5-tank arrays that acknowledges the funding assistance provided by DEP's Office of Resilience and Coastal Protection and partnership with the Grantee.

Task 3.3: System Operations and Maintenance

Description: UM will incorporate the newly constructed DEP Coral Response Seawater Systems into the operations and maintenance of its existing coral facility to ensure life support for corals and associated organisms. Current protocols at the University of Miami's facility include the following:

Husbandry Protocols

- Husbandry lists are completed daily with such activities as feeding, health examinations, water parameter monitoring, equipment checks, maintenance, isolation and treatment of new arrivals as well as various other essential tasks logged in a database. Open-up, daily and close-up activities are conducted, logged, and initialed to establish a record and degree of accountability.
- All equipment is inspected upon arrival, and when leaving the facility at the end of the day. All aquarium systems are monitored 24/7/365 via temperature sensors. Should the temperature rise or fall outside of the designated range for that system, alerts are sent out via email and text message to a list of accountable staff members responsible for responding to, assessing, and addressing the alerts accordingly.
- Aquariums and raceways are cleaned on a weekly basis. Native invertebrates such as snails, hermit crabs, and sea urchins are also used to aid in the reduction of nuisance algae growth. The platforms and plugs/tiles that coral fragments and colonies are held on are cleaned twice weekly to remove algae, filter feeding pests, and other items that accrue over time.

Routine Health Assessment

- A census of the different coral size classes is conducted daily, with any additional asexual fragmentation conducted and added to a running inventory list. A full inventory log is conducted quarterly to confirm these quantities.

- Coral condition is monitored routinely, with practitioners performing health checks as part of the daily husbandry list. Observations include coral coloration, polyp extension (or lack of), new growth, signs of stress, and other factors. This assessment typically occurs multiple times per day by multiple staff members to ensure that all corals are inspected by multiple observers.
- In cases of mortality, a loss of life analysis is conducted. This analysis consists of a full examination of the conditions surrounding the mortality. Factors of note include: observing corals sharing the same aquarium/water system, checking husbandry logs for irregularities, testing of water parameters for anything outside of acceptable range, etc. Any mortality is logged to identify any patterns of loss and update inventory, recording the species, genotype, and tank in which it was being held, as well as any supplemental information available for that individual.

Water Quality Analyses

- Daily:
  - Alkalinity, salinity, and temperature are monitored daily for each aquarium system. Salinity and temperature are measured using electronic HANNA probes that are calibrated monthly. Alkalinity is recorded via Red Sea alkalinity test kits. Target ranges for these parameters are as follows: Alkalinity 7-9 dKH, Temperature 74-85°F (adjusted seasonally), Salinity 1.024-1.027 relative specific gravity (32-36 ppt).
  - Oxidation-reduction potential (ORP) of ozonated supply water is observed at the start and end of day. The ozonation filtration system is equipped with automatic shutoff measures to safeguard against the dangers of straying above or below the required levels. After ozonation, incoming seawater passes through a carbon filter, and UV sterilizer to further ensure removal of any potentially hazardous ozone remaining in the water. Target range for ORP is 350-375 mV.

- Weekly:
  - Ammonia, nitrite, nitrate, pH, phosphate, magnesium, calcium, and alkalinity are measured and recorded weekly for each system. Aquarium-grade kits are currently used for the testing of these parameters (API Saltwater Master Test Kit, Red Sea Foundation Pro Test Kit, HANNA Digital Phosphate Colorimeter). The equipment for this water quality monitoring is scheduled to be upgraded to spectrophotometric water sampling device to be kept on-site.
  - Target ranges for these parameters are as follows: Ammonia < 0.1 ppm, Nitrite < 0.1 ppm, Nitrate 0-5 ppm, pH 8.0-8.4, Phosphate <0.1 ppm (ideal range 0-0.03 ppm), Calcium 400-450 ppm, Magnesium 1200-1400 ppm, Alkalinity 7-9 dKH.

- Monthly:
  - Water samples taken from each aquarium system are mailed out to an independent, off-site water quality laboratory (ICP Analysis). Reports consisting of the quantitative analysis of 56 different elements are received and compiled for detailed analysis of all aspects of mineral water quality. Incoming seawater and aquarium water are also routinely transported to an adjacent laboratory at the University of Miami's marine campus for analysis of bacterial content. We primarily monitor these minor parameters to assess changes in our incoming seawater supply that might affect or explain variation in the weekly parameters listed above. For this reason, we do not generally have a target range for these additional monthly parameters.

Propagation and Transfer

- Microfragmentation occurs when parent colonies and existing fragments have overgrown their substrate. Parental/genotype information is recorded on the plug of each fragment. Approximately 50-100 new fragments are produced weekly for research or outplanting purposes.
- All transfer events are communicated between participating organizations with advanced planning and coordination with a licensed veterinary technician. Any corals arriving/departing from/to other coral facilities must have an inspection prior to transport. Proper documentation consisting of species, genotype, quantity, original collection point, and destination information is provided by/to the transferring and receiving facilities.
- Any corals leaving the facility to be outplanted on nurseries or reefs require an additional veterinary inspection if they have been held on site for more than 30 days before they are permitted to leave the facility.

Deliverables: The Grantee will submit:

a) Spreadsheet containing daily, weekly, and monthly water quality data, as described above under "*Water Quality Analyses*" (provided quarterly).
b) Spreadsheet documenting "*routine health assessments*", as described above (provided quarterly)
c) Representative images (5-10) of the raceways/tanks in use. Images should clearly show the tanks are labelled/marked with the DEP logo (provided quarterly).
d) Current inventory cataloguing corals/fragments currently in holding and which tank/system they are being held in (excel spreadsheet) (provided quarterly).
e) Coordinate final site visit with the Department.
f) A final report summarizing the Project completion and operation status will include water quality results (Note: final report must comply with Section 508 of the U.S. Rehabilitation Act (as amended), Florida Statute Chapter 282, and Rule: 60-8.002, F.A.C. Final report will also acknowledge the funding assistance provided by DEP's Office of Resilience and Coastal Protection). Final report will also include a summary from Task 3.1 and 3.2.

VI. PERFORMANCE MEAUSURES: The Grantee will submit all deliverables electronically for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline below. The Department's Grant Manager will review the task deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single sub-task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single sub-task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single sub-task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided in writing. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

VII. CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding

Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. If the Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

VIII. PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the approved Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

IX. STATUS REPORTS: Quarterly status reports are due no later than forty-five (45) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30, and December 31. The final quarterly status report is due no later than August 15, 2026.

X. PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Task Start Date	Task Due Date
1.1	Infrastructure Construction, Equipment Installation, and Build-Out of New DEP Seawater System	Contractual Services	$559,283	Upon Execution	12/31/2025
1.2	Operation and Maintenance of existing KML-NSF System for coral emergency response efforts for two years	Contractual Services	$430,717	Upon Execution	6/30/2026
2.1	Supply Acquisition and Build-Out for New Land-Based Raceways	Contractual Services	$357,000	Upon Execution	6/30/2025
2.2	Mobile "Live Hauler" Equipment Purchase and Build-Out	Contractual Services	$165,000	Upon Execution	6/30/2025
3.1	Purchase and Install First 15 Tanks and Associated Life Support	Contractual Services	$206,295	Upon Execution	12/31/2024
3.2	Site Preparation, Construction of Shade house, and Installation of Second 15 Tanks and Associated Life Support	Contractual Services	$392,119	8/1/2024	7/31/2025
3.3	System Operations & Maintenance	Contractual Services	$389,518	1/1/2025	6/30/2026
		Total:	**$2,499,932**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement)* to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Treasury	21.027	SLFRP0125	$2,499,932	152D-22
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$2,499,932	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

ATTACHMENT 8
Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
C. Wholly or partly suspend or terminate this Contract.
D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
    i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non- Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean air Act (42 U.S. C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of $100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control

Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding $100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:
https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

i. Grantees who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as partof any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
B. Procure a commercial sex act during the period of time that the award is in effect; or
C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative descripting the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

i. Projected/actual construction start date (month/year)
ii. Projected/actual initiation of operation date (month/year)
iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER $10 MILLION

For infrastructure projects over $10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

i. The number of employees of contractors and sub-contractors working on the project;
ii. The number of employees on the project hired directly and hired through a third party;
iii. The wages and benefits of workers on the project by classification; and
iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project

workforce continuity plan, detailing:

i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;

iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associatedwith workplace illnesses, injuries, and fatalities;

iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and

v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as appliable:

i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund

ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Exhibit A –
Progress Report and Deliverable Submission Form

DEP Agreement No.:	22CPR01
Project Title:	Monroe County Coral Resilience Project
Grantee:	Monroe County Board of County Commissioners
Grantee Grant Manager Name:	Andrew Roltsch
DEP Grant Manager Name:	Kristi Kerrigan
Reporting Period:	

Provide the following information for all tasks identified in Attachment 3 Grant Work Plan:
Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task #: Task Title

- **Amount completed within this reporting period (%):**
- **Amount completed to date (%):**
- **Progress for this reporting period:** [*Add Text <500 words*]

- **Identify any delays or problems encountered:** [*Add Text <300 words*]

- **Deliverables due for this task; date they were submitted (or expected to be submitted); and how deliverables are submitted/where to find them: [***List all deliverables associated with the task/sub-task as a list (mimic the numbering from Attachment 3 – Grant Work Plan). Note which deliverables are being provided in this quarter and provide a link to that folder/file. If deliverables were provided previously, indicate the date they were accepted. Include a short description of how to find each deliverable within that folder location.*]
  a)
  b)
  c)

Task #: Task Title

- **Amount completed within this reporting period (%):**
- **Amount completed to date (%):**
- **Progress for this reporting period:** [*Add Text <500 words*]

- **Identify any delays or problems encountered:** [*Add Text <300 words*]

- **Deliverables due for this task; date they were submitted (or expected to be submitted); and how deliverables are submitted/where to find them: [***List all deliverables associated with the task/sub-task as a list (mimic the numbering from Attachment 3 – Grant Work Plan). Note which deliverables are being provided in this quarter and provide a link to that folder/file. If deliverables were provided*

previously, indicate the date they were accepted. Include a short description of how to find each deliverable within that folder location.]

a)
b)
c)

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (Original Ink or Adobe Certified Signature)	Date

For DEP Internal Use Only

This report and the specific deliverables described in this Progress Report and Deliverable Submission Form demonstrate that the work under the tasks outlined in this form was satisfactorily performed and are hereby approved in accordance with the reporting requirements of the above DEP Agreement number.

Signature of DEP Grant Manager or Designee (Original Ink or Adobe Certified Signature)	Date

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit B - Property Reporting Form

Agreement Number: 22CPR01

GRANTEE: In order to comply with applicable state and/or federal regulations, list non-expendable equipment/personal property costing $5,000 or more purchased directly or indirectly under the above Agreement. Complete: 1) a description of the property, 2) the serial number or other identification number, 3) the source, 4) who holds title/ownership, 5) purchase date, 6) cost, 7) DEP's percent share of that cost, 8) location/address of the property, 9) use and condition, 10) any ultimate disposition data, including date of disposal and sale price.

Description	Serial No./ ID No.	Source	Owner	Purchase Date	Cost	% Charged to DEP Grant	Location	Use and Condition	Disposition

Grantee: Monroe County Board of County Commissioners **Date:** 03/25/2024 **Grantee Grant Manager:** _____ **Date:** _____

BELOW IS FOR DEP USE ONLY

DEP GRANT MANAGER: Send invoices supporting the cost of the items to Finance and Accounting for the processing of the Grantee's invoice for payment. Maintain a copy of the invoices supporting the cost of each item identified above in your grant agreement file. Refer to Administrative Policy 320 for Property Guidelines.

DEP Grant Manager: _____ Date: _____

EXHIBIT C

PART 1a - PAYMENT REQUEST SUMMARY FORM

GRANTEE NAME: _____
MAILING ADDRESS: _____
_____
_____

DEP GRANT NO.: _____
REQUEST DATE: _____
FINAL INVOICE (Y or N): _____

PAYMENT REQUEST NO.: _____
TASK/DELIVERABLE NO(S).: _____
PERFORMANCE PERIOD: _____

TOTAL AMOUNT REQUESTED: _____
MATCH AMOUNT REQUIRED BY AGREEMENT: _____

EXPENDITURE SUMMARY - By Category

EXPENDITURE CATEGORY *(As Authorized)*	DEP BUDGETED AMOUNT	AMOUNT THIS REQUEST	RETAINAGE WITHHELD *(Enter Percentage, Only for Implementation Projects; SRP/FRP)*	RETAINAGE TO DATE *(Including this request)*	EXPENDITURES TO DATE *(Including this request)*	BUDGETED AMOUNT REMAINING	MATCHING FUNDS FOR THIS REQUEST *(page 10)*	TOTAL CUMULATIVE MATCHING FUNDS
			0%					
Salaries/Wages *(page 4)*	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Fringe Benefits *(page 4)*	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Indirect Costs *(page 5)*	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Contractual Services *(page 6)*	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Travel *(page 7)*	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Equipment *(page 8)*	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Rental/Lease of Equipment *(page 8)*	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Miscellaneous/Other Expenses *(page 9)*	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Retainage (Reimbursed After Final Invoice)		$0.00						
TOTAL AMOUNT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

TOTAL AMOUNT DUE *(Total Amount This Request Minus 5% Retainage Withheld, if applicable)*	$0.00

EXHIBIT C

PART 1b - PAYMENT REQUEST SUMMARY FORM

Payment Request No: _____

Performance Period: _____

EXPENDITURE SUMMARY - By Task

Authorized Tasks	AMOUNT THIS REQUEST	PREVIOUS PAYMENT REQUESTS	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST *(page 10)*	TOTAL CUMULATIVE MATCHING FUNDS
Task 1.1:	$ -	$ -	$ -	$ -	$ -
Task 1.2:	$ -	$ -	$ -	$ -	$ -
Task 2.1:	$ -	$ -	$ -	$ -	$ -
Task 2.2:	$ -	$ -	$ -	$ -	$ -
Task 3.1	$ -	$ -	$ -	$ -	$ -
Task 3.2	$ -	$ -	$ -	$ -	$ -
Task 3.3	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
TOTAL AMOUNT	$ -	$ -	$ -	$ -	$ -
TOTAL BUDGET (ALL TASKS)	$ -			$ -	
LESS TOTAL CUMULATIVE PAYMEN	$ -			$ -	
TOTAL REMAINING (ALL TASKS)	$ -			$ -	

EXHIBIT C
PART 1 - GRANTEE CERTIFICATION

I, _____, on behalf of
(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for
(Print name of Grantee/Recipient)

DEP Agreement No. _____ and Payment Request No. _____ that:

1. The disbursement amount requested is for allowable costs for the project described in Attachment 3 of the Agreement.

2. All costs included in the amount requested have been satisfactorily performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.

3. The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Grantee's Grant Manager Signature	Grantee's Fiscal Agent Signature
Print Name	Print Name
Date	Date

EXHIBIT C

PART 2 - CONTRACTUAL SERVICES DETAIL

Payment Request No: _____

Performance Period: _____

Task No.	Contractor Name	Contractor Invoice No.	Contractor Invoice Date	Contractor's Performance	Total Invoice Amount	Description of Goods/Services Provided	Payment Type (CC, Check)	Amount Claimed in this Request
1	ABC Inc.	2243	5/1/2023	4/01/2023-4/30/2023	$5,000.00	Description of Goods/Services Provided	Check #00233	$2,000.00
							Total Contractual:	**$0.00**

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 22CPR01

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: (_____) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 22CPR01

Project Title: Monroe County Coral Resilience Project

Grantee: Monroe County Board of County Commissioners

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Andrew Roltsch Digitally signed by Andrew Roltsch
Date: 2024.03.22 13:29:31 -04'00'

Grantee's Grant Manager Signature

Andrew Roltsch

Print Name

3/22/24

Date

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

Monroe County Board of County Commissioners is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title: Financial Analyst

Signature: Andrew Roltsch Digitally signed by Andrew Roltsch Date: 2024.03.25 08:12:55 -04'00' Date: 03/25/2024

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:	
Title:	
Agency Agreement/Contract #	22CPR01
Total Contract Amount	
Contract Term:	

Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

Client#: 159962 MOTEMAR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/10/2025

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

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

PRODUCER
CBIZ Insurance Services, Inc.
1605 Main Street, Suite 1010
Sarasota, FL 34236
941 960-8778

CONTACT NAME: Susan Campbell
PHONE (A/C, No, Ext): 941-960-8778 **FAX (A/C, No):** 941-960-8787
E-MAIL ADDRESS: certrequest@cbiz.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B : Trumbull Insurance Company	27120
INSURER C : FCCI Insurance Company	10178
INSURER D : Twin City Fire Insurance Company	29459
INSURER E : Indian Harbor Insurance Company	10193
INSURER F :	

INSURED
Mote Marine Laboratory, Inc.
1600 Ken Thompson Parkway
Sarasota, FL 34236

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X BI/PD Ded:10,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	21CESOF0B3G	01/01/2025	01/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$1,000,000 $300,000 $Excluded $1,000,000 $2,000,000 $2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	21UEND09615K	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
D	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $NIL	Y	Y	21XSON0AEJ	01/01/2025	01/01/2026	EACH OCCURRENCE AGGREGATE 	$5,000,000 $5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC010006445905	01/01/2025	01/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
E	Professional Liab & Pollution Liab			PEC000237224 RETRO DATE RETRO DATE	01/01/2025 04/16/1992 04/16/2019	01/01/2026	$1,000,000 Each Claim $1,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is require
Workers Compensation includes U.S. Longshoremen & Harbor Workers (USL&H)

APPROVED BY RISK MANAGEMENT
BY Gaelan Jones
DATE 04.03.25
WAIVER N/A ___ YES X

(3) DEP Grants
(See Attached Descriptions)

CERTIFICATE HOLDER
State of Florida Department of
Environmental Protection
3900 Commonwealth Blvd, MS 24
Tallahassee, FL 32399-3000

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

AUTHORIZED REPRESENTATIVE
CBIZ Insurance Services, Inc.

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DESCRIPTIONS (Continued from Page 1)

Monroe County Board of County Commissioners and the State of Florida Department of Environmental Protection, its employees, and Officers are considered additional insureds on the General Liability policy. This applies only to the operations performed by the named insured as required and agreed to by contract or agreement.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/03/2025

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

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

PRODUCER MARSH USA LLC. 1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323 CN102606713-UoM-GAWU-24-25	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED University of Miami Department of Risk Management P.O. Box 248106 Coral Gables, FL 33124	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** N/A — N/A **INSURER B :** National Union Fire Ins Co. of Pittsburgh PA — 19445 **INSURER C :** United Educators Insurance — 10020 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** ATL-005343760-13 **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X SIR $2,500,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			I46-88Z	11/01/2024	11/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ Included $ $ 1,000,000 $ 1,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		XWC 333-22-58 (FL) SIR $1,000,000	11/01/2024	11/01/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

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

Monroe County Board of County Commissioners are included as additional insured (except workers compensation) where required by written contract.

GPJ 4.3.25 - Auto Liab waived per contractor representation that no commercial auto used in performance of contract work

APPROVED BY RISK MANAGEMENT
BY Jaelan Jones
DATE
WAIVER N/A ___ **YES** X

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE of Marsh USA LLC

Marsh USA LLC

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COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: C13
2023-3883

BULK ITEM: Yes **DEPARTMENT:** Sustainability

TIME APPROXIMATE: **STAFF CONTACT:** Mike Lalbachan

AGENDA ITEM WORDING: Approval of a Hazard Mitigation Grant Program (HMGP) Agreement with the Florida Division of Emergency Management (FDEM) under Presidential Disaster Declaration for Hurricane Ian (FEMA 4673-DR-FL) to elevate two (2) residential structures in the amount of $515,844.00 and further directing and authorizing the County Administrator or her designee to act in connection with the application and to provide such additional information as may be required by the Florida Division of Emergency Management.

ITEM BACKGROUND:
The Florida Division of Emergency Management (FDEM) announced the availability of Hazard Mitigation Grant Program (HMGP) funds as a result of the Presidential Disaster Declaration for Hurricane Ian (FEMA 4673-DR-FL). One of the applications submitted by the Monroe County BOCC was approved for the elevation of two (2) single-family residences in Key West, Monroe County, Florida.

The proposed project shall elevate the existing residential structures to a minimum of 2 feet above the Base Flood Elevation (BFE). These residential properties are prone to flooding during high tides or hurricanes and have experienced frequent flooding. The susceptibility is attributed to the location of the structures in a Coastal AE Zone within the Special Flood Hazard (SFHA) in the Florida Keys.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations

ID#	Location	Coordinates
1	1551 5th Street, Key West, FL 33040	24.55578, -81.775547
2	1518 5th Street, Key West, FL 33040	24.55663, -81.776189

The total project cost is $515,844.00 with a federal share of $386,883.00 and the homeowners' share of

$128,961.00. FDEM also allocated $25,000.00 for the management costs associated with the implementation of the project. The County has until November 30, 2027, to complete the project.

PREVIOUS RELEVANT BOCC ACTION:
On April 19, 2023, the County accepted a grant agreement (H0938) for the elevation of 4 residential structures under hurricane Irma (4337).

On July 19, 2023, the County approved staff to submit grant applications under Hurricane Ian (4673) for residential elevations.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
GPJ 4/1/25 - per Page 35-36 grant conditions, owners of the properties receiving assistance under this grant must provide proof of flood insurance with limits equal to at least project costs, to the extent residences remain in SFHA after project completion.

STAFF RECOMMENDATION: Approval of Project Number 4673-021-R (Agreement Number H1160)-Monroe County, Residential Properties #1 for the Elevation of Two (2) Residential Structures.

DOCUMENTATION:

FDEM Grant #DR-4673-021-R (4-01-25)-Stamped.pdf

FINANCIAL IMPACT:
N/A

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	Monroe County
PROJECT #:	4673-021-R
PROJECT TITLE:	Monroe County, Residential Properties #1, Elevation
CONTRACT #:	H1160
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Mike Lalbachan, Mitigation Administrator

Enclosed is your copy of the proposed contract/modification between **Monroe County** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☐	This form is required to be included with all Reviews, Approvals, and Submittals
☐	Reviewed and Approved
☐	Signed & Dated Electronic Copy by Official Representative
☐	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Attachment M – Foreign County of Concern Affivadit completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 290-2511 or email me at Nicole.Rowe@em.myflorida.com.

Agreement Number: **H1160**

Project Number: **4673-021-R**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	Monroe County
Sub-Recipient's unique entity identifier (UEI/FEIN):	QKLSCT2LM7M9 / 596000749
Federal Award Identification Number (FAIN):	FEMA-DR-4673-FL
Federal Award Date:	December 11, 2024
Subaward Period of Performance Start and End Date:	December 11, 2024 - November 30, 2027
Amount of Federal Funds Obligated by this Agreement:	$393,460.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$411,883.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$411,883.00
Federal award project description (see FFATA):	Elevation
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Nicole.Rowe@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Monroe County, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Ms. Nicole Rowe
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-290-2511
Email: Nicole.Rowe@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Mr. Mike Lalbachan
   Monroe County
   102050 Overseas Highway
   Key Largo, Florida 33037
   Telephone: 305-453-8796
   Email: lalbachan-mike@monroecounty-fl.gov

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on December 11, 2024, and shall end on November 30, 2027, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. §200.1, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement (“Budget and Scope of Work”).

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$393,460.00**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) <u>RECORDS</u>

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and

Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the

Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The

Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. “Except in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 (“Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms”).

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract

provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

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

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

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

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> During the performance of this contract, the contractor agrees as follows:
>
> i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order

11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

> i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
>
> ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
>
> iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following

affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: MONROE COUNTY

By: _____

Name and Title: _____

Date: _____

FEID#: _____

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
JOSEPH DINOVO
ASSISTANT COUNTY ATTORNEY
DATE: 4-01-2025

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date:_____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$393,460.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Elevation of flood prone structures
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to elevate two (2) single-family residences in Key West, Monroe County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-021-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Monroe County, agrees to administer and complete the project per the application submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide flood protection to two (2) single-family residences in Key West, Florida 33040.

The proposed project shall elevate the existing residential structures to a minimum of 2 feet above the Base Flood Elevation (BFE). These residential properties are prone to flooding during high tides or hurricanes and have experienced frequent flooding. This susceptibility is attributed to its location in a Coastal AE Zone within the Special Flood Hazard Area (SFHA) in the Florida Keys.

The scope of work for these elevation projects shall involve building and site preparation, along with the disconnection of utilities. The existing structures shall be raised on a new open foundation on piers, pilings, or columns per engineering designs to the proposed minimum design elevation. Appropriate means of ingress and egress shall be constructed to access the elevated living spaces. All utilities shall be reconnected, and service equipment shall be elevated to the required height. The proposed mitigation project aims to significantly reduce or eliminate potential future flood damages to these low-lying properties, thereby enhancing their resilience and ensuring the safety of their occupants.

The habitable living areas of the original structure shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 effective at the time of permitting, the applicable Federal Flood Risk Management Standards (FFRMS), National Flood Insurance Program (NFIP) standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations. A final Elevation Certificate shall be completed for closeout to certify the structures were elevated to the required height.

Elevation projects must complete an inspection prior starting any construction, conducted by a qualified professional to demonstrate the proposed structures are structurally sound and capable of being elevated safely. A copy of the inspection report shall be provided to the Florida Division of Emergency Management within 12-months of the FEMA award date.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Location	Coordinates
1)	1551 5th Street, Key West, Florida 33040	(24.55578, -81.775547)
2)	1518 5th Street, Key West, Florida 33040	(24.55663, -81.776189)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per conceptual designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

   The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

   The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

   The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

   The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

   Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

   The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the installation to provide flood protection.

   The project shall be implemented in accordance with conceptual designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

   The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

   The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

   Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

   Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's

specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

a) Local Building Official Building Permit.

b) A Copy of the Certificate of Occupancy or copy of the Local Building Official Inspection Report and Final Approval, as applicable.

   1. Certifying that the structure is code-compliant.

c) A Copy of the Elevation Certificate before mitigation, if available.

d) A Copy of the Final Elevation Certificate (FEMA Form ff-206-fy-22-152), after mitigation – ensuring the structure has been elevated to the proper elevation.

e) All Product Specification / Data Sheets (technical standards) satisfying protective requirements on all products utilized.

f) Signed notices from the affected property owner in the Special Flood Hazard Area (SFHA) that the Sub-Recipient shall record a Deed Notice applicable to their property, as described in section (h), below, and that they shall maintain flood insurance.

g) Verification that the property located within a SFHA is covered by an NFIP flood insurance policy to the amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.

h) Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

   "This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, notwithstanding any other provision of law, no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable Federal law and subsequently having failed to obtain and maintain flood insurance as required under applicable Federal law on such property. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Section 60.3 and any city/county ordinance."

i) Letter verifying if intact archaeological features or deposits or human remains were discovered during project activities and, if so, how they were handled in accordance with Florida Statutes, Section 872.05.

j) Verification letter or documentation showing the structure is protected to the lower of the Base Flood Elevation (BFE) plus two feet of freeboard or the 0.2 percent annual-chance flood elevation, whichever Is lower and a final elevation or flood proofing certificate after construction is completed.

k) Verification letter or documentation showing the construction vehicles were stored onsite during the project or at existing access points within the Sub-Recipient's right-of-way.

l) Copy of floodplain permit and verification of compliance; if no permit was needed, a letter stating "No Permit Required" from the local floodplain administrator obtained prior to project commencement.

m) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, not all project activities may be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as

payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, conceptual designs, and construction plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) <u>Deliverables:</u>

Mitigation Activities consist of elevation of two (2) single-family residences located in Key West, Florida, to include building and site preparation, along with the disconnection of utilities. The existing structures shall be raised on a new open foundation on piers, pilings, or columns, and all utilities shall be reconnected and elevated to the required height to reduce or eliminate future flood damages to these low-lying properties, thereby enhancing their resilience and ensuring the safety of their occupants.

The habitable living areas of the original structure shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 effective at the time of permitting, the applicable Federal Flood Risk Management Standards (FFRMS), NFIP standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations. A final Elevation Certificate shall be completed for closeout to certify the structures were elevated to the required height.

Elevation projects must complete an inspection prior starting any construction, conducted by a qualified professional to demonstrate the proposed structures are structurally sound and capable of being elevated safely. A copy of the inspection report shall be provided to the Florida Division of Emergency Management within 12-months of the FEMA award date.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and a copy of the Certificate of Occupancy or any local official Inspection Report and/or Final Approval, as applicable.

3) The Sub-Recipient shall provide a copy of the Elevation Certificate prepared before mitigation, if available.

4) The Sub-Recipient shall submit a copy of the Elevation Certificate prepared after mitigation, showing the Base Flood Elevation and the elevation of all components.

5) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protect requirements on all products utilized.

6) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.

7) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA) re-evaluation before starting project work.

3) The Sub-Recipient shall monitor ground-disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

   If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

   The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division, and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division have completed consultation with SHPO, Tribes, and other consulting parties as necessary.

In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

4) This project is subject to the HMA FFRMS Partial Implementation Policy requirements. At a minimum, the structure must be protected to the lower of the Base Flood Elevation (BFE) plus two feet of freeboard or the 0.2 percent annual-chance flood elevation, whichever is lower. Sub-Recipient must coordinate with the local floodplain administrator and obtain any required permits prior to initiating work as well as provide a final elevation or flood-proofing certificate after construction is completed.

5) The Sub-Recipient must obtain a floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

6) Construction vehicles and equipment will be stored onsite during the project or at existing access points within the Sub-Recipient's right-of-way.

7) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) <u>Programmatic:</u>

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

8) A copy of the recorded deed amendment for each property as required by HMA Guidance.

9) For structures located in the Special Flood Hazard Area (SFHA), the Sub-Recipient shall verify if the proposed project triggers a substantial improvement and confirm that the project will be in compliance with the current local floodplain management ordinance.

10) For structures that remain in the SFHA after implementation, flood insurance must be maintained for the life of the structure to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular properties.

Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner

(including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, notwithstanding any other provision of law, no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable Federal law and subsequently having failed to obtain and maintain flood insurance as required under applicable Federal law on such property. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Section 60.3 and any city/county ordinance."

11) Prior to project commencement, the Sub-Recipient must identify the source and location of fill material and provide this information to the Division and FEMA. If the borrow pit is privately owned, or is located on previously undisturbed land, or if the fill is obtained by the horizontal expansion of a pre-existing borrow pit, FEMA consultation with the State Historic Preservation Officer shall be required. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required prior to project commencement AND for project closeout.

12) The Sub-Recipient must obtain a floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

13) A certificate of occupancy and the final Elevation Certificate (FEMA Form - Elevation Certificate -ff-206-fy-22-152) for each structure on the project to certify the structure is code compliant and was elevated to the required elevation.

14) A copy of the recorded deed for each property, including structure elevation project deed requirements for property maintenance and flood insurance requirements.

15) A signed Acknowledgement of Conditions for Properties Using FEMA Hazard Mitigation Assistance form for each structure.

16) A certification from a building official or licensed design professional verifying that the structure was designed and constructed to the minimum standard of the two most recently published editions of the International Codes, even in locations where no code has been adopted.

17) Front, rear and side photographs of the final structure(s), including the date of the photograph, property address, latitude/longitude to the nearest sixth decimal place and the source of the photograph.

18) Verification of flood insurance policy for each structure.

19) Closeout of structural elevation project, the Sub-Recipient shall provide:

    a) Updated property information for each location.

    b) A Certificate of Occupancy, certifying that each structure is code-compliant.

    c) A Final Elevation Certificate (FEMA Form FF-206-FY-22-152) for each structure to ensure the structure has been elevated to the proper elevation.

20) Special Conditions required on implementation of project:

    a) **EO 11988 CONDITION:** The Sub-Recipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of condition:** Executive Order 11988 – Floodplains **Monitoring Required: No**

b) **EO 11988 CONDITION:** This project is subject to the HMA FFRMS Partial Implementation Interim Policy FP-206-21-0003 requirements. At a minimum, the structure must be protected to the lower of the Base Flood Elevation (BFE) plus two feet of freeboard or the 0.2 percent annual-chance flood elevation, whichever is lower. Sub-Recipient must coordinate with the local floodplain administrator and obtain any required permits prior to initiating work as well as provide a final elevation or flood proofing certificate after construction is completed. **Source of condition:** Executive Order 11988 – Floodplains **Monitoring Required: No**

c) **NHPA CONDITION:** If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Sub-Recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient's contractor will provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities; all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05

d) **NHPA CONDITION:** Construction vehicles and equipment will be stored onsite during the project or at existing access points within the Sub-Recipient's right-of-way. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required:** No

21) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

22) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

c) SRMC cannot exceed 5% of the total project costs awarded.

d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4673-021-R.** It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on December 11, 2024; and the Period of Performance for this project shall end on **November 30, 2027**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	2	Months
Construction Plan/Technical Specifications:	3	Months
Bidding / Local Procurement:	3	Months
Permitting:	3	Months
Construction / Installation:	15	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	3	Months
Closeout Compliance:	3	Months
Total Period of Performance:	**35**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$285,080.00	$213,810.00	$71,270.00
Labor:	$168,000.00	$126,000.00	$42,000.00
Fees:	$38,200.00	$28,650.00	$9,550.00
Initial Agreement Amount:	**$491,280.00**	**$368,460.00**	**$122,820.00**
***Contingency Funds:	$24,564.00	$18,423.00	$6,141.00
Project Total:	**$515,844.00**	**$386,883.00**	**$128,961.00**
****SRMC**			
SRMC:	$25,000.00	$25,000.00	
SRMC Total:	**$25,000.00**	**$25,000.00**	

***Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

****** This project has an estimated $24,564.00 in contingency funds.** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00.

******** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $25,000.00 in Federal funding.** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	$386,883.00	(75.00%)
Non-Federal Share:	$128,961.00	(25.00%)
Total Project Cost:	**$515,844.00**	**(100.00%)**
SRMC (100% Federal)	$25,000.00	

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Program and Policy Guide, 2023;

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference, HMA Program and Policy Guide, 2023, G.3. Award Extensions, paragraph 3.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: Monroe County

REMIT ADDRESS: 102050 Overseas Highway

CITY: Key Largo STATE: FL ZIP CODE: 33037

PROJECT TYPE: Elevation PROJECT #: 4673-021-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1160

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Local Non-Federal 25%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____ DIVISION DIRECTOR

APPROVED FOR PAYMENT $ _____ _____
DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: Monroe County PAYMENT #:

PROJECT TYPE: Elevation PROJECT #: 4673-021-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1160

	REF NO[2]	DATE[3]	DOCUMENTATION[4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents % completion of the project.				***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: Monroe County

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: Monroe County **PROJECT #:** 4673-021-R

PROJECT TYPE: Elevation **CONTRACT #:** H1160

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:**

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):
Contract Execution Date: Contract Expiration Date:
Date Deliverables Submitted: Closeout Requested Date:

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC):

Signature: Phone:

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:*

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: *Reviewer:* *Project Manager*

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

Monroe County
Sub-Recipient's Name

H1160
DEM Contract Number

4673-021-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4673-021-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 393,460.00

OBLIGATION/ACTION DATE: December 11, 2024

SUBAWARD DATE (if applicable):

UEID/SAM#: QKLSCT2LM7M9

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide flood protection to two (2) single-family residences in Key West, Florida 33040.

The proposed project shall elevate the existing residential structures to a minimum of 2 feet above the Base Flood Elevation (BFE). These residential properties are prone to flooding during high tides or hurricanes and have experienced frequent flooding. This susceptibility is attributed to its location in a Coastal AE Zone within the Special Flood Hazard Area (SFHA) in the Florida Keys.

The scope of work for these elevation projects shall involve building and site preparation, along with the disconnection of utilities. The existing structures shall be raised on a new open foundation on piers, pilings, or columns per engineering designs to the proposed minimum design elevation. Appropriate means of ingress and egress shall be constructed to access the elevated living spaces. All utilities shall be reconnected, and service equipment shall be elevated to the required height. The proposed mitigation project aims to significantly reduce or eliminate potential future flood damages to these low-lying properties, thereby enhancing their resilience and ensuring the safety of their occupants.

The habitable living areas of the original structure shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 effective at the time of permitting, the applicable Federal Flood Risk Management Standards (FFRMS), National Flood Insurance Program (NFIP) standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations. A final Elevation Certificate shall be completed for closeout to certify the structures were elevated to the required height.

Elevation projects must complete an inspection prior starting any construction, conducted by a qualified professional to demonstrate the proposed structures are structurally sound and capable of being elevated safely. A copy of the inspection report shall be provided to the Florida Division of Emergency Management within 12-months of the FEMA award date.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Location	Coordinates
1)	1551 5th Street, Key West, Florida 33040	(24.55578, -81.775547)

2)	1518 5th Street, Key West, Florida 33040	(24.55663, -81.776189)

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

Attachment L

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: C14
2023-3887

BULK ITEM: Yes

DEPARTMENT: Emergency Management

TIME APPROXIMATE:
N/A

STAFF CONTACT: Cory Schwisow

AGENDA ITEM WORDING: Approval to issue a bid solicitation for post disaster Emergency Management Logistic Services that may include, but not be limited to, the following: General Logistics support, Resource Tracking, Incident Management Team (IMT), and Resource Support Staff to operate Logistics Staging Areas.

ITEM BACKGROUND:
Monroe County Emergency Management desires the services of a contractor to assist the County with post-disaster logistic services that may include, but not be limited to, the following: Incident Management Team (IMT), Resource Support Staff to operate Logistics Staging Areas, temporary sheltering, mobile units, emergency catering, emergency power, potable water, restrooms, and showers.

PREVIOUS RELEVANT BOCC ACTION:
None

INSURANCE REQUIRED:
Yes

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

FINANCIAL IMPACT:
Reimbursable funding from disaster declarations. Services only to be used after declared disaster in Monroe County.

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: C15
2023-3888

BULK ITEM: No

DEPARTMENT: Engineering Services

TIME APPROXIMATE:

STAFF CONTACT: Judy Clarke

AGENDA ITEM WORDING: Discussion and direction on acquiring 10 ft. wide easements from property owners in the Stillwright Point project area for the purpose of constructing and maintaining the Stillwright Point Road Elevation and Stormwater Management Project. **11:30 A.M. TIME APPROXIMATE**

ITEM BACKGROUND:
The Stillwright Point Road Elevation and Stormwater Management Project is under design with the completion date scheduled for late summer 2025.

The rights-of-way in the project area are 30 ft. wide as opposed to the usual 50 ft. width and the low elevation of the roads necessitates elevating them by at least 2 ft. Due to these existing conditions it has been determined through design that adjacent property owners will need to grant the county a 10 ft. wide easement in order to have sufficient space to construct the project. The easements are needed to harmonize the elevated road with the adjacent parcels, install drainage infrastructure and/or relocate other utility infrastructure as required to construct the elevated roadway and stormwater system.

Staff will need to contract with a surveyor to obtain survey and legal description information for the approximately 184 parcels in order to prepare the easement documents.

PREVIOUS RELEVANT BOCC ACTION:
The Board of County Commissioners approved a contract with WSP USA Inc. for engineering design and permitting services for the Stillwright Point Road Elevation and Stormwater Managment Project at the May 17, 2023 BOCC meeting.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

Not applicable

STAFF RECOMMENDATION: Discussion

DOCUMENTATION:

FINANCIAL IMPACT:
There will be a cost associated with obtaining surveys and legal descriptions for the easements and with recording the easement documents once they are executed. This cost has not been determined at this time.

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: C16
2023-3898

BULK ITEM: Yes

DEPARTMENT: Project Management

TIME APPROXIMATE:
n/a

STAFF CONTACT: Cary Vick

AGENDA ITEM WORDING: Report of monthly change orders for the month of March 2025, reviewed by the County Administrator/Assistant County Administrator.

ITEM BACKGROUND:

There were five (5) change orders considered and approved by the County Administrator/Assistant Administrator for the period beginning 03/01/2025 and ending 03/31/2025 for a total of $104,887.86.

There were no change order requests denied.

PREVIOUS RELEVANT BOCC ACTION:
On September 9, 1998, Ordinance No 027-1998 was adopted in order to provide that the County Administrator may approve separate, non-cumulative change orders for construction projects and professional service contracts in amounts not to exceed $50,000 (as amended per Ordinance No. 024-2015), or 5% of the original contract price, whichever is greater.

On April 19, 2023, Ordinance 005-2023 was adopted in order to provide that the County Administrator may approve separate, non-cumulative change orders for construction projects and professional service contracts in amounts not to exceed $100,000 or 5% of the original contract price, whichever is greater. The BOCC requested a monthly report of all change orders considered by the County Administrator.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: N/A

DOCUMENTATION:

Change Order Rpt_Mar 2025.pdf

FINANCIAL IMPACT:
N/A

MONROE COUNTY CONSTRUCTION PROJECT CHANGE ORDERS
CONSIDERED BY THE COUNTY ADMINISTRATOR'S OFFICE
FOR THE PERIOD 03/01/2025 – 03/31/2025

PROJECT	CONTRACTOR	CO#	AMOUNT	DESCRIPTION	DATE CONSIDERED	CAUSE
MCDC Stock Island Stucco Repairs	Quick Painting Group Corp.	1	$0.00	No-cost time extension.	03/04/25*	Due to access and staffing issues, 104 days needed to be added to the contract time.
Blue Heron Pickleball Court Expansion	Igmar Enterprises LLC	1	$0.00	No-cost time extension.	03/13/25*	Due to delays in delivery of the drainage and paving material, 66 days needed to be added to the contract time.
Twin Lakes Flood Mitigation Project	Ferreira Construction Co. Inc.	3	$59,818.12	Various additions.	03/17/25*	Multiple revisions including: 1. Raise elevation of Adams Dr drainage structure, 2. Ditch bottom inlet grates (31) to be galvanized and traffic rated, 3. FKEC fee for de-energization of electrical lines on Adams Dr., and 4. Increase contract time by 11 days due to weather.
Big Pine Community Park Amphitheater	Pedro Falcon Contractors, Inc.	3	$69,389.74	Revision to stormwater swale location and addition of new lighting.	03/28/25*	The original design called for a new swale to be installed, however the Parks and Beaches Dept requested that the plan be revised to increase the size of the existing swale in lieu of constructing a new one. Also, at the request of the Parks and Beach Dept., installation of 4 new Musco LED Lighting fixtures to be installed to better serve the public at future events at the amphitheater.
	Subtotal		**$129,207.86**		***** Approved	

HURRICANE IAN REPAIRS

PROJECT	CONTRACTOR	CO#	AMOUNT	DESCRIPTION	DATE CONSIDERED	CAUSE
East Martello Hurricane Ian Repairs	Sea Tech of the Florida Keys, Inc.	2	($24,320.00)	Removal of non-Hurricane Ian related items from the contract.	03/06/25*	The original scope of work included repairs that were either not caused by Hurricane Ian or not identified in the FEMA damage description and therefore not eligible for reimbursement necessitating removal from the SOV.
	Subtotal		**($24,320.00)**		***** Approved	

TOTAL for March: $104,887.86

MONROE COUNTY/ENGINEERING/ PROJECT MANAGEMENT CONTRACT CHANGE ORDER

PROJECT TITLE:
MCDC Stock Island Stucco Repairs

CHANGE ORDER NO: 01
INITIATION DATE: 02/28/2025
CONTRACT DATE: 07/17/2024

TO CONTRACTOR:
Quick Painting Group Corp.
9867 S Orange Blossum Trail, Ste. 109
Orlando, Florida 32837

The Contract is changed as follows:

The original (Contract Sum) (Guaranteed Maximum Price)……..	$ 240,000.00
Net change by previously authorized Change Orders……..	$ 0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change order was……	$ 240,000.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order…….	$ 0.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order is….....	$ 240,000.00
The Contract Time will be (increased) (decreased) (unchanged) by……	104 days
The date of Substantial Completion as of the date of this Change Order is……	03/28/2025

Detailed description of change order and justification:
This is a no cost time extension change order. Due to access and staffing issues, the contractor has requested 104 days be added to the contract time. The previous substantial completion date was December 14, 2024.

This change Order is 0% of the original contract price.

Not valid until signed by Owner, Engineer (if applicable), and Contractor

ENGINEER:

N/A Date

CONTRACTOR:

02/28/2024
Quick Painting Group Corp. Date

DEPARTMENT DIRECTOR

02/28/2024
Cary Vick Date
Project Management

COUNTY ADMINISTRATOR:

Christine Hurley Digitally signed by Christine Hurley Date: 2025.03.04 16:31:35 -05'00'
Christine Hurley Date

Change Order Attachment per Ordinance No. 005-2023

- Change Order was not included in the original contract specifications. Yes ☒ No ☐

  If Yes, explanation: *No cost time extension.*

- Change Order was included in the original specifications. Yes ☐ No ☒

  If Yes, explanation of increase in price:

- Change Order exceeds $100,000 or 5% of contract price (whichever is greater). Yes ☐ No ☒

  If Yes, explanation as to why it is not subject for a calling for bids:

- Project architect approves the change order. Yes ☐ No ☒

  If no, explanation of why: *N/A – not needed for time extension only change order*

- Change Order is correcting an error or omission in design document. Yes ☐No ☒

  Should a claim under the applicable professional liability policy be made? Yes ☐ No ☒

  Explain:

QP QuickPaintingGROUP

To: Matthew R. Howard
Monroe County
Project Management Department
1100 Simonton Street, 2-216
Key West, Florida 33040
(305)850-8123 - howard-matthew@monroecounty-fl.gov

Subject: Formal Request for Project Extension - MCDC Stock Island Stucco Repairs

Dear Matthew Howard,

We are writing to formally request an extension for the final completion of the **MCDC Stock Island Stucco Repairs** project. As per the original agreement, the project commenced on **October 15, 2024**, with final completion set for **January 13, 2025**. Despite following the schedule, additional time is needed to maintain the high quality and precision required for the project.

Given that the project requires careful attention to detail and precision, we believe that an extension of **104 calendar days** is necessary, moving the final completion date to **April 27, 2025.**

Please know that our team is committed to delivering an outstanding result, and we are dedicated to upholding the highest standards of quality throughout the duration of the project. We appreciate your understanding and support as we work to ensure the successful and meticulous completion of this important work.

We look forward to your approval and continued collaboration on this project.

Thank you for your attention to this matter.

Sincerely,

Andres Sanchez
President
Quick Painting Group Corp
407-733-0401 quickpaintinggroup@gmail.com

MONROE COUNTY PROJECT MANAGEMENT
CONTRACT CHANGE ORDER

PROJECT TITLE:
Blue Heron Pickleball Court Expansion

INITIATION DATE: ***March 11, 2025***
CHANGE ORDER NO: 1

CONTRACT DATE: October 16, 2024

TO CONTRACTOR:
Igmar Enterprises LLC
14113 NW 8th Street
Sunrise FL 33325

The Contract is changed as follows:

The original (Contract Sum) (Guaranteed Maximum Price)	$250,000.00
Net change by previously authorized Change Orders	$ 0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change order was	$250,000.00
The (Contract Sum) (Guaranteed Maximum Price) will be unchanged by this Change Order	$ 0.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order is	$250,000.00
The Contract Time will be (increased) by	66 Days
The date of Substantial Completion as of the date of this Change Order is	April 3, 2025

Detailed description of change order and justification:
Due to supply chain issues, delivery and installation of the drainage and paving material was delayed. The unforeseen delay in drainage installation pushed back the installation of the asphalt which, in turn created a scheduling conflict for the resurfacing subcontractor.

This change order is 0% of the original contract price.

Not valid until signed by Owner, Architect (if applicable), and Contractor

ENGINEER:

Digitally signed by Edil H Pena Jimenez
Date: 2025.03.12 09:36:29-04'00'

Date

CONTRACTOR:

03/11/2025

Date

DIRECTOR PROJECT MANAGEMENT

Cary Vick

Digitally signed by Cary Vick
Date: 2025.03.12 10:17:11 -04'00'

Date

COUNTY ADMINISTRATOR:

Christine Hurley

Digitally signed by Christine Hurley
Date: 2025.03.13 16:09:21 -04'00'

Christine Hurley Date

Change Order Attachment per Ordinance No. 004-1999

- Change Order was not included in the original contract specifications. Yes ☒ No ☐

If Yes, explanation: *Due to supply chain issues, delivery and installation of the drainage and paving material was delayed. The delay in drainage installation pushed back the installation of the asphalt which, in turn created a scheduling conflict for the resurfacing subcontractor.*

- Change Order was included in the original specifications. Yes ☐ No ☒

  If Yes, explanation of increase in price: N/A

- Change Order exceeds $100,000 or 5% of contract price (whichever is greater). Yes ☐ No ☒

  If Yes, explanation as to why it is not subject for a calling for bids: N/A

- Project engineer approves the change order. Yes ☒ No ☐

  If no, explanation of why:

- Change Order is correcting an error or omission in design document. Yes ☐ No ☒

  Should a claim under the applicable professional liability policy be made? Yes ☐ No ☒

  Explain:

MONROE COUNTY/ENGINEERING/PROJECT MANAGEMENT
CONTRACT CHANGE ORDER

PROJECT TITLE: Twin Lakes Flood Mitigation Project

CHANGE ORDER NO: 3

INITIATION DATE: 3/13/25
CONTRACT DATE: 5/15/24

TO CONTRACTOR: Ferreira Construction Co. Inc.

The Contract is revised as follows:

Total original combined Monroe County and FKAA contract	$21,734,258.71
Net change by previously authorized Change Order 1 MC items	$171,600.00
Revised Contract including Change Order 1	$21,905,858.71
Change Order 2 FKAA deduction to contract	($1,279,950.00)
Revised Contract Sum including Change Order 1 and 2	$20,625,908.71
Change Order 3 Monroe County revisions result in increase to contract	**$59,818.12**
Revised Total Contract amount (includes Monroe County and FKAA $1,466,695)	**$20,685,726.83**

Pursuant to contract article 7.2.2, the cost or credit to the owner resulting from a change in the Work shall be determined in one or more of the following methods:
7.2.2.1. Mutual acceptance of lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
7.2.2.2. Bid unit prices stated in the Contract Documents or subsequently agreed upon.
7.2.2.3. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

This **Change Order 3** includes four contract revisions:
1. Raise elevation of S-50 (1044 Adams Drive) drainage structure due to harmonization with homeowner gated boat access gravel driveway elevation not to exceed lump sum amount of **$3,414.87**.
2. Ditch bottom inlet grates (31) to be galvanized and traffic rated not to exceed lump sum amount of **$55,050.86**.
3. FKEC fee for deenergize of electrical lines on Adams Drive not shown on plans not to exceed lump sum amount of **$1352.39**
4. Increase contract time: 11 weather days added - King Tide 9.20,9.23,9.24,9.25 TS Helene 9.26, 9.27, Hurricane Milton 10.8,10.9, 10.10,10.11, 10.14.2024; The project commencement was 7.15.24.

Original contract substantial completion (660 calendar days 5.5.26). This change order 3 adds 11 weather days and 0 change order days and revises substantial completion to 5.16.26.

This Change Order No. 3 is a net increase of **$59,818.12** and represents .275 % increase (less than 1%) to the original contract price.

Contractor agrees to accept the increase in monetary compensation and hereby waives and releases any and all claims for any additional compensation related to these bid items.

The FKAA (if applicable), Engineer of Record - EOR (WSP USA, Inc) and the Construction Engineering and Inspection Services - CEI (HDR Construction Control Corp.) concur with this change order.

Not valid until approved by Owner, FKAA (if applicable), and Contractor

CONTRACTOR _____ 3/13/25 Date

ENGINEERING SERVICES DIRECTOR Judith Clarke, P.E. Digitally signed by Judith Clarke, P.E. Date: 2025.03.13 14:10:29 -04'00' Date

COUNTY ADMINISTRATOR Christine Hurley Digitally signed by Christine Hurley Date: 2025.03.17 21:02:19 -04'00' Date

Approval by:

FKAA _____not applicable _____ Date
David Hackworth, Director of Engineering

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
CHRISTINE LIMBERT-BARROWS
SR. ASSISTANT COUNTY ATTORNEY
DATE: 3/13/25

Change Order Attachment per Ordinance No. 004-1999

- Change Order was not included in the original contract specifications. Yes ☒ No ☐

  If yes, explanation: (See attached additional information)

  Item 1 – Ditch bottom inlet elevation issue – Due to homeowner use of 2nd gravel driveway for boat trailer access, Ditch bottom inlet S-50 needs to be raised 7 inches from elevation .56 to elevation 1.14.

  Item 2 – Ditch bottom inlet grates – WSP plans and EOR approved type D - not galvanized and not traffic rated. The location conditions in Twin Lakes requires traffic rated (vehicles drive over them) and type G galvanized (for salt water conditions).

  Item 3 – FKEC deenergize lines – underground electrical lines at 1037 Adams Drive needed to be deenergized in order for 24 inch drainage pipe from structure S-48 to S-49 to be installed.

  Item 4 – Weather days from fall 2024 storms were omitted from previous change order.

- Change Order was included in the original specifications. Yes ☐ No ☒

  If yes, explanation of increase in price:

- Change Order exceeds $25,000 or 5% of contract price (whichever is greater). Yes ☐ No ☒

  If yes, explanation as to why it is not subject for a calling for bids:

  Change Order 3 is **$59,818.12** increase and represents .275 % increase (less than 1%) to the original contract price.

- Project engineer/architect approves the change order. Yes ☒ No ☐

  If No, explanation of why:

- Change Order is correcting an error or omission in design document. Yes ☐No ☒

  Should a claim under the applicable professional liability policy be made? Yes ☐ No ☐

  Explain: Existing conditions

1 - Change 31 EA ditch bottom inlet grates to galvanized and traffic rated ($55,050.86)

FERREIRA

Extra Work Cost Breakdown

Owner's Project No:	FDEM B0200 - FDEP 22SRP57	Ferreira Job No.:	4473
Project Name:	Twin Lakes (Key Largo) Flood Mitigation	Prepared By:	Andres P.
RCO No.	RCO #03	Proposal Date:	3/5/2025
Description:	Change of inlet grates to be galvanized and traffic rated.		

LABOR

No.	Description: Name (T&M Only)	Class.	WC Code	Net Burden %	Hourly Rate	Hours STD.	Hours OT.	Amount	Total
1						0.00	0.00	$0.00	$0.00
					Subtotal-Bare Labor:			$0.00	$0.00

MATERIALS

No.	Description	Quantity	Unit Price	UOM		Amount
1	6626 USF Grate Galvanized & Traffic rated	31	$1,508.78	EA		$46,772.18
			Subtotal Materials:			$46,772.18
			Sales Tax %:	7.00%		$3,274.05
			Subtotal Materials:			$50,046.23

EQUIPMENT

No.	Description: Make / Model	Rates (Blue Book): Rental (Mo./176)	Rates (Blue Book): Oper. Cost/Hr.	Hours: Oper.	Hours: Standby	Amount
1				0.00	0.00	$0.00
				Subtotal Equipment:		$0.00

SUBCONTRACT

No.	Description	Quantity	UOM	Unit Price	Amount
1					**$0.00**
			Subtotal Subcontract:		$0.00

CONTRACT UNIT ITEMS

No.	Item Description	Rate	Quantity	UOM		Amount
1						**$0.00**
			Total Contract Items:			$0.00

INDIRECT COSTS, EXPENSES, AND PROFIT

(1) Mark-up (10%) on the payments in Labor, Materials, Equipment, Subcontractor, and contract items:

a) Total Labor		$0.00
b) Total Materials		$50,046.23
c) Total Equipment		$0.00
	Subtotal Mark-Ups:	$5,004.62
(ii) Subcontractor markup		$0.00
(iii) Contract Items markup		$0.00
	Total Mark-Up Amount:	**$5,004.62**

Extra Work Breakdown Summary:

LABOR + BURDEN		**$0.00**
MATERIALS		**$50,046.23**
EQUIPMENT		**$0.00**
SUBCONTRACT		**$0.00**
CONTRACT ITEMS		**$0.00**
MARK UP		**$5,004.62**
TOTAL AMOUNT		**$55,050.86**



6600 NW 32 Avenue
Miami, FL 33147
Ph: (305) 696-7904
Fax: (305) 220-1019

Quotation and Contract

Date	Estimate #
2/28/2025	TJP-24-051

Project Name

TWIN LAKES FLOOD MITIGATION

Customer / Address

FERREIRA CONSTRUCTION SOUTHER DIVISION CO.,
9455 NW 104 ST, MEDLEY, FL 33178
email: ap@ferreiraconstruction.com

Ph: (305) 805-6900
Fax: ( ) -

Item	Description	Qty	Unit Price	Total
6626	6626 USF GRATE GALVANIZED & TRAFFIC RATED	31	1,508.78	46,772.24
				46,772.24

6600 NW 32 Avenue
Miami, FL 33147
Ph: (305) 696-7904
Fax: (305) 220-1019

Quotation and Contract

Date	Estimate #
2/28/2025	TJP-24-051

Project Name

TWIN LAKES FLOOD MITIGATION

Customer / Address

FERREIRA CONSTRUCTION SOUTHER DIVISION CO., Ph: (305) 805-6900
9455 NW 104 ST, MEDLEY, FL 33178 Fax: ( ) -
email: ap@ferreiraconstruction.com

TJ Precast Corp. is a manufacturer of pre-cast contract products. Payments are due upon the terms stated on this invoice / quote, regardless of the terms of any Contract under which the Customer may be performing works. Sales taxes are not included in the prices shown above. These prices are F.O.B. Jobsite location.

Prices quoted herein are tendered based on the entire purchase of all quoted products shown in this estimate and are valid for 30 calendar days. After this time, prices may change. TJ Precast reserves the right to withdraw this proposal.

Resale items (rings, covers, grates, frames, etc.) are subject to price modification by our supplier. Should this occur, the prices quoted herein will be adjusted accordingly. Cast iron products will be furnished unpainted.

Structural calculations and the signature, seal and certification by a FL Licensed Professional Engineer are not included in these prices.

Shop drawings will be produced only upon receipt of an executed / signed proposal by a duly authorized representative of the Customer.

Before any structures are put in production, the Customer must submit in writing a desired production / delivery sequence request.

Deliveries are only performed Mondays through Fridays between 7:00 AM and 3:30 PM. Deliveries outside this schedule may be accommodated, subject to additional charges and only provided they are requested at least 72 hours in advance. Materials must be off-loaded by the Customer, within 1 (one) hour of arrival at the agreed delivery site. After this time, an hourly rate of $225 will be applied for each hour or fraction thereof that the offloading is delayed.

Specially fabricated items cannot be returned. Stock items may be returned subject to a 15% restocking fee.

TJ Precast can only store requested products for up to 60 days from their production date. Any structure not delivered by this time will incur a $50 charge per week or fraction thereof.

All deliveries are subject to a fuel surcharge.

Accepted on Behalf of Buyer	Accepted on Behalf of Seller
Tittle	Quoted By
Date	Date

Sabbag, Anthony A.

From: Sabbag, Anthony A.
Sent: Monday, January 27, 2025 12:09 PM
To: 'Andres Perez'; Joel Hitchman; Sergio Lacayo
Cc: Alequin Rodriguez, Samuel; Soto, Luis; Corning, Gregory; London-Debra
Subject: RE: Twin Lakes - Grates

Andres:

Thanks for the quick turnaround. Once you have it, please provide a cost proposal to replace all 31 DBI grates with USF 6626 (galvanized). Can we have a credit for return less restocking (if any) cost on the ones purchased and delivered?

Thanks,

Anthony Sabbag, CGC, CCM
Project Engineer
100410 Overseas Highway, Suite 204
Key Largo, FL 33037
M 305.796.8600

HDR
hdrinc.com/follow-us

From: Andres Perez <APerez@ferreiraconstruction.com>
Sent: Monday, January 27, 2025 10:30 AM
To: Sabbag, Anthony A. <Anthony.Sabbag@hdrinc.com>; Joel Hitchman <JHitchman@ferreiraconstruction.com>; Sergio Lacayo <SLacayo@ferreiraconstruction.com>
Cc: Alequin Rodriguez, Samuel <Samuel.AlequinRodriguez@hdrinc.com>; Soto, Luis <Luis.Soto1@wsp.com>; Corning, Gregory <Greg.Corning@wsp.com>; London-Debra <London-Debra@MonroeCounty-FL.Gov>
Subject: RE: Twin Lakes - Grates

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Tony,

I asked our supplier for the traffic rated and galvanized grates (see attached). These have a lead time of 4-5 weeks. I also asked about pricing, and these are around $1,700 each. They will provide an official quote shortly.

Let me know if this is what the county is looking for.

Thanks,

Andres C Perez

Project Manager
M 305.506.7028 // **P** 305.805.6900 Ext. 690
6101 NW 74th Ave. Miami, FL 33166
FerreiraConstruction.com

FERREIRA
Building the Future with Pride

From: Sabbag, Anthony A. <Anthony.Sabbag@hdrinc.com>
Sent: Monday, January 27, 2025 8:13 AM
To: Andres Perez <APerez@ferreiraconstruction.com>; Joel Hitchman <JHitchman@ferreiraconstruction.com>; Sergio Lacayo <SLacayo@ferreiraconstruction.com>
Cc: Alequin Rodriguez, Samuel <Samuel.AlequinRodriguez@hdrinc.com>; Soto, Luis <Luis.Soto1@wsp.com>; Corning, Gregory <Greg.Corning@wsp.com>; London-Debra <London-Debra@MonroeCounty-FL.Gov>
Subject: RE: Twin Lakes - Grates

Caution: This is an external email. Please be mindful when clicking links or opening attachments.

Andres:

As discussed, after further discussion with the County, we want all grates to be both traffic rated and galvanized.

Please review and advise.

Thanks,

Anthony Sabbag, CGC, CCM
Project Engineer
100410 Overseas Highway, Suite 204
Key Largo, FL 33037
M 305.796.8600

HDR
hdrinc.com/follow-us

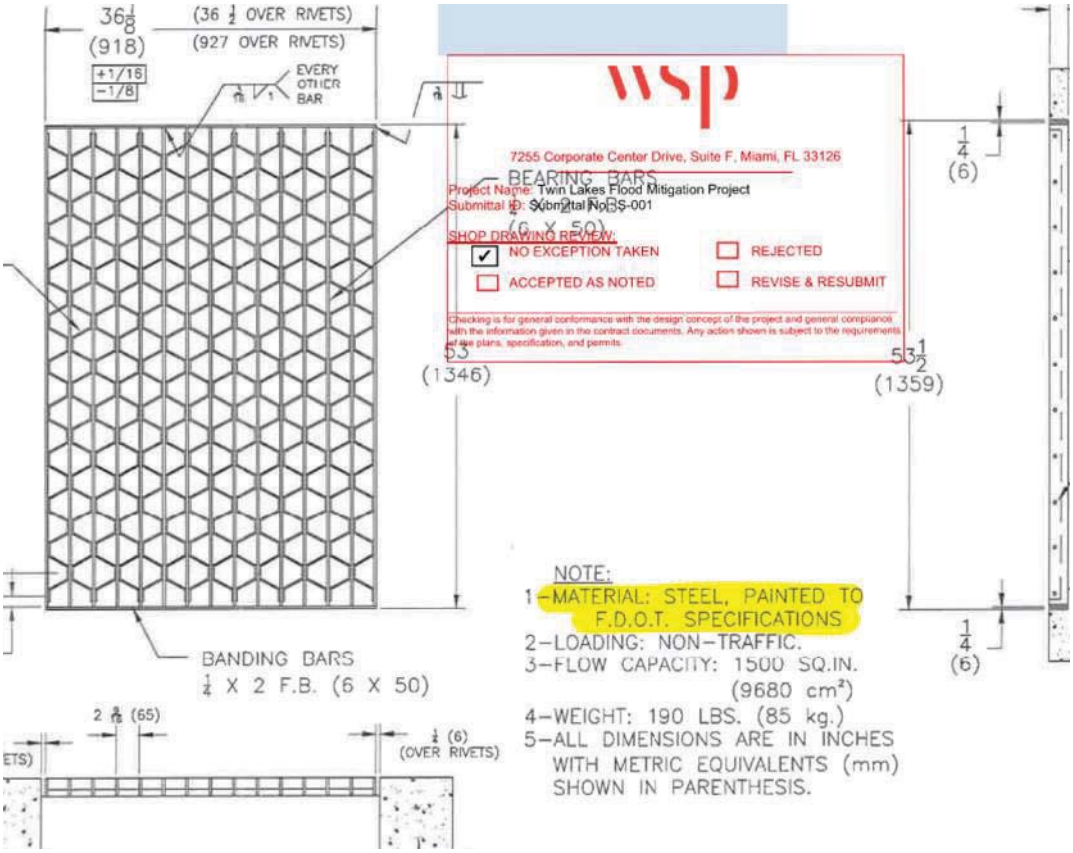
From: Sabbag, Anthony A. <Anthony.Sabbag@hdrinc.com>
Sent: Monday, January 20, 2025 1:06 PM
To: Andres Perez <APerez@ferreiraconstruction.com>; Joel Hitchman <JHitchman@ferreiraconstruction.com>; Sergio Lacayo <SLacayo@ferreiraconstruction.com>
Cc: Alequin Rodriguez, Samuel <Samuel.AlequinRodriguez@hdrinc.com>; Soto, Luis <Luis.Soto1@wsp.com>; Corning, Gregory <Greg.Corning@wsp.com>; London-Debra <London-Debra@MonroeCounty-FL.Gov>
Subject: RE: Twin Lakes - Grates

Andres:

Thanks for your response and I agree with you that galvanizing is not required because Alt. G grates are not specified.

However, many of the grates arrived to the site in an already advanced corrosive state and these cannot be accepted as is. The shop drawing does state, “STEEL PAINTED TO FDOT SPECIFICATIONS” (see below). The FDOT applicable specs 504, 460, 560, and 561 regarding “steel painting” would therefore apply for the steel coating requirements.

Please discuss with your supplier as to the coating that was applied (QC, SSPC, additives, procedures, etc.). Sections 560-561 are attached.



Thanks,

Anthony Sabbag, CGC, CCM
Project Engineer
100410 Overseas Highway, Suite 204
Key Largo, FL 33037
M 305.796.8600

HDR
hdrinc.com/follow-us

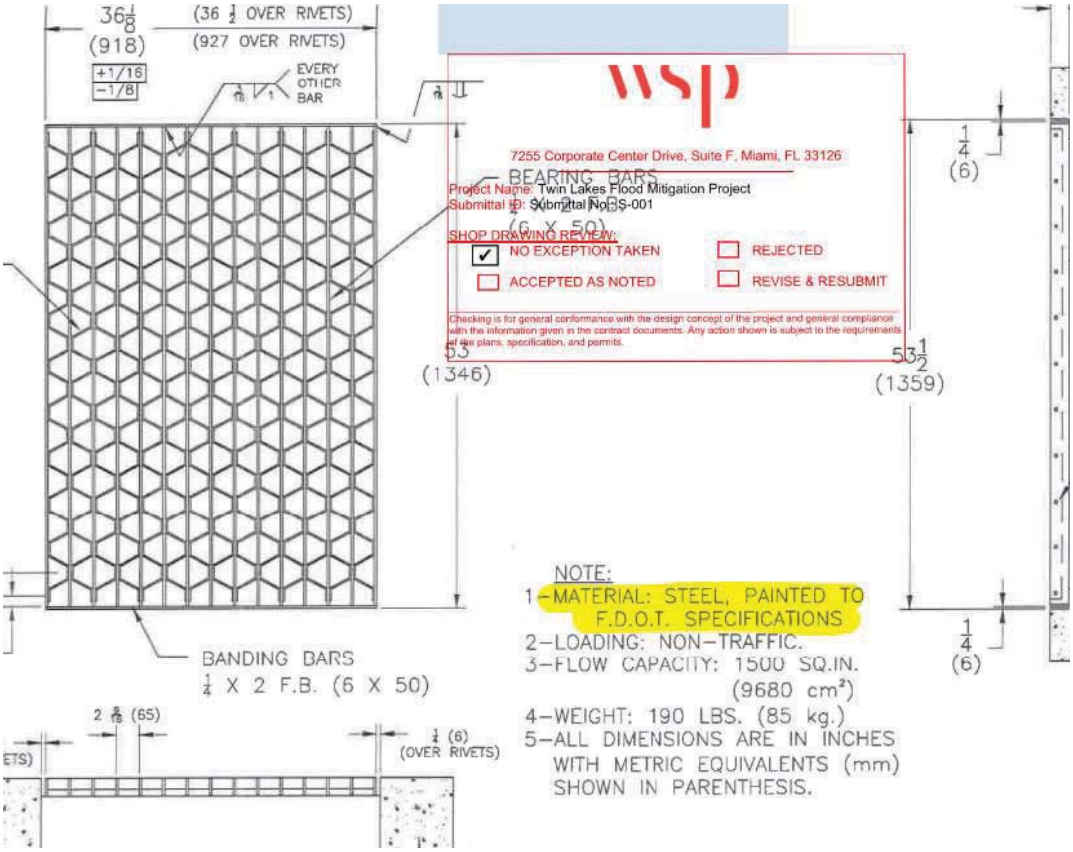
From: Andres Perez <APerez@ferreiraconstruction.com>
Sent: Thursday, January 16, 2025 8:47 AM
To: Sabbag, Anthony A. <Anthony.Sabbag@hdrinc.com>; Joel Hitchman <JHitchman@ferreiraconstruction.com>
Cc: 'London-Debra' <London-Debra@MonroeCounty-FL.Gov>; Alequin Rodriguez, Samuel <Samuel.AlequinRodriguez@hdrinc.com>; Sergio Lacayo <SLacayo@ferreiraconstruction.com>
Subject: RE: Twin Lakes - Grates

CAUTION: [EXTERNAL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Tony,

The plans or specifications do not call for galvanized grates on this project. The following are some comments justifying the grates used in the project:

1. The plans on sheets # SD-1A and SD-2A call for “INLETS AND MANHOLES TO BE PER F.D.O.T INDEX NO. 425-001 & 425-010.”. The plans call for "INLETS, DT BOT, TYPE D, <10'". This type of inlet is described on spec 425-052. I am attaching the plans sheet spec for your reference.
2. The specification 425-3.2 from the specifications package we received for this project describes the gratings, covers, and frames. It mentions that WHEN “Alt. G” grates are specified in the plans the grates should be galvanized; however, the plans do NOT call for “Alt. G” grates.
3. In your email, you attached specifications 962-8.9 and 962-9 which are not part of the specifications package that we received for this project.
4. The approved shop drawing of the grates clearly specifies that this is a painted grate, not galvanized. See highlighted below.



Let me know if you have any questions or comments.

Thank you,

Andres C Perez

Project Manager

M 305.506.7028 // **P** 305.805.6900 Ext. 690

6101 NW 74th Ave. Miami, FL 33166

FerreiraConstruction.com

FERREIRA

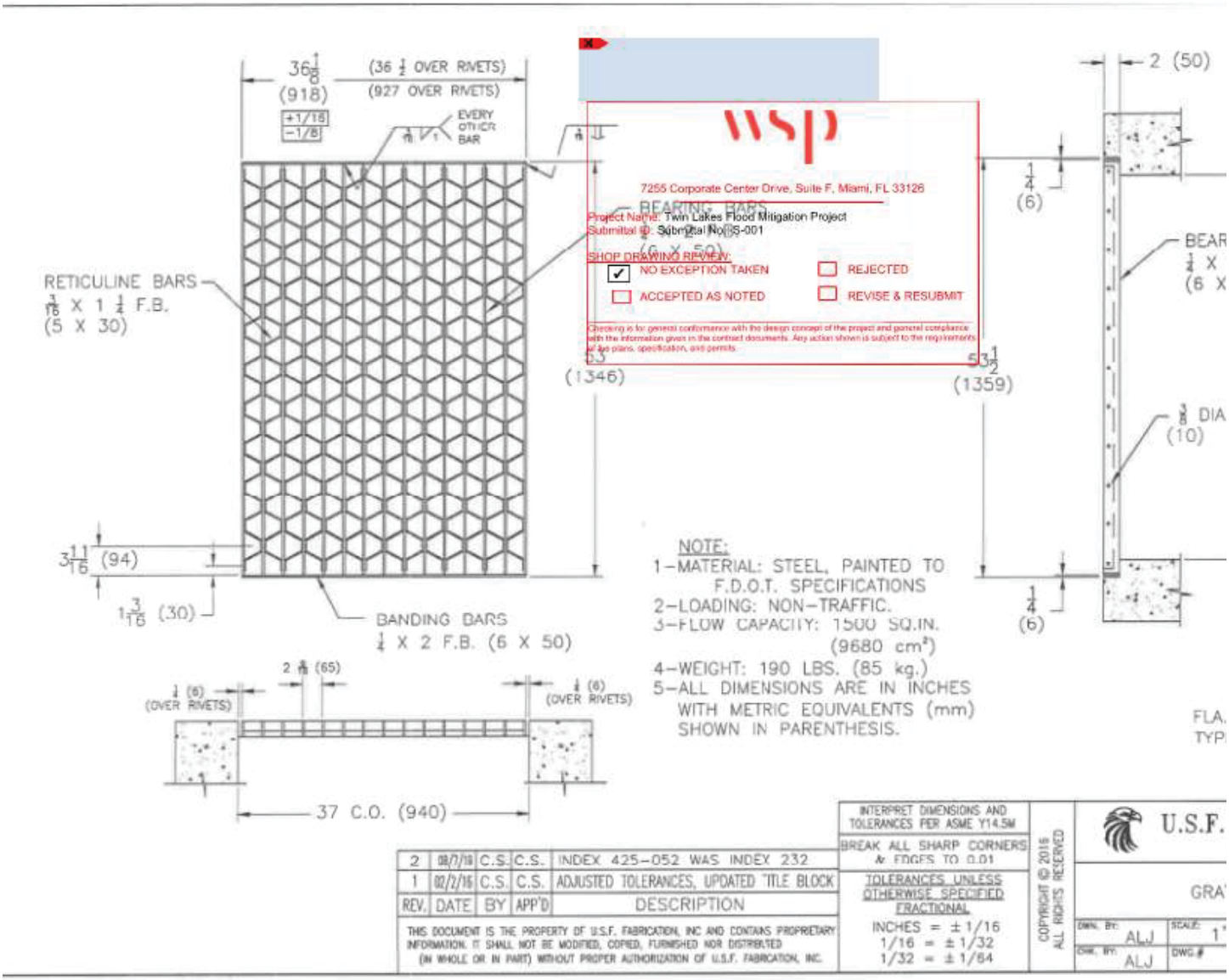
Building the Future with Pride

From: Sabbag, Anthony A. <Anthony.Sabbag@hdrinc.com>
Sent: Wednesday, January 15, 2025 12:26 PM
To: Andres Perez <APerez@ferreiraconstruction.com>; Joel Hitchman <JHitchman@ferreiraconstruction.com>
Cc: 'London-Debra' <London-Debra@MonroeCounty-FL.Gov>; Alequin Rodriguez, Samuel <Samuel.AlequinRodriguez@hdrinc.com>
Subject: Twin Lakes - Grates

Caution: This is an external email. Please be mindful when clicking links or opening attachments.

Andres:

Good afternoon. Can you look into the issue we have with some of the inlet grates on Twin Lakes (pics attached). Seems like some were sent to site already with corrosion and rusting. Maybe a supplier issue with the galvanizing. I've attached the specs and shop drawings for the review.



425-3.2 Gratings, Covers, and Frames: Use gratings and frames fabricated from structural steel or cast iron as designated in the appropriate Standard Plans Index. When "Alt. G" grates are specified in the Plans, provide structural steel grates that are galvanized in accordance with the requirements of ASTM A123 and hardware galvanized in accordance with the requirements of ASTM A153.

962-8.9 Steel Grates: Provide Grade 50 steel per ASTM A242/A242 M, A572/A572 M or A588/A588 M for grates. Galvanize grates in accordance with 962-9 when "Alt. G" grates are specified in the Plans.

2 - Raise elevation of the installed ditch bottom inlet a total of 7" from elev. 0.56 to elev. 1.14.($3,414.87)

FERREIRA

Extra Work Cost Breakdown

Owner's Project No:	FDEM B0200 - FDEP 22SRP57	Ferreira Job No.:	4473
Project Name:	Twin Lakes (Key Largo) Flood Mitigation	Prepared By:	Andres P.
RCO No.	Estimate #5	Proposal Date:	3/10/2025
Description:	Additional work to adjust the elevation of drainage structure S-50.		

LABOR

No.	Description: Name (T&M Only)	Class.	WC Code	Net Burden %	Hourly Rate	Hours: STD.	Hours: OT.	Amount	Total
1	Foreman	Foreman		82.64%	$42.60	6.00	0.00	$466.83	$466.83
2	Operator	Operator		82.64%	$30.80	6.00	0.00	$337.52	$337.52
3	Laborer	Laborer		82.64%	$22.30	6.00	0.00	$244.37	$244.37
4	Laborer	Laborer		82.64%	$22.30	6.00	0.00	$244.37	$244.37
5						0.00	0.00	$0.00	$0.00
					Subtotal-Bare Labor:			$1,293.09	$1,293.09

MATERIALS

No.	Description	Quantity	Unit Price	UOM		Amount
1	Pallet of 2X4 brick	1.00	$858.60	EA		$858.60
2	Portland Cement	10.00	$16.75	EA		$167.50
17	Molding Plaster	5.00	$35.34	EA		$176.70
18						$0.00
			Subtotal Materials:			$1,202.80
			Sales Tax %:	7.00%		$84.20
			Subtotal Materials:			$1,287.00

EQUIPMENT

No.	Description: Make / Model	Rates (Blue Book): Rental (Mo./176)	Rates (Blue Book): Oper. Cost/Hr.	Hours: Oper.	Hours: Standby	Amount
1	Excavator Deere 245		$87.39	6.00	0.00	$524.34
				Subtotal Equipment:		$524.34

SUBCONTRACT

No.	Description	Quantity	UOM	Unit Price		Amount
1						**$0.00**
				Subtotal Subcontract:		$0.00

CONTRACT UNIT ITEMS

No.	Item Description	Rate	Quantity	UOM		Amount
1						**$0.00**
				Total Contract Items:		$0.00

INDIRECT COSTS, EXPENSES, AND PROFIT

(1) Mark-up (10%) on the payments in Labor, Materials, Equipment, Subcontractor, and contract items:

a) Total Labor	$1,293.09
b) Total Materials	$1,287.00
c) Total Equipment	$524.34
Subtotal Mark-Ups:	$310.44
(ii) Subcontractor markup	$0.00
(iii) Contract Items markup	$0.00
Total Mark-Up Amount:	**$310.44**

Extra Work Breakdown Summary:

LABOR + BURDEN	**$1,293.09**
MATERIALS	**$1,287.00**
EQUIPMENT	**$524.34**
SUBCONTRACT	**$0.00**
CONTRACT ITEMS	**$0.00**
MARK UP	**$310.44**
TOTAL AMOUNT	**$3,414.87**

PROJECT: TWIN LAKES (KEY LARGO) FLOOD MITIGATION
PROJECT #: FDEM B0200 AND FDEP 22SRP57

LABOR AND BURDEN CERTIFICATION

FICA	FUTA	SUTA	Medical	HOLIDAY VAC/SICK	Retirement Benefits	Workers Comp	General Liability	TOTAL
7.65%	0.60%	5.40%	29.20	13.0%	4.0%	10.69%	12.10%	82.64%

LABOR CODE	LABOR DESCRIPTION	BASE RATE	BURDEN - 82.64%	TOTAL
AA20	SUPERINTENDED	$69.20	$57.19	$126.39
AA30	PROJECT ENGINEER	$46.20	$38.18	$84.38
AA36	PROJECT SAFETY	$40.86	$33.77	$74.63
AA37	QUALITY CONTROL TECH	$32.25	$26.65	$58.90
AA39	CHIEF SURVEYOR	$56.90	$47.02	$103.92
AA41	JR SURVEYOR	$32.80	$27.11	$59.91
LB10	LAB FOREMAN GENERAL	$42.60	$35.20	$77.80
LB12	LAB BASIC 1 GENERAL	$22.30	$18.43	$40.73
LB16	LAB PIPELAYER	$25.00	$20.66	$45.66
OP102	OPERATOR BACKHOE	$30.80	$25.45	$56.25
OP103	OPERATOR DOZER	$27.00	$22.31	$49.31
OP104	OPERATOR LOADER	$25.60	$21.16	$46.76
OP105	OPERATOR GRADER	$30.00	$24.79	$54.79
OP111	OPERATOR PAVER	$22.00	$18.18	$40.18
OP112	OPERATOR ROLLER	$22.30	$18.43	$40.73
TM14	TEAMSTER TRUCK	$25.60	$21.16	$46.76

In agreement with FDOT Specification section 4-3.2.1. As an officer or director of Ferreira Construction I certify the above rates to be true and accurate. Please let this serve as timely certification as noted under section 4-3.2.1 for any future compensations i.e. additional work.

DANNY GARCIA, VICE PRESIDENT
Name and Title

Signature

3-16-25
Date

6101 NW 74TH AVE, MIAMI, FL 33166
Phone: (305) 805-6900 www.ferreiraconstruction.com Fax: (786) 558-1179

An Equal Opportunity Employer

Rental Rate Blue Book®, O&O Rates Report for EX2526 in FCC Master

November 12, 2024

Deere 245G LC
Crawler Mounted Hydraulic Excavators



Size Class:
24.5 - 28.4 mt
Weight:
N/A

Configuration for 245G LC

Horsepower	**159.0 hp**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $11,375.00	USD $3,185.00	USD $795.00	USD $120.00	USD $33.36	USD $97.99
Adjustments						
Region (100%)	-	-	-	-		
Model Year (1995: 83.6%)	(USD $1,865.38)	(USD $522.31)	(USD $130.37)	(USD $19.68)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $9,509.62**	**USD $2,662.69**	**USD $664.63**	**USD $100.32**	**USD $33.36**	**USD $87.39**

Non-Active Use Rates

	Hourly
Standby Rate	USD $31.71
Idling Rate	USD $65.06

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	31.51%	USD $3,583.99/mo
Overhaul (ownership)	41.31%	USD $4,698.53/mo
CFC (ownership)	16.96%	USD $1,929.07/mo
Indirect (ownership)	10.23%	USD $1,163.41/mo
Fuel (operating) @ USD 3.65	33.06%	USD $11.03/hr

Revised Date: 4th quarter 2024

www.equipmentwatch.com

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FERGUSON WATERWORKS

FEL-MIAMI WATERWORKS #1216
10810 S.W. 184TH ST.
MIAMI, FL 33157-6737

Phone: 786-573-7140
Fax: 305-969-0361

Deliver To:
From: **Harry Sosnoff**
harry.sosnoff@ferguson.com
Comments:

06:58:19 MAR 10 2025

FEL-POMPANO BEACH, FL WW #125
Price Quotation
Phone: 786-573-7140
Fax: 305-969-0361

Bid No: B586552
Bid Date: 03/10/25
Quoted By: HS

Cust Phone: 305-805-6900
Terms: NET 10TH PROX

Customer:
FERREIRA CONSTRUCTION CO IN
9455 NW 104 ST
TWIN LAKES
MEDLEY, FL 33178

Ship To:
FERREIRA CONSTRUCTION CO IN
9455 NW 104 ST
TWIN LAKES
MEDLEY, FL 33178

Cust PO#: 4473-2024-005

Job Name: TWIN LAKES

Item	Description	Quantity	Net Price	UM	Total
FS11111	CORED M/HOLE BRIC	1060	0.810	EA	858.60
TILPC	TYPE 1L PLND CMNT 94 LB BAG *X	10	16.750	EA	167.50
NCL4900	MOLDING PLASTER	5	35.340	EA	176.70

Net Total:	$1202.80
Tax:	$84.20
Freight:	$0.00
Total:	$1287.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=1216&on=74281

Sabbag, Anthony A.

From: Anthony.Sabbag@hdrinc.com
To: Soto, Luis
Subject: RE: Twin Lakes - 1044 Adams Dr., Sta. 25+80, Rt. - Raise S-50 7" to elevation 1.14

From: Soto, Luis <Luis.Soto1@wsp.com>
Sent: Wednesday, March 12, 2025 12:32 PM
To: London-Debra <London-Debra@MonroeCounty-FL.Gov>
Cc: Sabbag, Anthony A. <Anthony.Sabbag@hdrinc.com>
Subject: RE: Twin Lakes - 1044 Adams Dr., Sta. 25+80, Rt. - Raise S-50 7" to elevation 1.14

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Hi Debra, this is acceptable. This was discussed back in December with a similar resolution. please attached email.

Thanks

Luis Soto, PE
Sr. Vice President
Water Resources Engineering
239-896-5577

From: London-Debra <London-Debra@MonroeCounty-FL.Gov>
Sent: Wednesday, March 12, 2025 11:56 AM
To: Soto, Luis <Luis.Soto1@wsp.com>
Cc: Sabbag, Anthony A. <Anthony.Sabbag@hdrinc.com>
Subject: FW: Twin Lakes - 1044 Adams Dr., Sta. 25+80, Rt. - Raise S-50 7" to elevation 1.14

Hi Luis

I want to make sure you agree with this since Tony forgot to copy you.

From: Sabbag, Anthony A. <Anthony.Sabbag@hdrinc.com>
Sent: Wednesday, March 12, 2025 11:50 AM
To: Andres Perez <APerez@ferreiraconstruction.com>
Cc: Sergio Gonzalez <sgonzalez@pinnaclecei.com>; Alequin Rodriguez, Samuel <Samuel.AlequinRodriguez@hdrinc.com>; London-Debra <London-Debra@MonroeCounty-FL.Gov>; Joel Hitchman <JHitchman@ferreiraconstruction.com>
Subject: Twin Lakes - 1044 Adams Dr., Sta. 25+80, Rt. - Raise S-50 7" to elevation 1.14

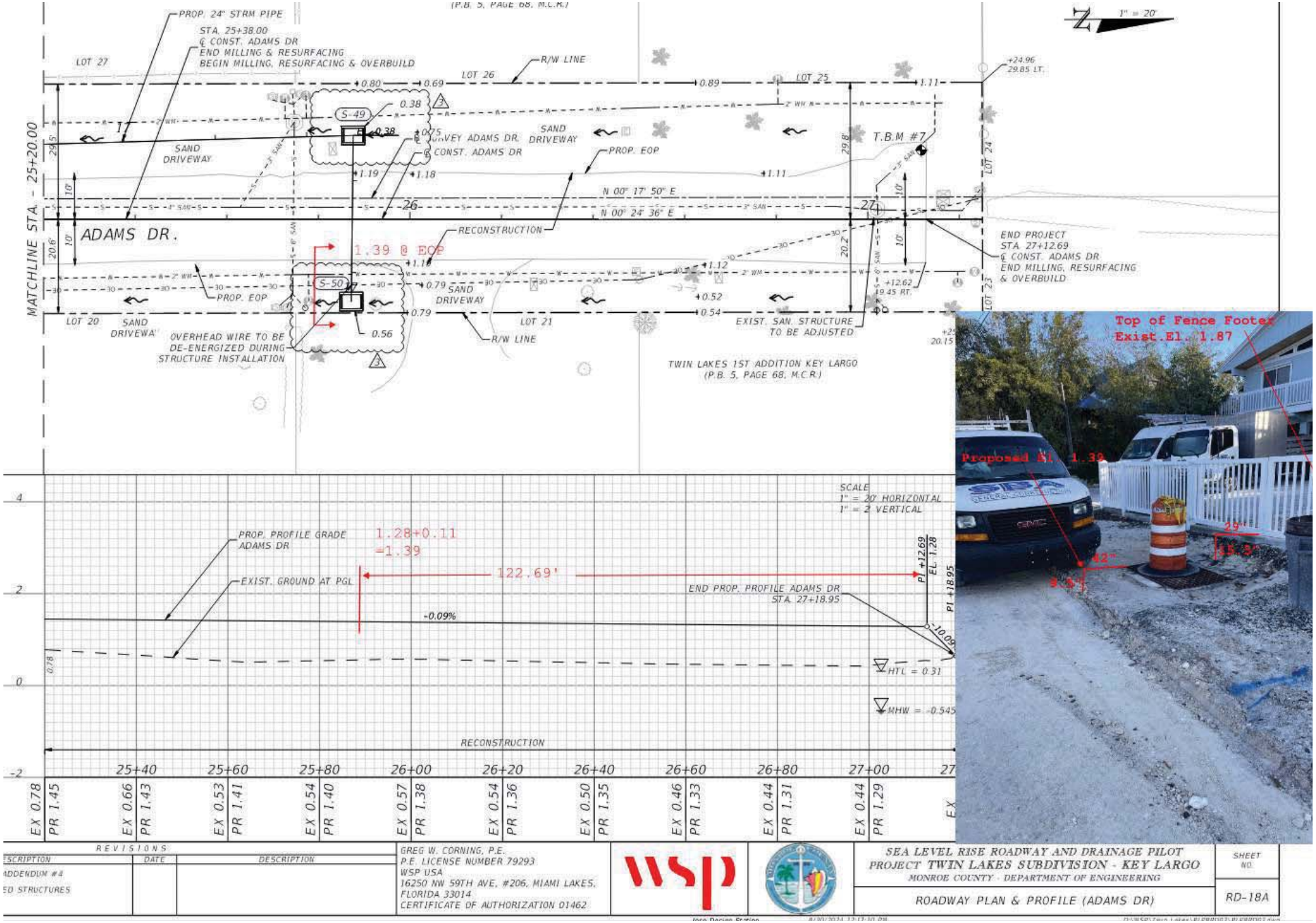
…

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Andres:

As previously discussed, the change requested to the installed structure S-50 is to raise it from elev. 0.56 a total of 7” to elev. 1.14. This would result in the top elevation being 3” lower than the edge of pavement per the calculation below.

Please confirm the above calculation when we perform the raising of the structure top.


PROP. 24" STRM PIPE
STA. 25+38.00
℄ CONST. ADAMS DR
END MILLING & RESURFACING
BEGIN MILLING, RESURFACING & OVERBUILD
LOT 27
LOT 26
R/W LINE
LOT 25
+24.96
29.85 LT.
1" = 20'
MATCHLINE STA. - 25+20.00
SAND DRIVEWAY
S-49
0.38
0.75
SURVEY ADAMS DR.
℄ CONST. ADAMS DR
SAND DRIVEWAY
PROP. EOP
T.B.M #7
1.19
1.18
1.11
N 00° 17' 50" E
N 00° 24' 36" E
26
27
ADAMS DR.
RECONSTRUCTION
1.39 @ EOP
1.18
1.12
S-50
0.79
SAND DRIVEWAY
0.52
0.54
END PROJECT
STA. 27+12.69
℄ CONST. ADAMS DR
END MILLING, RESURFACING
& OVERBUILD
+12.62
19.45 RT.
LOT 20
SAND DRIVEWA'
OVERHEAD WIRE TO BE DE-ENERGIZED DURING STRUCTURE INSTALLATION
0.56
R/W LINE
LOT 21
EXIST. SAN. STRUCTURE TO BE ADJUSTED
TWIN LAKES 1ST ADDITION KEY LARGO
(P.B. 5, PAGE 68, M.C.R.)
SCALE
1" = 20' HORIZONTAL
1" = 2' VERTICAL
PROP. PROFILE GRADE ADAMS DR
1.28+0.11
=1.39
122.69'
EXIST. GROUND AT PGL
-0.09%
END PROP. PROFILE ADAMS DR
STA. 27+18.95
PI +12.69
EL. 1.28
PI +18.95
-10.09%
MHW = 0.31
MHW = -0.545
RECONSTRUCTION
25+40
25+60
25+80
26+00
26+20
26+40
26+60
26+80
27+00
EX 0.78 PR 1.45
EX 0.66 PR 1.43
EX 0.53 PR 1.41
EX 0.54 PR 1.40
EX 0.57 PR 1.38
EX 0.54 PR 1.36
EX 0.50 PR 1.35
EX 0.46 PR 1.33
EX 0.44 PR 1.31
EX 0.44 PR 1.29
Top of Fence Footer
Exist.El. 1.87
Proposed El. 1.39
42"
29"
REVISIONS
DESCRIPTION
DATE
DESCRIPTION
ADDENDUM #4
ED STRUCTURES
GREG W. CORNING, P.E.
P.E. LICENSE NUMBER 79293
WSP USA
16250 NW 59TH AVE, #206, MIAMI LAKES,
FLORIDA 33014
CERTIFICATE OF AUTHORIZATION 01462
SEA LEVEL RISE ROADWAY AND DRAINAGE PILOT
PROJECT TWIN LAKES SUBDIVISION - KEY LARGO
MONROE COUNTY - DEPARTMENT OF ENGINEERING
ROADWAY PLAN & PROFILE (ADAMS DR)
SHEET NO.
RD-18A

766

3 - FKEC pass thru cost for FKEC under ground line outage at 1037 Adams Dr. to install proposed 24" pipe from S-48 to S-49 ($1,352.39)

FERREIRA

Extra Work Cost Breakdown

Owner's Project No:	FDEM B0200 - FDEP 22SRP57	Ferreira Job No.:	4473
Project Name:	Twin Lakes (Key Largo) Flood Mitigation	Prepared By:	Andres P.
RCO No.	RCO #03	Proposal Date:	11/1/2024
Description:	Fee from FKEC for the outage of some electrical lines that were not shown in the plans on Adams Dr.		

LABOR

No.	Description: Name (T&M Only)	Class.	WC Code	Net Burden %	Hourly Rate	Hours STD.	Hours OT.	Amount	Total
1						0.00	0.00	$0.00	$0.00
					Subtotal-Bare Labor:			$0.00	$0.00

MATERIALS

No.	Description	Quantity	Unit Price	UOM		Amount
1						$0.00
			Subtotal Materials:			$0.00
			Sales Tax %:	7.00%		$0.00
			Subtotal Materials:			$0.00

EQUIPMENT

No.	Description: Make / Model	Rates (Blue Book): Rental (Mo./176)	Rates (Blue Book): Oper. Cost/Hr.	Hours: Oper.	Hours: Standby	Amount
1				0.00	0.00	$0.00
				Subtotal Equipment:		$0.00

SUBCONTRACT

No.	Description	Quantity	UOM	Unit Price	Amount
1	**Florida Keys Electric Cooperative - Outage fee**	**1.00**	**LS**	**$1,287.99**	**$1,287.99**
			Subtotal Subcontract:		$1,287.99

CONTRACT UNIT ITEMS

No.	Item Description	Rate	Quantity	UOM		Amount
1						**$0.00**
2						**$0.00**
3						**$0.00**
4						$0.00
			Total Contract Items:			$0.00

INDIRECT COSTS, EXPENSES, AND PROFIT

(1) Mark-up (5%) on the payments in Labor, Materials, Equipment, Subcontractor, and contract items:

a) Total Labor	$0.00
b) Total Materials	$0.00
c) Total Equipment	$0.00
Subtotal Mark-Ups:	$0.00
(ii) Subcontractor markup	$64.40
(iii) Contract Items markup	$0.00
Total Mark-Up Amount:	**$64.40**

Extra Work Breakdown Summary:

LABOR + BURDEN	**$0.00**
MATERIALS	**$0.00**
EQUIPMENT	**$0.00**
SUBCONTRACT	**$1,287.99**
CONTRACT ITEMS	**$0.00**
MARK UP	**$64.40**
TOTAL AMOUNT	**$1,352.39**

Florida Keys Electric Cooperative Association, Inc.
PO Box 377
91630 Overseas Highway
Tavernier, FL 33070
305-852-2431
www.fkec.com

INVOICE: 9935425

Invoice Date: 10/30/2024
Terms: NET 15
Due Date: 11/14/2024
Amount Due: $ 1,287.99

FERREIRA CONSTRUCTION CO INC
6101 NW 74TH AVE
MIAMI FL 33166

Account: 102915
Description: MISC SALES

DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
CATALOG ITEM: 462 SCHEDULED OUTAGE LABOR FEE SCHEDULED OUTAGE LABOR FEE- @1037 ADAMS DR	1.000	EACH	1,287.9900	1,287.99	

MESSAGES

Subtotal:	$ 1,287.99
Tax:	$ 0.00
Total:	$ 1,287.99
Amount Paid:	$ 0.00
Amount Due:	$ 1,287.99

RETURN BOTTOM PORTION WITH PAYMENT

Florida Keys Electric Cooperative Association, Inc.
PO Box 377
91630 Overseas Highway
Tavernier, FL 33070
305-852-2431
www.fkec.com

Account:	102915
Invoice:	9935425
Due Date:	11/14/2024
Amount Due:	$ 1,287.99
Amount Of Payment:	_____

FERREIRA CONSTRUCTION CO INC
6101 NW 74TH AVE
MIAMI FL 33166

Remit To:

FLORIDA KEYS ELECTRIC CO-OP
PO BOX 377
TAVERNIER FL 33070-0377

From:	RFI# 13	To:
Ferreira Construction Co. Phone: 305-506-7028 Email: aperez@ferreiraconstruction.com		Monroe County Engineering 1100 Simonton Street Key West, Florida 33040 Phone: (305) 295-4329 Fax: (305) 295-4321
Project Name: TWIN LAKES (KEY LARGO) FLOOD MITIGATION		Receipt Logged:
Submitted By: Andres Perez	Date: 9/27/24	Dwg/Spec No./Revision/Detail/Sect. No. Drawing No. #RD-17A

Subject: Conflict with existing Electric boxes at Sta 24+95 on Adams Dr.

Problem & suggested solution:

During the excavation for the installation of the 24" drainage pipe by Sta 24+95 on Adams Dr., it was noticed that there is an existing electric box that is in conflict with the proposed drainage pipe.

The existing electric box is within the alignment of the proposed 24" drainage pipe. This existing electric box is not shown in the plans, and it is marked by the 811 locators as active.

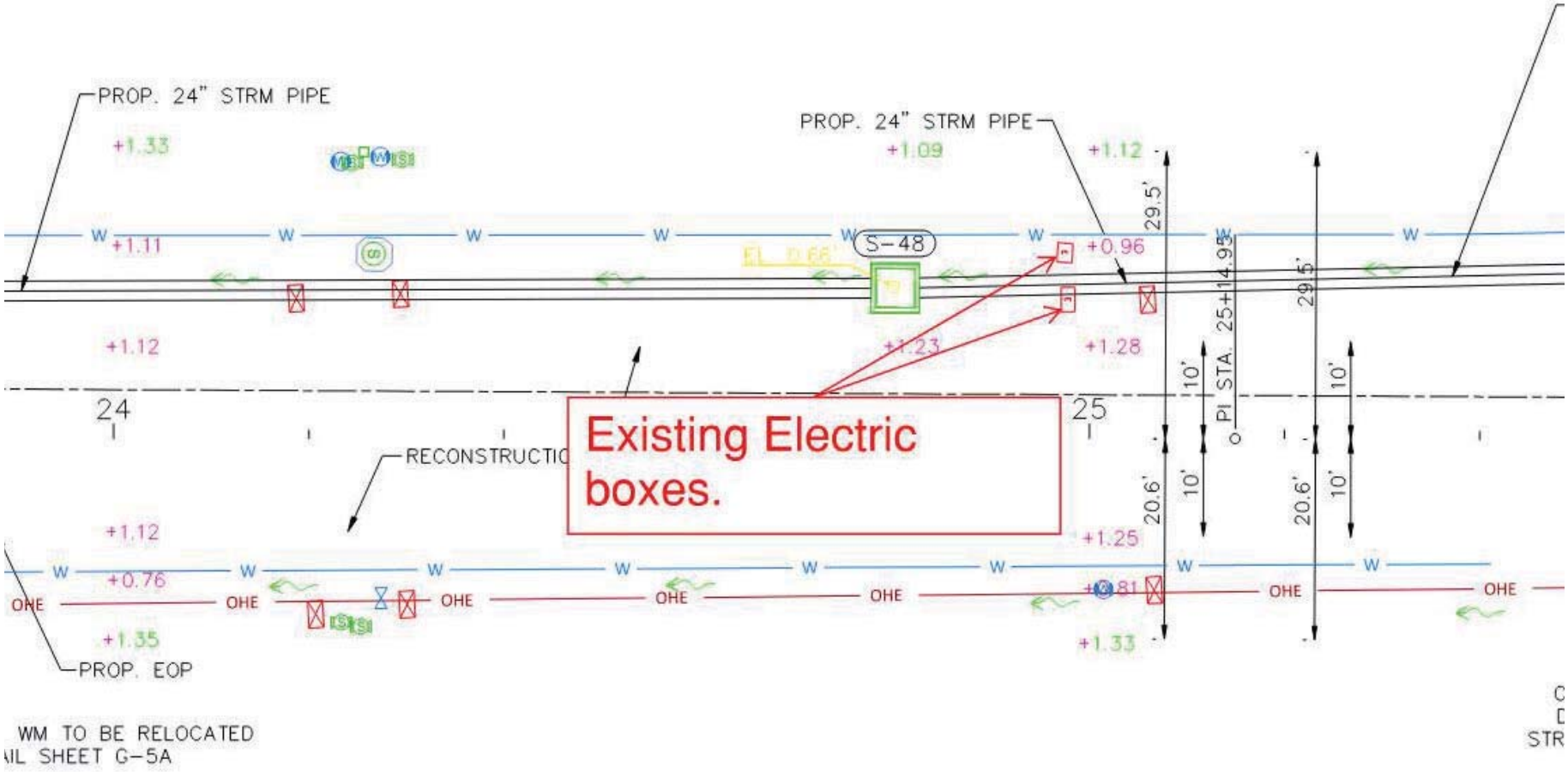
Please provide directions on how to proceed.

Engineering Dept. Review

Solution:

As per our field meetings and your coordination with FKEC, the underground electrical services can be de-energized and line/pull box supported so that the 24' drainage pipe can be installed.

END OF SECTION 01395


PROP. 24" STRM PIPE
PROP. 24" STRM PIPE
+1.33
+1.09
+1.12
+1.11
S-48
+0.96
29.5'
29.5'
PI STA. 25+14.93
+1.12
+1.23
+1.28
10'
10'
10'
10'
24
25
RECONSTRUCTIO
Existing Electric boxes.
20.6'
20.6'
+1.12
+1.25
+0.76
+0.81
OHE
OHE
OHE
OHE
OHE
OHE
OHE
+1.35
+1.33
PROP. EOP
WM TO BE RELOCATED
IL SHEET G-5A
STR

Sabbag, Anthony A.

From: Andres Perez <APerez@ferreiraconstruction.com>
Sent: Wednesday, October 30, 2024 9:21 AM
To: Joe Joyce; Josh Ellsworth; London-Debra; Mike Valles; Darrell Davis
Cc: Alequin Rodriguez, Samuel; Sabbag, Anthony A.; Sergio Lacayo; TAVFront Office
Subject: RE: [External]RE: [External]RE: [External]RE: [External]RE: [External]FW: [External]RE: [External]RE: [External]FW: FCC4473 Twin Lakes - RFI #13 Conflict with existing electric box and proposed drainage pipe at Sta 24+95 on Adams Dr / Adams Dr.
Attachments: Copy of Cost Estimate - 1037 Adams dr - after hours outage 10-24-24.xlsx

CAUTION: [EXTERNAL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Joe,

Please see attached signed estimate. Please provide the invoice so we can pay it. Per the county request, this is a past through invoice that will be paid by Ferreira and later reimbursed by the county.

Thanks,

Andres C Perez
Project Manager
M 305.506.7028 // **P** 305.805.6900 Ext. 690
6101 NW 74th Ave. Miami, FL 33166
FerreiraConstruction.com

FERREIRA
Building the Future with Pride

From: Joe Joyce <joe.joyce@fkec.com>
Sent: Thursday, October 24, 2024 7:34 AM
To: Josh Ellsworth <josh.ellsworth@fkec.com>; London-Debra <London-Debra@MonroeCounty-FL.Gov>; Mike Valles <mike.valles@fkec.com>; Darrell Davis <darrell.davis@fkec.com>
Cc: Alequin Rodriguez, Samuel <Samuel.AlequinRodriguez@hdrinc.com>; Sabbag, Anthony A. <Anthony.Sabbag@hdrinc.com>; Andres Perez

MONROE COUNTY/ENGINEERING/ PROJECT MANAGEMENT CONTRACT CHANGE ORDER

PROJECT TITLE:
Big Pine Community Park Amphitheater

CHANGE ORDER NO: 03
INITIATION DATE: 03/19/2025
CONTRACT DATE: 03/20/2024

TO CONTRACTOR:
Pedro Falcon Contractors, Inc.
31160 Avene C
Big Pine Key, FL 33040

The Contract is changed as follows:

The original (Contract Sum) (Guaranteed Maximum Price).....	$ 186,393.00
Net change by previously authorized Change Orders.....	$ 23,551.02
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change order was.....	$ 209,944.02
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order.....	$ 69,389.74
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order is.	$ 279,333.76
The Contract Time will be (increased) (decreased) (unchanged) by.....	170 days
The date of Substantial Completion as of the date of this Change Order is	08/11/2025

Detailed description of change order and justification:
This change order address two items. The original design called for a new stormwater swale to be installed, however the Parks and Beaches Department requested that the stormwater plan be revised to increase the existing swale instead of constructing a new one. The second item is the installation of four (4) Musco Sports LED Lighting fixtures as requested by the Parks and Beaches Department in order to better serve the public and future events at the amphitheater.
The contractor is requesting an additional 170 days be added to the contract time in order to complete this work. The previous substantial completion date was February 22, 2025.

Change order is 37.2% of original contract price.

Not valid until signed by Owner, Architect (if applicable), and Contractor

ARCHITECT:

N/A
N/A Date

CONTRACTOR:

03/19/2025
Pedro Falcon Contractors, Inc. Date

DEPARTMENT DIRECTOR:

Cary Vick Digitally signed by Cary Vick Date: 2025.03.24 11:54:43 -04'00'
Cary Vick Date
Project Management Director

COUNTY ADMINISTRATOR:

Christine Hurley Digitally signed by Christine Hurley Date: 2025.03.28 09:03:00 -04'00'
Christine Hurley Date

Change Order Attachment per Ordinance No. 005-2023

- Change Order was not included in the original contract specifications. Yes ☒ No ☐

  If Yes, explanation: *This change order includes additional work, materials, and labor for the relocation of the stormwater swale and installation of additional lighting fixtures.*

- Change Order was included in the original specifications. Yes ☐ No ☒

  If Yes, explanation of increase in price:

- Change Order exceeds $100,000 or 5% of contract price (whichever is greater). Yes ☐ No ☒

  If Yes, explanation as to why it is not subject for a calling for bids:

- Project architect approves the change order. Yes ☐ No ☒

  If no, explanation of why: *N/A – no architect on file*

- Change Order is correcting an error or omission in design document. Yes ☐No ☒

  Should a claim under the applicable professional liability policy be made? Yes ☐ No ☒

  Explain:

PEDRO FALCON CONTRACTORS, INC.
31160 Avenue C, Big Pine Key, FL 33043-4516
(305) 872- 2200 - Fax (305) 872-2219
EC 13003416 / CGC 1507617
www.pedrofalcon.com

Request for Change Order

Revised 18 March 2025

Project: Big Pine Community Park Amphitheater

PCO Number: 003R3

Description: Added Musco Lights and Relocate Swale

Subcontractors

Musco Lighting (less sales tax per Monroe County Calculations)	$40,240.67
Designer Change Swale	$500.00
Subcontractor Subtotal	**$40,740.67**

Pedro Falcon Contractors – Direct Work

Power to New lighting	$12,227.50
Repairs to Site	$7,113.31
Disposal	$892.00
Direct Supervision 16 @ $62.10	$993.60
SUBTOTAL	***$21,226.41***
Overhead @ 5%	***$1,061.32***
Profit @ 5%	***$1,061.32***
Management Fee	***$2,037.03***
Sales Tax Musco (per Monroe County Calculations)	$2,816.85
Sales Tax PFEC	~~$187.88~~ $349.13
Sales Tax Equipment Rental	$97.01
SUBTOTAL SALES TAX	**~~$3,201.74~~** $3,262.98

$ 69,389.74

SUBTOTAL TOTAL COST**.....~~$69,328.49~~**

Time Extension of One Hundred Seventy Calendar Days

Proposal Excludes any Design Other Than That Provided by Musco Lighting (i.e. no special light studies)

Proposal Excludes Permit Fees. Permit Fees to be paid directly by Owner or if paid by Contractor actual cost plus 5% Overhead and 5% Profit on actual permit fee cost in a subsequent change order.

$ 69,389.74

Total Request for Change Order Amount:**.....~~$69,328.49~~**

Respectfully Submitted,

Ken Bygler
Project Manager

CHANGE ORDER SPREADSHEET

Change Order #: 3
PCO #: 003
Date Submitted:03/18/2025

BASIS OF ESTIMATE:

1. No overhead on Builder's Risk Insurance - Overhead by definition includes insurance expenses (Sec 00750, 7.2.4)
2. If Sub performs work; GC Can only charge 5% for Management (Sec 00750, 7.2.4 #2)
3. If work is self -performed, only 5% overhead and 5% Profit allowed (Sec 00750, 7.2.4 #2)
4. When both increases/decreases; markups shall be calculated using net total. (Sec 00750, 7.2.4)
5. Direct Costs are considered overhead and are not entitled to percentage markups (Sec. 00750, 7.2.4)
6. No Sales Tax included in Markup Calculation (Sec. 00750, 7.2.4)
7. Sec 00750 7.4.2.4 "use of small tools" is included in overhead

ADDITIONAL WORK / *CALCULATED MARKUPS*

CONTRACTOR DIRECT WORK

ITEM DESCRIPTION	UOM	QTY	UNIT PRICE	SUBTOTAL(S)	Sales Tax	5% OVERHEAD*	5% PROFIT**	TOTALS
	LABOR	EQUIPMENT	MATERIALS					
Power to New Lighting	$9,222.50	$500.00	$2,505.00	$12,227.50	$187.88	$611.38	$611.38	$13,638.13
Repairs to Site	$3,269.91	$1,693.40	$2,150.00	$7,113.31	$258.26	$355.67	$355.67	$8,082.90
Disposal	$892.00			$892.00	$0.00	$44.60	$44.60	$981.20
Direct Supervision 16 @ $62.10	$993.60			$993.60		$49.68	$49.68	$1,092.96
Subtotal				**$21,226.41**	**$446.14**	$1,061.32	$1,061.32	**$23,795.19**

SUBCONTRACTED WORK

ITEM DESCRIPTION	UOM	QTY	UNIT PRICE	SUBTOTAL(S)	Sales Tax	5% MANAGEMENT***	TOTALS
Musco Lighting		1	$40,240.67	$40,240.67	$2,816.85	$2,012.03	$45,069.55
Designer Change Swale		1	$500.00	$500.00		$25.00	$525.00
Subtotal				**$40,740.67**	**$2,816.85**	$2,037.03	**$45,594.55**

Subtotal	$61,967.08			
Sales Tax		$3,262.98		
Overhead at 5%			$1,061.32	
Profit at 5%				$1,061.32
Management at 5%				$2,037.03

CHANGE ORDER GRAND TOTAL **$69,389.74**

Purchase Agreement

Date: February 10, 2025 | Project Name: Big Pine Key Park Phase 3 | Project #: 242195

1. SELLER NAME AND ADDRESS: Musco Sports Lighting, LLC ("Musco") 100 1st Avenue West – PO Box 808 Oskaloosa, IA 52577 Attn: Josie Sanger Email: josie.sanger@musco.com Telephone: 641-673-0411 800-825-6020 Ext 4103	**2. BUYER NAME AND ADDRESS:** Pedro Falcon Contractors, Inc. (the "Buyer") 31160 Ave C Big Pine Key, FL 33043 Attn: Ken Bygler Email: kenbygler@bellsouth.net Telephone: 305-872-2200
3. OWNER NAME AND ADDRESS: Monroe County 1100 Simonton St Key West, FL 33040 Attn: _____ Email: _____ Telephone: _____	**4. SHIPPING NAME AND ADDRESS:** Big Pine Key Community Park 31009 Atlantis Dr Big Pine Key, FL 33043 Attn: Chuck Floyd Email: ecsinc25@aol.com Telephone: 786-412-0752
5. WARRANTY CONTACT: Monroe County 1100 Simonton St Key West, FL 33040 Attn: _____ Email: _____ Telephone: _____	**6. FACILITY NAME AND ADDRESS:** Big Pine Key Community Park 31009 Atlantis Dr Big Pine Key, FL 33043

7. **EQUIPMENT DESCRIPTION** – Musco shall sell, transfer, and deliver to Buyer, and Buyer will purchase, accept, and pay for the following goods (the "Equipment") in accordance with the "Total Price" paragraph of this Agreement:

SportsCluster® Lighting System

- Poletop luminaire assemblies with:
- 4 – Total Light Control™ TLC-LED-900 factory-aimed and assembled luminaires
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects

8. **RESPONSIBILITIES OF THE BUYER AND/OR THIRD PARTY** – Buyer/Third Party agrees to:
Refer to responsibilities listed in the Installation Scope of Work in Exhibit A.

9. **MUSCO SERVICES** – Musco agrees to provide, itself or through its subcontractors, design, layout, testing and commissioning for the Equipment and the following (collectively, the "Services"):
Installation – refer to the Installation Scope of Work in Exhibit A.

10. **CONSTANT 10™ WARRANTY & MAINTENANCE PROGRAM (the "Warranty")** – Musco shall provide parts, labor and all services outlined in the Musco Constant 10 Agreement to maintain operation of lighting equipment for 10 years as follows:
    - **Warranty service begins:** On the date of product shipment
    - **Expiration date: 10 years from date of shipment**
    - **Monitoring, maintenance & control services**
    - **Light levels** – as specified in Musco design documents
    - **Spill light control** – as specified in Musco design documents
    - **Energy consumption:** as specified in Musco design documents

11. TOTAL PRICE – Buyer will pay for the above-described Equipment and, if applicable, Services. The Total Price of $43,057.52 includes sales tax and is payable as follows.

- $43,057.52 within 30 days from invoice date

A copy of the payment and performance bond (if applicable) is required prior to shipment.

Monthly progress invoicing and payments will apply.

Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Price includes delivery, unloading, and fixture installation to the address indicated in item #4 of this Agreement. Price does not include electrical installation.

Payments not paid when due are subject to a carrying charge for each month past due or will be pro-rated for the portion of the month there is an unpaid balance. Carrying charges shall accrue in the amount of one and one half percent (1½%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less.

Source of Funds: Buyer agrees that Buyer's payment to Musco is not contingent upon Buyer getting paid by the Owner/End User.

Buyer may not hold back or set off any amounts owed to Musco in satisfaction of any claims asserted by Buyer against Musco. No partial payment by Buyer shall constitute satisfaction of the entire outstanding balance of any invoice of Musco, notwithstanding any notation or statement accompanying that payment.

The Total Price was calculated utilizing parameters outlined in the project specifications. In the event soil conditions vary from those relied upon, or if the soil cannot be readily excavated, Buyer shall be responsible for Musco's additional associated costs, including but not limited to the cost of design, alternate foundations, additional materials, and labor.

12. TAXES – Buyer shall pay all applicable state and local sales taxes, use or any similar tax invoiced appropriately by Musco.

☒ Taxable ☐ Non-Taxable (Copy of resale or exemption certificate must be attached. Note: Just holding a sales tax permit does not, in and of itself, qualify for a non-taxable sale.)

13. PAYMENT/PERFORMANCE BONDING – Is there a bond on this project? ☐ Yes ☐ No

Principal Bond Holder:	
Bonding Company Name:	
Bonding Company Address:	
Bonding Company Address	
Phone Number:	
Bond Number:	

14. DELIVERY – Normal delivery to the shipping address indicated above is 10 to 12 weeks after submittal approval or release of order, if later. If the Equipment is shipped in multiple lots, Musco shall prepare a separate invoice for the price of the Equipment shipped at the time of each shipment. Buyer shall pay the amount of each such invoice upon the same terms as set out in the "Total Price" paragraph of this Agreement.

All deliveries shall be made by means of a common carrier or some other reasonable means chosen by Musco. All risk of loss to Equipment sold shall pass to Buyer upon Musco's substantial completion of the Services.

Delivery is subject to Buyer maintaining credit satisfactory to Musco. Musco may suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial prepayment or payment of any outstanding amounts owed adequate to Musco in its discretion, of Buyer's ability to pay. Failure to provide such assurances shall entitle Musco to cancel this contract without further liability or obligation to Buyer.

15. **NO RETAINAGE/WARRANTY** – Buyer acknowledges payment in full is required within the agreed terms. Warranty claims and back charges shall not be deducted from contract payments without prior approval of Musco's Warranty Department (877-347-3319). Musco's Equipment and its performance are sold subject to Musco's written warranty. The Warranty provided by Musco shall be in lieu of all other representations, warranties and conditions of any kind, in respect of the Equipment or the Services and Musco disclaims any other representation, warranty or condition whatsoever, whether written or oral, express or implied, statutory or otherwise, including, but not limited to, the implied warranties and conditions of merchantability and fitness for a particular purpose.

    Buyer acknowledges that any warranty and/or maintenance guarantee contained within payment/performance bonds issued on Musco's behalf pursuant to this Agreement and the corresponding liability on behalf of the issuing surety shall apply only to the first 12 months of any warranty and/or maintenance obligation of Musco specified in the written Warranty to be delivered to Buyer. The balance of any warranty and/or maintenance obligation greater than 12 months shall be the sole responsibility of Musco and shall not be guaranteed by a third party.

16. **EXCLUSION OF SPECIAL DAMAGES** – In no event shall Musco be liable for incidental, special or consequential damages, including without limitation lost revenues and profits, in respect of this Agreement or the Equipment and, if applicable, Services provided hereunder.

17. **LIMITATIONS PERIOD** – Unless otherwise specified in the Warranty to be delivered to Buyer, any action or proceeding against Musco arising out of or relating to the Equipment or Services will be forever barred unless commenced within the earlier of: (a) one (1) year after delivery of the Equipment or if applicable, completion of the Services; or (b) the period prescribed by the applicable statute of limitation or repose.

18. **SECURITY AGREEMENT** – In consideration of the promises contained herein, Buyer hereby grants and conveys to Musco, to secure payment and performance of all obligations in full, a purchase money security interest in the Equipment, including all repairs, replacements and accessions thereto and proceeds thereof (collectively referred to as the "Secured Property"). Buyer hereby irrevocably authorizes Musco at any time to register in any registration office in any province (including personal property registries and if applicable, land titles or real property registries) any initial financing statements, financing change statements, notices of security interest or other documents relating to this security interest or this transaction. Buyer further agrees to promptly furnish any information requested by Musco to effectuate the terms of this Agreement. Buyer further agrees to execute any document reasonably required by Musco to perfect the security interest granted herein and to assure the preservation, priority, and enforcement of such security interest. Buyer agrees that value has been given for this security interest and that the parties have not agreed to postpone the time for attachment of the security interest.

19. **DEFAULT** – Each of the following shall constitute a default ("Default") under this Agreement: a) failure to pay, in full, any payment when due hereunder; b) Buyer becomes the subject of a bankruptcy, receivership or insolvency proceeding; c) any warranty, representation or statement made or furnished to Musco by or on behalf of the Buyer proved to have been false in any material respect when made or furnished; d) loss, theft, damage, destruction or encumbrance to, or of, the Secured Property or the making of any levee, seizure or attachment thereof or thereon prior to payment in full; or e) the occurrence or non-occurrence of any event or events which causes Musco, in good faith, to deem itself insecure for any reason whatsoever.

20. **REMEDIES UPON DEFAULT** – In the event of Default, Musco may, at its option, and without notice or demand: a) declare the entire unpaid balance owing hereunder due and payable at once; b) proceed to recover judgment for the entire unpaid balance due; c) exercise all rights provided to Musco under this Agreement, any applicable personal property security act (or similar legislation), at law or in equity including but not limited to entering the Buyer's premises and taking possession of the Secured Property. All the remedies described herein are cumulative and may be exercised in any order by Musco. Buyer agrees to pay all costs (including reasonable attorney's fees and court costs) incurred by Musco in disposing of the Secured Property and collecting any amounts owing hereunder, and such costs shall be part of the obligations secured hereunder.

21. **FORCE MAJEURE** – Musco shall not be liable for delays or failure to perform in respect of the Equipment or the Services due, directly or indirectly, to (i) causes beyond Musco's reasonable control, or (ii) acts of God or nature, acts (including failure to act) of any governmental authority, wars (declared or undeclared), strikes or other labor disputes, fires, and natural calamities (such as floods, earthquakes, storms, epidemics).

22. **EEO COMPLIANCE – When applicable, Musco and Subcontractor shall comply with the EEO Clause in Section 202 of Executive Order 11246, as amended, which is incorporated herein by specific reference.**

    When applicable, Musco and Subcontractor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability and against qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.

23. **CONDITIONS OF AGREEMENT**

    a. **APPLICABLE LAW** – This Agreement shall be governed by the laws, including the Uniform Commercial Code, adopted in the State of Iowa as effective and in force on the date of this Agreement.

    b. **EXPENSES/REMEDIES** – Buyer shall pay to Musco the reasonable expenses, including court costs, legal and administrative expenses, and reasonable legal fees (on a solicitor and client basis), paid or incurred by Musco in endeavoring to collect amounts due from Buyer to Musco. It is further understood that if Buyer does not make a payment as due, Musco has the right to forward appropriate notices or claims on jobs with owners, bonding companies, general contractors, or the like, as deemed appropriate by Musco.

    c. **ENTIRE AGREEMENT** – This Agreement, the written Warranty to be delivered to Buyer, and any invoice issued by Musco pursuant to this Agreement constitute the entire agreement between the parties and supersede all prior statements of any kind made by the parties or their representatives. No representative or employee of Musco has any authority to bind Musco to any term, representation, or warranty other than those specifically included in this written Agreement or the written Warranty to be delivered to Buyer in connection with this Agreement. This Agreement may not be amended or supplemented except by written agreement executed by Musco and Buyer.

    d. **ACCEPTANCE** – This Agreement is subject to the approval of Musco's Credit Department and the written acceptance of this Order by Musco.

Pedro Falcon Contractors, Inc.	**MUSCO SPORTS LIGHTING, LLC**
Acceptance	Acceptance
this _____day of _____, 20___	this _____day of _____, 20___
_____	_____
Signature	*Signature*
Ken Bygler, Project Manager	_____
Name and Title	*Name and Title*

Please remember to return all pages of this agreement.

1999, 2023 Musco Sports Lighting, LLC • M-1010-enUS-46

EXHIBIT A.

Customer Responsibilities:

1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Subcontractor will not be responsible for repairs to unmarked utilities.
3. Ensure existing poles are structurally adequate to handle new fixture loading.
4. Ensure usability of existing underground wiring.
5. Pay all necessary permitting fees.

Musco Responsibilities:

1. Provide required fixtures, electrical enclosures, mounts, hardware and wire harnesses
2. Provide SportsCluster® poletop assembly for poles
3. Provide fixture layout and aiming diagram.
4. Provide Project Management as required.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Musco Subcontractor Responsibilities

General:

1. Contact local utilities for locating public utilities and confirm they have been clearly marked.
2. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Repair any such damage during construction.
3. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
4. Provide storage containers for material, (including electrical components enclosures), as needed.
5. Provide necessary waste disposal and daily cleanup.
6. Provide security to protect Musco products from theft, vandalism, or damage during the installation.
7. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
8. Jobsite to be returned to condition prior to installation.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.

Retrofit Musco Equipment to Existing Poles:

1. Provide labor, materials, and equipment to assemble and install Musco TLC for LED® equipment on existing poles and terminate grounding and power feed. Power feed may need to be reworked to adapt to the new Musco equipment.
2. Ensure grounding components meet minimum standards required by NEC and NFPA780.
3. Provide new ground rod and pole bonding conductor per NFPA Annex A.1.6.
4. Down conductor shall be converter to copper wire for any underground runs and bonded to ground rod(s).
5. Ensure all Musco components are bonded to both equipment and lightning grounds. No upward sweeps allowed for lightning down conductor or bonding jumper(s). See installation instructions for further information.
6. Test ground resistance with 3-point megger and confirm 25 ohms or less for each pole. Install additional ground rods or create grounding grid until resistance of 25 ohms or less is achieved.

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Electrical:

1. Provide materials and equipment to reuse existing electrical service panels as required.
2. Provide materials and equipment to reuse existing electrical wiring as permitted.
3. Provide as built drawings on completion of installation, **(if required).**

Control System:

1. Provide labor, equipment, and materials to terminate all necessary wiring at existing controls cabinet.
2. Check all zones to make sure they work in both auto and manual mode.
3. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.

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INVOICE

MAIL TO:
Nautilus Drafting and Design Services
Jonathan Tavarez
21460 Overseas hwy suite 3
Cudjoe Key, Fl 33042

Phone (305)906-1530

DATE: January 22, 2025
INVOICE # 1

FOR: BPK Amphitheater

BILL TO:
Pedro Falcon INC.

DESCRIPTION	HOURS	RATE	AMOUNT
Swale Revision			500.00

SUBTOTAL	$	500.00
TAX RATE		
SALES TAX		-
OTHER		
TOTAL	$	500.00

* Checks can be mailed to address listed above
* Zelle payment is acceptable (nautilusdrafting@gmail.com)
*Online payment is acceptable, additional 3% charge

Make all checks payable to **Nautilus Drafting and Design Services**
Payment is due within **14** days.
If payment is not received within 14 days additional **10%** will be added for every **7** days past due

THANK YOU FOR YOUR BUSINESS!

DATE

RECAPULATION
SHEET
FOR

PEDRO FALCON
ELECT. CONTRS. INC

SHEET NO. AND DESCRIPTION		Materials	Labor Hours	Material % of cost	Labor % of cost
LIGHTING	$	-	0.00	0.00%	0.00%
Branch Power	$	-	0.00	0.00%	0.00%
Switch Gear	$	2,155.00	115.00	95.57%	74.19%
GENERATOR	$	-	0.00	0.00%	0.00%
Fire Alarm	$	-	0	0.00%	0.00%
Security Systems	$	-	0.00	0.00%	0.00%
Comm./Data	$	-	0	0.00%	0.00%
CCTV	$	-	0	0.00%	0.00%
Lightning Protection	$	-	0.00	0.00%	0.00%
Public Address	$	-	0.00	0.00%	0.00%
Cathodic Protection	$	-	0.00	0.00%	0.00%
Misc.	$	100.00	40.00	4.43%	25.81%
TOTAL MATERIAL & MANHOURS	$	2,255.00	155.00	100.00%	100.00%
MISCELLANEOUS MATERIAL	$	250.00			
SUBTOTAL MATERIAL	$	2,505.00			
TAX ON MATERIAL (7-1/2%)	$	-			
TOTAL MATERIAL COST	$	2,505.00			

FOREMAN HOURS @ $ RATE	$	50.00	23.25	$	1,162.50
JOURNEYMAN HOURS @ $ RATE	$	35.00	155.00	$	5,425.00
LABOR HOURS @ $ RATE	$	8.00		$	-
TRAVEL / NON PRODUCTIVE / OVERTIME				$	-
DIRECT LABOR - TOTAL COST				$	6,587.50
PAYROLL TAXES & INS. - RATE		40%		$	2,635.00
PERMIT AND INSPECTION FEE				$	-
EQUIPMENT		0	$ -	$	250.00
FUEL (GALLONS @ RATE)		50	$ 5.00	$	250.00
TELEPHONE				$	-
FREIGHT EXPRESS AND CARTAGE				$	-
SPECIAL EQUIPMENT				$	-
DRAWINGS				$	-
SANITARY				$	-
				$	-
				$	-
EXPENSES,LODGING.MEALS				$	-
PROJECT TRAVEL (# OF TRIPS @ RATE)				$	-
TOOLS (% OF LABOR)		0%		$	-
TOTAL JOB EXPENSE				$	3,135.00
TOTAL PRIME COST (MATERIAL/LABOR/JOB EXP.)				$	12,227.50
OVERHEAD %		0%		$	-
				$	12,227.50

SUB-CONTRACTOR QUOTES			
FIRE ALARM			
LIGHTNING PROTECTION			
COMMUNICATIONS			
CATHODIC PROTECTION			
MISC. QUOTES			
MISC. QUOTES			

SUB-CONTRACTOR TOTAL			$ -
Tax	7.5%		$ -
SUB-CONTRACTOR GRAND TOTAL			$ -
Sub Contractor Mark up	0.00%		0.00
			0.00
TOTAL NET COST			$ 12,227.50
PROFIT %	0%		$ -
SUBTOTAL			$ 12,227.50
BOND			$ -
SELLING PRICE			$ 12,227.50

Square Footage Information		
SQ. FOOTAGE		SQ. FT.
SQ. FT COST	#DIV/0!	SQ. FT.

Schedule Dates:				Work Schedule:	
Start Date				Days / Wk.	5
Completion Date				Hrs. / Day	8
Total Duration for Construction	0	Wks. Mos.	0.0		
Total Work Days	#REF!	Days			
Average Hours / Week	40	Hours			
Total Direct Labor Hours	155	Hours			
Average Direct Labor Crew Size	0.0	Men			

Job Name										
Subcontractor or PFEC	DESCRIPTION	Unit	No.	Mat. Unit Cost	Mat. Cost	No. of Hours	Labor unit Cost	Labor Cost	Other Direct Costs	Subtotals by Division
General Conditions										
			0	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	$0.00
			0	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	$0.00
Subtotals by Division					**$0.00**	0.00		**$0.00**	**$0.00**	**$0.00**
Division 2 Site Work										
	Repairs to Site - Sod, Irrigation, Patching	LS	1	$2,150.00	$2,150.00	67.70	$35.00	$2,369.50	$0.00	$4,519.50
	Trencher Rental	Week	1	$0.00	$0.00	0.00	$0.00	$0.00	$1,200.00	$1,200.00
	Trencher Delivery & Fees		0	$0.00	$0.00	0.00	$0.00	$0.00	$493.40	$493.40
Subtotals by Division					**$2,150.00**	67.70		**$2,369.50**	**$1,693.40**	**$6,212.90**
Division 3 Concrete										
			0.00	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	$0.00
			0	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	$0.00
Subtotals by Division					**$0.00**	0.00		**$0.00**	**$0.00**	**$0.00**
Division 4 Masonry										
			0	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	$0.00
			0	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	$0.00
Subtotals by Division					**$0.00**	0.00		**$0.00**	**$0.00**	**$0.00**
Division 5 Metals										
			0	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	$0.00
			0	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	$0.00
Subtotals by Division					**$0.00**	0.00		**$0.00**	**$0.00**	**$0.00**
Division 6 Wood & Plastics										
			0	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	$0.00
			0	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	$0.00
Subtotals by Division					**$0.00**	0.00		**$0.00**	**$0.00**	**$0.00**
Division 7 Thermal & Moisture Protection										
			0	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	$0.00
			0	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	$0.00
Subtotals by Division					**$0.00**	0.00		**$0.00**	**$0.00**	**$0.00**
Division 8 Doors & Windows										
			0	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	$0.00
			0	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	$0.00
Subtotals by Division					**$0.00**	0.00		**$0.00**	**$0.00**	**$0.00**
Division 9 Finishes										
			0	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	$0.00
			0	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	$0.00
Subtotals by Division					**$0.00**	0.00		**$0.00**	**$0.00**	**$0.00**
Division 10 Specialties										
			0	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	$0.00
			0	$0.00	$0.00	0.00	$0.00	$0.00	$0.00	$0.00
Subtotals by Division					**$0.00**	0.00		**$0.00**	**$0.00**	**$0.00**

DESCRIPTION	MATERIAL	LABOR	Other Direct & Subcontractor Costs
General Conditions	$0.00	$0.00	$0.00
Division 2 Sitework	$2,150.00	$2,369.50	$1,693.40
Division 3 Concrete	$0.00	$0.00	$0.00
Division 4 Masonry	$0.00	$0.00	$0.00
Division 5 Metals	$0.00	$0.00	$0.00
Division 6 Wood & Plastics	$0.00	$0.00	$0.00
Division 7 Thermal & Moisture Protection	$0.00	$0.00	$0.00
Division 8 Doors & Windows	$0.00	$0.00	$0.00
Division 9 Finishes	$0.00	$0.00	$0.00
Division 10 Specialties	$0.00	$0.00	$0.00
Division 11	$0.00	$0.00	$0.00
Division 12	$0.00	$0.00	$0.00
Division 13 Special Construction	$0.00	$0.00	$0.00
Division 15 Mechanical	$0.00	$0.00	$0.00
Division 16 Electrical	$0.00	$0.00	$0.00
TOTAL MATERIAL	$2,150.00		
TAX ON MATERIALS **0.00%**	$0.00		
TOTAL MATERIAL	$2,150.00		
TOTAL DIRECT LABOR - SUBTOTAL COST		$2,369.50	
PAYROLL TAXES & INS. - RATE 38% **38%**		$900.41	
TOTAL LABOR		$3,269.91	
OTHER DIRECT/SUBCONTRACTOR - SUBTOTAL COST			$1,693.40
TAXES/INSURANCE/ADDITIONAL EXPENSES **0%**			$0.00
TOTAL OTHER DIRECT & SUBCONTRACTOR COSTS			$1,693.40
BASE BID SELLING PRICE			**$7,113.31**

SUNBELT RENTALS

What are you looking for?

Florida Keys Overseas Heritage Trail, Marathon, FL, USA
Delivery • 3/21—3/28

Edit

Cart

Rentals



35-49 HP Ride-On Trencher **$1,200**

− 1 + Remove

Order summary

Rental subtotal	**$1,200**
Purchases subtotal	-
Round-trip delivery	**$400**
Rental protection plan	-
Prepay Fuel Option	-
Environmental Service Fee	-
Other fees	**$93.40**
Estimated subtotal:	**$1,790.41**

Rental + Delivery/Fees: $1,693.40
Taxes: $ 97.01

MONROE COUNTY/ENGINEERING/ PROJECT MANAGEMENT CONTRACT CHANGE ORDER

PROJECT TITLE:
East Martello Hurricane Ian Repairs

CHANGE ORDER NO: 02
INITIATION DATE: 02/24/2025
CONTRACT DATE: 05/30/2024

TO CONTRACTOR:
Sea Tech of the Florida Keys
131 Palomino Horse Trail
Big Pine Key, FL 33043

The Contract is changed as follows:

The original (Contract Sum) (Guaranteed Maximum Price)……	$ 75,395.00
Net change by previously authorized Change Orders…….....	$ 0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change order was…….	$ 75,395.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order…….....	($ 24,320.00)
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order is.	$ 51,075.00
The Contract Time will be (increased) (decreased) (unchanged) by……..……	70 days
The date of Substantial Completion as of the date of this Change Order is ……..….	02/07/2025

Detailed description of change order and justification:
The original scope of work included repairs that were either not caused by Hurricane Ian or not identified in the FEMA damage description and therefore not eligible for reimbursement. This change order deducts these items from the scope of work and deducts the cost from the contract.
A time extension of 70 days to the contract time was also needed in order to complete the repairs to a historic light fixture. The previous substantial completion date was November 29, 2024.

Change order is -32.3% of original contract price.

Not valid until signed by Owner, Architect (if applicable), and Contractor

ARCHITECT:
David Salay 2/24/25
Bender & Associates Architects Date

CONTRACTOR:
Robin Szmansky Digitally signed by Robin Szmansky Date: 2025.02.25 15:36:32 -05'00'
Sea Tech of the Florida Keys, Inc. Date

DEPARTMENT DIRECTOR:
Cary Vick Digitally signed by Cary Vick Date: 2025.02.25 16:00:48 -05'00'
Cary Vick Date
Project Management Director

COUNTY ADMINISTRATOR:
Christine Hurley Digitally signed by Christine Hurley Date: 2025.03.06 13:29:33 -05'00'
Christine Hurley Date

Change Order Attachment per Ordinance No. 024-2015

- Change Order was not included in the original contract specifications. Yes ☒ No ☐

  If Yes, explanation: *Additional time needed to restore historic light fixture. Removal of some items from the scope of work that were not identified as part of the hurricane damage.*

- Change Order was included in the original specifications. Yes ☐ No ☒

  If Yes, explanation of increase in price:

- Change Order exceeds $50,000 or 5% of contract price (whichever is greater). Yes ☐ No ☒

  If Yes, explanation as to why it is not subject for a calling for bids:

- Project architect approves the change order. Yes ☒ No ☐

  If no, explanation of why:

- Change Order is correcting an error or omission in design document. Yes ☐No ☒

  Should a claim under the applicable professional liability policy be made? Yes ☐ No ☒

  Explain:

SeaTech inc.
OF THE FLORIDA KEYS
LICENSED BUILDING CONTRACTORS

February 18, 2025

Monroe County
Project Management Department
Office: (305)292-4426
Attn: Matt Howard, Project Manager

Re: East Martello Hurricane Ian Repairs

Subject: Change Order #02 – Remove Items from Contract

All material is guaranteed to be as specified and the above work to be performed in accordance with the manufacturer's specifications and completed in a substantial workmanlike manner for the sum of:

CONTRACTOR EXPENSES/DIRECT COSTS									
	ITEM DESCRIPTION	UOM	QTY	UNIT PRICE	SUBTOTAL(S)	5% O/H	5% P	5% MGMT	TOTALS
Sea Tech	Remove Clean Out Storm Drain								-$14,500.00
	Remove Repair Stair Landing/Guardrail								-$4,850.00
	Remove Patch/Paint Metal Gate								-$2,515.00
	Remove Repair Fixed Door Panel								-$2,455.00
	Subtotal								**-$24,320.00**

CHANGE ORDER GRAND TOTAL	$-24,320.00

-Twenty-four Thousand, Three Hundred Twenty and 00/100 Dollars……..…$-24,320.00

Progress Payments in full upon completion.

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workers' Compensation and General Liability insurance on the above work will be taken out by SEA TECH, INC. – This change will add 14 calendars days to the duration of the project. **Note - This proposal may be withdrawn by us if not accepted within 30 days.**

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Signature _____ **Date**_____

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: C17
2023-3899

BULK ITEM: Yes

DEPARTMENT: Project Management

TIME APPROXIMATE:
n/a

STAFF CONTACT: Cary Vick

AGENDA ITEM WORDING: Report on status of Sugarloaf Fire Station and Layton Fire Station projects.

ITEM BACKGROUND:
Sugarloaf Fire Station
The County entered into a Comprehensive Agreement with Fortress/Summit in July 2024 for construction of a new fire station on Sugarloaf Key. Fortress/Summit is responsible for all design, permitting, and construction and they have been actively working with the County Planning and Environmental Resources as well as the Building Department in pursuit of variances and permits for the project. Attached is a detailed report on the status of the design, permits, and other moving parts of the project. The current schedule milestones are:

- Permits (County building, SFWMD, FDOT, FDEP): July 2025
- Temporary fire station ready for move-in: August 2025
- Demolition of existing station: August - September 2025
- Construction of new station starting September 2025
- Completion of the new station (move-in) October 2026

Layton Fire Station
Monroe County has staffed and maintained the fire station in the City of Layton for many years. The fire station is aging and in need of replacement. The County is looking into pursuing federal funding through a grant program for the replacement. Attached is a detailed report on the status of the future of this project.

PREVIOUS RELEVANT BOCC ACTION:
N/A

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: N/A

DOCUMENTATION:

Sugarloaf FS Project Status Report_4.1.25.pdf
Layton FS Project Status Report_agenda item 4.1.25.pdf

FINANCIAL IMPACT:
N/A

County of Monroe
The Florida Keys

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

TO: BOCC

FROM: Cary Vick, Acting Director, Project Management

DATE: 04/01/2025

SUBJECT: Status Report for the New Sugarloaf Fire Station

In March 2022, Monroe County received an unsolicited proposal from Fortress Secured, LLC, in partnership with Summit Construction Management Group, to construct a new Sugarloaf Fire Station, on the site of the existing Fire Station, using a Public Private Partnership model. In conformance with Florida's statewide law authorizing public-private partnerships ("P3"), section 255.065, Florida Statutes), the County advertised for competing proposals and, receiving none, commenced negotiations with Fortress / Summit.

Originally, the proposal included a financing component that included building a commercial wireless network antenna through which the debt for construction of the fire station would be financed via a lease agreement. Eventually, the County decided to finance the construction of the fire station through its own means. A comprehensive agreement between the County and Fortress / Summit was negotiated and approved by the BOCC on 7/17/2024. Sufficient space would be provided for the future construction of a wireless network antenna, subject to a separate agreement between the County and the wireless provider.

Fortress / Summit, acting as the County's developer, is responsible for all design, permits, and construction, including providing a temporary fire station to allow for demolition of the old fire station and construction of the new station. Fortress / Summit has been meeting with the County Planning and Environmental team as well as with the Building Department in pursuit of possible variances and of course permits for the project. The following is a summary of the current project status as recently reported by Summit:

- **Building Plans and Building Permit**: plans have been finalized and are ready to be submitted to Monroe County for review and permitting.

- **Civil Plans**: The water management district had comments on the plan that substantially impacts the stormwater design. Essentially the new rules do not allow our Storm Tec underground stormwater facility to be used, due to new regulations. We have been in the process of switching to a different style of vaulted storm retention. Revised civil plans are due April 1, 2025.

- **Water Management District Permit**: Aside from the stormwater comments above, we have addressed several other comments from the district with native plants and groundcover. Applications will be submitted after acceptable civil plans are received, anticipated to occur in the first week of April.

- **FDOT Permit**: Because of the County's screening and landscaping requirements, and the limited available space of the site we have proposed to install some plantings inside the DOT ROW area along the frontage. FDOT has agreed to allow the plantings there, but we are changing some plant species to be in-line with FDOT near-road guidelines. We have also updated FDOT with the latest survey on the acquisition parcel documents. Applications will be submitted after acceptable civil plans are received, anticipated to occur in the first week of April 2025. **Note**: The County has completed all transfers of surplus rights-of-way (ROW) adjacent to the US-1 ROW in front of the fire station.

- **Variance Request**: The above-mentioned landscaping is a large component of the variance request, meeting the Monroe County landscape buffer requirements along the property's frontage. Now that we have a path with FDOT for an alternative to meeting those requirements by planting in the ROW, we have one additional variance item remaining- driveway spacing. Because Monroe County does not have official guidance on parking requirements for a fire station, we remain hopeful the County will accept our limited proposed parking and justification, based on the size constraints of the parcel and fire station

staffing, in lieu of a variance request. A revised variance application and supporting documents are being prepared and will be submitted to Monroe County for review and Planning Commission public hearing scheduling. This is also pending the completion of the civil plans.

- **Temporary Fire Station**: We have a tentative agreement from a nearby landowner to lease several cottages in the vicinity of the fire station site for the duration of the demolition and construction of the permanent facility. These cottage units are to be provided fully furnished. The units are near the fire station site and have plenty of parking for fire equipment. In summary, the rental cottages provide 3 separated units, totaling approximately 1,500 SF of living space including 3 kitchens, restrooms and up to 6 beds. We pivoted to the rental cottage solution because the due diligence on the parcel originally anticipated for the temporary fire station site was prohibitively low in elevation, requiring many feet of fill for a modular unit to be placed. **Note**: This change will accelerate the schedule by several months since it eliminates the permitting and building of a temporary fire station using modular units as originally planned.

- **Timing Summary**: We anticipate finalizing the design and permitting efforts in the next 120 days.
  Note: The following are the latest updates to the schedule milestones:

  - Permits (County building, SFWMD, FDOT, FDEP): July 2025
  - Temporary fire station ready for move-in: August 2025
  - Demolition of existing station: August - September 2025
  - Construction of new station starting September 2025
  - Completion of the new station (move-in) October 2026

County of Monroe
The Florida Keys

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

TO: BOCC

FROM: Cary Vick, Acting Director, Project Management

DATE: 04/01/2025

SUBJECT: Status Report for the New Layton Fire Station

Monroe County has staffed, equipped and maintained, the fire station in the City of Layton for several years. Via a separate project, the County is using an HMGP grant to provide a new backup power generator for the Layton fire station. There are six contiguous lots at this location, three owned by the City, containing the existing City Hall and the existing fire station and three lots owned by Monroe County, one of which is vacant. The fire station building, owned by the city, is aging and in need of replacement.

In January 2023 the County's developer for the Sugarloaf Fire Station, Fortress Secured was approached by the City of Layton to develop a conceptual site plan for the City Fire Station and City Hall. The attached exhibit presents a master plan for the proposed 2-story / 3 bay Layton Fire Station and a proposed 2-story City Hall. The concept was not pursued by the city at that time, due to the lack of funding.

The opportunity to pursue federal funding through a grant program offered by the US Department of Housing and Urban Development, Community Development Block Grant (HUD / CDBG) arose during discussions with Hale Innovation, a grant writing and management consultant that the County has used successfully for CDBG grants in the past. The specific grant category that looks promising is the CDBG Small Cities program.

After discussing this opportunity with Hale Innovations, the following is a summary of the opportunity and associated issues:

- This project can be a 100% funded project. With a fire station cost of around $10M, it would be a large request.
    - CDBG used to have a $750k limit, but that restriction has been removed.
    - Since the project will not likely succeed without the full $10M, it is recommended we go for the full request.
- The project is great fit. It appears there is enough data available to make sure the coverage area and Low – Moderate Income (LMI) benefit is 51% or higher. According to the Florida Commerce / HUD tables, the LMI for Layton specifically is 76%. Also, the Layton Fire Station serves a larger area than just the city, providing backup fire rescue services up and down the US-1 corridor from Marathon to Islamorada; expanding the service area brings the LMI to around 70%, still a strong application.
- The project itself will have to be phased. We can build the two projects (Fire Station and City Hall) simultaneously, but it'll have to be two separate projects and two separate procurements. Our approach here would require significant coordination the City of Layton.
- The rational for upgrading the Fire Station from 2-bays to 3-bays would require some justification.
- Hale Innovation will lead the grant application and has proposed $10,655 for this effort.
- There will be a NEPA compliance requirement as part of the grant. This would cost about $30,000 out of pocket, only if the grant is awarded.
- The DCP (Design Criteria Package) would probably be around $25,000 and is not required until after award.
- The CDBG Small Cities is limited competition. Not all jurisdictions are allowed to go after this money. There is approximately $40M in Small Cities funding available for Florida, so we would be asking for 25% of that. There is a chance they might reach out and ask if you'll take less money to do the project and partially fund it, then you'd have a decision to make.

Timeline / Requirements for the Grant Application:

- Application due May 02, 2025
- 2 Public Hearings / Meeting Minutes advertised for 5 days each prior to submitting application.
- Grant Writing Task Order to Hale Innovation
- Develop the DCP This would also be led by Hale Innovation
- Updated Concept Plan / Coordination with City of Layton (use agreement).

A1A (OVERSEAS HWY.)
Exist. Curb Cut
Exist. Curb Cut
Exist. Curb Cut
Exist. Pedestrian Sidewalk
±300'
GC
Exist. Cross Access
Proposed
2-Story / 3-Bay Fire Station
= 10,127 sq.ft.
21 Parking Spaces
36.00'
53.00'
31.99'
±125'
85.73'
Post Office
Ramp
Courtyard
Open
Space
±2,200 sq.ft.
54.04'
Kiosk
Stairs
Proposed
City Hall / Annex
2-Story
±4,510 sq.ft.
5.00'
38.33'
5' Sidewalk
5.01'
Golf Cart
Storage
±300'
5.00'
Ramp
9.00'
18.00'
Concept Site Plan
Scale 1" = 30'
(Printed 11x17)
General Notes
Property Area: ±0.86 AC
Proposed 2 Story / 2 Bay Fire Station: ±10,127 SF
Proposed 2-Story City Hall / Annexx: ±4,510 SF
Proposed Parking Spaces: 21 Spaces
CONCEPTUAL SITE PLAN PREPARED FROM PROPERTY APPRAISER DATA AND IS FOR CONCEPTUAL PURPOSES ONLY.
Proposed Layton Fire Station - City Annex
Layton, FL
Drawn For: Conceptual Site Plan
FORTRESS SECURED
1
SITE PLAN

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: C18
2023-3910

BULK ITEM: Yes

DEPARTMENT: Budget and Finance

TIME APPROXIMATE:
N/A

STAFF CONTACT: John Quinn

AGENDA ITEM WORDING: Approval of various resolutions for the transfer of funds and resolutions for the receipt of unanticipated revenue.

ITEM BACKGROUND:
SEE ATTACHED ITEMS

PREVIOUS RELEVANT BOCC ACTION:
SEE ATTACHED ITEMS

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

April Schedule.pdf
April Items 1-6.pdf

FINANCIAL IMPACT:

Schedule of Resolutions for the April 16th, 2025 Meeting of the Monroe County Board of County Commissioners

ITEM	DESCRIPTION OF RESOLUTION	ITEM BACKGROUND	PREVIOUS BOCC ACTION	AMOUNT
1	Approval of a resolution concerning the transfer of funds for Fund 116 fm 76065 to 76078 Website Fund 116	Transfer Budget	None	$ 419,000.00
2	Approval of a resolution concerning the receipt of unanticipated funds for Fund 125 6153025 Older Americans Act - IIIB	Increase Budget	None	$ 233,333.33
3	Approval of a resolution concerning the receipt of unanticipated funds for Fund 125 50527 Monroe County Long Range Transportation Plan FY 25/26	Increase Budget	None	$ 600,000.00
4	Approval of a resolution concerning the transfer of funds for Fund 001 fm 05000 to 04536 Value Adjustment Board	Transfer Budget	None	$ 5,000.00
5	Approval of a resolution concerning the receipt of unanticipated funds for Fund 125 22586 Twin Lakes LPDM Mitigation	Increase Budget	None	$ 59,818.00
6	Approval of a resolution concerning the transfer of funds for Fund 148 fm 85525 to 86509 Budgeted Transfers 148	Increase Budget	None	$ 150,000.00

Resolution No. _____ - 2025

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2025, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2025 as, hereinafter set forth to and from the following accounts:

Fund:	**#116 -TDC Admin & Promo 2 Cent**	
From:	**116-5790-76065-530310-SC_00036**	**Other Contractual Services**
Cost Center:	**#76065 - TDC Promotions & Advertising-116**	
Amount:	**$419,000.00**	
To:	**116-5590-76078-530430-SC_00041**	**Communications**
Cost Center:	**#76078 - Website Fund 116**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 16th day of April, AD 2025.

Mayor James K. Scholl _____
Mayor *Pro Tem* Michelle Lincoln _____
Commissioner Craig Cates _____
Commissioner David Rice _____
Commissioner Holly Merrill Raschein _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

OMB Schedule Item Number 2

Resolution No. _____ - 2025

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2025, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2025, be and the same is hereby increased by the amount hereinafter set forth:

Fund:	**#125 - Governmental Grants Fund**			**Contract:**	**#AA-2529**
Cost Center:	**#6153025 - Older Americans Act - IIIB**			**Amendment:**	**#002**
Function:	**5600**	**Function Name:**	**Human Services**	**Grant Period:**	**1/1/25-12/31-25**
Activity:	**5640**	**Activity Name:**	**Public Assistance**	**CFDA:**	**#93.044**
Offcl/Division:	**1016**	**Offcl/Division Name:**	**Community Services**		
Grant Manager:	**Kim Wilkes**				
Department:	**Social Services**				

Revenue:							
125	**6153025**	**331600**	**RC_00044**		**Federal Grants - Other Human Svcs**		**$210,000.00**
125	**6153025**	**381000**	**RT_00001**		**Trnsfr in fm General Fund 001**		**$23,333.33**
Total Revenue:							**$233,333.33**
Appropriations:							
125	**6153025**	**510000**	**SC_00016**		**Salaries & Wages**		**$200,000.00**
125	**6153025**	**510210**	**SC_00019**		**FICA**		**$16,666.67**
125	**6153025**	**510220**	**SC_00023**		**Retirement**		**$16,666.66**
Total Appropriations:							**$233,333.33**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 16th day of April, AD 2025.

Mayor James K. Scholl _____
Mayor Pro Tem Michelle Lincoln _____
Commissioner Craig Cates _____
Commissioner David Rice _____
Commissioner Holly Merrill Raschein _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2025

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2025, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2025, be and the same is hereby increased by the amount hereinafter set forth:

Fund:	**#125 - Governmental Grants Fund**				
Cost Center:	**#50527 - Monroe County Long Range Transportation Plan FY 25/26**				
Function:	**5400**	**Function Name:**	**Transportation**	**Financial Project:**	**#25228-3-14-01**
Activity:	**5490**	**Activity Name:**	**Other Transporation Svcs**	**CFDA:**	**#20.205**
Offcl/Division:	**1015**	**Offcl/Division Name:**	**Growth Management**	**RUEI:**	**#QKLSCT2LM7M9**
Grant Manager:	**Emily Schemper**			**Grant Period:**	**Executed - 6/30/27**
Department:	**Planning**				

Revenue:							
125	**50527**	**331400**	**RC_00041**	**-**	**Fed Grants Transportation**		**$525,000.00**
125	**50527**	**381000**	**RT_00011**	**-**	**F_148 to F_125**		**$75,000.00**
Total Revenue:							**$600,000.00**
Appropriations:							
125	**50527**	**530310**	**SC_00038**	**-**	**Professional Services**		**$600,000.00**
Total Appropriations:							**$600,000.00**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 16th day of April, AD 2025.

Mayor James K. Scholl _____
Mayor Pro Tem Michelle Lincoln _____
Commissioner Craig Cates _____
Commissioner David Rice _____
Commissioner Holly Merrill Raschein _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2025

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2025, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2025 as, hereinafter set forth to and from the following accounts:

Fund:	**#001 - General Fund**	
From:	**001-5120-05000-530490-SC_00071**	**Miscellaneous Expenses**
Cost Center:	**#05000 - County Administrator**	
Amount:	**$5,000.00**	
To:	**001-5110-04536-530310-SC_00038**	**Professional Services**
Cost Center:	**#04536 - Value Adjustment Board**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 16th day of April, AD 2025.

Mayor James K. Scholl _____
Mayor *Pro Tem* Michelle Lincoln _____
Commissioner Craig Cates _____
Commissioner David Rice _____
Commissioner Holly Merrill Raschein _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2025

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to increase items to account for unanticipated funds in the Monroe County Budget for the Fiscal Year 2025, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the following accounts of the Monroe County Budget for the Fiscal Year 2025, be and the same is hereby increased by the amount hereinafter set forth:

Fund:	**#125 - Governmental Fund Type Grants**			**Project #:**	**LPDM-PJ-04-FL-2022-001**
Cost Center:	**#22586 -Twin Lakes Legislative Pre-Disaster Mitigation**			**UEID/FEIN#**	**QKLSCT2LM7M9 / 59-6000749**
Function:	**5300**	**Function Name:**	**Physical Environment**	**Contract#**	**B0200**
Activity:	**5380**	**Activity Name:**	**Flood Control Stormwater**	**CFDA #:**	**97.047**
Offcl/Div:	**1021**	**Offcl/Division:**	**Engineering**	**FAIN#**	**EMA-2022-PD-0001**
Grant Mngr:	**Debra London**			**Agreem Period:**	**5/22/23 - 9/21/25**
Department:	**Engineering**				

Revenue:	
125 - 22586 - 381000 - RT_00017 - F_304 to F_125	**$59,818.00**
Total Revenue:	**$59,818.00**
Appropriations:	
125 - 22586 - 530310 - SC_00036 - Other Contractual Services	**$59,818.00**
Total Appropriations:	**$59,818.00**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 16th day of April, AD 2025.

Mayor James K. Scholl _____
Mayor *Pro Tem* Michelle Lincoln _____
Commissioner Craig Cates _____
Commissioner David Rice _____
Commissioner Holly Merrill Raschein _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Resolution No. _____ - 2025

A RESOLUTION CONCERNING THE TRANSFER OF FUNDS

WHEREAS, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2025, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2025 as, hereinafter set forth to and from the following accounts:

Fund:	**#148 - Planning, Building, Zoning**	
From:	**148 - 5130 - 85525 - 590990 - SC_00125**	**Reserves for Contingency**
Cost Center:	**#85525 - Reserves 148**	
Amount:	**$150,000.00**	
To:	**148 - 5810 - 86509 - 581000 - ST_00011**	**F_148 to F_125**
Cost Center:	**#86509 - Budgeted Transfers 148**	

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 16th day of April, AD 2025.

Mayor James K. Scholl _____
Mayor *Pro Tem* Michelle Lincoln _____
Commissioner Craig Cates _____
Commissioner David Rice _____
Commissioner Holly Merrill Raschein _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: C19
2023-3916

BULK ITEM: Yes

DEPARTMENT: Parks and Beaches

TIME APPROXIMATE:
N/A

STAFF CONTACT: Tammy Acevedo

AGENDA ITEM WORDING: A Month-to-Month renewal Agreement with School Board of Monroe County, ensuring continued quarterly payments of $8,000.00 for utilities and maintenance costs associated with the Recreational Field until a new Interlocal Agreement for a Joint-Use Park on the Sugarloaf School grounds is finalized.

ITEM BACKGROUND:
On April 20, 2005, the parties entered into a Joint Use Park Interlocal Agreement, which was later amended on November 17, 2009. Under this agreement, the County agreed to pay $8,000.00 quarterly to reimburse the School Board for utility and maintenance costs. The agreement is set to expire on April 19, 2025.

PREVIOUS RELEVANT BOCC ACTION:
On April 20, 2005 the BOCC entered into a Joint Use Park Interlocal Agreement, which was later amended on November 17, 2009. Under this agreement, the County agreed to pay $8,000.00 quarterly to reimburse the School Board for utility and maintenance costs. The agreement is set to expire on April 19, 2025.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
This is a continuation of the current Agreement, formalized as a Month-to-Month renewal with School Board. The County will maintain quarterly payments of $8,000.00 for utilities and maintenance costs associated with the Recreational Field until a new Interlocal Agreement for a Joint-Use Park on the Sugarloaf School grounds is finalized.

STAFF RECOMMENDATION: Approve

DOCUMENTATION:

04/20/2025 Parks and Beaches - Sugarloaf - Joint Use Park Month to Month renewal April 2025 clean.pdf

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FINANCIAL IMPACT:
Effective Date: 04/20/25
Expiration Date: Month-to-Month
Total Dollar Value of Contract: $8,000.00 Quarterly, Annually $32,000.00
Total Cost to County: $32,000.00
Current Year Portion: $16,000.00 Budgeted: Yes
Source of Funds: 20524
CPI: NO Indirect Costs: N/A Estimated Ongoing Costs Not Included in above dollar amounts: N/A
Revenue Producing: N/A Grant: N/A County Match: N/A Insurance Required: NO Additional Details:

MONTH TO MONTH RENEWAL AGREEMENT
JOINT USE PARK
INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of April 2025 by MONROE COUNTY (COUNTY), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL 33040, and the SCHOOL BOARD OF MONROE COUNTY (SCHOOL BOARD), as the contracting agent for the School District of Monroe County, a public agency of the State of Florida, whose address is 241 Trumbo Road, Key West, Fl. 33040.

WHEREAS, the parties previously entered into an interlocal agreement dated July 15, 1992, for the provision of enhanced recreational facilities on public school grounds; and

WHEREAS, the parties previously entered into an interlocal agreement dated October 28, 1999, as amended on February 21, 2001, wherein the County agreed to pay a total of $53,171 per annum for the maintenance of recreational facilities at Sugarloaf School and Key Largo Elementary School; and

WHEREAS, the parties are authorized by Section 163.01(4), Florida Statutes, to enter into an interlocal agreement to carry out their independent powers; and

WHEREAS, on the 20th day of April 2005 the parties previously entered into a Joint Use Park Interlocal Agreement, as amended on November 17, 2009, wherein the County agreed to pay a total of $8,000.00 quarterly to reimburse the School Board for the cost of utilities and maintenance; and

WHEREAS, the previous Joint Use Park Interlocal Agreement is set to expire on the 19th day of April 2025; and

WHEREAS, the parties desire to enter into a month-to-month renewal until a new Interlocal Agreement providing for a joint use park on the Sugarloaf School grounds has been finalized; now therefore,

IN CONSIDERATION OF the mutual promises and conditions contained herein, the parties agree as follows:

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

2. **TERM.**

A. The term of this agreement shall be on a month-to-month basis commencing on the 20th day of April 2025. Either party may terminate this agreement upon 30 days written notice.

Section 2. Except as set forth in Section 1 of this Month-to-Month Renewal Agreement, in all other respects, the terms and conditions of the original agreement, as amended, remain in full force and effect.

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

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By _____
As Deputy Clerk

WITNESS FOR SCHOOL BOARD:

1)_____
Witness signature

_____
Print Name of witness
Date_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Mayor/Chairperson

SCHOOL BOARD:

BY_____
Person Authorized to sign for
SCHOOL BOARD

_____
Print Name
Date_____

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: C20
2023-3542

BULK ITEM: Yes

DEPARTMENT: Facilities Maintenance

TIME APPROXIMATE:
N/A

STAFF CONTACT: Willie DeSantis

AGENDA ITEM WORDING: Approval of a Third Amendment to Agreement with Barnes Alarm Systems, Inc. for Fire and Panic Alarm and Security System Annual Certification, Maintenance, Repair, and Monitoring services to update the service locations to include Pigeon Key located at Pigeon Key Island, Old 7 Mile Bridge with a mailing address of 5800 Overseas Hwy. No 17 , Marathon FL. 33050 and Rockland Key Clerk of the Court Storage, 111 Overseas Highway, Units 101 and 203, Rockland Key, Key West, FL 33040, update certain Federal Provisions, renew the Agreement for the first of (3) three optional (1) one year renewals retro-active to December 13, 2024 with a 3% CPI-U increase. Contract paid from funds 001, 101, and 147.

ITEM BACKGROUND:
On **December 7, 2022**, the BOCC approved a Bid Award Agreement with Barnes Alarm Systems, Inc. for Fire and Panic Alarm and Security System Maintenance, Repair, Monitoring and Inspection services. The initial term of the Agreement is for two (2) years, which commenced on December 13, 2022, and terminated on December 12, 2024. The Agreement provides for an additional three (3) one-year renewal periods.

On **February 21, 2024,** the BOCC approved a First Amendment to update certain provisions, allow for the option to request from the Contractor only, a proposal/quote for Equipment Replacement and Installation in accordance with the current Monroe County BOCC Purchasing Policy, increase the payments by three percent (3%), and to increase the total annual compensation to $126,522.00.

On **May 15, 2024**, The BOCC approved a Second Amendment to add other service locations and update certain provisions to bring the Agreement current with County, State, or Federal contract provisions. The total annual compensation increased from $126,522.00 to $140,000.00 due to the additional locations.
This Third Amendment seeks approval to renew the agreement for the First of (3) three optional renewals, increase the contract amount by 3 %, update provisions and update locations to add Pigeon Key and the Rockland Key Clerk of the Court Storage locations.

PREVIOUS RELEVANT BOCC ACTION:

May 15, 2024 BOCC approved a Second Amendment to add other service locations and update certain provisions to bring the Agreement current with County, State, or Federal contract provisions. The total annual compensation will also increase from $126,522.00 to $140,000.00 due to the additional locations.
February 21, 2024 BOCC approved a First Amendment to Agreement to allow for the option to request from the Contractor only, a proposal/quote for Equipment Replacement and Installation in accordance with the current Monroe County BOCC Purchasing Policy, adjusted the Contract amount by 3%, updated service locations, updated certain provisions, and increased the total annual compensation to $126,522.00.
December 7, 2022 BOCC approved a Bid Award Agreement with Barnes Alarm Systems, Inc. for Fire and Panic Alarm and Security System Annual Certification, Maintenance, Repair, and Monitoring services.

INSURANCE REQUIRED:
Yes

CONTRACT/AGREEMENT CHANGES:
This Amendment seeks approval to extend the agreement for the first of (3) three optional one-year renewals, retro-active to December 13, 2024, increases the contract amount by 3%, updates service locations to include Pigeon Key and the Rockland Key Clerk of the Court Records Storage and updates certain provisions.

GPJ 4/1/25 - Risk approval subject to contractor provision of COI for Auto Liability @1M before contract signing. Risk to follow up with TL on 4/4/25

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

2025.04.16 3rd Amend. Barnes - extend 1 of 3- CPI - locations - legal lang. EXEpartial.pdf
!2024.05.15 2nd Amend BARNES update lcation, not to exceed. EXE.pdf
!2024.02.21 1st Amend BARNES CPI - option for equip replace - local fed provisions Exec.pdf
!2022.12.07 Agreement BARNES 2yr - 3 extensions. EXE.pdf
2025 04 COI Barnes Alarm System exp 2.17.26 signed.pdf
2025 04 COI Barnes Alarm System exo 3.1.26 signed.pdf
2025_04_COI_Barnes_Alarm AUT exp_2.27.26_signed.pdf

FINANCIAL IMPACT:

Effective Date: Retro-active to 12-13-2024

Expiration Date: 12-12-2025

Total Dollar Value of Contract: $140,000.00

Total Cost to County: $140,000.00

Current Year Portion: $110,833.33

Budgeted: yes

Source of Funds: Funds 001, 101, & 147

CPI: Yes

Indirect Costs: N/A

Estimated Ongoing Costs Not Included in above dollar amounts:

Revenue Producing: No If yes, amount:

Grant: N/A

County Match: N/A

Insurance Required: yes

Additional Details: Locations added are Pigeon Key and Rockland Clerk of the Court

THIRD AMENDMENT TO AGREEMENT

FOR

FIRE ALARM, PANIC ALARM, AND SECURITY SYSTEM ANNUAL CERTIFICATION, MAINTENANCE, REPAIR, AND MONITORING MONROE COUNTY, FLORIDA

This Third Amendment to the Agreement for Fire Alarm, Panic Alarm and Security System Annual Certification, Maintenance, Repair and Monitoring dated December 7, 2022 ("Original Agreement") is made and entered into this 16th day of April, 2025 between **MONROE COUNTY, FLORIDA** ("COUNTY"), a political subdivision of the State of Florida, which address is 1100 Simonton Street, Key West, Florida 33040, and **BARNES ALARM SYSTEMS, INCORPORATED,** a Florida Profit Corporation ("CONTRACTOR"), whose principal address is 5800 Overseas Highway, Suite 30, Marathon, Florida 33050, collectively ("the parties").

WITNESSETH

WHEREAS, on December 7, 2022, the COUNTY and CONTRACTOR entered into the Original Agreement; and

WHEREAS, on February 21, 2024, the Board of County Commissioners ("BOCC") approved a First Amendment to the Original Agreement to add and/or update provisions, allow for the option to request from the CONTRACTOR only, a proposal/quote for Equipment Replacement and Installation in accordance with the current Monroe County Purchasing Policy, to update locations currently serviced and to increase payment amounts by the annual CPI-U increase adjustment of three percent (3%) pursuant to the terms of the Original Agreement, with an effective date retroactive to December 12, 2023; and

WHEREAS, on May 15, 2024, the Board of County Commissioners ("BOCC") approved a Second Amendment to the Original Agreement to include additional locations being currently serviced, to update provisions to bring it current with certain County, State, or Federal required contract provisions and to amend Exhibit "C – Revised"; and

WHEREAS, the COUNTY desires to amend the Original Agreement, as amended, to update locations currently serviced to include Pigeon Key, located at Pigeon Key Island, Old 7 Mile Bridge with a mailing address of 5800 Overseas Highway, Suite 17 , Marathon, Florida, with an effective date of January 1, 2024 and the Rockland Key Clerk of the Court Storage Facility, located at 111 Overseas Highway, Units 101 and 203, Rockland Key, Florida when the system is online; and,

WHEREAS, the COUNTY desires to renew the Original Agreement for the first of three (3) optional one (1) year renewals; and

WHEREAS, the COUNTY desires to increase payment amounts by the annual CPI-U increase adjustment of three percent (3%) pursuant to the terms of the Original Agreement, with an effective date of December 12, 2024; and

WHEREAS, the parties desire to amend the Original Agreement to correct and/or update provisions to bring it current with certain County, State, or Federal required contract provisions; and

WHEREAS, the parties desire to amend Exhibit "A - Revised" of the Original Agreement as amended in the First and Second Amendments, which reflects the Scope of Work, to bring it current as to locations and other changes as reflected in this Third Amendment; and

WHEREAS, the parties desire to amend the Original Agreement as amended to update provisions to bring it current with certain County, State, or Federal required contract provisions and amend Exhibit "C – Revised"; and

WHEREAS, the parties have found the Original Agreement, as amended, to be mutually beneficial; and

WHEREAS, the parties find that it would be mutually beneficial to amend their Original Agreement, as amended, and enter into this Third Amendment to the Original Agreement.

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

1. The first sentence of Paragraph 2 (**SCOPE OF WORK,**) of the Original Agreement, Exhibit "A- Revised" of the First Amendment to the Original Agreement and Exhibit "A- 2nd Revised" of the Second Amendment to the Original Agreement are hereby amended to reflect that an **Exhibit "A – 3rd Revised"** is attached hereto and made a part hereof to replace the Exhibit "A" in the Original Agreement, Exhibit "A- Revised" of the First Amendment to the Original Agreement and Exhibit "A- 2nd Revised" of the Second Amendment to the Original Agreement. The attached Exhibit "A – 3rd Revised" reflects the Scope of Work with the new list of locations and other changes as reflected in this Third Amendment. The remaining provisions of Paragraph 2 (**SCOPE OF WORK**) of the Original Agreement, as amended, remain the same.

2. Paragraph 5 (**CONTRACT SUM AND PAYMENTS TO CONTRACTOR**,), Subparagraph C and Subparagraph D of the Original Agreement are amended to reflect new contract payment amounts pursuant to the annual CPI-U change with an effective date of December 12, 2024, to update locations, to delete the graphs shown on Pages six (6) through nine (9) of the Original Agreement, which set forth locations and the equipment and devices at each location, with said graph pages to be included only in Exhibit "A – 3rd Revised" attached hereto Paragraphs 5(C) and (D) of the Original Agreement are replaced with the following:

   C. The cost of labor used by the Contractor to fulfill the obligation of the Contract will be included in the following amounts of:

FIRE ALARM SYSTEMS AND LOCATIONS

FIRE SYSTEM: BUILDING	LOCATION	CONTROL PANEL	MODEL #	ANNUAL INSPECTION AMOUNT (including any possible overtime)	MONTHLY MONITOR AMOUNT
Key West Courthouse	500 Whitehead St., Key West	Simplex	4100	$ 1,074.88	$ 45.90
Judicial Workout Room (formerly Juvenile Detention)	502 Whitehead St., Key West	Notifier	SFP-2402	$ 300.55	$ 45.90
Sheriff Civil Division	500 Whitehead St., Key West	Faraday	Firewatch II	$ 300.55	$ 45.90
J. Lancelot Lester Building & Records Storage	530 Whitehead St., Key West	Notifier	AFP-200	$ 2,106.17	$ 45.90
Freeman Justice Center	310 Fleming Street, Key West	Notified AFP-200	AFP-200	$ 851.20	$ 45.90
Public Defender's New Office	316 Simonton Street	Notifier NFS-320	NFS-320	$1,074.88	$ 45.90
KW Tax Collector (Searstown)	3304 N. Roosevelt Blvd., Key West	Notifier	NFW50X	$ 472.64	$ 45.90
Supervisor of Elections/Bayshore Ofc	5200 College Road, Stock Island	Notifier	SFP-10UD	$ 558.67	$ 45.90
May Hill Russell Library	700 Fleming St., Key West	Notifier	SFP 400B	$ 386.59	$ 45.90
Gato Building	1100 Simonton Street, Key West	Simplex	4010	$ 730.73	$ 45.90
Gato Elevator	1100 Simonton Street, Key West	N/A	N/A	$00.00	$ 28.69
Harvey Government Center	1200 Truman Avenue, Key West	Notifier	NFS-320	$ 1,074.88	$ 45.90
Bernstein Park	6751 5th Street, Stock Island	Notifier	NFW2-100	$ 886.77	$ 45.90

FIRE SYSTEM: BUILDING	LOCATION	CONTROL PANEL	MODEL #	ANNUAL INSPECTION AMOUNT (including any possible overtime)	MONTHLY MONITOR AMOUNT
Rockland Key Fleet Department	111 Overseas Highway, Rockland Key	Notifier	NFS-320	$886.77	$ 45.90
Rockland Key Clerk of the Court Storage	111 Overseas Highway, Units 101 and 203 Rockland Key	Notifier	NFS-320	$2,044.83	$ 45.90
Big Pine Key Library	231 Key Deer Blvd., Big Pine Key	Notifier	SFP-2404	$ 472.64	$ 45.90
Big Pine Key Park	29001 Atlantic, Big Pine Key	EST	Quickstart 3	$ 730.73	$ 45.90
Big Pine Community Center/Building Dept.	174 Key Deer Blvd, Big Pine Key	Notifier NFW-50X	NFW-50X	$472.64	$ 45.90
Marathon Government Center	2798 Overseas Hwy., Marathon	Faraday	MPC-2000	$ 1,074.88	$ 45.90
Marathon Government Annex	490 63rd Street, Marathon	FireLite	MS-10UD	$ 558.67	$ 45.90
Monroe County New EOC	7280 Overseas Highway, Marathon	Notifier	N16E	$2,106.17	$ 45.90
Pigeon Key	Pigeon Key Island, Old 7 Mile Bridge with a mailing address 5800 Overseas Highway No. 17, Marathon	Notifier	NFW-100X	$787.95	$ 45.90
Marathon Detention Facility	3981 Ocean Terrace, Marathon	FireLite	Miniscan 4024	$ 558.67	$ 45.90
Marathon Sheriff's Hangar	Marathon Airport	Notifier	NFS-320	$ 558.67	$ 45.90
Marathon DMV/Tax Collector	3015 Overseas Hwy., Marathon	Notifier	NFW 50X	$ 472.64	$ 45.90
Marathon Courthouse	3117 Overseas Hwy., Marathon	Notifier	NFW2-100	$ 644.70	$ 45.90

FIRE SYSTEM: BUILDING	LOCATION	CONTROL PANEL	MODEL #	ANNUAL INSPECTION AMOUNT (including any possible overtime)	MONTHLY MONITOR AMOUNT
Marathon Library	3490 Overseas Hwy., Marathon	Notifier	NFS320	$ 558.67	$ 45.90
Marathon Library Elevator -Cellular	3490 Overseas Hwy., Marathon	N/A	N/A	$00.00	$ 45.90
Ruth Ivins Center, Health Dept.	3333 Overseas Hwy., Marathon	Notifier	SFP-5UD	$ 558.67	$ 45.90
Medical Examiner	56639 Overseas Hwy., Crawl Key	Simplex	4010	$ 644.7	$ 45.90
Joe London Crawl Key Fire Academy	56633 Overseas Hwy., Marathon	FireLite	MS-9050	$ 559.76	$ 45.90
Ellis Building	88800 Overseas Highway, Plantation Key	FireLite	MP-24	$ 730.74	$ 45.90
Plantation Key Courthouse (old location)	88820 Overseas Hwy., Plantation Key	FireLite	MP-24	$ 1,074.88	$ 45.90
Islamorada Library	81830 Overseas Hwy., Islamorada	FireLite	MS-4424b	$ 730.73	$ 45.90
Murray E. Nelson Governmental and Cultural Center	102050 Overseas Hwy., Key Largo	Siemens	FS-250	$ 1,417.66	$ 45.90
Roth Building	50 Highpoint Road, Tavernier	Edwards	EST-2	$ 1,074.88	$ 45.90
Jacobs Aquatic Center	320 Laguna Ave., Key Largo	Notifier	NFW-100X	$730.73	$ 45.90
Key Largo Library	101485 Overseas Hwy., Key Largo	FireLite	MS-5UD	$730.73	$ 45.90
MC Fire Station #8	5655 MacDonald Ave., Stock Island	Edwards	VS-1	$ 300.55	$ 45.90
MC Fire Station # 9	28 Emerald Drive, Big Coppitt	Notifier	SFP-5UD	$ 386.59	$ 45.90

FIRE SYSTEM: BUILDING	LOCATION	CONTROL PANEL	MODEL #	ANNUAL INSPECTION AMOUNT (including any possible overtime)	MONTHLY MONITOR AMOUNT
MC Fire Station # 11	22352 Overseas Hwy., Cudjoe Key	FireLite	EX200	$ 601.75	$ 45.90
MC Fire Station # 13	390 Key Deer Blvd., Big Pine Key	EST	Quickstart	$ 601.75	$ 45.90
MC Fire Station # 17	10 S. Conch Ave., Conch Key	Notifier	NFW2-100	$ 559.76	$ 45.90
MC Fire Station # 22	151 Marine Drive, Tavernier	Notifier	NFW2-100	$ 730.73	$ 45.90

Bi-Monthly (once every other month) Testing of Panic Alarms shall be performed on a time and material basis. Panic Alarm System Central Station Monthly Monitoring is as follows:

PANIC SYSTEM: BUILDING	LOCATION	MANUFACTURER MOI #	MONTHLY MONIT AMOUNT
Key West Drug Court	500 Whitehead St., Key West	CH Annex system	$ 28.69
Judicial Workout Room (middle) KW Courthouse	500 Whitehead St., Key West	CH Annex system	$ 28.69
J. Lancelot Lester Building & Records Storage	530 Whitehead St., Key West	CH Annex system	$ 28.69
Freeman Justice Center	302 Fleming Street, Key West	Navarro-Ademco Vista FSB Panel (digital)	$ 28.69
Freeman Justice Center Drug Court	302 Fleming Street, Key West	Honeywell 7845 GSMR (cellular)	$ 28.69
Public Defender's New Office	316 Simonton	Qolsys IQ-4 PowerGPan	$ 28.69
KW May Hill Library	700 Fleming St., Key West	Honeywell Lynx 5210	$ 28.69
Gato Building	1100 Simonton St., Key West	Ademco Honeywell	$ 28.69
Gato Building – 2nd floor	1100 Simonton St., Key West	Ademco Honeywell	$ 0.00

PANIC SYSTEM: BUILDING	LOCATION	MANUFACTURER MOI #	MONTHLY MONIT AMOUNT
Stock Island Building Dept.	5503 College Road, Stock Island	Lynx 5210	$ 28.69
Big Pine Commissioner District 2	243 Key Deer Blvd., Big Pine Key	Lynx 5210	$ 28.69
Big Pine Key Library	Big Pine Key Plaza, Big Pine Key	Honeywell Lynx 5210	$ 28.69
Big Pine Community Center/Building Dept.	174 Key Deer Blvd., Big Pine Key	Honeywell Proa7 plus	$ 28.69
Marathon Govt. Center	2798 Overseas Hwy., Marathon	Lynx 5210	$ 28.69
Marathon Annex 63rd St	490 63rd Street, Marathon	Lynx 5210	$ 28.69
Marathon Courthouse	3117 Overseas Hwy., Marathon	Lynx 5210	$ 28.69
Marathon Library	3490 Overseas Hwy., Marathon	Lynx 5210	$ 28.69
Marathon State Attorney Offic	2975 Overseas Hwy., Marathon	Vista 20P	$ 28.69
Medical Examiner	56639 Overseas Hwy., Craw Key	Simplex Grinnel 4010 FACP	$ 28.69
Ellis Building – Property Appraiser	88820 Overseas Hwy., Tavernier	Vista 20P	$ 28.69
PK Courthouse (new)	88770 Overseas Hwy., Tavernier	Pro Series A7Plus	$ 28.69
Islamorada Library	MM 81.5, Islamorada	Pro Series A7Plus	$ 28.69
Murray E. Nelson Govt. Center	102050 Overseas Hwy., Key Largo	Honeywell 60-578	$ 28.69
Key Largo Library	101485 Overseas Hwy., Key Largo	Honeywell Vista 20p	$ 28.69
Magnolia Building	300 Magnolia, Key Largo	Vista 20P	$ 28.69
Growth Management Ocean Reef	11601 CR 905, Key Largo	Pro Series A7Plus	$ 28.69

The tables provided represent the most current information from the County regarding its buildings and their systems and which may contain errors. By submitting a proposal, the Contractor agrees that they have verified the existing systems and condition.

The Total Annual (12 Months), Monthly Monitoring and Annual Inspections shall be furnished below in words and numbers. If there is an inconsistency between the two, the Proposal in words shall control.

Sixty-Five Thousand, Eight Hundred, Seventeen and 42/100 Dollars.

(Grand Total Annual (12 Months), Monthly Monitoring and Annual Inspections Proposal- words)

$ 65,817.42

(Grand Total Annual (12 Months), Monthly Monitoring and Annual Inspections Proposal – numbers)

The above annual total amount is comprised of the following:

Total Fire Alarm **Annual** Inspections $33,181.74

Total Fire Alarm **Monthly** Monitoring $2,002.39 X 12 = $24,028.68

Total Panic Alarm **Monthly** Monitoring $ 717.25 X 12 = $8,607.00

The Contractor shall also provide a price and brief description of services required to replace, register, and reprogram Communicators as necessary for the purpose of establishing monitoring by proposer which includes any necessary updates to the County's currently monitored systems.

For properties requiring upgraded communicators, billing will be done as follows: hourly rate times the time onsite and materials cost with 15% increase. 17 Properties, 1.5 hr. + $240.35 each.

The Total Proposal Price to replace, register, and reprogram Communicators to establish monitoring. The proposal shall be furnished below in words and numbers. If there is an inconsistency between the two, the Proposal in words shall control.

(Total Proposal Price to replace, register, and reprogram Communicators to establish monitoring - words):

Six Thousand, Three Hundred, Eighteen and 56/100 Dollars

(Total Proposal Price to replace, register, and reprogram Communicators to establish monitoring – numbers):

$6,318.56

Additional Services and Emergency Services, (ex. Post – hurricane cleanup, including all costs associated with equipment, debris removal, and dumping fees:

For invoicing purposes, the hours should be calculated in fifteen (15) minute increments. The Application for Payment form is attached as **Exhibit "B"** to the Original Agreement, as amended, and made a part thereof for submission with invoices.

Total **Hourly** Fees for **Repairs, Panic Testing, Additional Services, Security System Services and Emergency Services** - (including equipment costs & dumping fees):

a) Normal working hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays:

$____90.18__$ per hour, technician

$____137.92_$ per hour, technician plus helper

$____ 47.74_$ per hour, technician helper working alone or additional helper

b) Overtime rate for hours other than the normal working hours as stated above, including holidays:

$____135.26____$ per hour, technician

$____206.88_____$ per hour, technician plus helper

$_____71.61_____$per hour, technician helper working alone or additional helper

c) Parts Cost Plus:

Contractor shall be allowed **Fifteen** (**15%)** of mark up on manufacturer's invoice cost of parts and materials (excluding freight, equipment rental, tax amounts, and services supplied by others). The County shall pay the actual cost of parts and materials, excluding freight, equipment rental, tax amounts, and services supplied by others purchased from the manufacturer, plus fifteen percent (15%), to fulfill the obligations of the Contract. Freight, equipment rental, tax amounts, and services supplied by others shall be reimbursed for amounts charged. A manufacturer's invoice must accompany all requests for payment whether the part is under warranty or not. Freight invoices must accompany all orders that require shipping or transportation of parts, whether the part is under warranty or not.

There shall be no additional charges to the County for travel, mileage, meals, or lodging.

Contractor shall submit proposals for services costing $1,000.00 or more and itemized invoices in writing.

D. Total Compensation to Contractor under this Agreement shall not exceed **One Hundred Forty Thousand and 00/100 ($140,000.00) Dollars** annually, unless pre-approved work requiring additional funds is implemented. Additional services and emergency services shall be performed in accordance with the rates as set forth and described herein, but such work must be pre-approved.

6. In accordance with Paragraph 6 (**TERM OF AGREEMENT)** of the Original Agreement, the Contract amount may be adjusted annually in accordance with the percentage change in the U.S. Department of Commerce Consumer Price Index (CPI-U) or 3%, whichever is less, for all Urban Consumers as reported by the U.S. Bureau of Labor Statistics and shall be based upon the CPI-U computation or 3%, whichever is less, at December 31 of the previous year. The CPI-U on December 31, 2023, was three and four tenths' percent (**3.4%)**, and thus the parties desire to increase the payments by three percent (**3%**), which is the lesser amount, with an effective date of December 12, 2024.

7. Paragraph 44.1 of the Original Agreement (Davis-Bacon Act Wages Statement), Exhibit "C- Revised" of the First Amendment to the Original Agreement and Exhibit "C- 2nd Revised" of the Second Amendment to the Original Agreement are hereby amended only to reflect an updated Davis-Bacon Wage Determination Statement dated February 21, 2025, which is attached hereto as **Exhibit "C – 3rd Revised"** and made a part hereof. All other provisions of Paragraph 44.1 remain the same.

8. Except as set forth in Paragraphs 1 through 7 of this Third Amendment to the Original Agreement, in all other respects, all the terms and conditions of the Original Agreement, dated December 7, 2022, as amended, not inconsistent herewith, shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

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

(SEAL)

Attest: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS

OF MONROE COUNTY, FLORIDA

By: _____
Mayor

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
JOSEPH DINOVO
ASSISTANT COUNTY ATTORNEY
DATE: 3-21-2025

Witnesses for CONTRACTOR:

Deborah Globe
Signature

Deborah Globe 4/1/2025
Date Print Name

Jennifer Castro
Signature

4.1.25 Jennifer Castro
Date Print Name

CONTRACTOR: BARNES ALARM SYSTEMS, INCORPORATED

Signature of person authorized to legally bind CONTRACTOR

Date: 4/1/25
GREGORY BARNES, PRES.
Print Name and Title

Address: 5500 OVERSEAS HWY #30
MARATHON, FL 33050

Telephone Number
305.743.7334

EXHIBIT "A – 3rd REVISED"

SCOPE OF WORK

FIRE ALARM, PANIC ALARM, AND SECURITY SYSTEM
ANNUAL CERTIFICATION, MAINTENANCE, REPAIR, AND MONITORING
MONROE COUNTY, FLORIDA

Introduction:

The Contractor will provide all labor, supervision, engineering, equipment, parts, tools, transportation, services, accommodations, incidentals, and supplies for Fire Alarm, Panic Alarm, and Security System Annual Certification, Maintenance, Repair, and Monitoring for various buildings located in the Upper, Middle, and Lower Keys, Monroe County, Florida. Work shall be performed in accordance with the Contract Documents, and all documentation shall be provided pursuant to National Fire Protection Association (NFPA) Requirements most current adopted NFPA 25, and schedules as well as keeping the equipment in proper operating condition to protect against unpredictable repair expenditures as well as ensure reliability and efficiency. Note: No oral interpretations will be made by any Contractor/Proposer as to the meaning of referenced NFPA 25 documents.

The Contractor shall include all Fire Alarm maintenance and repairs, testing, annual inspections, and possible expansion of the systems, if required.

The Contractor shall include all Panic Alarm Systems maintenance and repairs, testing, and certification and possible expansion of the systems, if required.

Additional Security System services should include, but are not limited to, electronic door lock system installation and/or repair, horn/strobe installation and/or repair, or any other equipment necessary for safety-related issues, and Closed-Circuit Television (CCTV) service. Also, when requested by the County, the Contractor shall advise and recommend, in writing to the County, any needed improvements. Upon approval by the County, the Contractor shall invoice the County for such improvements at the fee schedule rates for labor and material markup as specified in the contract.

Listed below are all of the current buildings and devices covered under this contract, hereinafter identified as "**Lists of Equipment.**" More buildings and devices may be added at a later date.

Lists of Equipment

Fire System:

FIRE SYSTEM: BUILDING	LOCATION	CONTROL PANEL	MODEL #
Key West Courthouse	500 Whitehead St., Key West	Simplex	4100
Judicial Workout Room (formerly Juvenile Detention)	502 Whitehead St., Key West	Notifier	SFP-2402
Sheriff Civil Division	500 Whitehead St., Key West	Faraday	Firewatch II
J. Lancelot Lester Building & Records Storage	530 Whitehead St., Key West	Notifier	AFP-200
Freeman Justice Center	310 Fleming Street, Key West	Notifier AFP-200	AFP-200
Public Defender's New Office	316 Simonton Street	Notifier NFS-320	NFS-320
KW Tax Collector (Searstown)	3304 N. Roosevelt Blvd., Key West	Notifier	NFW50X
Supervisor of Elections/Bayshore Office	5200 College Road, Stock Island	FireLite	ES200X
May Hill Russell Library	700 Fleming St., Key West	Notifier	SFP 400B
Gato Building	1100 Simonton Street, Key West	Simplex	4010
Gato Elevator	1100 Simonton Street, Key West	N/A	N/A
Harvey Government Center	1200 Truman Avenue, Key West	Notifier	NFS-320
Bernstein Park	6751 5th Street, Stock Island	Notifier	NFW2-100
Rockland Key Fleet Department	111 Overseas Hwy., Rockland Key	Notifier	NFS-320
Rockland Clerk of the Court Storage	111 Overseas Hwy. Units 101 and 203, Rockland Key	Notifier	NFS-320
Big Pine Key Library	231 Key Deer Blvd., Big Pine Key	Notifier	SFP-2404
Big Pine Key Park	29001 Atlantic, Big Pine Key	EST	Quickstart 3
Big Pine Community Center/Building Dept.	174 Key Deer Blvd, Big Pine Key	Notifier	NFW-50X
Marathon Government Center	2798 Overseas Hwy., Marathon	Faraday	MPC-2000

FIRE SYSTEM: BUILDING	LOCATION	CONTROL PANEL	MODEL #
Monroe County New EOC	7280 Overseas Hwy, Marathon	Notifier	N16E
Pigeon Key	Pigeon Key Island, Old 7 Mile Bridge with a mailing address 5800 Overseas Highway No. 17, Marathon	Notifier	NFW-320
Marathon Government Annex	490 63rd Street, Marathon	FireLite	MS-10UD
Marathon Detention Facility	3981 Ocean Terrace, Marathon	FireLite	Miniscan 4024
Marathon Sheriff's Hangar	Marathon Airport	Notifier	NFS-320
Marathon DMV/Tax Collector	3015 Overseas Hwy., Marathon	Notifier	NFW 50X
Marathon Courthouse	3117 Overseas Hwy., Marathon	Notifier	NFW2-100
Marathon Library	3490 Overseas Hwy., Marathon	Notifier	NFS320
Marathon Library Elevator - Cellular	3490 Overseas Hwy., Marathon	N/A	N/A
Ruth Ivins Center, Health Dept.	3333 Overseas Hwy., Marathon	Notifier	SFP-5UD
Medical Examiner	56639 Overseas Hwy., Crawl Key	Simplex	4010
Joe London Crawl Key Fire Academy	56633 Overseas Hwy., Marathon	FireLite	MS-9050
Ellis Building	88800 Overseas Highway, Plantation Key	FireLite	MP-24
Plantation Key Courthouse (old location)	88820 Overseas Hwy., Plantation Key	FireLite	MP-24
Islamorada Library	MM 81.5, Islamorada	Notifier	NPW-100X
Murray E. Nelson Governmental and Cultural Center	102050 Overseas Highway, Key Largo	Notifier	N16e
Roth Building	50 Highpoint Road, Tavernier	Edwards	EST-2
Jacobs Aquatic Center	320 Laguna Ave., Key Largo	Notifier	NFW-100X
Key Largo Library	101485 Overseas Hwy., Key Largo	FireLite	MS-5UD

FIRE SYSTEM: BUILDING	LOCATION	CONTROL PANEL	MODEL #
MC Fire Station #8	5655 MacDonald Ave.,Stock Island	Edwards	VS-1
MC Fire Station # 9	28 Emerald Drive, Big Coppitt	Notifier	SFP-5UD
MC Fire Station # 11	22352 Overseas Hwy., Cudjoe Key	FireLite	EX200
MC Fire Station # 13	390 Key Deer Blvd., Big Pine Key	EST	Quickstart
MC Fire Station # 17	10 S. Conch Ave, Conch Key	Notifier	NFW2-100
MC Fire Station # 22	151 Marine Drive, Tavernier	Notifier	NFW2-100

List of Locations with Equipment and Devices

Building	Manual Stations	Smoke Detect	Duct Detect	Heat Detect	Notification Devices & Circuit	AHU/Fan Interlocks	Elevator Recall System	Elevator Warning Lights	Sprinkler Control Valves	Fire Pump Control	In-line Flow Switch	Door Release
Key West Courthouse	10	11	12	3	40	8	2	5	5	2	1	
Judicial Workout Room (formerly Juvenile Detention)	2	10			3							
Old Detention 2nd Fl. Breakroom - Combined into Judicial Workout System												
J. Lancelot Lester Building, & Records Storage	12	68	8	7	58	7	4		6	1	1	
Freeman Justice Center	21	53	6	22	102	6	18 + 3		7		4	3

Building	Manual Stations	Smoke Detect	Duct Detect	Heat Detect	Notification Devices & Circuit	AHU/Fan Interlocks	Elevator Recall System	Elevator Warning Lights	Sprinkler Control Valves	Fire Pump Control	In-line Flow Switch	Door Release
Public Defender's New Office	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Key West Tax Collector-Searstown	2	7		3	5				2			
Supervisor of Elections/Bayshore Manor	7	37		4	29	2			2		1	
May Hill Russell Library	8	30		4	12							
Gato Building	7	29	18	4	37	1	2					11
Harvey Government Center	8	17	5	3	39	5	5	2	5	3	3	
Bernstein Park	7	32	5		24				3		1	
Rockland Key Fleet Department	2	12		15	30	TBD	TBD	TBD	TBD	TBD	TBD	TBD

Building	Manual Stations	Smoke Detect	Duct Detect	Heat Detect	Notification Devices & Circuit	AHU/Fan Interlocks	Elevator Recall System	Elevator Warning Lights	Sprinkler Control Valves	Fire Pump Control	In-line Flow Switch	Door Release
Rockland Key Clerk of the Court	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Big Pine Key Library	4	18	1		8							
Big Pine Key Community Park	6	15		1	10		3					
Big Pine Community Center/Building Dept.	3	6			5							
Marathon Government Center	8	45	6		19	3						
Monroe County New EOC	11	22	4	9	75	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Marathon Government Ctr Annex	3	2	4	0	11	4			2		2	
Pigeon Key	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

Building	Manual Stations	Smoke Detect	Duct Detect	Heat Detect	Notification Devices & Circuit	AHU/Fan Interlocks	Elevator Recall System	Elevator Warning Lights	Sprinkler Control Valves	Fire Pump Control	In-line Flow Switch	Door Release
Marathon Detention Facility	1	41			4				6		1	
Marathon Sheriff's Hangar	6	16			10		3					
Marathon DMV/Tax Collector	3	12	1		13				1		1	
Marathon Courthouse	9	14		1	26	5						2
Marathon Library	10	12	4	1	35	3	3		3		1	
Ruth Ivins Center	5	8	2		7	2						
Medical Examiner	5	2	10		18	3						1
Joe London Crawl Key Fire Academy	4	10	1	2	11				3		1	
Ellis Building	7	14			6							

Building	Manual Stations	Smoke Detect	Duct Detect	Heat Detect	Notification Devices & Circuit	AHU/Fan Interlocks	Elevator Recall System	Elevator Warning Lights	Sprinkler Control Valves	Fire Pump Control	In-line Flow Switch	Door Release
Plantation Key Courthouse	8	2			8							
Islamorada Library	6	23			12							
Murray E Nelson	9	9	4	2	55	4	4		2		2	
Roth Building	15	49	6		68	6						
Jacobs Aquatic Center	5	10	2	2	14	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Key Largo Library	2	6	5	1	7	3						
MC Fire Station #8	6	20	2	2	37	3	3		2		1	
MC Fire Station # 9	2	6	1	7	4	1						
MC Fire Station # 11	5	14		2	19				1		1	
MC Fire Station # 13	5	22	2	6	27	2	4 +1		2		1	

Building	Manual Stations	Smoke Detect	Duct Detect	Heat Detect	Notification Devices & Circuit	AHU/Fan Interlocks	Elevator Recall System	Elevator Warning Lights	Sprinkler Control Valves	Fire Pump Control	In-line Flow Switch	Door Release
MC Fire Station #17	6	17	1	2	17	1			1		1	
MC Fire Station # 22	6	15	1	6	20	1						

Panic System:

Bi-Monthly (once every other month) Testing of Panic Alarms shall be performed on a time and material basis. Panic Alarm System Central Station Monthly Monitoring is as follows:

PANIC SYSTEM: **BUILDING**	**LOCATION**	**MANUFACTURER MODEL**
Key West Drug Court	500 Whitehead St., Key West	CH Annex system
Judicial Workout Room (middle) KW Courthouse	500 Whitehead St., Key West	CH Annex system
J. Lancelot Lester Building & Records Storage	530 Whitehead St. Key West	CH Annex system
Freeman Justice Center	302 Fleming Street, Key West	Navarro-Ademco Vista 1 FSB Panel (digital)
Freeman Justice Center Drug Court	302 Fleming Street, Key West	Honeywell 7845 GSMR (cellular)
Public Defender's New Office	316 Simonton Street, Key West	Qolsys IQ-4 PowerGPanic
KW May Hill Russell Library	700 Fleming St., Key West	Honeywell Lynx 5210
Gato Building	1100 Simonton St., Key West	Ademco Honeywell
Gato Building – 2nd floor	1100 Simonton St., Key West	Ademco Honeywell
Stock Island Building Dept.	5503 College Road, Stock Island	Lynx 5210
Big Pine Commissioner District 2	243 Key Deer Blvd., Big Pine Key	Lynx 5210
Big Pine Key Library	Big Pine Key Plaza, Big Pine Key	Lynx 5210
Big Pine Community Center/Building Dept.	174 Key Deer Blvd., Big Pine Key	Honeywell Proa7plus
Marathon Govt. Center	2798 Overseas Hwy., Marathon	Lynx 5210
Marathon Annex 63rd St	490 63rd Street, Marathon	Lynx 5210
Marathon Courthouse	3117 Overseas Hwy., Marathon	Lynx 5210
Marathon Library	3490 Overseas Hwy., Marathon	Lynx 5210
Marathon State Attorney's Office	2975 Overseas Hwy., Marathon	Vista 20P
Medical Examiner	56639 Overseas Hwy., Crawl Key	Simplex 4010

PANIC SYSTEM: BUILDING	LOCATION	MANUFACTURER MODEL
Ellis Building – Property Appraiser	88820 Overseas Hwy., Tavernier	Vista 20P
Plantation Key Courthouse (new)	88770 Overseas Hwy., Tavernier	Pro Series A7Plus
Islamorada Library	MM 81.5, Islamorada	Pro Series A7Plus
Murray E. Nelson Govt. Center	102050 Overseas Hwy., Key Largo	Honeywell 60-578
Key Largo Library	101485 Overseas Hwy., Key Largo	Honeywell Vista 20p
Magnolia Building	300 Magnolia, Key Largo	Vista 20P
Growth Management Ocean Reef	11601 CR 905, Key Largo	Pro Series A7Plus

Camera Locations and Quantity:

Bernstein Park, Stock Island – Qty: 16

Big Pine Key Commissioner District 2 Office, Big Pine Key– Video intercom system

Big Pine Key Community Park, Big Pine Key– Qty: 7

Marathon State Attorney– Qty: 14

Marathon Courthouse– Qty: 19

Marathon Library– Qty: 33

Marathon Medical Examiner– Qty: 16

Supervisor of Elections/Bayshore Manor, Stock Island – Qty: 3

Key West Library – Qty: 11

Freeman Justice Center, Key West – Qty: 29

Scope of Work:

The Scope of Work below includes, but is not limited to the inspections, maintenance, monitoring, service, and replacement of Fire Alarm Systems, Panic Alarm Systems, and other Security Systems, such as electronic door lock systems, horns/strobes, and CCTV systems.

Inspection

A visual inspection of every device in the above "Lists of Equipment" will be performed to ensure that no facility changes have occurred which could affect equipment or system performance based on the original design.

Testing

Every device and control function shown in the "Lists of Equipment" will be physically activated to ensure its functionality as designed and installed. Testing takes into consideration the AHJ (Authority Having Jurisdiction) requirements, local ambient conditions and the manufacturer's recommendations. Contractor will follow NFPA 72 recommended test methods and frequencies as a minimum guideline for system testing. System configuration is verified during inspections and compared to existing records. Complete documentation of testing and a report of any deficiencies will be presented for review before the technician leaves the facility. Audible testing will be conducted during off or non-operational hours and the schedule will be pre-approved by the County.

Smoke Detector Sensitivity

Smoke Detector Sensitivity Testing will be performed in accordance with NFPA 72 using the manufacturer's recommended test methods and a UL (Underwriters Laboratories) approved testing device. Contractor will provide the necessary documentation to satisfy the AHJ. The Contractor will provide an analysis of the report along with recommendations for detectors that require cleaning or replacement.

The Contractor shall furnish all labor, supervision, materials, power, tools, equipment, supplies and any other means of construction necessary or proper for performing and completing the Scope of Work, unless otherwise specifically stated.

The Contractor shall perform Monthly Fire and Panic Alarm Monitoring, Annual Fire Alarm Inspections and Bi-Monthly Panic Testing (once every two (2) months).

The Contractor shall respond within four (4) hours of notification of service, twenty-four (24) hours per day, seven (7) days per week. The Contractor shall provide a contact person to ensure twenty-four (24) hour service.

The Owner shall reimburse the Contractor for the manufacturer's invoice cost of all parts and materials (except freight, tax, services supplied by others, and equipment rental), plus fifteen percent (15%), that are used in repair of County owned and maintained fire and alarm systems.

The manufacturer's invoice must accompany all requests for payment. All parts and materials shall be of equal or greater quality as compared to the existing parts and materials in use. On all orders that require shipping or transportation of parts or materials whether the part is under warranty or not, freight invoices must accompany requests for payment.

The Contract amount may be adjusted annually in accordance with the percentage change in the U.S. Department of Commerce Consumer Price Index (CPI-U) or three percent (3%), whichever is less, for all Urban Consumers as reported by the U.S. Bureau of Labor Statistics and shall be based upon the CPI-U computation on December 31 of the previous year.

Specifications:

A. FIRE ALARM SYSTEM ANNUAL CERTIFICATION

1. The Contractor shall furnish fire alarm system annual certification and maintenance, (including Calibrated and/or Standard Smoke Detector Sensitivity Testing as required by the National Fire Protection Association); including all necessary labor, equipment, permits, licenses, insurances, travel costs, and all other costs associated.
2. Work shall be performed in accordance with, and all documentation shall be provided pursuant to, National Fire Protection Association Requirements.
3. Fire alarm annual certification, along with all noted deficiencies which may be identified during the course of certification, shall be provided to the Office of the Facilities Maintenance, Contract Monitor, 123 Overseas Hwy., Rockland Key, Key West, Florida 33040, within thirty (30) days prior to expiration of respective existing certifications.
4. All identified deficiencies which are detected and identified during the course of the certification process, shall be rendered and submitted, along with all documentation for corrective measures to include cost expenditures required to correct same. All noted deficiencies shall be corrected within thirty (30) days.

   NOTE: When performing annual inspections for some Monroe County facilities, primarily the Courthouses, it may be necessary to schedule inspections before or after normal hours on an overtime basis.

B. FIRE ALARM SYSTEM MONITORING

1. The Contractor shall furnish alarm system monitoring, including all necessary labor, equipment, permits, licenses, insurances, travel costs, and all other costs associated with same to include, but not limited to, the locations indicated on the "Lists of Equipment".
2. The Contractor is to provide Total Service Coverage. The Contractor shall have access to a supply of all parts and controls normally necessary for the emergency repairs of all County maintained alarm systems so that such emergency repair will be completed within forty-eight (48) hours of notification by the Owner.
3. Work shall be performed in accordance with, and all documentation shall be provided pursuant to National Fire Protection Association Requirements.

C. FIRE ALARM SYSTEM REPAIR AND MAINTENANCE

1. System Software Updates - Microprocessor based systems will have the software upgraded when required to maintain the listing requirements of the AHJ.
2. Corrective Maintenance - Necessary repairs for deficient or inoperable devices, such as those found during the course of system testing, inspection, or preventative maintenance, or have failed during operation, will be provided. Only original replacement components manufactured by the original equipment manufacturer or other compatible components are used in order to preserve Underwriters Laboratories (U.L.) Listings and meet NFPA requirements.

D. PANIC ALARM SYSTEM CERTIFICATION

1. The Contractor shall furnish the panic alarm system annual certification and maintenance, (as required by the National Fire Protection Association); including all necessary labor, equipment, permits, licenses, insurances, travel costs. and all other costs associated.
2. Work shall be performed in accordance with, and all documentation shall be provided pursuant to, National Fire Protection Association Requirements.
3. Alarm Certification, along with all noted deficiencies which may be identified during the course of certification, shall be provided to the Facilities Maintenance Department, 123 Overseas Highway, Rockland Key, Key West, Florida 33040, within thirty (30) days prior to expiration of respective existing certifications.
4. All identified deficiencies, which are detected and identified during the course of the certification process, shall be rendered and submitted, along with all documentation for corrective measures to include cost expenditures required to correct same. All noted deficiencies shall be corrected within thirty (30) days.

E. PANIC ALARM SYSTEM MONITORING

1. The Contractor shall furnish alarm system monitoring, including all necessary labor, equipment, permits, licenses, insurance, travel costs, and all other costs.
2. Work shall be performed in accordance with, and all documentation shall be provided pursuant to, National Fire Protection Association Requirements.
3. The Contractor shall also provide a price to replace, register, and reprogram Communicators as necessary for the purpose of establishing monitoring which includes any necessary updates to the County's currently monitored systems.

F. PANIC ALARM TESTING, REPAIR AND MAINTENANCE

1. The Contractor shall test all panic alarms Bi-monthly to ensure they are working properly. Testing shall include, but not be limited to, battery life, proper communication signal, and overall device function.

2. Work shall be performed in accordance with, and all documentation shall be provided pursuant to, National Fire Protection Association Requirements.
3. All identified deficiencies, which are detected and identified during the course of the testing process, shall be rendered and submitted, along with all documentation for corrective measures to include cost expenditures required to correct same. All noted deficiencies shall be corrected within thirty (30) days.

G. OTHER SECURITY SYSTEMS REPAIR AND MAINTENANCE

1. The Contractor shall furnish electronic door lock systems, horns/strobes, and CCTV systems, including all necessary labor, equipment, permits, licenses, insurances, travel costs, and all other costs.
2. Work shall be performed in accordance with, and all documentation shall be provided pursuant to, National Fire Protection Association Requirements.

H. All identified deficiencies which are detected shall be rendered and submitted, along with all documentation for corrective measures to include cost expenditures required to correct same. All noted deficiencies shall be corrected within 30 days.

EXHIBIT "C – 3rd REVISED"

DAVIS-BACON WAGE DETERMINATION STATEMENT

"General Decision Number: FL20250022 02/21/2025

Superseded General Decision Number: FL20240022

State: Florida

Construction Type: Building

County: Monroe County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	01/24/2025

2 02/21/2025

* ELEC0349-003 09/16/2024

	Rates	Fringes
ELECTRICIAN	$ 40.24	14.94

ENGI0487-023 07/01/2023

	Rates	Fringes
OPERATOR: Crane		
All Cranes 75 Tons and below	$ 37.07	14.90
All Cranes Over 300 Ton, Electric Tower, Luffing Boom Cranes	$ 40.40	14.90
Cranes 130-300 Ton	$ 39.38	14.90
Cranes 76 ton to 129 Ton	$ 37.57	14.90

IRON0272-004 10/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING	$ 28.84	15.72

PAIN0365-004 06/01/2021

	Rates	Fringes
PAINTER: Brush Only	$ 20.21	12.38

SFFL0821-001 01/01/2025

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 34.03	23.70

SHEE0032-003 08/12/2023

	Rates	Fringes
SHEETMETAL WORKER (HVAC Duct Installation)	$ 29.10	14.68

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* SUFL2009-059 05/22/2009

	Rates	Fringes
CARPENTER	$ 15.08 **	5.07
CEMENT MASON/CONCRETE FINISHER	$ 12.45 **	0.00
FENCE ERECTOR	$ 9.94 **	0.00
LABORER: Common or General	$ 8.62 **	0.00
LABORER: Pipelayer	$ 10.45 **	0.00
OPERATOR: Backhoe/Excavator	$ 16.98 **	0.00
OPERATOR: Paver (Asphalt,		

Aggregate, and Concrete).....$ 9.58 ** 0.00

OPERATOR: Pump.....$ 11.00 ** 0.00

PAINTER: Roller and Spray.....$ 11.21 ** 0.00

PLUMBER.....$ 12.27 ** 3.33

ROOFER: Built Up,
Composition, Hot Tar and
Single Ply.....$ 14.33 ** 0.00

SHEET METAL WORKER, Excludes
HVAC Duct Installation.....$ 14.41 ** 3.61

TRUCK DRIVER, Includes Dump
and 10 Yard Haul Away.....$ 8.00 ** 0.15

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular

rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and

prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

Kevin Madok, CPA

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

DATE: May 22, 2024

TO: William DeSantis, Director
Facilities Maintenance

Chrissy Collins
Executive Administrator

Alice Steryou
Contract Monitor

FROM: Liz Yongue, Deputy Clerk

SUBJECT: May 15, 2024 BOCC Meeting

The following item has been executed and added to the record:

C15 2nd Amendment to Agreement with Barnes Alarm Systems, Inc. for Fire and Panic Alarm and Security System Annual Certification, Maintenance, Repair, and Monitoring services to update the service locations and other provisions to bring it current with County, State, or Federal contract provisions and increase the total annual compensation to $140,000.00. Contract paid from funds 001, 101, and 147.

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

cc: County Attorney
Finance
File

SECOND AMENDMENT TO AGREEMENT

FOR

FIRE ALARM, PANIC ALARM, AND SECURITY SYSTEM ANNUAL CERTIFICATION, MAINTENANCE, REPAIR, AND MONITORING MONROE COUNTY, FLORIDA

This Second Amendment to Agreement is made and entered into this 15th day of May, 2024, between **MONROE COUNTY, FLORIDA** ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, and **BARNES ALARM SYSTEMS, INC.,** a *Florida* Profit *Corporation*, authorized to do business in the State of Florida, ("CONTRACTOR"), whose principal address is 3201 Flagler Ave., Suite 503, Key West, Florida 33040, but whose mailing address for purposes of this Agreement is 5800 Overseas Highway, No. 30, Marathon, Florida 33050.

WHEREAS, the parties hereto did on December 7, 2022, enter into an Agreement for Fire Alarm, Panic Alarm, and Security System Annual Certification, Maintenance, Repair and Monitoring ("Original Agreement"); and

WHEREAS, on February 21, 2024, the Board of County Commissioners ("BOCC") approved a First Amendment to amend the Original Agreement to add and/or update provisions, allow for the option to request from the Contractor only, a proposal/quote for Equipment Replacement and Installation in accordance with the current Monroe County Purchasing Policy, to update locations currently serviced, increase payment amounts by the annual CPI-U increase adjustment of three percent (3%) pursuant to the terms of the Original Agreement, with an effective date retroactive to December 12, 2023; and

WHEREAS, the County desires to amend the Original Agreement to include additional locations being currently serviced; and

WHEREAS, the County desires to increase the annual not to exceed amount; and

WHEREAS, the parties desire to amend Exhibit "A - Revised" of the Original Agreement as amended in the First Amendment, which reflects the Scope of Work, to bring it current as to locations and other changes as reflected in this Second Amendment; and

WHEREAS, the parties desire to amend the Original Agreement to update provisions to bring it current with certain County, State, or Federal required contract provisions and amend Exhibit "C – Revised"; and

WHEREAS, the parties have found the Original Agreement, as amended, to be mutually beneficial as amended; and

WHEREAS, the parties find that it would be mutually beneficial to amend its Original Agreement, as amended, and enter into this Second Amendment to Agreement;

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

1. The first sentence of Paragraph 2, **SCOPE OF WORK,** of the Original Agreement, is hereby amended to reflect that an **Exhibit "A – 2nd Revised"** is attached hereto and made a part hereof to replace the Exhibit "A - Revised" in the Original Agreement as modified in the First Amendment. The attached Exhibit "A – 2nd Revised" reflects the Scope of Work with the new list of locations, and other changes as reflected in this Second Amendment. The remaining provisions of Paragraph 2, Scope of Work, of the Original Agreement, remain the same.

2. Sub-paragraphs C. and D. of Paragraph 5, **CONTRACT SUM AND PAYMENTS TO CONTRACTOR**, of the Original Agreement, as amended, are amended to reflect new contract payment amounts, update locations, and increase the annual not-to-exceed compensation amount. Paragraphs 5 C. and D. of the Original Agreement are replaced with the following:

5. CONTRACT SUM AND PAYMENTS TO CONTRACTOR

C. The cost of labor used by the Contractor to fulfill the obligation of the Contract will be included in the following amounts of:

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WITH TABLES STARTING ON FOLLOWING PAGE]

FIRE ALARM SYSTEMS AND LOCATIONS

FIRE SYSTEM: BUILDING	LOCATION	CONTROL PANEL	MODEL #	ANNUAL INSPECTION AMOUNT (including any possible overtime)	MONTHLY MONITOR AMOUNT
Key West Courthouse	500 Whitehead St., Key West	Simplex	4100	$ 1,043.57	$ 44.56
Judicial Workout Room (formerly Juvenile Detention)	502 Whitehead St., Key West	Notifier	SFP-2402	$ 291.80	$ 44.56
Sheriff Civil Division	500 Whitehead St., Key West	Faraday	Firewatch II	$ 291.80	$ 44.56
J. Lancelot Lester Building & Records Storage	530 Whitehead St., Key West	Notifier	AFP-200	$ 2,044.83	$ 44.56
Freeman Justice Center	310 Fleming Street, Key West	Notified AFP-200	AFP-200	$ 826.41	$ 44.56
Public Defender's New Office	316 Simonton Street	Notifier NFS-320	NFS-320	$1,043.57	$44.56
KW Tax Collector (Searstown)	3304 N. Roosevelt Blvd., Key West	Notifier	NFW50X	$ 458.87	$ 44.56
Supervisor of Elections/Bayshore Ofc	5200 College Road, Stock Island	Notifier	SFP-10UD	$ 542.40	$ 44.56
May Hill Russell Library	700 Fleming St., Key West	Notifier	SFP 400B	$ 375.33	$ 44.56
Gato Building	1100 Simonton Street, Key West	Simplex	4010	$ 709.45	$ 44.56
Gato Elevator	1100 Simonton Street, Key West	N/A	N/A	$00.00	$ 27.85
Harvey Government Center	1200 Truman Avenue, Key West	Notifier	NFS-320	$ 1,043.57	$ 44.56
Bernstein Park	6751 5th Street, Stock Island	Notifier	NFW2-100	$ 860.94	$ 44.56

FIRE SYSTEM: BUILDING	LOCATION	CONTROL PANEL	MODEL #	ANNUAL INSPECTION AMOUNT (including any possible overtime)	MONTHLY MONITOR AMOUNT
Rockland Key Fleet Department	111 Overseas Highway, Rockland Key	Notifier	NFS-320	$860.94	$44.56
Big Pine Key Library	231 Key Deer Blvd., Big Pine Key	Notifier	SFP-2404	$ 458.87	$ 44.56
Big Pine Key Park	29001 Atlantic, Big Pine Key	EST	Quickstart 3	$ 709.45	$ 44.56
Big Pine Community Center/Building Dept.	174 Key Deer Blvd, Big Pine Key	Notifier NFW-50X	NFW-50X	$458.87	$44.56
Marathon Government Center	2798 Overseas Hwy., Marathon	Faraday	MPC-2000	$ 1,043.57	$ 44.56
Marathon Government Annex	490 63rd Street, Marathon	FireLite	MS-10UD	$ 542.40	$ 44.56
Monroe County New EOC	7280 Overseas Highway, Marathon	Notifier	N16E	$2,044.83	$44.56
Marathon Detention Facility	3981 Ocean Terrace, Marathon	FireLite	Miniscan 4024	$ 542.40	$ 44.56
Marathon Sheriff's Hangar	Marathon Airport	Notifier	NFS-320	$ 542.40	$ 44.56
Marathon DMV/Tax Collector	3015 Overseas Hwy., Marathon	Notifier	NFW 50X	$ 458.87	$ 44.56
Marathon Courthouse	3117 Overseas Hwy., Marathon	Notifier	NFW2-100	$ 625.92	$ 44.56
Marathon Library	3490 Overseas Hwy., Marathon	Notifier	NFS320	$ 542.40	$ 44.56
Marathon Library Elevator -Cellular	3490 Overseas Hwy., Marathon	N/A	N/A	$00.00	$44.56
Ruth Ivins Center, Health Dept.	3333 Overseas Hwy., Marathon	Notifier	SFP-5UD	$ 542.40	$ 44.56

FIRE SYSTEM: BUILDING	LOCATION	CONTROL PANEL	MODEL #	ANNUAL INSPECTION AMOUNT (including any possible overtime)	MONTHLY MONITOR AMOUNT
Medical Examiner	56639 Overseas Hwy., Crawl Key	Simplex	4010	$ 625.92	$ 44.56
Joe London Crawl Key Fire Academy	56633 Overseas Hwy., Marathon	FireLite	MS-9050	$ 543.46	$ 44.56
Ellis Building	88800 Overseas Highway, Plantation Key	FireLite	MP-24	$ 709.45	$ 44.56
Plantation Key Courthouse (old location)	88820 Overseas Hwy., Plantation Key	FireLite	MP-24	$ 1,043.57	$ 44.56
Islamorada Library	81830 Overseas Hwy., Islamorada	FireLite	MS-4424b	$ 709.45	$ 44.56
Murray E. Nelson Governmental and Cultural Center	102050 Overseas Hwy., Key Largo	Siemens	FS-250	$ 1,376.37	$ 44.56
Roth Building	50 Highpoint Road, Tavernier	Edwards	EST-2	$ 1,043.57	$ 44.56
Jacobs Aquatic Center	320 Laguna Ave., Key Largo	Notifier	NFW-100X	$709.45	$44.56
Key Largo Library	101485 Overseas Hwy., Key Largo	FireLite	MS-5UD	$709.45	$44.56
MC Fire Station #8	5655 MacDonald Ave., Stock Island	Edwards	VS-1	$ 291.80	$ 44.56
MC Fire Station # 9	28 Emerald Drive, Big Coppitt	Notifier	SFP-5UD	$ 375.33	$ 44.56
MC Fire Station # 11	22352 Overseas Hwy., Cudjoe Key	FireLite	EX200	$ 584.22	$ 44.56
MC Fire Station # 13	390 Key Deer Blvd., Big Pine Key	EST	Quickstart	$ 584.22	$ 44.56

FIRE SYSTEM: BUILDING	LOCATION	CONTROL PANEL	MODEL #	ANNUAL INSPECTION AMOUNT (including any possible overtime)	MONTHLY MONITOR AMOUNT
MC Fire Station # 17	10 S. Conch Ave., Conch Key	Notifier	NFW2-100	$ 543.46	$ 44.56
MC Fire Station # 22	151 Marine Drive, Tavernier	Notifier	NFW2-100	$ 709.45	$ 44.56

Bi-Monthly (once every other month) Testing of Panic Alarms shall be performed on a time and material basis. Panic Alarm System Central Station Monthly Monitoring is as follows:

PANIC SYSTEM: BUILDING	LOCATION	MANUFACTURER MODEL #	MONTHLY MONITOR AMOUNT
Key West Drug Court	500 Whitehead St., Key West	CH Annex system	$ 27.85
Judicial Workout Room (middle) KW Courthouse	500 Whitehead St., Key West	CH Annex system	$ 27.85
J. Lancelot Lester Building & Records Storage	530 Whitehead St., Key West	CH Annex system	$ 27.85
Freeman Justice Center	302 Fleming Street, Key West	Navarro-Ademco V 128 FSB Panel (digi	$ 27.85
Freeman Justice Center Drug Court	302 Fleming Street, Key West	Honeywell 7845 GS (cellular)	$ 27.85
Public Defender's New Office	316 Simonton St., Key West	Qolsys IQ-4 PowerGPanic	$ 27.85
KW May Hill Library	700 Fleming St., Key West	Honeywell Lynx 521	$27.85
Gato Building	1100 Simonton St., Key West	Ademco Honeywell	$ 27.85
Gato Building – 2nd floor	1100 Simonton St., Key West	Ademco Honeywell	$ 0.00
Stock Island Building Dept.	5503 College Road, Stock Island	Lynx 5210	$27.85

PANIC SYSTEM: **BUILDING**	**LOCATION**	**MANUFACTURER MODEL #**	**MONTHLY MONITOR AMOUNT**
Big Pine Commissioner District 2	243 Key Deer Blvd., Big Pine Key	Lynx 5210	$27.85
Big Pine Key Library	Big Pine Key Plaza, Big Pine Key	Honeywell Lynx 5210	$ 27.85
Big Pine Community Center/Building Dept.	174 Key Deer Blvd., Big Pine Key	Honeywell Proa7 plus	$27.85
Marathon Govt. Center	2798 Overseas Hwy., Marathon	Lynx 5210	$ 27.85
Marathon Annex 63rd St	490 63rd Street, Marathon	Lynx 5210	$ 27.85
Marathon Courthouse	3117 Overseas Hwy., Marathon	Lynx 5210	$ 27.85
Marathon Library	3490 Overseas Hwy., Marathon	Lynx 5210	$ 27.85
Marathon State Attorney Offic	2975 Overseas Hwy., Marathon	Vista 20P	$ 27.85
Medical Examiner	56639 Overseas Hwy., Craw Key	Simplex Grinnel 4010 FACP	$ 27.85
Ellis Building – Property Appraiser	88820 Overseas Hwy., Tavernier	Vista 20P	$ 27.85
PK Courthouse (new)	88770 Overseas Hwy., Tavernier	Pro Series A7Plus	$ 27.85
Islamorada Library	MM 81.5, Islamorada	Pro Series A7Plus	$ 27.85
Murray E. Nelson Govt. Center	102050 Overseas Hwy., Key Largo	Honeywell 60-578	$ 27.85
Key Largo Library	101485 Overseas Hwy., Key Largo	Honeywell Vista 20p	$27.85
Magnolia Building	300 Magnolia, Key Largo	Vista 20P	$ 27.85
Growth Management Ocean Reef	11601 CR 905, Key Largo	Pro Series A7Plus	$ 27.85

The tables provided represent the most current information from the County regarding its buildings and their systems and may contain errors. By submitting a proposal, the Contractor agrees that they have verified the existing systems and condition.

The Total Annual (12 Months), Monthly Monitoring and Annual Inspections shall be furnished below in words and numbers. If there is an inconsistency between the two, the Proposal in words shall control.

Sixty Thousand Seventy-seven and 75/100 Dollars.

(Grand Total Annual (12 Months), Monthly Monitoring and Annual Inspections Proposal- words)

$ 60,077.75

(Grand Total Annual (12 Months), Monthly Monitoring and Annual Inspections Proposal – numbers)

The above annual total amount is comprised of the following:

Total Fire Alarm **Annual** Inspections $29,465.03

Total Fire Alarm **Monthly** Monitoring $1,854.81 X 12 = $22,257.72

Total Panic Alarm **Monthly** Monitoring $ 696.25 X 12 = $8,355.00

Contractor shall also provide a price and brief description of services required to replace, register, and reprogram Communicators as necessary for the purpose of establishing monitoring by proposer which includes any necessary updates to the County's currently monitored systems.

For properties requiring upgraded communicators, billing will be done as follows: hourly rate times the time onsite and materials cost with 15% increase. 17 Properties, 1.5 hr. + $240.35 each.

The Total Proposal Price to replace, register, and reprogram Communicators to establish monitoring. Proposal shall be furnished below in words and numbers. If there is an inconsistency between the two, the Proposal in words shall control.

(Total Proposal Price to replace, register, and reprogram Communicators to establish monitoring - words)

Six Thousand Three Hundred Eighteen and 56/100 Dollars

(Total Proposal Price to replace, register, and reprogram Communicators to establish monitoring – numbers)

$6,318.56

Additional Services and Emergency Services, (ex. Post – hurricane cleanup, including all costs associated with equipment, debris removal, and dumping fees:

For invoicing purposes, the hours should be calculated in fifteen (15) minute increments. The Application for Payment form is attached as **Exhibit "B"** to the Original Agreement, as amended, and made a part thereof for submission with invoices.

Total **Hourly** Fees for **Repairs, Panic Testing, Additional Services, Security System Services and Emergency Services** - (including equipment costs & dumping fees):

a) Normal working hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays:

$ 87.55 per hour, technician

$ 133.90 per hour, technician plus helper

$ 46.35 per hour, technician helper working alone or additional helper

b) Overtime rate for hours other than the normal working hours as stated above, including holidays:

$ 131.33 per hour, technician

$ 200.85 per hour, technician plus helper

$ 69.53 per hour, technician helper working alone or additional helper

c) Parts Cost Plus:

Contractor shall be allowed **Fifteen (15%)** of mark up on manufacturer's invoice cost of parts and materials (excluding freight, equipment rental, tax amounts, and services supplied by others). The County shall pay the actual cost of parts and materials, excluding freight, equipment rental, tax amounts, and services supplied by others purchased from the manufacturer, plus fifteen percent (15%), to fulfill the obligations of the Contract. Freight, equipment rental, tax amounts, and services supplied by others shall be reimbursed for amounts charged. A manufacturer's invoice must accompany all requests for payment whether the part is under warranty or not. Freight invoices must accompany all orders that require shipping or transportation of parts, whether the part is under warranty or not.

There shall be no additional charges to the County for travel, mileage, meals, or lodging.

Contractor shall submit proposals for services costing $1,000.00 or more and itemized invoices in writing.

D. Total Compensation to Contractor under this Agreement shall not exceed **One Hundred Forty Thousand and 00/100 ($140,000.00) Dollars** annually, unless pre-approved work requiring additional funds is implemented. Additional services and emergency services shall be performed in accordance with the rates as set forth and described herein, but such work must be pre-approved.

3. Paragraph **44.1, Davis-Bacon Act,** of the Original Agreement, as amended, is amended only to reflect an updated Davis-Bacon Wage Determination Statement dated March 15, 2024, which is attached hereto as **Exhibit "C – 2nd Revised"** and made a part hereof. All other provisions of Paragraph 44.1 remain the same.

4. Except as set forth in Paragraphs 1 through 3 of this Second Amendment to Agreement, in all other respects, all the terms and conditions of the Original Agreement, dated December 7, 2022, as amended, not inconsistent herewith, shall remain in full force and effect.

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[SIGNATURE PAGE TO FOLLOW]

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

(SEAL)

Attest: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

Date: 5/15/2024

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor

Witnesses for CONTRACTOR:

_____
Signature

4/30/24 _____
Date Print Name

_____
Signature

4/30/24 Deborah Globe
Date Print Name

CONTRACTOR: BARNES ALARM SYSTEMS, INC.

_____
Signature of person authorized to legally bind CONTRACTOR

Date: 4/30/24

Chris Globe vice president
Print Name and Title

Address: 5800 overseas hwy #30
Marathon, FL 33050

Telephone Number
305.743.7334

FILED FOR RECORD
2024 MAY 22 AM 10:49
CLK CIR CT
MONROE COUNTY, FL

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 4/30/2024

EXHIBIT "A – 2nd REVISED"

Scope of Work

EXHIBIT "A – 2nd REVISED"

SCOPE OF WORK

FIRE ALARM, PANIC ALARM, AND SECURITY SYSTEM ANNUAL CERTIFICATION, MAINTENANCE, REPAIR, AND MONITORING MONROE COUNTY, FLORIDA

Introduction:

The Contractor will provide all labor, supervision, engineering, equipment, parts, tools, transportation, services, accommodations, incidentals, and supplies for Fire Alarm, Panic Alarm, and Security System Annual Certification, Maintenance, Repair, and Monitoring for various buildings located in the Upper, Middle, and Lower Keys, Monroe County, Florida. Work shall be performed in accordance with the Contract Documents, and all documentation shall be provided pursuant to National Fire Protection Association (NFPA) Requirements most current adopted NFPA 25, and schedules as well as keeping the equipment in proper operating condition to protect against unpredictable repair expenditures as well as ensure reliability and efficiency. Note: No oral interpretations will be made by any Contractor/Proposer as to the meaning of referenced NFPA 25 documents.

The Contractor shall include all Fire Alarm maintenance and repairs, testing, annual inspections, and possible expansion of the systems, if required.

The Contractor shall include all Panic Alarm Systems maintenance and repairs, testing, and certification and possible expansion of the systems, if required.

Additional Security System services should include, but are not limited to, electronic door lock system installation and/or repair, horn/strobe installation and/or repair, or any other equipment necessary for safety-related issues, and Closed-Circuit Television (CCTV) service. Also, when requested by the County, the Contractor shall advise and recommend, in writing to the County, any needed improvements. Upon approval by the County, Contractor shall invoice the County for such improvements at the fee schedule rates for labor and material markup as specified in the contract.

Listed below are all of the current buildings and devices covered under this contract, hereinafter identified as "**Lists of Equipment.**" More buildings and devices may be added at a later date.

Lists of Equipment

Fire System:

FIRE SYSTEM: BUILDING	LOCATION	CONTROL PANEL	MODEL #
Key West Courthouse	500 Whitehead St., Key West	Simplex	4100
Judicial Workout Room (formerly Juvenile Detention)	502 Whitehead St., Key West	Notifier	SFP-2402
Sheriff Civil Division	500 Whitehead St., Key West	Faraday	Firewatch II
J. Lancelot Lester Building & Records Storage	530 Whitehead St., Key West	Notifier	AFP-200
Freeman Justice Center	310 Fleming Street, Key West	Notifier AFP-200	AFP-200
Public Defender's New Office	316 Simonton Street	Notifier NFS-320	NFS-320
KW Tax Collector (Searstown)	3304 N. Roosevelt Blvd., Key West	Notifier	NFW50X
Supervisor of Elections/Bayshore Office	5200 College Road, Stock Island	Notifier	SFP-10UD
May Hill Russell Library	700 Fleming St., Key West	Notifier	SFP 400B
Gato Building	1100 Simonton Street, Key West	Simplex	4010
Gato Elevator	1100 Simonton Street, Key West	N/A	N/A
Harvey Government Center	1200 Truman Avenue, Key West	Notifier	NFS-320
Bernstein Park	6751 5th Street, Stock Island	Notifier	NFW2-100
Rockland Key Fleet Department	111 Overseas Hwy., Rockland Key	Notifier	NFS-320
Big Pine Key Library	231 Key Deer Blvd., Big Pine Key	Notifier	SFP-2404
Big Pine Key Park	29001 Atlantic, Big Pine Key	EST	Quickstart 3
Big Pine Community Center/Building Dept.	174 Key Deer Blvd, Big Pine Key	Notifier	NFW-50X
Marathon Government Center	2798 Overseas Hwy., Marathon	Faraday	MPC-2000
Monroe County New EOC	7280 Overseas Hwy, Marathon	Notifier	N16E
Marathon Government Annex	490 63rd Street, Marathon	FireLite	MS-10UD

FIRE SYSTEM: BUILDING	LOCATION	CONTROL PANEL	MODEL #
Marathon Detention Facility	3981 Ocean Terrace, Marathon	FireLite	Miniscan 4024
Marathon Sheriff's Hangar	Marathon Airport	Notifier	NFS-320
Marathon DMV/Tax Collector	3015 Overseas Hwy., Marathon	Notifier	NFW 50X
Marathon Courthouse	3117 Overseas Hwy., Marathon	Notifier	NFW2-100
Marathon Library	3490 Overseas Hwy., Marathon	Notifier	NFS320
Marathon Library Elevator - Cellular	3490 Overseas Hwy., Marathon	N/A	N/A
Ruth Ivins Center, Health Dept.	3333 Overseas Hwy., Marathon	Notifier	SFP-5UD
Medical Examiner	56639 Overseas Hwy., Crawl Key	Simplex	4010
Joe London Crawl Key Fire Academy	56633 Overseas Hwy., Marathon	FireLite	MS-9050
Ellis Building	88800 Overseas Highway, Plantation Key	FireLite	MP-24
Plantation Key Courthouse (old location)	88820 Overseas Hwy., Plantation Key	FireLite	MP-24
Islamorada Library	MM 81.5, Islamorada	FireLite	MS-4424b
Murray E. Nelson Governmental and Cultural Center	102050 Overseas Highway, Key Largo	Siemens	FS-250
Roth Building	50 Highpoint Road, Tavernier	Edwards	EST-2
Jacobs Aquatic Center	320 Laguna Ave., Key Largo	Notifier	NFW-100X
Key Largo Library	101485 Overseas Hwy., Key Largo	FireLite	MS-5UD
MC Fire Station #8	5655 MacDonald Ave.,Stock Island	Edwards	VS-1
MC Fire Station # 9	28 Emerald Drive, Big Coppitt	Notifier	SFP-5UD
MC Fire Station # 11	22352 Overseas Hwy., Cudjoe Key	FireLite	EX200
MC Fire Station # 13	390 Key Deer Blvd., Big Pine Key	EST	Quickstart
MC Fire Station # 17	10 S. Conch Ave, Conch Key	Notifier	NFW2-100
MC Fire Station # 22	151 Marine Drive, Tavernier	Notifier	NFW2-100

List of Locations with Equipment and Devices

Building	Manual Stations	Smoke Detect	Duct Detect	Heat Detect	Notification Devices & Circuit	AHU/Fan Interlocks	Elevator Recall System	Elevator Warning Lights	Sprinkler Control Valves	Fire Pump Control	In-line Flow Switch	Door Release
Key West Courthouse	10	11	12	3	40	8	2	5	5	2	1	
Judicial Workout Room (formerly Juvenile Detention)	2	10			3							
Old Detention 2nd Fl. Breakroom - Combined into Judicial Workout System												
J. Lancelot Lester Building, & Records Storage	12	68	8	7	58	7	4		6	1	1	
Freeman Justice Center	21	53	6	22	102	6	18 + 3		7		4	3

Building	Manual Stations	Smoke Detect	Duct Detect	Heat Detect	Notification Devices & Circuit	AHU/Fan Interlocks	Elevator Recall System	Elevator Warning Lights	Sprinkler Control Valves	Fire Pump Control	In-line Flow Switch	Door Release
Public Defender's New Office	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Key West Tax Collector-Searstown	2	7		3	5				2			
Supervisor of Elections/Bayshore Manor	7	37		4	29	2			2		1	
May Hill Russell Library	8	30		4	12							
Gato Building	7	29	18	4	37	1	2					11
Harvey Government Center	8	17	5	3	39	5	5	2	5	3	3	
Bernstein Park	7	32	5		24				3		1	
Rockland Key Fleet Department	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Big Pine Key Library	4	18	1		8							

Building	Manual Stations	Smoke Detect	Duct Detect	Heat Detect	Notification Devices & Circuit	AHU/Fan Interlocks	Elevator Recall System	Elevator Warning Lights	Sprinkler Control Valves	Fire Pump Control	In-line Flow Switch	Door Release
Big Pine Key Community Park	6	15		1	10		3					
Big Pine Community Center/Building Dept.	3	6			5							
Marathon Government Center	8	45	6		19	3						
Monroe County New EOC	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Marathon Government Ctr Annex	3	2	4	0	11	4			2		2	
Marathon Detention Facility	1	41			4				6		1	
Marathon Sheriff's Hangar	6	16			10		3					

Building	Manual Stations	Smoke Detect	Duct Detect	Heat Detect	Notification Devices & Circuit	AHU/Fan Interlocks	Elevator Recall System	Elevator Warning Lights	Sprinkler Control Valves	Fire Pump Control	In-line Flow Switch	Door Release
Marathon DMV/Tax Collector	3	12	1		13				1		1	
Marathon Courthouse	9	14		1	26	5						2
Marathon Library	10	12	4	1	35	3	3		3		1	
Ruth Ivins Center	5	8	2		7	2						
Medical Examiner	5	2	10		18	3						1
Joe London Crawl Key Fire Academy	4	10	1	2	11				3		1	
Ellis Building	7	14			6							
Plantation Key Courthouse	8	2			8							
Islamorada Library	6	23			12							
Murray E Nelson	9	9	4	2	55	4	4		2		2	

Building	Manual Stations	Smoke Detect	Duct Detect	Heat Detect	Notification Devices & Circuit	AHU/Fan Interlocks	Elevator Recall System	Elevator Warning Lights	Sprinkler Control Valves	Fire Pump Control	In-line Flow Switch	Door Release
Roth Building	15	49	6		68	6						
Jacobs Aquatic Center	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Key Largo Library	2	6	5	1	7	3						
MC Fire Station #8	6	20	2	2	37	3	3		2		1	
MC Fire Station # 9	2	6	1	7	4	1						
MC Fire Station # 11	5	14		2	19				1		1	
MC Fire Station # 13	5	22	2	6	27	2	4 +1		2		1	
MC Fire Station #17	6	17	1	2	17	1			1		1	
MC Fire Station # 22	6	15	1	6	20	1						

Panic System:

Bi-Monthly (once every other month) Testing of Panic Alarms shall be performed on a time and material basis. Panic Alarm System Central Station Monthly Monitoring is as follows:

PANIC SYSTEM: **BUILDING**	**LOCATION**	**MANUFACTURER MODEL**
Key West Drug Court	500 Whitehead St., Key West	CH Annex system
Judicial Workout Room (middle) KW Courthouse	500 Whitehead St., Key West	CH Annex system
J. Lancelot Lester Building & Records Storage	530 Whitehead St. Key West	CH Annex system
Freeman Justice Center	302 Fleming Street, Key West	Navarro-Ademco Vista 1 FSB Panel (digital)
Freeman Justice Center Drug Court	302 Fleming Street, Key West	Honeywell 7845 GSMR (cellular)
Public Defender's New Office	316 Simonton Street, Key West	Qolsys IQ-4 PowerGPanic
KW May Hill Russell Library	700 Fleming St., Key West	Honeywell Lynx 5210
Gato Building	1100 Simonton St., Key West	Ademco Honeywell
Gato Building – 2nd floor	1100 Simonton St., Key West	Ademco Honeywell
Stock Island Building Dept.	5503 College Road, Stock Island	Lynx 5210
Big Pine Commissioner District 2	243 Key Deer Blvd., Big Pine Key	Lynx 5210
Big Pine Key Library	Big Pine Key Plaza, Big Pine Key	Lynx 5210
Big Pine Community Center/Building Dept.	174 Key Deer Blvd., Big Pine Key	Honeywell Proa7plus
Marathon Govt. Center	2798 Overseas Hwy., Marathon	Lynx 5210
Marathon Annex 63rd St	490 63rd Street, Marathon	Lynx 5210
Marathon Courthouse	3117 Overseas Hwy., Marathon	Lynx 5210
Marathon Library	3490 Overseas Hwy., Marathon	Lynx 5210
Marathon State Attorney's Office	2975 Overseas Hwy., Marathon	Vista 20P

PANIC SYSTEM: BUILDING	LOCATION	MANUFACTURER MODEL
Medical Examiner	56639 Overseas Hwy., Crawl Key	Simplex 4010
Ellis Building – Property Appraiser	88820 Overseas Hwy., Tavernier	Vista 20P
Plantation Key Courthouse (new)	88770 Overseas Hwy., Tavernier	Pro Series A7Plus
Islamorada Library	MM 81.5, Islamorada	Pro Series A7Plus
Murray E. Nelson Govt. Center	102050 Overseas Hwy., Key Largo	Honeywell 60-578
Key Largo Library	101485 Overseas Hwy., Key Largo	Honeywell Vista 20p
Magnolia Building	300 Magnolia, Key Largo	Vista 20P
Growth Management Ocean Reef	11601 CR 905, Key Largo	Pro Series A7Plus

Camera Locations and Quantity:

Bernstein Park, Stock Island – Qty: 16

Big Pine Key Commissioner District 2 Office, Big Pine Key– Video intercom system

Big Pine Key Community Park, Big Pine Key– Qty: 7

Marathon State Attorney– Qty: 14

Marathon Courthouse– Qty: 19

Marathon Library– Qty: 33

Marathon Medical Examiner– Qty: 16

Supervisor of Elections/Bayshore Manor, Stock Island – Qty: 3

Key West Library – Qty: 11

Freeman Justice Center, Key West – Qty: 29

Scope of Work:

The below Scope of Work includes, but is not limited to the inspections, maintenance, monitoring, service, and replacement of Fire Alarm Systems, Panic Alarm Systems, and other Security Systems, such as electronic door lock systems, horns/strobes, and CCTV systems.

Inspection

A visual inspection of every device in the above "Lists of Equipment" will be performed to ensure that no facility changes have occurred which could affect equipment or system performance based on the original design.

Testing

Every device and control function shown in the "Lists of Equipment" will be physically activated to ensure its functionality as designed and installed. Testing takes into consideration the AHJ (Authority Having Jurisdiction) requirements, local ambient conditions and the manufacturer's recommendations. Contractor will follow NFPA 72 recommended test methods and frequencies as a minimum guideline for system testing. System configuration is verified during inspections and compared to existing records. Complete documentation of testing and a report of any deficiencies will be presented for review before the technician leaves the facility. Audible testing will be conducted during off or non-operational hours and the schedule will be pre-approved by the County.

Smoke Detector Sensitivity

Smoke Detector Sensitivity Testing will be performed in accordance with NFPA 72 using the manufacturer's recommended test methods and a UL (Underwriters Laboratories) approved testing device. Contractor will provide the necessary documentation to satisfy the AHJ. Contractor will provide an analysis of the report along with recommendations for detectors that require cleaning or replacement.

The Contractor shall furnish all labor, supervision, materials, power, tools, equipment, supplies and any other means of construction necessary or proper for performing and completing the Scope of Work, unless otherwise specifically stated.

Perform Monthly Fire and Panic Alarm Monitoring, Annual Fire Alarm Inspections and Bi-Monthly Panic Testing (once every two (2) months).

The Contractor shall respond within four (4) hours of notification of service, twenty-four (24) hours per day, seven (7) days per week. The Contractor shall provide a contact person to ensure twenty-four (24) hour service.

The Owner shall reimburse the Contractor for the manufacturer's invoice cost of all parts and materials (except freight, tax, services supplied by others, and equipment rental), plus fifteen percent (15%), that are used in repair of County owned and maintained fire and alarm systems.

Manufacturer's invoice must accompany all requests for payment. All parts and materials shall be of equal or greater quality as compared to the existing parts and materials in use. On all orders that require shipping or transportation of parts or materials whether the part is under warranty or not, freight invoices must accompany requests for payment.

The Contract amount may be adjusted annually in accordance with the percentage change in the U.S. Department of Commerce Consumer Price Index (CPI-U) or three percent (3%), whichever is less, for all Urban Consumers as reported by the U.S. Bureau of Labor Statistics and shall be based upon the CPI-U computation at December 31 of the previous year.

Specifications:

A. FIRE ALARM SYSTEM ANNUAL CERTIFICATION

1. The Contractor shall furnish fire alarm system annual certification and maintenance, (including Calibrated and/or Standard Smoke Detector Sensitivity Testing as required by the National Fire Protection Association); including all necessary labor, equipment, permits, licenses, insurances, travel costs, and all other costs associated.
2. Work shall be performed in accordance with, and all documentation shall be provided pursuant to, National Fire Protection Association Requirements.
3. Fire alarm annual certification, along with all noted deficiencies which may be identified during the course of certification, shall be provided to the office of the Facilities Maintenance, Contract Monitor, 123 Overseas Hwy., Rockland Key, Key West, Florida 33040, within thirty (30) days prior to expiration of respective existing certifications.
4. All identified deficiencies which are detected and identified during the course of the certification process, shall be rendered and submitted, along with all documentation for corrective measures to include cost expenditures required to correct same. All noted deficiencies shall be corrected within thirty (30) days.

NOTE: When performing annual inspections for some Monroe County facilities, primarily the Courthouses, it may be necessary to schedule inspections before or after normal hours on an overtime basis.

B. FIRE ALARM SYSTEM MONITORING

1. The Contractor shall furnish alarm system monitoring, including all necessary labor, equipment, permits, licenses, insurances, travel costs, and all other costs associated with same to include, but not limited to, the locations indicated on the "Lists of Equipment".
2. Contractor is to provide Total Service Coverage. The Contractor shall have access to a supply of all parts and controls normally necessary for the emergency repairs of all County maintained alarm systems so that such emergency repair will be completed within forty-eight (48) hours of notification by the Owner.
3. Work shall be performed in accordance with, and all documentation shall be provided pursuant to National Fire Protection Association Requirements.

C. FIRE ALARM SYSTEM REPAIR AND MAINTENANCE

1. System Software Updates - Microprocessor based systems will have the software upgraded when required to maintain the listing requirements of the AHJ.
2. Corrective Maintenance - Necessary repairs for deficient or inoperable devices, such as those found during the course of system testing, inspection, or preventative maintenance, or have failed during operation, will be provided. Only original replacement components manufactured by the original equipment manufacturer or other compatible components are used in order to preserve Underwriters Laboratories (U.L.) Listings and meet NFPA requirements.

D. PANIC ALARM SYSTEM CERTIFICATION

1. The Contractor shall furnish panic alarm system annual certification and maintenance, (as required by the National Fire Protection Association); including all necessary labor, equipment, permits, licenses, insurances, travel costs. and all other costs associated.
2. Work shall be performed in accordance with, and all documentation shall be provided pursuant to, National Fire Protection Association Requirements.
3. Alarm Certification, along with all noted deficiencies which may be identified during the course of certification, shall be provided to the office of the Facilities Maintenance Department, 123 Overseas Highway, Rockland Key, Key West, Florida 33040, within thirty (30) days prior to expiration of respective existing certifications.
4. All identified deficiencies, which are detected and identified during the course of the certification process, shall be rendered and submitted, along with all documentation for corrective measures to include cost expenditures required to correct same. All noted deficiencies shall be corrected within thirty (30) days.

E. PANIC ALARM SYSTEM MONITORING

1. The Contractor shall furnish alarm system monitoring, including all necessary labor, equipment, permits, licenses, insurances, travel costs, and all other costs.
2. Work shall be performed in accordance with, and all documentation shall be provided pursuant to, National Fire Protection Association Requirements.
3. Contractor shall also provide a price to replace, register, and reprogram Communicators as necessary for the purpose of establishing monitoring which includes any necessary updates to the County's currently monitored systems.

F. PANIC ALARM TESTING, REPAIR AND MAINTENANCE

1. Contractor shall test all panic alarms Bi-monthly to ensure they are working properly. Testing shall include, but not be limited to, battery life, proper communication signal, and overall device function.

2. Work shall be performed in accordance with, and all documentation shall be provided pursuant to, National Fire Protection Association Requirements.
3. All identified deficiencies, which are detected and identified during the course of the testing process, shall be rendered and submitted, along with all documentation for corrective measures to include cost expenditures required to correct same. All noted deficiencies shall be corrected within thirty (30) days.

G. OTHER SECURITY SYSTEMS REPAIR AND MAINTENANCE

1. The Contractor shall furnish electronic door lock systems, horns/strobes, and CCTV systems, including all necessary labor, equipment, permits, licenses, insurances, travel costs, and all other costs.
2. Work shall be performed in accordance with, and all documentation shall be provided pursuant to, National Fire Protection Association Requirements.
3. All identified deficiencies, which are detected shall be rendered and submitted, along with all documentation for corrective measures to include cost expenditures required to correct same. All noted deficiencies shall be corrected within thirty (30) days.

EXHIBIT "C – 2nd REVISED"

DAVIS-BACON WAGE DETERMINATION STATEMENT

"General Decision Number: FL20240022 03/15/2024

Superseded General Decision Number: FL20230022

State: Florida

Construction Type: Building

County: Monroe County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024

2 03/15/2024

ELEC0349-003 09/01/2023

	Rates	Fringes
ELECTRICIAN	$ 39.81	14.62

ENGI0487-023 07/01/2023

	Rates	Fringes
OPERATOR: Crane		
All Cranes 75 Tons and below	$ 37.07	14.90
All Cranes Over 300 Ton, Electric Tower, Luffing Boom Cranes	$ 40.40	14.90
Cranes 130-300 Ton	$ 39.38	14.90
Cranes 76 ton to 129 Ton	$ 37.57	14.90

IRON0272-004 10/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING	$ 27.75	15.27

PAIN0365-004 06/01/2021

	Rates	Fringes
PAINTER: Brush Only	$ 20.21	12.38

* SFFL0821-001 01/01/2024

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 32.03	23.01

SHEE0032-003 08/12/2023

	Rates	Fringes
SHEETMETAL WORKER (HVAC Duct Installation)	$ 29.10	14.68

* SUFL2009-059 05/22/2009

	Rates	Fringes
CARPENTER	$ 15.08 **	5.07
CEMENT MASON/CONCRETE FINISHER	$ 12.45 **	0.00
FENCE ERECTOR	$ 9.94 **	0.00
LABORER: Common or General	$ 8.62 **	0.00
LABORER: Pipelayer	$ 10.45 **	0.00
OPERATOR: Backhoe/Excavator	$ 16.98 **	0.00
OPERATOR: Paver (Asphalt,		

Aggregate, and Concrete).....$ 9.58 ** 0.00

OPERATOR: Pump.....$ 11.00 ** 0.00

PAINTER: Roller and Spray.....$ 11.21 ** 0.00

PLUMBER.....$ 12.27 ** 3.33

ROOFER: Built Up,
Composition, Hot Tar and
Single Ply.....$ 14.33 ** 0.00

SHEET METAL WORKER, Excludes
HVAC Duct Installation.....$ 14.41 ** 3.61

TRUCK DRIVER, Includes Dump
and 10 Yard Haul Away.....$ 8.00 ** 0.15

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical

order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/18/2024

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

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

PRODUCER

DORAL ISLES INSURANCE AGENCY, INC.
1200 ANASTASIA AVENUE SUITE 415
CORAL GABLES FL 33134

CONTACT NAME:
PHONE (A/C, No, Ext): 305-791-4872 **FAX (A/C, No):** 305-598-8076
E-MAIL ADDRESS: diazriskadvisors@gmail.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ASCENDANT COMMERCIAL INSURANCE INC.	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

BARNES ALARM SYSTEMS
3201 FLAGLER AVE #503
503
KEY WEST FL 33040

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ $1,000,000.00
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS ☒ SCHEDULED AUTOS	Y	Y	CA-65141-0	02/27/2024	02/27/2025	BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Physical Damage	Y		CA-65141-0	02/27/2024	02/27/2025	Deductibles - Named Peril: $1000, Coll: $1,000	

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

APPROVED BY RISK MANAGEMENT
BY
DATE 3.19.24
WAIVER N/A X YES

CERTIFICATE HOLDER

Monroe County Board of Commissioners
1100 Simonton St
Key West FL 33040-3110

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Gustavo J. Diaz

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/27/2024

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

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

PRODUCER	CONTACT NAME: Certificate Department
El Dorado Insurance Agency, Inc. El Dorado Sec Srvs Ins Agy 3673 Westcenter Drive Houston TX 77042	PHONE (A/C, No, Ext): (713) 521-9251 FAX (A/C, No): (713) 521-0125 E-MAIL ADDRESS: Certificates@eldoradoinsurance.com
	INSURER(S) AFFORDING COVERAGE / NAIC #
	INSURER A: Crum & Forster Specialty Insurance Co. 44520
INSURED Barnes Alarm Systems, Inc. 3201 Flagler Avenue, Suite 503 Key West FL 33040	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** BLANKET AI (02/24) **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			GLO-103738	3/1/2024	3/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

APPROVED BY RISK MANAGEMENT
BY
DATE
WAIVER N/A X YES

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

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

R.L. Ring, Jr./LILY

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/19/2024

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

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

PRODUCER	CONTACT NAME:	
PAYCHEX INSURANCE AGENCY INC 76210754 225 KENNETH DR STE 110 ROCHESTER NY 14623	PHONE (A/C, No, Ext): (800) 472-0072	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Twin City Fire Insurance Company	29459
INSURED BARNES ALARM SYSTEMS INC 3201 FLAGLER AVE STE 503 KEY WEST FL 33040-4693	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	
	☐ OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	
	☐ DED ☐ RETENTION $							
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A		76 WEG AC7618	02/17/2024	02/17/2025	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE -EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

APPROVED BY RISK MANAGEMENT
BY
DATE 3.25.24
WAIVER N/A X YES

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER	CANCELLATION
Monroe County Board of Commissioners 1100 SIMONTON ST KEY WEST FL 33040	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** AUTHORIZED REPRESENTATIVE Susan L. Castaneda

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Kevin Madok, CPA

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

DATE: March 28, 2024

TO: William DeSantis, Director
Facilities Maintenance

Chrissy Collins
Executive Administrator

Alice Steryou
Contract Monitor

FROM: Liz Yongue, Deputy Clerk

SUBJECT: February 21, 2024 BOCC Meeting

The following item has been executed and added to the record:

C3 1st Amendment to the Agreement with Barnes Alarm Systems, Inc. for Fire and Panic Alarm and Security System Maintenance, Repair, Monitoring and Inspection services, updating the service locations and other provisions of the Agreement to bring it current, provides option to request a proposal/quote from the Contractor only for equipment replacement and installation, increases the contract amount by a 3% CPI-U with an effective date of December 12, 2023, and increases the total annual compensation to $126,522.00. Contract paid from Funds 001, 101, and 147.

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

cc: County Attorney
Finance
File

FIRST AMENDMENT TO AGREEMENT

FOR

FIRE ALARM, PANIC ALARM, AND SECURITY SYSTEM ANNUAL CERTIFICATION, MAINTENANCE, REPAIR, AND MONITORING MONROE COUNTY, FLORIDA

This First Amendment to Agreement is made and entered into this 21st day of February, 2024, between **MONROE COUNTY, FLORIDA** ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, and **BARNES ALARM SYSTEMS, INC.,** a *Florida* Profit *Corporation*, authorized to do business in the State of Florida, ("CONTRACTOR"), whose principal address is 3201 Flagler Ave., Suite 503, Key West, Florida 33040, but whose mailing address for purposes of this Agreement is 5800 Overseas Highway, No. 30, Marathon, Florida 33050.

WHEREAS, the parties hereto did on December 7, 2022, enter into an Agreement for Fire Alarm, Panic Alarm, and Security System Annual Certification, Maintenance, Repair and Monitoring ("Original Agreement"); and

WHEREAS, the County desires to amend the Original Agreement to add and/or update provisions to allow for the option to request from the Contractor only, a proposal/quote for Equipment Replacement and Installation in accordance with the current Monroe County Purchasing Policy approved by the Board of County Commissioners; and

WHEREAS, the County desires to amend the Original Agreement to update locations currently serviced; and

WHEREAS, the County desires to increase payment amounts by the annual CPI-U increase adjustment of three percent (3 %) pursuant to the terms of the Original Agreement, with an effective date retroactive to December 12, 2023; and

WHEREAS, the County desires to increase the annual not to exceed amount; and

WHEREAS, the parties desire to amend the Original Agreement to correct and/or update provisions to bring it current with certain County, State, or Federal required contract provisions; and

WHEREAS, the parties desire to amend Exhibit "A" of the Original Agreement, which reflects the Scope of Work, to bring it current as to locations and other changes as reflected in this First Amendment; and

WHEREAS, the parties have found the Original Agreement to be mutually beneficial; and

WHEREAS, the parties find that it would be mutually beneficial to amend its Original Agreement and enter into this First Amendment to Agreement;

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

1. The first sentence of Paragraph 2, **SCOPE OF WORK,** of the Original Agreement, is hereby amended to reflect that an **Exhibit "A – Revised"** is attached hereto and made a part hereof to replace the Exhibit "A" in the Original Agreement. The attached Exhibit "A – Revised" reflects the Scope of Work with the new list of locations, deletion of the last paragraph of the Exhibit as to major component failure or system breakdown, and other changes as reflected in this First Amendment. The remaining provisions of Paragraph 2, Scope of Work, of the Original Agreement, remain the same.

2. In accordance with Paragraph 6, **TERM OF AGREEMENT,** of the Original Agreement, the Contract amount may be adjusted annually in accordance with the percentage change in the U.S. Department of Commerce Consumer Price Index (CPI-U) or 3%, whichever is less, for all Urban Consumers as reported by the U.S. Bureau of Labor Statistics and shall be based upon the CPI-U computation or 3%, whichever is less, at December 31 of the previous year. The CPI-U on December 31, 2022, was six and five tenths' percent (**6.5%**), and thus the parties desire to increase the payments by three percent (3%), which is the lesser amount, with an effective date retroactive to December 12, 2023.

3. Sub-paragraphs C. and D. of Paragraph 5, **CONTRACT SUM AND PAYMENTS TO CONTRACTOR**, of the Original Agreement, are amended to reflect new contract payment amounts pursuant to the annual CPI-U change effective retroactive to December 12, 2023, update locations, delete the graphs shown on pages six (6) through nine (9) of the Original Agreement, which set forth locations and the equipment and devices at each location, with said graph pages to be included only in Exhibit "A - Revised" attached hereto, and increase the annual not-to-exceed compensation amount. Paragraphs 5 C. and D. of the Original Agreement are replaced with the following:

5. CONTRACT SUM AND PAYMENTS TO CONTRACTOR

C. The cost of labor used by the Contractor to fulfill the obligation of the Contract will be included in the following amounts of:

FIRE ALARM SYSTEMS AND LOCATIONS

FIRE SYSTEM: BUILDING	LOCATION	CONTROL PANEL	MODEL #	ANNUAL INSPECTION AMOUNT (including any possible overtime)	MONTHLY MONITOR AMOUNT
Key West Courthouse	500 Whitehead St., Key West	Simplex	4100	$ 1,043.57	$ 44.56
Judicial Workout Room (formerly Juvenile Detention)	502 Whitehead St., Key West	Notifier	SFP-2402	$ 291.80	$ 44.56
Sheriff Civil Division	500 Whitehead St., Key West	Faraday	Firewatch II	$ 291.80	$ 44.56
J. Lancelot Lester Building & Records Storage	530 Whitehead St., Key West	Notifier	AFP-200	$ 2,044.83	$ 44.56
Freeman Justice Center	310 Fleming Street, Key West	Notified AFP-200	AFP-200	$ 826.41	$ 44.56
Public Defender's New Office	316 Simonton Street	Notifier NFS-320	NFS-320	$1,043.57	$44.56
KW Tax Collector (Searstown)	3304 N. Roosevelt Blvd., Key West	Notifier	NFW50X	$ 458.87	$ 44.56
Supervisor of Elections/Bayshore Ofc	5200 College Road, Stock Island	Notifier	SFP-10UD	$ 542.40	$ 44.56
May Hill Russell Library	700 Fleming St., Key West	Notifier	SFP 400B	$ 375.33	$ 44.56
Gato Building	1100 Simonton Street, Key West	Simplex	4010	$ 709.45	$ 44.56
Gato Elevator	1100 Simonton Street, Key West	N/A	N/A	$00.00	$ 27.85
Harvey Government Center	1200 Truman Avenue, Key West	Notifier	NFS-320	$ 1,043.57	$ 44.56
Bernstein Park	6751 5th Street, Stock Island	Notifier	NFW2-100	$ 860.94	$ 44.56

FIRE SYSTEM: BUILDING	LOCATION	CONTROL PANEL	MODEL #	ANNUAL INSPECTION AMOUNT (including any possible overtime)	MONTHLY MONITOR AMOUNT
Big Pine Key Library	231 Key Deer Blvd., Big Pine Key	Notifier	SFP-2404	$ 458.87	$ 44.56
Big Pine Key Park	29001 Atlantic, Big Pine Key	EST	Quickstart 3	$ 709.45	$ 44.56
Big Pine Community Center/Building Dept.	174 Key Deer Blvd, Big Pine Key	Notifier NFW-50X	NFW-50X	$458.87	$44.56
Marathon Government Center	2798 Overseas Hwy., Marathon	Faraday	MPC-2000	$ 1,043.57	$ 44.56
Marathon Government Annex	490 63rd Street, Marathon	FireLite	MS-10UD	$ 542.40	$ 44.56
Marathon Detention Facility	3981 Ocean Terrace, Marathon	FireLite	Miniscan 4024	$ 542.40	$ 44.56
Marathon Sheriff's Hangar	Marathon Airport	Notifier	NFS-320	$ 542.40	$ 44.56
Marathon DMV/Tax Collector	3015 Overseas Hwy., Marathon	Notifier	NFW 50X	$ 458.87	$ 44.56
Marathon Courthouse	3117 Overseas Hwy., Marathon	Notifier	NFW2-100	$ 625.92	$ 44.56
Marathon Library	3490 Overseas Hwy., Marathon	Notifier	NFS320	$ 542.40	$ 44.56
Marathon Library Elevator -Cellular	3490 Overseas Hwy., Marathon	N/A	N/A	$00.00	$44.56
Ruth Ivins Center, Health Dept.	3333 Overseas Hwy., Marathon	Notifier	SFP-5UD	$ 542.40	$ 44.56
Medical Examiner	56639 Overseas Hwy., Crawl Key	Simplex	4010	$ 625.92	$ 44.56
Joe London Crawl Key Fire Academy	56633 Overseas Hwy., Marathon	FireLite	MS-9050	$ 543.46	$ 44.56

FIRE SYSTEM: BUILDING	LOCATION	CONTROL PANEL	MODEL #	ANNUAL INSPECTION AMOUNT (including any possible overtime)	MONTHLY MONITOR AMOUNT
Ellis Building	88800 Overseas Highway, Plantation Key	FireLite	MP-24	$ 709.45	$ 44.56
Plantation Key Courthouse (old location)	88820 Overseas Hwy.,, Plantation Key	FireLite	MP-24	$ 1,043.57	$ 44.56
Islamorada Library	81830 Overseas Hwy., Islamorada	FireLite	MS-4424b	$ 709.45	$ 44.56
Murray E. Nelson Governmental and Cultural Center	102050 Overseas Hwy., Key Largo	Siemens	FS-250	$ 1,376.37	$ 44.56
Roth Building	50 Highpoint Road, Tavernier	Edwards	EST-2	$ 1,043.57	$ 44.56
Key Largo Library	101485 Overseas Hwy., Key Largo	FireLite	MS-5UD	$709.45	$44.56
MC Fire Station #8	5655 MacDonald Ave., Stock Island	Edwards	VS-1	$ 291.80	$ 44.56
MC Fire Station # 9	28 Emerald Drive, Big Coppitt	Notifier	SFP-5UD	$ 375.33	$ 44.56
MC Fire Station # 11	22352 Overseas Hwy., Cudjoe Key	FireLite	EX200	$ 584.22	$ 44.56
MC Fire Station # 13	390 Key Deer Blvd., Big Pine Key	EST	Quickstart	$ 584.22	$ 44.56
MC Fire Station # 17	10 S. Conch Ave, Conch Key	Notifier	NFW2-100	$ 543.46	$ 44.56
MC Fire Station # 22	151 Marine Drive, Tavernier	Notifier	NFW2-100	$ 709.45	$ 44.56

Bi-Monthly (once every other month) Testing of Panic Alarms shall be performed on a time and material basis. Panic Alarm System Central Station Monthly Monitoring is as follows:

PANIC SYSTEM: BUILDING	LOCATION	MANUFACTURER MODEL #	MONTHLY MONITOR AMOUNT
Key West Drug Court	500 Whitehead St., Key West	CH Annex system	$ 27.85
Judicial Workout Room (middle) KW Courthouse	500 Whitehead St., Key West	CH Annex system	$ 27.85
J. Lancelot Lester Building & Records Storage	530 Whitehead St., Key West	CH Annex system	$ 27.85
Freeman Justice Center	302 Fleming Street, Key West	Navarro-Ademco V 128 FSB Panel (digi	$ 27.85
Freeman Justice Center Drug Court	302 Fleming Street, Key West	Honeywell 7845 GS (cellular)	$ 27.85
KW May Hill Library	700 Fleming St., Key West	Honeywell Lynx 521	$27.85
Gato Building	1100 Simonton St., Key West	Ademco Honeywell	$ 27.85
Gato Building – 2nd floor	1100 Simonton St., Key West	Ademco Honeywell	$ 0.00
Stock Island Building Dept.	5503 College Road, Stock Island	Lynx 5210	$27.85
Big Pine Commissioner Distri	243 Key Deer Blvd., Big Pine Key	Lynx 5210	$27.85
Big Pine Key Library	Big Pine Key Plaza, Big Pine Key	Honeywell Lynx 5210	$ 27.85
Big Pine Community Center/Building Dept.	174 Key Deer Blvd., Big Pine Key	Honeywell Proa7 plus	$27.85
Marathon Govt. Center	2798 Overseas Hwy., Marathon	Lynx 5210	$ 27.85
Marathon Annex 63rd St	490 63rd Street, Marathon	Lynx 5210	$ 27.85
Marathon Courthouse	3117 Overseas Hwy., Marathon	Lynx 5210	$ 27.85
Marathon Library	3490 Overseas Hwy., Marathon	Lynx 5210	$ 27.85
Marathon State Attorney Offic	2975 Overseas Hwy., Marathon	Vista 20P	$ 27.85

PANIC SYSTEM: BUILDING	LOCATION	MANUFACTURER MODEL #	MONTHLY MONITOR AMOUNT
Medical Examiner	56639 Overseas Hwy., Craw Key	Simplex Grinnel 4010 FACP	$ 27.85
Ellis Building – Property Appraiser	88820 Overseas Hwy., Tavernier	Vista 20P	$ 27.85
PK Courthouse (new)	88770 Overseas Hwy., Tavernier	Pro Series A7Plus	$ 27.85
Islamorada Library	MM 81.5, Islamorada	Pro Series A7Plus	$ 27.85
Murray E. Nelson Govt. Center	102050 Overseas Hwy., Key Largo	Honeywell 60-578	$ 27.85
Key Largo Library	101485 Overseas Hwy., Key Largo	Honeywell Vista 20p	$27.85
Magnolia Building	300 Magnolia, Key Largo	Vista 20P	$ 27.85
Growth Management Ocean Reef	11601 CR 905, Key Largo	Pro Series A7Plus	$ 27.85

The tables provided represent the most current information from the County regarding its buildings and their systems and may contain errors. By submitting a proposal, the Contractor agrees that they have verified the existing systems and condition.

The Total Annual (12 Months), Monthly Monitoring and Annual Inspections shall be furnished below in words and numbers. If there is an inconsistency between the two, the Proposal in words shall control.

Fifty-four Thousand Five Hundred Twenty-four and 17/100 Dollars.

(Grand Total Annual (12 Months), Monthly Monitoring and Annual Inspections Proposal- words)

$ 54,524.17

(Grand Total Annual (12 Months), Monthly Monitoring and Annual Inspections Proposal – numbers)

The above annual total amount is comprised of the following:

Total Fire Alarm **Annual** Inspections $25,849.81

Total Fire Alarm **Monthly** Monitoring $1,721.13 X 12 = $20,653.56

Total Panic Alarm **Monthly** Monitoring $ 668.40 X 12 = $8,020.80

Contractor shall also provide a price and brief description of services required to replace, register, and reprogram Communicators as necessary for the purpose of establishing monitoring by proposer which includes any necessary updates to the County's currently monitored systems.

For properties requiring upgraded communicators, billing will be done as follows: hourly rate times the time onsite and materials cost with 15% increase. 17 Properties, 1.5 hr. + $240.35 each.

The Total Proposal Price to replace, register, and reprogram Communicators to establish monitoring. Proposal shall be furnished below in words and numbers. If there is an inconsistency between the two, the Proposal in words shall control.

(Total Proposal Price to replace, register, and reprogram Communicators to establish monitoring - words)

Six Thousand Three Hundred Eighteen and 56/100 Dollars

(Total Proposal Price to replace, register, and reprogram Communicators to establish monitoring – numbers)

$6,318.56

Additional Services and Emergency Services, (ex. Post – hurricane cleanup, including all costs associated with equipment, debris removal, and dumping fees:

For invoicing purposes, the hours should be calculated in fifteen (15) minute increments. The Application for Payment form is attached hereto as **Exhibit "B"** and made a part hereof for submission with invoices.

Total **Hourly** Fees for **Repairs, Panic Testing, Additional Services, Security System Services and Emergency Services** - (including equipment costs & dumping fees):

a) Normal working hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays:

$ 87.55 per hour, technician

$ 133.90 per hour, technician plus helper

$ 46.35 per hour, technician helper working alone or additional helper

b) Overtime rate for hours other than the normal working hours as stated above, including holidays:

$____131.33_____$ per hour, technician

$____200.85_____$ per hour, technician plus helper

$_____69.53_____$ per hour, technician helper working alone or additional helper

c) Parts Cost Plus:

Contractor shall be allowed **Fifteen (15%)** of mark up on manufacturer's invoice cost of parts and materials (excluding freight, equipment rental, tax amounts, and services supplied by others). The County shall pay the actual cost of parts and materials, excluding freight, equipment rental, tax amounts, and services supplied by others purchased from the manufacturer, plus fifteen percent (15%), to fulfill the obligations of the Contract. Freight, equipment rental, tax amounts, and services supplied by others shall be reimbursed for amounts charged. A manufacturer's invoice must accompany all requests for payment whether the part is under warranty or not. Freight invoices must accompany all orders that require shipping or transportation of parts, whether the part is under warranty or not.

There shall be no additional charges to the County for travel, mileage, meals, or lodging.

Contractor shall submit proposals for services costing $1,000.00 or more and itemized invoices in writing.

D. Total Compensation to Contractor under this Agreement shall not exceed **One Hundred Twenty-Six Thousand, Five Hundred Twenty-Two ($126,522.00) Dollars** annually, unless pre-approved work requiring additional funds is implemented. Additional services and emergency services shall be performed in accordance with the rates as set forth and described herein, but such work must be pre-approved.

4. Paragraph 5. E. of the Original Agreement and the section titled **MAJOR COMPONENT OR SYSTEM BREAKDOWN**, shown as the last paragraph in Exhibit "A" to the Original Agreement, were the same paragraphs. The Original Agreement is hereby amended to delete Paragraph 5. E. therein and replace it in its entirety with the following paragraph:

E. **Major Component Failure or System Breakdown**
In the event a System Failure or any of its major components or parts need to be replaced or repaired due to a major component failure, system breakdown, or upgrade, the County shall have the option to request from the Contractor only, a proposal/quote for replacement

equipment or parts and all associated installation thereto. Approval of such proposals/quotes shall follow the current Monroe County Purchasing Policy. Only after receiving an amendment, if required by the County's Purchasing Policy, and/or a notice to proceed from the County, shall the Contractor proceed with these additional services as noted herein.

The last paragraph of Exhibit "A", which was denoted as **Major Component Failure or System Breakdown,** is hereby deleted as being redundant of Paragraph 5. E. in the Agreement.

5. Paragraph 14, **NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY,** of the Original Agreement is hereby amended to replace the first paragraph only with the following:

14. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. CONTRACTOR and COUNTY agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination in employment on the basis of race, color, religion, sex or national origin; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of disability; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

All other provisions of Paragraph 14 as set forth in the Original Agreement remain the same.

6. Paragraph 21, **TERMINATION,** of the Original Agreement is hereby amended to delete the current Paragraph 21, F. and replace in its entirety Sub-paragraph F. only of Paragraph 21 with the following paragraph:

F. For Contracts of $1,000,000 or more:

(1) If the County determines that the Contractor/Consultant submitted a false certification under Section 287.135(5), Florida Statutes, the County shall have the option of (1) immediately terminating the Agreement after it has given the Contractor/Consultant written notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 187.135(5)(a), Florida Statutes, or (2) maintaining the Agreement at the County's option, if the conditions of Section 287.135(4), Florida Statutes, are met.

(2) If the Contractor/Consultant has been placed on the Scrutinized Companies with Activities in the Sudan List, or if the Contractor/Consultant has been placed on a list created pursuant to Section 215.473, relating to scrutinized active business operations in Iran, or been engaged in business operations in Cuba or Syria, the County shall have the option of (1) terminating the Agreement, or (2) maintaining the Agreement, at the County's option, if the conditions of Section 287.135(4), Florida Statutes, are met.

All other provisions of Paragraph 21 as set forth in the Original Agreement remain the same.

7. Paragraph 38, **PUBLIC ENTITY CRIME STATEMENT,** of the Original Agreement, is hereby amended to delete the current Paragraph 38, as set forth therein, and replace it in its entirety with the following paragraph:

38. PUBLIC ENTITY CRIME STATEMENT

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

8. Paragraph **44.1**, **Davis-Bacon Act,** of the Original Agreement, is amended to only reflect an updated Davis-Bacon Wage Determination Statement dated January 5, 2024, which is attached hereto as **Exhibit "C - Revised"** and made a part hereof. All other provisions of Paragraph 44.1 remain the same.

9. The heading of Paragraph 44.7, **Compliance with Procurement of Recovered Materials as set forth in 2 C.F.R. §200.322,** of the Original Agreement, is hereby amended to correct the

heading of the current Paragraph 44.7, as set forth therein, and replace the heading it in its entirety to indicate the correct citation and reflect the new heading as **Compliance with Procurement of Recovered Materials as set forth in 2 C.F.R. §200.323,** with the paragraph itself to remain the same.

10. Except as set forth in Paragraphs 1 through 9 of this First Amendment to Agreement, in all other respects, all the terms and conditions of the Original Agreement, dated December 7, 2022, not inconsistent herewith, shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

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

(SEAL)

Attest: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor

Date: 2/21/2024

Witnesses for CONTRACTOR:

_____
Signature

1/16/24 Melissa Seemiller
Date Print Name

_____
Signature

1/16/24 Deborah Globe
Date Print Name

CONTRACTOR: BARNES ALARM SYSTEMS, INC.

_____
Signature of person authorized to legally bind CONTRACTOR

Date: 1/16/24

Chris Globe Vice President
Print Name and Title

Address: 5800 overseas hwy #30
Marathon, FL 33050

Telephone Number
305-743-7334 / 305-294-6753

FILED FOR RECORD
2024 MAR 28 AM 9:12
CLK CIR CT
MONROE COUNTY, FLA

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
_____
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 1/10/2024

EXHIBIT "A – REVISED"

Scope of Work

EXHIBIT "A - REVISED"

SCOPE OF WORK

FIRE ALARM, PANIC ALARM, AND SECURITY SYSTEM ANNUAL CERTIFICATION, MAINTENANCE, REPAIR, AND MONITORING MONROE COUNTY, FLORIDA

Introduction:

The Contractor will provide all labor, supervision, engineering, equipment, parts, tools, transportation, services, accommodations, incidentals, and supplies for Fire Alarm, Panic Alarm, and Security System Annual Certification, Maintenance, Repair, and Monitoring for various buildings located in the Upper, Middle, and Lower Keys, Monroe County, Florida. Work shall be performed in accordance with the Contract Documents, and all documentation shall be provided pursuant to National Fire Protection Association (NFPA) Requirements most current adopted NFPA 25, and schedules as well as keeping the equipment in proper operating condition to protect against unpredictable repair expenditures as well as ensure reliability and efficiency. Note: No oral interpretations will be made by any Contractor/Proposer as to the meaning of referenced NFPA 25 documents.

The Contractor shall include all Fire Alarm maintenance and repairs, testing, annual inspections, and possible expansion of the systems, if required.

The Contractor shall include all Panic Alarm Systems maintenance and repairs, testing, and certification and possible expansion of the systems, if required.

Additional Security System services should include, but are not limited to, electronic door lock system installation and/or repair, horn/strobe installation and/or repair, or any other equipment necessary for safety-related issues, and Closed Circuit Television (CCTV) service. Also, when requested by the County, the Contractor shall advise and recommend, in writing to the County, any needed improvements. Upon approval by the County, Contractor shall invoice the County for such improvements at the fee schedule rates for labor and material markup as specified in the contract.

Listed below are all of the current buildings and devices covered under this contract, hereinafter identified as "**Lists of Equipment.**" More buildings and devices may be added at a later date.

Fire System:

FIRE SYSTEM: BUILDING	LOCATION	CONTROL PANEL	MODEL #
Key West Courthouse	500 Whitehead St., Key West	Simplex	4100
Judicial Workout Room (formerly Juvenile Detention)	502 Whitehead St., Key West	Notifier	SFP-2402
Sheriff Civil Division	500 Whitehead St., Key West	Faraday	Firewatch II
J. Lancelot Lester Building & Records Storage	530 Whitehead St., Key West	Notifier	AFP-200
Freeman Justice Center	310 Fleming Street, Key West	Notified AFP-200	AFP-200
Public Defender's New Office	316 Simonton Street	TBD	TBD
KW Tax Collector (Searstown)	3304 N. Roosevelt Blvd., Key West	Notifier	NFW50X
Supervisor of Elections/Bayshore Office	5200 College Road, Stock Island	Notifier	SFP-10UD
May Hill Russell Library	700 Fleming St., Key West	Notifier	SFP 400B
Gato Building	1100 Simonton Street, Key West	Simplex	4010
Gato Elevator	1100 Simonton Street, Key West	N/A	N/A
Harvey Government Center	1200 Truman Avenue, Key West	Notifier	NFS-320
Bernstein Park	6751 5th Street, Stock Island	Notifier	NFW2-100
Big Pine Key Library	231 Key Deer Blvd., Big Pine Key	Notifier	SFP-2404
Big Pine Key Park	29001 Atlantic, Big Pine Key	EST	Quickstart 3
Big Pine Community Center/Building Dept.	174 Key Deer Blvd, Big Pine Key	Notifier	NFW-50X
Marathon Government Center	2798 Overseas Hwy., Marathon	Faraday	MPC-2000
Marathon Government Annex	490 63rd Street, Marathon	FireLite	MS-10UD
Marathon Detention Facility	3981 Ocean Terrace, Marathon	FireLite	Miniscan 4024
Marathon Sheriff's Hangar	Marathon Airport	Notifier	NFS-320

FIRE SYSTEM: BUILDING	LOCATION	CONTROL PANEL	MODEL #
Marathon DMV/Tax Collector	3015 Overseas Hwy., Marathon	Notifier	NFW 50X
Marathon Courthouse	3117 Overseas Hwy., Marathon	Notifier	NFW2-100
Marathon Library	3490 Overseas Hwy., Marathon	Notifier	NFS320
Marathon Library Elevator - Cellular	3490 Overseas Hwy., Marathon	N/A	N/A
Ruth Ivins Center, Health Dept.	3333 Overseas Hwy., Marathon	Notifier	SFP-5UD
Medical Examiner	56639 Overseas Hwy., Crawl Key	Simplex	4010
Joe London Crawl Key Fire Academy	56633 Overseas Hwy., Marathon	FireLite	MS-9050
Ellis Building	88800 Overseas Highway, Plantation Key	FireLite	MP-24
Plantation Key Courthouse (old location)	88820 Overseas Hwy., Plantation Key	FireLite	MP-24
Islamorada Library	MM 81.5, Islamorada	FireLite	MS-4424b
Murray E. Nelson Governmental and Cultural Center	102050 Overseas Highway, Key Largo	Siemens	FS-250
Roth Building	50 Highpoint Road, Tavernier	Edwards	EST-2
Key Largo Library	101485 Overseas Hwy., Key Largo	FireLite	MS-5UD
MC Fire Station #8	5655 MacDonald Ave., Stock Island	Edwards	VS-1
MC Fire Station # 9	28 Emerald Drive, Big Coppitt	Notifier	SFP-5UD
MC Fire Station # 11	22352 Overseas Hwy., Cudjoe Key	FireLite	EX200
MC Fire Station # 13	390 Key Deer Blvd., Big Pine Key	EST	Quickstart
MC Fire Station # 17	10 S. Conch Ave, Conch Key	Notifier	NFW2-100
MC Fire Station # 22	151 Marine Drive, Tavernier	Notifier	NFW2-100

List of Locations with Equipment and Devices

Building	Manual Stations	Smoke Detect	Duct Detect	Heat Detect	Notification Devices & Circuit	AHU/Fan Interlocks	Elevator Recall System	Elevator Warning Lights	Sprinkler Control Valves	Fire Pump Control	In-line Flow Switch	Door Release
Key West Courthouse	10	11	12	3	40	8	2	5	5	2	1	
Judicial Workout Room (formerly Juvenile Detention)	2	10			3							
Old Detention 2nd Fl. Breakroom - Combined into Judicial Workout System												
J. Lancelot Lester Building, & Records Storage	12	68	8	7	58	7	4		6	1	1	
Freeman Justice Center	21	53	6	22	102	6	18 + 3		7		4	3

Building	Manual Stations	Smoke Detect	Duct Detect	Heat Detect	Notification Devices & Circuit	AHU/Fan Interlocks	Elevator Recall System	Elevator Warning Lights	Sprinkler Control Valves	Fire Pump Control	In-line Flow Switch	Door Release
Public Defender's New Office	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Key West Tax Collector-Searstown	2	7		3	5				2			
Supervisor of Elections/Bayshore Manor	7	37		4	29	2			2		1	
May Hill Russell Library	8	30		4	12							
Gato Building	7	29	18	4	37	1	2					11
Harvey Government Center	8	17	5	3	39	5	5	2	5	3	3	
Bernstein Park	7	32	5		24				3		1	
Big Pine Key Library	4	18	1		8							
Big Pine Key Community Park	6	15		1	10		3					

Building	Manual Stations	Smoke Detect	Duct Detect	Heat Detect	Notification Devices & Circuit	AHU/Fan Interlocks	Elevator Recall System	Elevator Warning Lights	Sprinkler Control Valves	Fire Pump Control	In-line Flow Switch	Door Release
Big Pine Community Center/Building Dept.	3	6			5							
Marathon Government Center	8	45	6		19	3						
Marathon Government Ctr Annex	3	2	4	0	11	4			2		2	
Marathon Detention Facility	1	41			4				6		1	
Marathon Sheriff's Hangar	6	16			10		3					
Marathon DMV/Tax Collector	3	12	1		13				1		1	
Marathon Courthouse	9	14		1	26	5						2

Building	Manual Stations	Smoke Detect	Duct Detect	Heat Detect	Notification Devices & Circuit	AHU/Fan Interlocks	Elevator Recall System	Elevator Warning Lights	Sprinkler Control Valves	Fire Pump Control	In-line Flow Switch	Door Release
Marathon Library	10	12	4	1	35	3	3		3		1	
Ruth Ivins Center	5	8	2		7	2						
Medical Examiner	5	2	10		18	3						1
Joe London Crawl Key Fire Academy	4	10	1	2	11				3		1	
Ellis Building	7	14			6							
Plantation Key Courthouse	8	2			8							
Islamorada Library	6	23			12							
Murray E Nelson	9	9	4	2	55	4	4		2		2	
Roth Building	15	49	6		68	6						
Key Largo Library	2	6	5	1	7	3						
MC Fire Station #8	6	20	2	2	37	3	3		2		1	

Building	Manual Stations	Smoke Detect	Duct Detect	Heat Detect	Notification Devices & Circuit	AHU/Fan Interlocks	Elevator Recall System	Elevator Warning Lights	Sprinkler Control Valves	Fire Pump Control	In-line Flow Switch	Door Release
MC Fire Station # 9	2	6	1	7	4	1						
MC Fire Station # 11	5	14		2	19				1		1	
MC Fire Station # 13	5	22	2	6	27	2	4 +1		2		1	
MC Fire Station #17	6	17	1	2	17	1			1		1	
MC Fire Station # 22	6	15	1	6	20	1						

Panic System:

Bi-Monthly (once every other month) Testing of Panic Alarms shall be performed on a time and material basis. Panic Alarm System Central Station Monthly Monitoring is as follows:

PANIC SYSTEM: **BUILDING**	**LOCATION**	**MANUFACTURER MODEL**
Key West Drug Court	500 Whitehead St., Key West	CH Annex system
Judicial Workout Room (middle) KW Courthouse	500 Whitehead St., Key West	CH Annex system
J. Lancelot Lester Building & Records Storage	530 Whitehead St. Key West	CH Annex system
Freeman Justice Center	302 Fleming Street, Key West	Navarro-Ademco Vista 1 FSB Panel (digital)
Freeman Justice Center Drug Court	302 Fleming Street, Key West	Honeywell 7845 GSMR (cellular)
KW May Hill Russell Library	700 Fleming St., Key West	Honeywell Lynx 5210
Gato Building	1100 Simonton St., Key West	Ademco Honeywell
Gato Building – 2nd floor	1100 Simonton St., Key West	Ademco Honeywell
Stock Island Building Dept.	5503 College Road, Stock Island	Lynx 5210
Big Pine Commissioner District 2	243 Key Deer Blvd., Big Pine Key	Lynx 5210
Big Pine Key Library	Big Pine Key Plaza, Big Pine Key	Lynx 5210
Big Pine Community Center/Building Dept.	174 Key Deer Blvd., Big Pine Key	Honeywell Proa7plus
Marathon Govt. Center	2798 Overseas Hwy., Marathon	Lynx 5210
Marathon Annex 63rd St	490 63rd Street, Marathon	Lynx 5210
Marathon Courthouse	3117 Overseas Hwy., Marathon	Lynx 5210
Marathon Library	3490 Overseas Hwy., Marathon	Lynx 5210
Marathon State Attorney's Office	2975 Overseas Hwy., Marathon	Vista 20P
Medical Examiner	56639 Overseas Hwy., Crawl Key	Simplex 4010

PANIC SYSTEM: BUILDING	LOCATION	MANUFACTURER MODEL
Ellis Building – Property Appraiser	88820 Overseas Hwy., Tavernier	Vista 20P
Plantation Key Courthouse (new)	88770 Overseas Hwy., Tavernier	Pro Series A7Plus
Islamorada Library	MM 81.5, Islamorada	Pro Series A7Plus
Murray E. Nelson Govt. Center	102050 Overseas Hwy., Key Largo	Honeywell 60-578
Key Largo Library	101485 Overseas Hwy., Key Largo	Honeywell Vista 20p
Magnolia Building	300 Magnolia, Key Largo	Vista 20P
Growth Management Ocean Reef	11601 CR 905, Key Largo	Pro Series A7Plus

Camera Locations and Quantity:

Bernstein Park, Stock Island – Qty: 16

Big Pine Key Commissioner District 2 Office, Big Pine Key– Video intercom system

Big Pine Key Community Park, Big Pine Key– Qty: 7

Marathon State Attorney– Qty: 14

Marathon Courthouse– Qty: 19

Marathon Library– Qty: 33

Marathon Medical Examiner– Qty: 16

Supervisor of Elections/Bayshore Manor, Stock Island – Qty: 3

Key West Library – Qty: 11

Freeman Justice Center, Key West – Qty: 29

Scope of Work:

The below Scope of Work includes, but is not limited to the inspections, maintenance, monitoring, service, and replacement of Fire Alarm Systems, Panic Alarm Systems, and other Security Systems, such as electronic door lock systems, horns/strobes, and CCTV systems.

Inspection

A visual inspection of every device in the above "Lists of Equipment" will be performed to ensure that no facility changes have occurred which could affect equipment or system performance based on the original design.

Testing

Every device and control function shown in the "Lists of Equipment" will be physically activated to ensure its functionality as designed and installed. Testing takes into consideration the AHJ (Authority Having Jurisdiction) requirements, local ambient conditions and the manufacturer's recommendations. Contractor will follow NFPA 72 recommended test methods and frequencies as a minimum guideline for system testing. System configuration is verified during inspections and compared to existing records. Complete documentation of testing and a report of any deficiencies will be presented for review before the technician leaves the facility. Audible testing will be conducted during off or non-operational hours and the schedule will be pre-approved by the County.

Smoke Detector Sensitivity

Smoke Detector Sensitivity Testing will be performed in accordance with NFPA 72 using the manufacturer's recommended test methods and a UL(Underwriters Laboratories) approved testing device. Contractor will provide the necessary documentation to satisfy the AHJ. Contractor will provide an analysis of the report along with recommendations for detectors that require cleaning or replacement.

The Contractor shall furnish all labor, supervision, materials, power, tools, equipment, supplies and any other means of construction necessary or proper for performing and completing the Scope of Work, unless otherwise specifically stated.

Perform Monthly Fire and Panic Alarm Monitoring, Annual Fire Alarm Inspections and Bi-Monthly Panic Testing (once every two (2) months).

The Contractor shall respond within four (4) hours of notification of service, twenty-four (24) hours per day, seven (7) days per week. The Contractor shall provide a contact person to ensure twenty-four (24) hour service.

The Owner shall reimburse the Contractor for the manufacturer's invoice cost of all parts and materials (except freight, tax, services supplied by others, and equipment rental), plus fifteen percent (15%), that are used in repair of County owned and maintained fire and alarm systems. Manufacturer's invoice must accompany all requests for payment. All parts and materials shall be of equal or greater quality as compared to the existing parts and materials in use. On all orders that require shipping or transportation of parts or materials whether the part is under warranty or not, freight invoices must accompany requests for payment.

The Contract amount may be adjusted annually in accordance with the percentage change in the U.S. Department of Commerce Consumer Price Index (CPI-U) or three percent (3%), whichever is less, for all Urban Consumers as reported by the U.S. Bureau of Labor Statistics and shall be based upon the CPI-U computation at December 31 of the previous year.

Specifications:

A. FIRE ALARM SYSTEM ANNUAL CERTIFICATION

1. The Contractor shall furnish fire alarm system annual certification and maintenance, (including Calibrated and/or Standard Smoke Detector Sensitivity Testing as required by the National Fire Protection Association); including all necessary labor, equipment, permits, licenses, insurances, travel costs, and all other costs associated.
2. Work shall be performed in accordance with, and all documentation shall be provided pursuant to, National Fire Protection Association Requirements.
3. Fire alarm annual certification, along with all noted deficiencies which may be identified during the course of certification, shall be provided to the office of the Facilities Maintenance, Contract Monitor, 123 Overseas Hwy., Rockland Key, Key West, Florida 33040, within thirty (30) days prior to expiration of respective existing certifications.
4. All identified deficiencies which are detected and identified during the course of the certification process, shall be rendered and submitted, along with all documentation for corrective measures to include cost expenditures required to correct same. All noted deficiencies shall be corrected within thirty (30) days.

   NOTE: When performing annual inspections for some Monroe County facilities, primarily the Courthouses, it may be necessary to schedule inspections before or after normal hours on an overtime basis.

B. FIRE ALARM SYSTEM MONITORING

1. The Contractor shall furnish alarm system monitoring, including all necessary labor, equipment, permits, licenses, insurances, travel costs, and all other costs associated with same to include, but not limited to, the locations indicated on the "Lists of Equipment".
2. Contractor is to provide Total Service Coverage. The Contractor shall have access to a supply of all parts and controls normally necessary for the emergency repairs of all County maintained alarm systems so that such emergency repair will be completed within forty-eight (48) hours of notification by the Owner.
3. Work shall be performed in accordance with, and all documentation shall be provided pursuant to National Fire Protection Association Requirements.

C. FIRE ALARM SYSTEM REPAIR AND MAINTENANCE

1. System Software Updates - Microprocessor based systems will have the software upgraded when required to maintain the listing requirements of the AHJ.

2. Corrective Maintenance - Necessary repairs for deficient or inoperable devices, such as those found during the course of system testing, inspection, or preventative maintenance, or have failed during operation, will be provided. Only original replacement components manufactured by the original equipment manufacturer or other compatible components are used in order to preserve Underwriters Laboratories (U.L.) Listings and meet NFPA requirements.

D. PANIC ALARM SYSTEM CERTIFICATION

1. The Contractor shall furnish panic alarm system annual certification and maintenance, (as required by the National Fire Protection Association); including all necessary labor, equipment, permits, licenses, insurances, travel costs. and all other costs associated.
2. Work shall be performed in accordance with, and all documentation shall be provided pursuant to, National Fire Protection Association Requirements.
3. Alarm Certification, along with all noted deficiencies which may be identified during the course of certification, shall be provided to the office of the Facilities Maintenance Department, 123 Overseas Highway, Rockland Key, Key West, Florida 33040, within thirty (30) days prior to expiration of respective existing certifications.
4. All identified deficiencies, which are detected and identified during the course of the certification process, shall be rendered and submitted, along with all documentation for corrective measures to include cost expenditures required to correct same. All noted deficiencies shall be corrected within thirty (30) days.

E. PANIC ALARM SYSTEM MONITORING

1. The Contractor shall furnish alarm system monitoring, including all necessary labor, equipment, permits, licenses, insurances, travel costs, and all other costs.
2. Work shall be performed in accordance with, and all documentation shall be provided pursuant to, National Fire Protection Association Requirements.
3. Contractor shall also provide a price to replace, register, and reprogram Communicators as necessary for the purpose of establishing monitoring which includes any necessary updates to the County's currently monitored systems.

F. PANIC ALARM TESTING, REPAIR AND MAINTENANCE

1. Contractor shall test all panic alarms Bi-monthly to ensure they working properly. Testing shall include, but not be limited to, battery life, proper communication signal, and overall device function.
2. Work shall be performed in accordance with, and all documentation shall be provided pursuant to, National Fire Protection Association Requirements.
3. All identified deficiencies, which are detected and identified during the course of the testing process, shall be rendered and submitted, along with all documentation for

corrective measures to include cost expenditures required to correct same. All noted deficiencies shall be corrected within thirty (30) days.

G. OTHER SECURITY SYSTEMS REPAIR AND MAINTENANCE

1. The Contractor shall furnish electronic door lock systems, horns/strobes, and CCTV systems, including all necessary labor, equipment, permits, licenses, insurances, travel costs, and all other costs.
2. Work shall be performed in accordance with, and all documentation shall be provided pursuant to, National Fire Protection Association Requirements.
3. All identified deficiencies, which are detected shall be rendered and submitted, along with all documentation for corrective measures to include cost expenditures required to correct same. All noted deficiencies shall be corrected within thirty (30) days.

EXHIBIT "B"

APPLICATION FOR PAYMENT DETAILS

APPLICATION FOR PAYMENT DETAILS

DATE: _____ INVOICE NUMBER: _____

ARRIVAL TIME: _____ DEPARTURE TIME: _____

LOCATION: _____

ROUTINE: _____ REPAIR: _____

PARTS AND MATERIALS COSTS *

ITEM	DESCRIPTION	UNIT PRICE	QUANTITY	SUB-TOTAL
1				
2				
3				
4				
5				

PARTS & MATERIALS SUB-TOTAL $_____

15% INCREASE ON ABOVE PARTS & MATERIALS $_____

SERVICES SUPPLIED BY OTHERS (amount charged to be reimbursed) $_____

FREIGHT CHARGE (amount charged to be reimbursed) $_____

TAX CHARGES (amount charged to be reimbursed) $_____

PARTS & MATERIALS TOTAL **$**_____

LABOR (rounded to 15 minute increments) **AND EQUIPMENT COSTS**

_____Regular HOURS Technician $ _____	SUB-TOTAL	$_____
_____Regular HOURS Technician & Helper $ _____	SUB-TOTAL	$_____
_____Regular HOURS Helper alone or additional Helper $_____	SUB-TOTAL	$_____
_____Overtime HOURS Technician $_____	SUB-TOTAL	$_____
_____Overtime HOURS Technician & Helper $_____	SUB-TOTAL	$_____
_____Overtime HOURS Helper alone or additional Helper $_____	SUB-TOTAL	$_____

LABOR AND EQUIPMENT TOTAL $_____

TOTAL$_____

DESCRIPTION OF WORK:_____

_____ _____

Date Authorized Signature / Title

*Contractor must provide a copy of Invoice/Receipts for manufacturer's cost of parts & materials, freight for transportation/shipping costs, equipment rental amounts, taxes, and services supplied by others.

EXHIBIT "C - REVISED"

DAVIS-BACON WAGES STATEMENT

"General Decision Number: FL20240022 01/05/2024

Superseded General Decision Number: FL20230022

State: Florida

Construction Type: Building

County: Monroe County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024

ELEC0349-003 09/01/2023

	Rates	Fringes
ELECTRICIAN	$ 39.81	14.62

ENGI0487-023 07/01/2023

	Rates	Fringes
OPERATOR: Crane		
All Cranes 75 Tons and below	$ 37.07	14.90
All Cranes Over 300 Ton, Electric Tower, Luffing Boom Cranes	$ 40.40	14.90
Cranes 130-300 Ton	$ 39.38	14.90
Cranes 76 ton to 129 Ton	$ 37.57	14.90

IRON0272-004 10/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING	$ 27.75	15.27

PAIN0365-004 06/01/2021

	Rates	Fringes
PAINTER: Brush Only	$ 20.21	12.38

SFFL0821-001 07/02/2023

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 32.03	22.15

SHEE0032-003 08/12/2023

	Rates	Fringes
SHEETMETAL WORKER (HVAC Duct Installation)	$ 29.10	14.68

SUFL2009-059 05/22/2009

	Rates	Fringes
CARPENTER	$ 15.08 **	5.07
CEMENT MASON/CONCRETE FINISHER	$ 12.45 **	0.00
FENCE ERECTOR	$ 9.94 **	0.00
LABORER: Common or General	$ 8.62 **	0.00
LABORER: Pipelayer	$ 10.45 **	0.00
OPERATOR: Backhoe/Excavator	$ 16.98 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 9.58 **	0.00

OPERATOR: Pump.....$ 11.00 ** 0.00

PAINTER: Roller and Spray.....$ 11.21 ** 0.00

PLUMBER.....$ 12.27 ** 3.33

ROOFER: Built Up,
Composition, Hot Tar and
Single Ply.....$ 14.33 ** 0.00

SHEET METAL WORKER, Excludes
HVAC Duct Installation.....$ 14.41 ** 3.61

TRUCK DRIVER, Includes Dump
and 10 Yard Haul Away.....$ 8.00 ** 0.15

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local),

a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/18/2024

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

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

PRODUCER	CONTACT NAME:	
DORAL ISLES INSURANCE AGENCY, INC. 1200 ANASTASIA AVENUE SUITE 415 CORAL GABLES FL 33134	PHONE (A/C, No, Ext): 305-791-4872	FAX (A/C, No): 305-598-8076
	E-MAIL ADDRESS: diazriskadvisors@gmail.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : ASCENDANT COMMERCIAL INSURANCE INC.	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED
BARNES ALARM SYSTEMS
3201 FLAGLER AVE #503
503
KEY WEST FL 33040

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ $1,000,000.00
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS	Y	Y	CA-65141-0	02/27/2024	02/27/2025	BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Physical Damage	Y		CA-65141-0	02/27/2024	02/27/2025	Deductibles - Named Peril: $1000, Coll: $1,000	

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

APPROVED BY RISK MANAGEMENT
BY
DATE 3.19.24
WAIVER N/A X YES

CERTIFICATE HOLDER

Monroe County Board of County Commissioners
1100 Simonton St
Key West FL 33040-3110

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Gustavo G. Diaz

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/27/2024

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

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

PRODUCER	CONTACT NAME: Certificate Department
El Dorado Insurance Agency, Inc. El Dorado Sec Srvs Ins Agy 3673 Westcenter Drive Houston TX 77042	PHONE (A/C, No, Ext): (713) 521-9251 FAX (A/C, No): (713) 521-0125 E-MAIL ADDRESS: Certificates@eldoradoinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Crum & Forster Specialty Insurance Co.	44520
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Barnes Alarm Systems, Inc.
3201 Flagler Avenue, Suite 503
Key West FL 33040

COVERAGES **CERTIFICATE NUMBER:** BLANKET AI (02/24) **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			GLO-103738	3/1/2024	3/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

APPROVED BY RISK MANAGEMENT
BY
DATE
WAIVER N/A X YES

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
R.L. Ring, Jr./LILY

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THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

March 19, 2024

Monroe County Board of Commissioners
1100 SIMONTON ST
KEY WEST FL 33040

Account Information:

Policy Holder Details :	**BARNES ALARM SYSTEMS INC**

Contact Us

Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/19/2024

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

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

PRODUCER	CONTACT NAME:	
PAYCHEX INSURANCE AGENCY INC 76210754 225 KENNETH DR STE 110 ROCHESTER NY 14623	PHONE (A/C, No, Ext): (800) 472-0072	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Twin City Fire Insurance Company	29459
INSURED BARNES ALARM SYSTEMS INC 3201 FLAGLER AVE STE 503 KEY WEST FL 33040-4693	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR						EACH OCCURRENCE	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:						GENERAL AGGREGATE	
							PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / EXCESS LIAB: OCCUR / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A		76 WEG AC7618	02/17/2024	02/17/2025	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE -EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

APPROVED BY RISK MANAGEMENT
BY JPeoutt
DATE 3.25.24
WAIVER N/A X YES

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER	CANCELLATION
Monroe County Board of Commissioners 1100 SIMONTON ST KEY WEST FL 33040	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Susan L. Castaneda

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Kevin Madok, CPA

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

DATE: December 22, 2022

TO: Alice Steryou
Contract Monitor

FROM: Pamela G. Hancock, D.C.

SUBJECT: December 7th BOCC Meeting

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

S5 Agreement with Barnes Alarm Systems, Inc. for Fire and Panic Alarm and Security System Maintenance, Repair, Monitoring and Inspection Services. This contract is paid from Funds 001, 101 and 147.

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

cc: County Attorney
Finance
File

AGREEMENT

FOR

FIRE ALARM, PANIC ALARM, AND SECURITY SYSTEM ANNUAL CERTIFICATION, MAINTENANCE, REPAIR, AND MONITORING MONROE COUNTY, FLORIDA

This Agreement is made and entered into this 7th day of December, 2022, between **MONROE COUNTY, FLORIDA** ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, and **BARNES ALARM SYSTEMS, INC.,** a *Florida Corporation*, authorized to do business in the State of Florida, ("CONTRACTOR"), whose principal address is 3201 Flagler Ave., Suite 503, Key West, Florida 33040, but whose mailing address for purposes of this Agreement is 5800 Overseas Highway, No. 30, Marathon, Florida 33050.

WHEREAS, COUNTY desires to contract for the performance of the work or services described in Exhibit "A"; and

WHEREAS, CONTRACTOR desires to and is able to perform the work or services described in the attached Exhibit "A"; and

WHEREAS, it serves a legitimate public purpose for CONTRACTOR to perform the work or services described in attached Exhibit "A" for Monroe County;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

1. THE AGREEMENT

The Agreement consists of this document, the Request for Proposals ("RFP") documents, exhibits, and any addenda only.

2. SCOPE OF WORK

The Scope of Work shall include, but not be limited to, all work and / or services shown and listed in **Exhibit "A",** which is attached hereto and made a part hereof. The Contractor is required to provide a complete job as contemplated by this Scope of Work. The Contractor shall furnish all labor, supervision, materials, power, tools, equipment, supplies, permits, if any are necessary, and any other means of construction or work necessary or proper for performing and completing the Scope of Work, unless otherwise specifically stated, or as amended throughout the term of this Agreement. The Contractor shall be responsible for the scheduling of services required per the Scope of Work, so as each task is satisfactorily completed.

3. PERSONNEL

Communication between the County Representative and the Contractor's personnel is very important. Therefore, the Contractor must assure that at least one (1) of its personnel per site and/or location can communicate well in the English language with the County Representative. Any employee hired by the Contractor will be the Contractor's employee and in no way has any association with the County. The Contractor shall insure that its employees are trained in all appropriate safety regulations, including but not limited to, OSHA regulations, DEP regulations, and all other applicable local, State, and Federal regulations.

The Contractor shall be available twenty-four (24) hours per day, three hundred sixty-five (365) days per year. The Contractor shall be at the site of an alarm malfunction within four (4) hours of verbal, email, or text notification by the County. The Contractor shall provide an after-hours contact person and phone number. The County, upon award of the contract, shall provide a contact person and phone number for building and equipment access.

Uniforms are preferred for Contractor's personnel; however, photo identification cards are required, which shall clearly identify personnel as employees of the Contractor. This requirement shall apply upon entering County property and at all times while on duty.

4. BACKGROUND CHECKS / FINGERPRINTING

Contractor employees must consent to Level One background checks and the results are to be provided to the County within thirty (30) days of award of the contract. The County reserves the right to refuse personnel based on results of the background check. The County reserves the right to demand of the Contractor replacement of an employee for the Contractor if a conflict or problem with that employee should arise. The County's Facilities Maintenance Director or his designee shall have the right to require any employee(s) of the Contractor to be permanently removed from any County facility serviced by the Contractor whenever it appears to be in the best interest of the County. It is the responsibility of the Contractor to inform the Facilities Maintenance Director or his designee of all new hires and the results of the background check. The Contractor will be responsible for the supervision, hiring and firing of their own employees, and shall be solely responsible for the pay, worker's compensation insurance, and benefits.

Some work will be conducted at secure facilities, including, but not limited to law enforcement and fire rescue. Background checks, including at a minimum:

A. Warrants check;
B. Fingerprints;
C. Local Records check;
D. Prior employment check; and
E. Criminal History check

are required of Contractor's personnel that will enter Monroe County Sheriff's Office ("MCSO") facilities. Background checks on such personnel will be conducted by the MCSO.

MCSO may prohibit entry to, or remove from, any secure facility any Contractor employee who, in the judgment of MCSO, poses a risk to the security or good order of the facility. Thereafter, MCSO and the Contractor will immediately discuss resolution of the problem. If the problem is not resolved to the satisfaction of the MCSO, the employee shall not be permitted to return to any facility operated by the MCSO. Contractor will promptly replace the employee at no additional cost to County.

Contractor further agrees to notify County immediately upon becoming aware that one of its employees or subcontractor's employees, who previously completed the background check is subsequently arrested or convicted of any crime. Failure by Contractor to notify County of such arrest or conviction within forty-eight (48) hours of being put on notice by the employee/subcontractor and/or within five (5) days of its occurrence shall constitute grounds for immediate termination of this contract by County. The parties further agree that failure by Contractor to perform any of the duties described in this paragraph shall constitute a material breach of the contract entitling County to terminate this contract immediately with no further responsibility to make payment or perform any other duties described herein.

5. CONTRACT SUM AND PAYMENTS TO CONTRACTOR

A. Monroe County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners ("BOCC"). County shall pay in accordance with the Florida Local Government Prompt Payment Act and Monroe County Code; payment will be made after delivery and inspection by County and upon submission of a proper invoice by Contractor.

B. Contractor shall submit to County invoices with supporting documentation acceptable to the Clerk. The Monthly costs shall include the Fire and Panic Monthly Monitoring. Such invoices shall be submitted monthly in arrears. The Bi-Monthly (once every 2 months) Testing of Panic Alarms shall be performed on a time and material basis and invoiced upon completion. The Annual Fire Alarm Inspections shall be per location and invoiced upon completion with supporting reports. Contractor shall submit to County invoices no later than twenty-five (25) days after inspections/repairs with supporting documentation acceptable to the Clerk. If any major deficiencies are found, the County must be notified in writing within forty-eight (48) hours, otherwise reports must be submitted within fifteen (15) days of inspection date. Contractor shall submit to the County repair invoices with supporting documentation acceptable to the Clerk, at completion by the Contractor of the repair and said work approved by an appropriate County representative, to be paid at the earliest date possible following completion of the repair. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules, and regulations as may govern the Clerk's disbursal of funds. Monroe County's Fiscal Year is October 1st through September 30th. All outstanding invoices must be submitted for payment within ten (10) days of the end of the Fiscal Year to avoid non-payment for those services.

C. The cost of labor used by the Contractor to fulfill the obligation of the Contract will be included in the following amounts of:

FIRE ALARM SYSTEMS AND LOCATIONS

FIRE SYSTEM: BUILDING	LOCATION	CONTROL PANEL	MODEL #	ANNUAL INSPECTION AMOUNT (including any possible overtime)	MONTHLY MONITOR AMOUNT
Key West Courthouse	500 Whitehead St., Key West	Simplex	4100	$ 1,013.17	$ 43.26
Judicial Workout Room (formerly Juvenile Detention)	502 Whitehead St., Key West	Notifier	SFP-2402	$ 283.30	$ 43.26
Sheriff Civil Division	500 Whitehead St., Key West	Faraday	Firewatch II	$ 283.30	$ 43.26
J. Lancelot Lester Building & Records Storage	530 Whitehead St., Key West	Notifier	AFP-200	$ 1,985.27	$ 43.26
Freeman Justice Center	310 Fleming Street, Key West	Notified AFP-200	AFP-200	$ 802.34	$ 43.26
KW Tax Collector (Searstown)	3304 N. Roosevelt Blvd., Key West	Notifier	NFW50X	$ 445.50	$ 43.26
Bayshore Manor	5200 College Road, Stock Island	Notifier	SFP-10UD	$ 526.60	$ 43.26
May Hill Russell Library	700 Fleming St., Key West	Notifier	SFP 400B	$ 364.40	$ 43.26
Gato Building	1100 Simonton Street, Key West	Simplex	4010	$ 688.79	$ 43.26
Gato Elevator	1100 Simonton Street, Key West			$ 0	$ 27.04
Harvey Government Center	1200 Truman Avenue, Key West	Notifier	NFS-320	$ 1,013.17	$ 43.26
Big Pine Key Library	231 Key Deer Blvd., Big Pine Key	Notifier	SFP-2404	$ 445.50	$ 43.26
Big Pine Key Park	29001 Atlantic, Big Pine Key	EST	Quickstart 3	$ 688.79	$ 43.26
Marathon Government Center	2798 Overseas Hwy., Marathon	Faraday	MPC-2000	$ 1,013.17	$ 43.26
Marathon Government Annex	490 63rd Street, Marathon	FireLite	MS-10UD	$ 526.60	$ 43.26
Marathon Detention Facility	3981 Ocean Terrace, Marathon	FireLite	Miniscan 4024	$ 526.60	$ 43.26
Marathon Sheriff's Hangar	Marathon Airport	Notifier	NFS-320	$ 526.60	$ 43.26
Marathon DMV/Tax Collector	3015 Overseas Hwy., Marathon	Notifier	NFW 50X	$ 445.50	$ 43.26

FIRE SYSTEM: BUILDING	LOCATION	CONTROL PANEL	MODEL #	ANNUAL INSPECTION AMOUNT (including any possible overtime)	MONTHLY MONITOR AMOUNT
Marathon Courthouse	3117 Overseas Hwy., Marathon	Notifier	NFW2-100	$ 607.69	$ 43.26
Marathon Library	3490 Overseas Hwy., Marathon	Notifier	NFS320	$ 526.60	$ 43.26
Ruth Ivins Center, Health Dept.	3333 Overseas Hwy., Marathon	Notifier	SFP-5UD	$ 526.60	$ 43.26
Medical Examiner	56639 Overseas Hwy., Crawl Key	Simplex	4010	$ 607.69	$ 43.26
Ellis Building	88800 Overseas Highway, Plantation Key	FireLite	MP-24	$ 688.79	$ 43.26
Plantation Key Courthouse (old location)	53 Highpoint Road, Plantation Key	FireLite	MP-24	$ 1,013.17	$ 43.26
Islamorada Library	MM 81.5, Islamorada	FireLite	MS-4424b	$ 688.79	$ 43.26
Murray E. Nelson Governmental and Cultural Center	102050 Overseas Highway, Key Largo	Siemens	FS-250	$ 1,336.28	$ 43.26
Roth Building	50 Highpoint Road, Tavernier	Edwards	EST-2	$ 1,013.17	$ 43.26
MC Fire Station # 9	28 Emerald Drive, Big Coppitt	Notifier	SFP-5UD	$ 364.40	$ 43.26
MC Fire Station # 11	22352 Overseas Hwy., Cudjoe Key	FireLite	EX200	$ 567.20	$ 43.26
MC Fire Station # 13	390 Key Deer Blvd., Big Pine Key	EST	Quickstart	$ 567.20	$ 43.26
MC Fire Station # 22	151 Marine Drive, Tavernier	Notifier	NFW2-100	$ 688.79	$ 43.26
Key Largo Library	101485 Overseas Highway, Tradewinds Shopping Plaza	FireLite	MS-5UD	$ 688.79	$ 43.26
MC Fire Station # 17	10 S. Conch Ave, Conch Key	Notifier	NFW2-100	$ 527.63	$ 43.26
MC Fire Station #8	5655 MacDonald Ave., Stock Island	Edwards	VS-1	$ 283.30	$ 43.26
Joe London Crawl Key Fire Academy	56633 Overseas Hwy., Marathon	FireLite	MS-9050	$ 527.63	$ 43.26
Bernstein Park	6751 5th Street, Stock Island	Notifier	NFW2-100	$ 835.86	$ 43.26

Building	Manual Stations	Smoke Detect	Duct Detect	Heat Detect	Notification Devices & Circuit	AHU/Fan Interlocks	Elevator Recall System	Elevator Warning Lights	Sprinkler Control Valves	Fire Pump Control	In-line Flow Switch	Door Release
Key West Courthouse	10	11	12	3	40	8	2	5	5	2	1	
Judicial Workout Room (formerly Juvenile Detention)	2	10			3							
Old Detention 2nd Floor Breakroom – Combined into Judicial Workout System												
J. Lancelot Lester Building, & Records Storage	12	68	8	7	58	7	4		6	1	1	
Freeman Justice Center	21	53	6	22	102	6	18 + 3		7		4	3
Key West Tax Collector-Searstown	2	7		3	5				2			
Bayshore Manor	7	37		4	29	2			2		1	
May Hill Russell Library	8	30		4	12							

Building	Manual Stations	Smoke Detect	Duct Detect	Heat Detect	Notification Devices & Circuit	AHU/Fan Interlocks	Elevator Recall System	Elevator Warning Lights	Sprinkler Control Valves	Fire Pump Control	In-line Flow Switch	Door Release
Gato Building	7	29	18	4	37	1	2					11
Harvey Government Center	8	17	5	3	39	5	5	2	5	3	3	
Big Pine Key Library	4	18	1		8							
Big Pine Key Community Park	6	15		1	10		3					
Marathon Government Center	8	45	6		19	3						
Marathon Government Ctr Annex	3	2	4	0	11	4			2		2	
Marathon Detention Facility	1	41			4				6		1	
Marathon Sheriff's Hangar	6	16			10		3					
Marathon DMV/Tax Collector	3	12	1		13				1		1	
Marathon Courthouse	9	14		1	26	5						2

Building	Manual Stations	Smoke Detect	Duct Detect	Heat Detect	Notification Devices & Circuit	AHU/Fan Interlocks	Elevator Recall System	Elevator Warning Lights	Sprinkler Control Valves	Fire Pump Control	In-line Flow Switch	Door Release
Marathon Library	10	12	4	1	35	3	3		3		1	
Ruth Ivins Center	5	8	2		7	2						
Medical Examiner	5	2	10		18	3						1
Ellis Building	7	14			6							
Plantation Key Courthouse	8	2			8							
Islamorada Library	6	23			12							
Murray E. Nelson Govt Ctr	9	9	4	2	55	4	4		2		2	
Roth Building	15	49	6		68	6						
BCK FS # 9	2	6	1	7	4	1						
Cudjoe FS # 11	5	14		2	19				1		1	
BPK FS # 13	5	22	2	6	27	2	4 +1		2		1	
Tavernier FS # 22	6	15	1	6	20	1						
Key Largo Library	2	6	5	1	7	3						

Building	Manual Stations	Smoke Detect	Duct Detect	Heat Detect	Notification Devices & Circuit	AHU/Fan Interlocks	Elevator Recall System	Elevator Warning Lights	Sprinkler Control Valves	Fire Pump Control	In-line Flow Switch	Door Release
Conch Key FS #17	6	17	1	2	17	1			1		1	
Stock Island FS #8	6	20	2	2	37	3	3		2		1	
Joe London Crawl Key Fire Academy	4	10	1	2	11				3		1	
Bernstein Park	7	32	5		24				3		1	

Bi-Monthly (once every other month) Testing of Panic Alarms shall be performed on a time and material basis. Panic Alarm System Central Station Monthly Monitoring is as follows:

PANIC SYSTEM: **BUILDING**	**LOCATION**	**MANUFACTURER** **MODEL #**	**MONTHLY MONITOR AMOUNT**
Key West Courthouse Annex	502 Whitehead St., Key West	CADDX	$ 27.04
Judicial Workout Room (middle) KW Courthouse	502 Whitehead St., Key West	CH Annex system	$ 27.04
J. Lancelot Lester Building & Records Storage	530 Whitehead St. Key West	CH Annex system	$ 27.04
J. Lancelot Lester Building - District 3 Commissioner	530 Whitehead St. Key West	CH Annex system	$ 27.04
Old Courthouse - District 1 Commissioner	500 Whitehead St., Key West	CH Annex system	$ 27.04
Old Courthouse – Traffic/Fines	500 Whitehead St., Key West	CH Annex system	$ 27.04
Freeman Justice Center	302 Fleming Street, Key West	Navarro-Ademco Vista 128 FSB Panel (digital)	$ 27.04
Freeman Justice Center	302 Fleming Street, Key West	Honeywell 7845 GSMR (cellular)	$ 27.04
Gato Building – Social Services	1100 Simonton St., Key West	Ademco Honeywell	$ 27.04
Gato Building – 2nd floor	1100 Simonton St., Key West	Ademco Honeywell	$ 27.04
Marathon Govt. Center	2798 Overseas Hwy., Marathon	Lynx 5210	$ 27.04
Marathon Annex 63rd St	490 63rd Street, Marathon	Lynx 5210	$ 27.04
Medical Examiner	56639 Overseas Hwy., Crawl Key	Simplex Grinnel 4010 FACP	$ 27.04

PANIC SYSTEM: **BUILDING**	**LOCATION**	**MANUFACTURER** **MODEL #**	**MONTHLY MONITOR AMOUNT**
Ellis Building - Supervisor of Elections	88820 Overseas Hwy., Tavernier	CADDX NX-6	$ 27.04
Ellis Building - Traffic	88820 Overseas Hwy., Tavernier	CADDX NX 6	$ 27.04
Ellis Building - Social Services	88820 Overseas Hwy., Tavernier	CADDX NX 6	$ 27.04
Ellis Building - Planning	88800 Overseas Hwy., Tavernier	CADDX NX 6E	$ 27.04
Murray E. Nelson Govt. Center	102050 Overseas Hwy., Key Largo	Honeywell 60-578	$ 27.04
Spottswood Station	88770 Overseas Hwy., Tavernier	Honeywell 5802-WXT(Digital)	$ 27.04
Spottswood Building	88770 Overseas Hwy., Tavernier	Honeywell 5802-WXT(Cellular)	$ 27.04
Magnolia Building	300 Magnolia, Key Largo	Vista 20P	$ 27.04
Ellis Building-Property Appraiser	88770 Overseas Hwy., Tavernier	Vista 20P	$ 27.04
Growth Management Ocean Reef	11601 CR 905, Key Largo	Pro Series A7Plus	$ 27.04
MC Commissioner District 2	Big Pine Key Plaza, Big Pine Key	Lynx 5210	$ 27.04
Key West Building Dept	Stock Island, Key West	Lynx 5210	$ 27.04
Marathon State Attorney Office	Marathon	Vista 20P	$ 27.04
PK Courthouse (new)	Islamorada	Pro Series A7Plus	$ 27.04
Islamorada Library	MM 81.5, Islamorada	Pro Series A7Plus	$ 27.04
Big Pine Key Library	Big Pine Key Plaza, Big Pine Key	Lynx 5210	$ 27.04

PANIC SYSTEM: BUILDING	LOCATION	MANUFACTURER MODEL #	MONTHLY MONITOR AMOUNT
Marathon Courthouse	3117 Overseas Hwy., Marathon	Lynx 5210	$ 27.04
Marathon Library	3490 Overseas Hwy., Marathon	Lynx 5210	$ 27.04

The tables provided represent the most current information from the County regarding its buildings and their systems and may contain errors. By submitting a proposal, the Contractor agrees that they have verified the existing systems and condition.

The Total Annual (12 Months), Monthly Monitoring and Annual Inspections shall be furnished below in words and numbers. If there is an inconsistency between the two, the Proposal in words shall control.

Fifty-two Thousand Eight Hundred Thirty-nine and 70/100 Dollars.

(Grand Total Annual (12 Months), Monthly Monitoring and Annual Inspections Proposal- words)

$ 52,839.70

(Grand Total Annual (12 Months), Monthly Monitoring and Annual Inspections Proposal – numbers)

The above annual total amount is comprised of the following:

Total Fire Alarm **Annual** Inspections $23,638.18

Total Fire Alarm **Monthly** Monitoring $1,541.14 X 12

Total Panic Alarm **Monthly** Monitoring $ 892.32 X 12

Contractor shall also provide a price and brief description of services required to replace, register, and reprogram Communicators as necessary for the purpose of establishing monitoring by proposer which includes any necessary updates to the County's currently monitored systems.

For properties requiring upgraded communicators, billing will be done as follows: hourly rate times the time onsite and materials cost with 15% increase. 17 Properties, 1.5 hr. + $240.35 each.

The Total Proposal Price to replace, register, and reprogram Communicators to establish monitoring. Proposal shall be furnished below in words and numbers. If there is an inconsistency between the two, the Proposal in words shall control.

(Total Proposal Price to replace, register, and reprogram Communicators to establish monitoring - words)

Six Thousand Two Hundred Fifty-three and 45/100 Dollars

(Total Proposal Price to replace, register, and reprogram Communicators to establish monitoring – numbers)

$6,253.45

Additional Services and Emergency Services, (ex. Post – hurricane cleanup, including all costs associated with equipment, debris removal, and dumping fees:

For invoicing purposes, the hours should be calculated in fifteen (15) minute increments. The Application for Payment form is attached hereto as **Exhibit "B"** and made a part hereof for submission with invoices.

Total **Hourly** Fees for **Repairs, Panic Testing, Additional Services, Security System Services and Emergency Services** - (including equipment costs & dumping fees):

a) Normal working hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays:

$ 85.00 per hour, technician

$ 130.00 per hour, technician plus helper

$ 45.00 per hour, technician helper working alone or additional helper

b) Overtime rate for hours other than the normal working hours as stated above, including holidays:

$ 127.50 per hour, technician

$ 195.00 per hour, technician plus helper

$ 67.50 per hour, technician helper working alone or additional helper

c) Parts Cost Plus:

Contractor shall be allowed **Fifteen** (**15%)** of mark up on manufacturer's invoice cost of parts and materials (excluding freight, equipment rental, tax amounts, and services supplied by others). The County shall pay the actual cost of parts and materials, excluding freight, equipment rental, tax amounts, and services supplied by others purchased from the

manufacturer, plus fifteen percent (15%), to fulfill the obligations of the Contract. Freight, equipment rental, tax amounts, and services supplied by others shall be reimbursed for amounts charged. A manufacturer's invoice must accompany all requests for payment whether the part is under warranty or not. Freight invoices must accompany all orders that require shipping or transportation of parts, whether the part is under warranty or not.

There shall be no additional charges to the County for travel, mileage, meals, or lodging.

Contractor shall submit proposals for services costing $1,000.00 or more and itemized invoices in writing.

D. Total Compensation to Contractor under this Agreement shall not exceed **One Hundred Eighteen Thousand Eight Hundred ($118,800.00) Dollars** annually, unless pre-approved work requiring additional funds is implemented. Additional services and emergency services shall be performed in accordance with the rates as set forth and described herein, but such work must be pre-approved.

E. In the event of a major component failure, system breakdown, maintenance service or other repairs, not contemplated herein as set forth on Exhibit "A", the County shall have the option to request from the Contractor only, a proposal/quote for the additional work in an amount that could exceed Five Thousand and 00/100 ($5,000.00) Dollars. Any proposal over Five Thousand and 00/100 ($5,000) Dollars, up to and including Ten Thousand and 00/100 ($10,000.00) Dollars, must be approved and signed by the Division Director and/or the County Administrator. Any proposal over Ten Thousand and 00/100 ($10,000.00) Dollars, up to and including Forty-nine Thousand Nine Hundred Ninety-nine and 99/100 ($49,999.99) Dollars, must be approved and signed by the Division Director and the County Administrator.

6. TERM OF AGREEMENT

This two (2) year Agreement shall commence on December 13, 2022, and ends upon December 12, 2024, unless terminated earlier under paragraph 21 of this Agreement.

The County shall have the option to renew this Agreement for up to an additional three (3) one-year periods on terms and conditions mutually agreeable to the parties, exercisable upon written notice given at least thirty (30) days prior to the end of the initial term. Unless the context clearly indicates otherwise, references to the "term" of this Agreement shall mean the initial term of two (2) years. The County is not required to state a reason if it elects not to renew.

The Contract amount may be adjusted annually in accordance with the percentage change in the U.S. Department of Commerce Consumer Price Index (CPI-U) or 3%, whichever is less, for all Urban Consumers as reported by the U.S. Bureau of Labor Statistics and shall be based upon the CPI-U computation or 3%, whichever is less, at December 31 of the previous year.

7. LICENSES

Contractor has, and shall maintain throughout the term of this Agreement, appropriate licenses. Proof of such licenses shall be submitted to the County upon execution of this Agreement and annually thereafter or upon any renewal.

8. MAINTENANCE OF RECORDS

Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of seven (7) years from the termination of this Agreement or five (5) years from the submission of the final expenditure report as per 2 CFR §200.33, if applicable, whichever is greater. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for seven (7) years following the termination of this Agreement.

9. RIGHT TO AUDIT

Availability of Records. The records of the parties to this Agreement relating to the Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by County or the Monroe County Office of the Clerk of Court and Comptroller (hereinafter referred to as "County Clerk") to substantiate charges related to this agreement, and all other agreements, sources of information and matters that may in County's or the County Clerk's reasonable judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document (all foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction by County's representative and/or agents or the County Clerk. County or County Clerk may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, Subcontractors, suppliers, and contractors representatives. All records shall be kept for ten (10) years after Final Completion of the Project. The County Clerk possesses the independent authority to conduct an audit of Records, assets, and activities relating to this Project. If any auditor employed by Monroe County or County Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement or were wrongfully retained by the Contractor, the Contractor shall repay the monies together with interest calculated pursuant to Section 55.03, Fla. Stat., running from the date the monies were paid to Contractor. The *right to audit* provisions survive the termination of expiration of this Agreement.

10. PUBLIC RECORDS COMPLIANCE

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

The Contractor is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to Fla. Stat., Sec. 119.0701 and the terms and conditions of this contract, the Contractor is required to:

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

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

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

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

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

If the Contractor does not comply with the County's request for records, the County shall enforce the public records contract provisions in accordance with the contract,

notwithstanding the County's option and right to unilaterally cancel this contract upon violation of this provision by the Contractor. A Contractor who fails to provide the public records to the County or pursuant to a valid public records request within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRIAN BRADLEY AT PHONE NO. 305-292-3470, BRADLEY-BRIAN@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY'S OFFICE, 1111 12TH STREET, SUITE 408, KEY WEST, FL 33040.

11. HOLD HARMLESS, INDEMNIFICATION, DEFENSE, AND INSURANCE

Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, Contractor shall defend, indemnify, and hold the County and the County's elected and appointed officers and employees harmless from and against (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of Contractor or any of its employees, agents, contractors, or other invitees during the term of this Agreement, (B) the negligence, recklessness, intentional wrongful misconduct, errors or other wrongful act or omission of Contractor or any of its employees, agents, sub-contractors, or other invitees, or (C) Contractor's default in respect of any of the obligations that it undertakes under the terms of this Agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of the County or any of its employees, agents, contractors, or invitees (other than Contractor). The monetary limitation of liability under this Agreement shall be equal to the dollar value of the contract and not less than $1 million per occurrence pursuant to Section 725.06, Florida Statutes. The limits of liability shall be as set forth in the insurance requirements included in this paragraph. Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this Agreement, this section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor s failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay. Should any claims be asserted against the County by virtue of any deficiency or ambiguity in the plans and specifications provided by the Contractor, the Contractor agrees and warrants that the Contractor shall hold the County harmless and shall

indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement. Failure of Contractor to comply with the requirements of this section shall be cause for immediate termination of this Agreement.

Prior to execution of this agreement, CONTRACTOR shall furnish the COUNTY Certificates of Insurance indicating the minimum coverage limitations in the following amounts:

WORKERS COMPENSATION AND EMPLOYER'S LIABILTIY INSURANCE. Where applicable, coverage to apply for all employees at a minimum statutory limits as required by Florida Law, and Employee's Liability coverage in the amount of $500,000.00 bodily injury by accident, $500,000.00 bodily injury by disease, policy limits, and $500,000.00 bodily injury by disease, each employee.

COMPREHENSIVE AUTOMOBILE VEHICLE LIABILITY INSURANCE. Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than *$300,000.00* per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. If single limits are provided, the minimum acceptable limits are *$200,000.00* per person, *$300,000.00* per occurrence, and *$200,000.00* property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

COMMERCIAL GENERAL LIABILITY. Commercial general liability coverage with limits of liability of not less than *$500,000.00* per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

CERTIFICATES OF INSURANCE. Original Certificates of Insurance shall be provided to the County at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the County before any policy or coverage is canceled or restricted. The underwriter of such insurance shall be qualified to do business in the State of Florida. If requested by the County Administrator, the insurance coverage shall be primary insurance with respect to the County, its officials, employees, agents, and volunteers.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS 1100 SIMONTON STREET, KEY WEST, FLORIDA 33040, MUST BE NAMED AS CERTIFICATE HOLDER AND ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKER'S COMPENSATION.

12. NON-WAIVER OF IMMUNITY

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

13. INDEPENDENT CONTRACTOR

At all times and for all purposes under this Agreement, Contractor is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this Agreement shall be construed so as to find Contractor or any of its employees, subcontractors, servants, or agents to be employees of the Board of County Commissioners of Monroe County.

14. NONDISCRIMINATION/ EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. CONTRACTOR and COUNTY agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

During the performance of this Agreement, the CONTRACTOR, in accordance with *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C, agrees as follows:

1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual

orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this

contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

15. ASSIGNMENT/SUBCONTRACT

Contractor shall not assign or subcontract its obligations under this Agreement to others, except in writing and with the prior written approval of the Board of County Commissioners of Monroe County, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this Agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any additional obligation upon the Board.

16. COMPLIANCE WITH LAW AND LICENSE REQUIREMENTS

In providing all services/goods pursuant to this Agreement, Contractor shall abide by all laws of the Federal and State government, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Compliance with all laws includes, but is not limited to, the immigration laws of the Federal and State government. Any violation of said statutes, ordinances, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the Board to terminate this Agreement. Contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this Agreement.

17. DISCLOSURE AND CONFLICT OF INTEREST

Contractor represents that it, its directors, principals and employees, presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required by this contract, as provided in Sec.

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

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

18. NO PLEDGE OF CREDIT

Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this contract.

19. NOTICE REQUIREMENT

All written correspondence to the COUNTY shall be dated and signed by an authorized representative of the COTRACTOR. Any written notices or correspondence required or permitted under this Agreement shall be sent by United States Mail, certified, return receipt requested, postage pre-paid, or by courier with proof of delivery. The place of giving Notice shall remain the same as set forth herein until changed in writing in the manner provided in this paragraph. Notice is deemed received by CONTRACTOR when hand delivered by national courier with proof of delivery or by U.S. Mail upon verified receipt or upon the date of refusal or non-acceptance of delivery. Notice shall be sent to the following persons:

FOR COUNTY:

Monroe County
Facilities Maintenance Department
123 Overseas Hwy., Rockland Key
Key West, FL 33040

and

Monroe County Attorney
1111 12th Street, Suite 408
Key West, FL 33040

FOR CONTRACTOR:

Chris Globe, Barnes Alarm Systems, Inc
5800 Overseas Highway # 30
Marathon, Florida 33050
(305) 743-7334

20. TAXES

County is exempt from payment of Florida State Sales and Use taxes. Contractor shall not be exempted by virtue of the County's exemption from paying sales tax to its suppliers for materials used to fulfill its obligations under this contract, nor is Contractor authorized to use the County's Tax Exemption Number in securing such materials. Contractor shall be responsible for any and all taxes, or payments of withholding, related to services rendered under this Agreement.

21. TERMINATION

A. In the event that the CONTRACTOR shall be found to be negligent in any aspect of service, the COUNTY shall have the right to terminate this Agreement after five (5) days' written notification to the CONTRACTOR.

B. Either of the parties hereto may cancel this Agreement without cause by giving the other party ninety (90) days' written notice of its intention to do so.

C. Termination for Cause and Remedies: In the event of breach of any contract terms, the COUNTY retains the right to terminate this Agreement. The COUNTY may also terminate this Agreement for cause with CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, prior to termination, the COUNTY shall provide CONTRACTOR with five (5) calendar days' written notice and provide the CONTRACTOR with an opportunity to cure the breach that has occurred. If the breach is not cured, the Agreement will be terminated for cause. If the COUNTY terminates this Agreement with the CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due the CONTRACTOR under this Agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract; however, the COUNTY reserves the right to assert and seek an offset for damages caused by the breach. The maximum amount due to CONTRACTOR shall not in any event exceed the spending cap in this Agreement. In addition, the COUNTY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract and including the right to pursue a claim for violation of the COUNTY's False Claims Ordinance, located at Section 2-721 et al. of the Monroe County Code.

D. Termination for Convenience: The COUNTY may terminate this Agreement for convenience, at any time, upon ninety (90) days' written notice to CONTRACTOR. If the COUNTY terminates this Agreement with the CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due the CONTRACTOR under this Agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract. The maximum amount due to CONTRACTOR shall not exceed the spending cap in this Agreement.

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

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

22. GOVERNING LAW, VENUE, AND INTERPRETATION

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to Agreements made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Contractor agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. The Parties waive their rights to trial by jury. The County and Contractor agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

23. MEDIATION

The County and Contractor agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

24. SEVERABILITY

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

covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Contractor agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

25. ATTORNEY'S FEES AND COSTS

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

26. ADJUDICATION OF DISPUTES OR DISAGREEMENTS

County and Contractor agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. The Contractor and County Representative shall try to resolve the claim or dispute with meet and confer sessions. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. This Agreement is not subject to arbitration. This provision does not negate or waive the provisions of Paragraph 14 or Paragraph 21 concerning termination or cancellation.

27. COOPERATION

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

28. BINDING EFFECT

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

29. AUTHORITY

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

to submit this Contract to legal counsel of its choice and enters into this agreement freely, voluntarily, and with advice of counsel.

30. CLAIMS FOR FEDERAL OR STATE AID

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

31. PRIVILEGES AND IMMUNITIES

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

32. LEGAL OBLIGATIONS AND RESPONSIBILITIES

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

33. NON-RELIANCE BY NON-PARTIES

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

34. ATTESTATIONS

Contractor agrees to execute such documents as the County may reasonably require to include, but not limited to, a Public Entity Crime Statement, an Ethics Statement, Non-Collusion Statement, and a Drug-Free Workplace Statement, as set forth within this RFP.

35. NO PERSONAL LIABILITY

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

36. EXECUTION IN COUNTERPARTS

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

37. SECTION HEADINGS

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

38. PUBLIC ENTITY CRIME STATEMENT

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

39. MUTUAL REVIEW

This Agreement has been carefully reviewed by Contractor and the County. Therefore, this Agreement is not to be construed against either party on the basis of authorship.

40. INCORPORATION OF RFP DOCUMENTS

The terms and conditions of the RFP documents are incorporated by reference in this contract agreement.

41. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. In the event that the

County funds on which this Agreement is dependent are withdrawn, this Agreement is terminated, and the County has no further obligation under the terms of this Agreement to the Contractor beyond that already incurred by the termination date.

42. COVENANT OF NO INTEREST

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

43. AGREEMENTS WITH SUBCONTRACTORS

In the event that the Contractor subcontracts any or all of the work in this project to any third party, the Contractor specifically agrees to identify the County as an additional insured on all insurance policies required by the County. In addition, the Contractor specifically agrees that all agreements or contracts of any nature with his/her subcontractors shall include the County as an additional insured.

44. FEDERAL CONTRACT REQUIREMENTS

The CONTRACTOR and its subcontractors must follow the provisions, as applicable, as set forth in 2 C.F.R. §200.326 Contract provisions and Appendix II to 2 C.F.R. Part 200, as amended, including but not limited to:

44.1 **Davis-Bacon Act**, as amended (40 U.S.C. §§3141-3148). When required by Federal program legislation, which includes Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must comply with the Davis-Bacon Act (40 U.S.C. §§3141-3144, and §§3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If applicable, the COUNTY must place a current prevailing wage determination issued by the Department of Labor in each solicitation, a copy of which is attached hereto as **Exhibit "C"** and made a part hereof. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

When required by Federal program legislation, which includes Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program (it does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program), the contractors, in contracts for construction or repair work above $2,000 in situations where the Davis-Bacon also applies, must also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part

3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). As required by the Act, each contractor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

(1) Contractor. The contractor shall comply with U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis-Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

44.2 **Contract Work Hours and Safety Standards Act** (40 U.S.C. §§3701-3708)**.** Where applicable, which includes all FEMA grant and cooperative agreement programs, all contracts awarded by the COUNTY in excess of $100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C.§§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. §3702 of the Act, each contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of

laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of 29 C.F.R. §5.5, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated Damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of 29 C.F.R. §5.5, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of 29 C.F.R. §5.5.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of 29 C.F.R. §5.5.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in 29 C.F.R. §5.5, paragraphs (b)(1) through (4 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 C.F.R. §5.5, paragraphs (1) through (4).

44.3 **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

44.4 **Clean Air Act (42 U.S.C. §§7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§1251-1387).** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §§1251-1387) and will report violations to FEMA/Federal Agency and the appropriate Regional Office of the Environmental Protection Agency (EPA). The Clean Air Act (42 U.S.C. §§7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§1251-1387), as amended, applies to Contracts and subgrants of amounts in excess of $150,000. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA/Federal agency. The Contractor agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to FEMA/Federal Agency and the appropriate EPA Regional Office.

44.5 **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award under a "covered transaction" (see 2 C.F.R. §180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension" and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and suspension). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. §180.935) or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Bidders or Proposers agree to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

44.6 **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).** Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. If award exceeds $100,000, the certification,

attached hereto and made a part hereof, must be signed and submitted by the CONTRACTOR to the COUNTY.

44.7 **Compliance with Procurement of Recovered Materials as set forth in 2 C.F.R. § 200.322.** CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended, by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

44.8 **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment as set forth in 2 C.F.R. § 200.216.** Recipients and subrecipients and their contractors and subcontractors may not obligate or expend any federal funds to **(1)** Procure or obtain; **(2)** Extend or renew a contract to procure or obtain; or **(3)** Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

44.9 **Domestic Preference for Procurements as set forth in 2 C.F.R. §200.322.** The COUNTY and CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). These requirements of this section must be included in all subawards including contracts and purchase orders for work or products under federal award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

44.10 **Americans with Disabilities Act of 1990, as amended (ADA).** The CONTRACTOR will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the CONTRACTOR pursuant thereto.

44.11 **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the COUNTY that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with COUNTY funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The COUNTY and its CONTRACTOR agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with 2 C.F.R. § 200.321(as set forth in detail below), applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The COUNTY and the CONTRACTOR and subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts, entered pursuant to this Agreement.

2 C.F.R. § 200.321 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

A. If the CONTRACTOR, with the funds authorized by this Agreement, seeks to subcontract goods or services, then, in accordance with 2 C.F.R. §200.321, the CONTRACTOR shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible.
B. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
(6) Requiring the Prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraph (1) through (5) of this section.

OTHER FEDERAL AND/OR FEMA REQUIREMENTS (as applicable)

44.12 Access to Records. Contractor/Consultant and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing the Department of Homeland Security (DHS) and the Federal Emergency Management Agency's (FEMA) access to records, accounts, documents, information, facilities, and staff. Contractors/Consultants must: (1) Cooperate with any compliance review or complaint investigation conducted by DHS; (2) Give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance; (3) Submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

44.13 DHS Seal, Logo, and Flags. Contractor shall not use the Department of Homeland Security seal(s), logos, crests, or reproduction of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

44.14 Changes to Contract. The Contractor understands and agrees that any cost resulting from a change or modification, change order, or constructive change of the agreement must be within the scope of any Federal grant or cooperative agreement that may fund this Project and be reasonable for the completion of the Project. Any contract change or modification, change order or constructive change must be approved in writing by both the County and Contractor.

44.15 Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the contract. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

44.16 No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the COUNTY/non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

44.17 **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

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

44.19 If this Agreement is funded by the Florida Department of Emergency Management (FDEM), the Contractor will be bound by the terms and conditions of any applicable Federally-Funded Sub-Award and Grant Agreement between the County and the Florida Division of Emergency Management (Division).

44.20 If applicable, the Contractor shall hold the Division and County harmless against all claims of whatever nature arising out of the Contractor's performance of work under this Agreement, to the extent allowed and required by law.

44.21 **Energy Efficiency.** If applicable, Contractor will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. §§6201-6422) and will all mandatory standards and policies relating to energy efficiency and the provisions of the state Energy Conservation Plan adopted pursuant thereto.

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

46. **UNCONTROLLABLE CIRCUMSTANCE**

Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable: (a) acts of God; (b) flood, fire, earthquake, explosion, tropical storm, hurricane or other declared emergency in the geographic area of the Project; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest in the geographic area of the Project; (d) government order or law in the geographic area of the Project; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority prohibiting work in the geographic

area of the Project;(each, a "Uncontrollable Circumstance"). CONTRACTOR'S financial inability to perform, changes in cost or availability of materials, components, or services, market conditions, or supplier actions or contract disputes will not excuse performance by Contractor under this Section. Contractor shall give County written notice within seven (7) days of any event or circumstance that is reasonably likely to result in an Uncontrollable Circumstance, and the anticipated duration of such Uncontrollable Circumstance. Contractor shall use all diligent efforts to end the Uncontrollable Circumstance, ensure that the effects of any Uncontrollable Circumstance are minimized and resume full performance under this Agreement. The County will not pay additional cost as a result of an Uncontrollable Circumstance. The Contractor may only seek a no cost Change Order for such reasonable time as the Owners Representative may determine.

47. WARRANTY OF PERFORMANCE

Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial responsibility required to perform and provide all services set forth in the Scope of Work and that each person and entity that will provide services is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such services. Contractor represents and warrants that the services in the Scope of Work shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

48. ENTIRE AGREEMENT

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. Any amendment to this Agreement shall be in writing, approved by the Board of County Commissioners, and signed by both parties before it becomes effective.

49. FINAL UNDERSTANDING

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, COUNTY and CONTRACTOR hereto have executed this Agreement on the day and year first written above in one (1) counterpart, each of which shall, without proof or accounting for other counterparts, be deemed an original contract.

(SEAL)

KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

Date: December 7, 2022

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor

Witnesses for CONTRACTOR:

_____
Signature

Theresa Torres 11-21-22
Date Print Name

_____
Signature

11/21/22 JOCHAIM TARCA
Date Print Name

CONTRACTOR: BARNES ALARM SYSTEMS, INC.

2022 DEC 22 PM 2:39
CLERK
CIR. CT.
COUNTY, FL.

_____
Signature of person authorized to legally bind CONTRACTOR

Date: 11/21/22

Chris Gabbe vice president
Print Name and Title

Address: 3201 Flagler Ave
Suite 503 Keywest FL
33040

Telephone Number
305 743 7334

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 11/21/2022

EXHIBIT "A"

SCOPE OF WORK

FIRE ALARM, PANIC ALARM, AND SECURITY SYSTEM
ANNUAL CERTIFICATION, MAINTENANCE, REPAIR, AND MONITORING
MONROE COUNTY, FLORIDA

Introduction:

The Contractor will provide all labor, supervision, engineering, equipment, parts, tools, transportation, services, accommodations, incidentals, and supplies for Fire Alarm, Panic Alarm, and Security System Annual Certification, Maintenance, Repair, and Monitoring for various buildings located in the Upper, Middle, and Lower Keys, Monroe County, Florida. Work shall be performed in accordance with the Contract Documents, and all documentation shall be provided pursuant to National Fire Protection Association Requirements most current adopted NFPA 25, and schedules as well as keeping the equipment in proper operating condition to protect against unpredictable repair expenditures as well as ensure reliability and efficiency. Note: No oral interpretations will be made by any Contractor/Proposer as to the meaning of referenced NFPA 25 documents.

The Contractor shall include all Fire Alarm maintenance and repairs, testing, annual inspections, and possible expansion of the systems, if required.

The Contractor shall include all Panic Alarm Systems maintenance and repairs, testing, and certification and possible expansion of the systems, if required.

Additional Security System services should include, but are not limited to, electronic door lock system installation and/or repair, horn/strobe installation and/or repair, or any other equipment necessary for safety-related issues, and CCTV service. Also, when requested by the County, the Contractor shall advise and recommend, in writing to the County, any needed improvements. Upon approval by the County, Contractor shall invoice the County for such improvements at the fee schedule rates for labor and material markup as specified in the contract.

Listed below are all of the current buildings and devices covered under this contract, hereinafter identified as "Lists of Equipment." More buildings and devices may be added at a later date.

Fire System:

Building	Location	Control Panel	Model #
Key West Courthouse	500 Whitehead St., Key West	Simplex	4100
Judicial Workout Room (formerly Juvenile Detention)	502 Whitehead St., Key West	Notifier	SFP-2402
Sheriff Civil Division	500 Whitehead St., Key West	Faraday	Firewatch II
J. Lancelot Lester Building & Records Storage	530 Whitehead St., Key West	Notifier	AFP-200
Freeman Justice Center	310 Fleming Street, Key West	Notified AFP-200	AFP-200
KW Tax Collector (Searstown)	3304 N. Roosevelt Blvd, Key West	Notifier	NFW50X
Bayshore Manor	5200 College Road, Stock Island	Notifier	SFP-10UD
May Hill Russell Library	700 Fleming St., Key West	Notifier	SFP 400B
Gato Building	1100 Simonton Street, Key West	Simplex	4010
Gato Elevator	1100 Simonton Street, Key West		
Harvey Government Center	1200 Truman Avenue, Key West	Notifier	NFS-320
Big Pine Key Library	231 Key Deer Blvd., Big Pine Key	Notifier	SFP-2404
Big Pine Key Park	29001 Atlantic, Big Pine Key	EST	Quickstart 3
Marathon Government Center	2798 Overseas Hwy., Marathon	Faraday	MPC-2000
Marathon Government Annex	490 63rd Street, Marathon	FireLite	MS-10UD
Marathon Detention Facility	3981 Ocean Terrace, Marathon	FireLite	Miniscan 4024
Marathon Sheriff's Hangar	Marathon Airport	Notifier	NFS-320
Marathon DMV/Tax Collector	3015 Overseas Hwy., Marathon	Notifier	NFW 50X
Marathon Courthouse	3117 Overseas Hwy., Marathon	Notifier	NFW2-100
Marathon Library	3490 Overseas Hwy., Marathon	Notifier	NFS320

Building	Location	Control Panel	Model #
Ruth Ivins Center, Health Dept.	3333 Overseas Hwy., Marathon	Notifier	SFP-5UD
Medical Examiner	56639 Overseas Hwy., Crawl Key	Simplex	4010
Ellis Building	88800 Overseas Highway, Plantation Key	FireLite	MP-24
Plantation Key Courthouse-old location	53 Highpoint Road, Plantation Key	FireLite	MP-24
Islamorada Library	(Old)MM 81.5, Islamorada	Fire Lite	MS-4424b
Murray E. Nelson Governmental and Cultural Center	102050 Overseas Highway, Key Largo	Siemens	FS-250
Roth Building	50 Highpoint Road, Tavernier	Edwards	EST-2
MC Fire Station # 9	28 Emerald Drive, Big Coppitt	Notifier	SFP-5UD
MC Fire Station # 11	22352 Overseas Hwy., Cudjoe Key	Firelite	EX200
MC Fire Station # 13	390 Key Deer Blvd, Big Pine Key	EST	Quickstart
MC Fire Station # 22	151 Marine Drive, Tavernier	Notifier	NFW2-100
Key Largo Library	101485 Overseas Highway, Tradewinds Shopping Plaza	FireLite	MS-5UD
MC Fire Station # 17	10 S. Conch Ave, Conch Key	Notifier	NFW2-100
MC Fire Station #8	5655 MacDonald Ave., Stock Island	Edwards	VS-1
Joe London Crawl Key Fire Academy	56633 Overseas Hwy., Marathon	FireLite	MS-9200-UDLS
Bernstein Park	6751 5th Street, Stock Island	Notifier	NFW2-100

Building	Manual Stations	Smoke Detect	Duct Detect	Heat Detect	Notification Devices & Circuit	AHU/Fan Interlocks	Elevator Recall System	Elevator Warning Lights	Sprinkler Control Valves	Fire Pump Control	In-line Flow Switch	Door Release
Key West Courthouse	10	11	12	3	40	8	2	5	5	2	1	
Judicial Workout Room (formerly Juvenile Detention)	2	10			3							
Old Detention 2nd Fl. Breakroom - Combined into Judicial Workout System												
J. Lancelot Lester Building, & Records Storage	12	68	8	7	58	7	4		6	1	1	
Freeman Justice Center	21	53	6	22	102	6	18 + 3		7		4	3
Key West Tax Collector-Searstown	2	7		3	5				2			
Bayshore Manor	7	37		4	29	2			2		1	
May Hill Russell Library	8	30		4	12							

Building	Manual Stations	Smoke Detect	Duct Detect	Heat Detect	Notification Devices & Circuit	AHU/Fan Interlocks	Elevator Recall System	Elevator Warning Lights	Sprinkler Control Valves	Fire Pump Control	In-line Flow Switch	Door Release
Gato Building	7	29	18	4	37	1	2					11
Harvey Government Center	8	17	5	3	39	5	5	2	5	3	3	
Big Pine Key Library	4	18	1		8							
Big Pine Key Community Park	6	15		1	10		3					
Marathon Government Center	8	45	6		19	3						
Marathon Government Ctr Annex	3	2	4	0	11	4			2		2	
Marathon Detention Facility	1	41			4				6		1	
Marathon Sheriff's Hangar	6	16			10		3					
Marathon DMV/Tax Collector	3	12	1		13				1		1	
Marathon Courthouse	9	14		1	26	5						2

Building	Manual Stations	Smoke Detect	Duct Detect	Heat Detect	Notification Devices & Circuit	AHU/Fan Interlocks	Elevator Recall System	Elevator Warning Lights	Sprinkler Control Valves	Fire Pump Control	In-line Flow Switch	Door Release
Marathon Library	10	12	4	1	35	3	3		3		1	
Ruth Ivins Center	5	8	2		7	2						
Medical Examiner	5	2	10		18	3						1
Ellis Building	7	14			6							
Plantation Key Courthouse	8	2			8							
Islamorada Library	6	23			12							
Murray E Nelson	9	9	4	2	55	4	4		2		2	
Roth Building	15	49	6		68	6						
BCK FS # 9	2	6	1	7	4	1						
Cudjoe FS # 11	5	14		2	19				1		1	
BPK FS # 13	5	22	2	6	27	2	4 +1		2		1	
Tavernier FS # 22	6	15	1	6	20	1						
Key Largo Library	2	6	5	1	7	3						

Building	Manual Stations	Smoke Detect	Duct Detect	Heat Detect	Notification Devices & Circuit	AHU/Fan Interlocks	Elevator Recall System	Elevator Warning Lights	Sprinkler Control Valves	Fire Pump Control	In-line Flow Switch	Door Release
Conch Key FS #17	6	17	1	2	17	1			1		1	
Stock Island FS #8	6	20	2	2	37	3	3		2		1	
Joe London Crawl Key Fire Academy	4	10	1	2	11				3		1	
Bernstein Park	7	32	5		24				3		1	

Panic System:

Building	Address	Model #
Key West Courthouse Annex	502 Whitehead St., Key West	CADDX
Judicial Workout Room (middle) KW Courthouse	502 Whitehead St., Key West	CH Annex system
J. Lancelot Lester Building & Records Storage	530 Whitehead St. Key West	CH Annex system
J. Lancelot Lester Building - District 3 Commissioner	530 Whitehead St. Key West	CH Annex system
Old Courthouse - District 1 Commissioner	500 Whitehead St., Key West	CH Annex system
Old Courthouse – Traffic/Fines	500 Whitehead St., Key West	CH Annex system
Freeman Justice Center	302 Fleming Street, Key West	Navarro-Ademco Vista 128 FSB Panel (digital)
Freeman Justice Center	302 Fleming Street, Key West	Honeywell 7845 GSMR (cellular)
May Hill Key West Library	700 Fleming St., Key West	Lynx 5210
Gato Building – Social Services	1100 Simonton St., Key West	Ademco Honeywell
Gato Building – 2nd floor	1100 Simonton St., Key West	Ademco Honeywell
Marathon Govt. Center	2798 Overseas Hwy., Marathon	Lynx 5210
Marathon Annex 63rd St	490 63rd Street, Marathon	Lynx 5210
Medical Examiner	56639 Overseas Hwy., Crawl Key	Simplex Grinnel 4010 FACP
Ellis Building - Supervisor of Elections	88820 Overseas Hwy., Tavernier	CADDX NX-6

Building	Address	Model #
Ellis Building -Traffic	88820 Overseas Hwy., Tavernier	CADDX NX 6
Ellis Building - Social Services	88820 Overseas Hwy., Tavernier	CADDX NX 6
Ellis Building - Planning	88800 Overseas Hwy., Tavernier	CADDX NX 6E
Murray E. Nelson Govt. Center	102050 Overseas Hwy., Key Largo	Honeywell 60-578
Key Largo Library	101485 Overseas Highway, Tradewinds Shopping Plaza	Vista 20P
Spottswood Station	88770 Overseas Hwy., Tavernier	Honeywell 5802-WXT(Digital)
Spottswood Building	88770 Overseas Hwy., Tavernier	Honeywell 5802-WXT(Cellular)
Magnolia Building	300 Magnolia, Key Largo	Vista 20P
Ellis Building - Property Appraiser	88770 Overseas Hwy., Tavernier	Vista 20P
Growth Management Ocean Reef	11601 CR 905, Key Largo	Pro Series A7Plus
MC Commissioner District 2	Big Pine Key Plaza, Big Pine Key	Lynx 5210
Key West Building Dept	Stock Island, Key West	Lynx 5210
Marathon State Attorney Office	Marathon	Vista 20P
PK Courthouse (new)	88820 Overseas Hwy., Islamorada	Pro Series A7Plus
Islamorada Library	MM 81.5, Islamorada	Pro Series A7Plus
Big Pine Key Library	Big Pine Key Plaza, Big Pine Key	Lynx 5210
Marathon Courthouse	3117 Overseas Hwy., Marathon	Lynx 5210
Marathon Library	3490 Overseas Hwy., Marathon	Lynx 5210

Camera Locations and Quantity:

Bernstein Park, Stock Island – Qty: 16

Big Pine Key Commissioner District 2 Office, Big Pine Key– Video intercom system

Big Pine Key Community Park, Big Pine Key– Qty: 7

Marathon State Attorney– Qty: 14

Marathon Courthouse– Qty: 19

Marathon Library– Qty: 33

Marathon Medical Examiner– Qty: 16

Bayshore Manor, Stock Island – Qty: 3

Key West Library – Qty: 11

Freeman Justice Center, Key West – Qty: 29

Scope of Work:

The below Scope of Work includes, but is not limited to the inspections, maintenance, monitoring, service, and replacement of Fire Alarm Systems, Panic Alarm Systems, and other Security Systems, such as electronic door lock systems, horns/strobes, and CCTV systems.

Inspection

A visual inspection of every device in the above "Lists of Equipment" will be performed to ensure that no facility changes have occurred which could affect equipment or system performance based on the original design.

Testing

Every device and control function shown in the "Lists of Equipment" will be physically activated to ensure its functionality as designed and installed. Testing takes into consideration the AHJ (Authority Having Jurisdiction) requirements, local ambient conditions and the manufacturer's recommendations. Contractor will follow NFPA 72 recommended test methods and frequencies as a minimum guideline for system testing. System configuration is verified during inspections and compared to existing records. Complete documentation of testing and a report of any deficiencies will be presented for review before the technician leaves the facility. Audible testing will be conducted during off or non-operational hours and the schedule will be pre-approved by the County.

Smoke Detector Sensitivity

Smoke Detector Sensitivity Testing will be performed in accordance with NFPA 72 using the manufacturer's recommended test methods and a UL(Underwriters Laboratories) approved testing device. Contractor will provide the necessary documentation to satisfy the AHJ. Contractor will provide an analysis of the report along with recommendations for detectors that require cleaning or replacement.

The Contractor shall furnish all labor, supervision, materials, power, tools, equipment, supplies and any other means of construction necessary or proper for performing and completing the Scope of Work, unless otherwise specifically stated.

Perform Monthly Fire and Panic Alarm Monitoring, Annual Fire Alarm Inspections and Bi-Monthly Panic Testing (once every 2 months).

The Contractor shall respond within four (4) hours of notification of service, twenty-four (24) hours per day, seven (7) days per week. The Contractor shall provide a contact person to ensure twenty-four (24) hour service.

The Owner shall reimburse the Contractor for the manufacturer's invoice cost of all parts and materials (except freight, tax, services supplied by others, and equipment rental), plus fifteen percent (15%), that are used in repair of County owned and maintained fire and alarm systems. Manufacturer's invoice must accompany all requests for payment. All parts and materials shall be of equal or greater quality as compared to the existing parts and materials in use. On all orders that require shipping or transportation of parts or materials whether the part is under warranty or not, freight invoices must accompany requests for payment.

The Contract amount may be adjusted annually in accordance with the percentage change in the U.S. Department of Commerce Consumer Price Index (CPI-U) or three percent (3%), whichever is less, for all Urban Consumers as reported by the U.S. Bureau of Labor Statistics and shall be based upon the CPI-U computation at December 31 of the previous year.

Specifications:

A. FIRE ALARM SYSTEM ANNUAL CERTIFICATION

1. The Contractor shall furnish fire alarm system annual certification and maintenance, (including Calibrated and/or Standard Smoke Detector Sensitivity Testing as required by the National Fire Protection Association); including all necessary labor, equipment, permits, licenses, insurances, travel costs, and all other costs associated.
2. Work shall be performed in accordance with, and all documentation shall be provided pursuant to, National Fire Protection Association Requirements.
3. Fire alarm annual certification, along with all noted deficiencies which may be identified during the course of certification, shall be provided to the office of the Facilities Maintenance, Contract Monitor, 123 Overseas Hwy., Rockland Key, within thirty (30) days prior to expiration of respective existing certifications.
4. All identified deficiencies which are detected and identified during the course of the certification process, shall be rendered and submitted, along with all

documentation for corrective measures to include cost expenditures required to correct same. All noted deficiencies shall be corrected within thirty (30) days.

NOTE: When performing annual inspections for some Monroe County facilities, primarily the Courthouses, it may be necessary to schedule inspections before or after normal hours on an overtime basis.

B. FIRE ALARM SYSTEM MONITORING

1. The Contractor shall furnish alarm system monitoring, including all necessary labor, equipment, permits, licenses, insurances, travel costs, and all other costs associated with same to include, but not limited to, the locations indicated on the "Lists of Equipment".
2. Contractor is to provide Total Service Coverage. The Contractor shall have access to a supply of all parts and controls normally necessary for the emergency repairs of all County maintained alarm systems so that such emergency repair will be completed within forty-eight (48) hours of notification by the Owner.
3. Work shall be performed in accordance with, and all documentation shall be provided pursuant to National Fire Protection Association Requirements.

C. FIRE ALARM SYSTEM REPAIR AND MAINTENANCE

1. System Software Updates - Microprocessor based systems will have the software upgraded when required to maintain the listing requirements of the AHJ.

2. Corrective Maintenance - Necessary repairs for deficient or inoperable devices, such as those found during the course of system testing, inspection or preventative maintenance, or have failed during operation, will be provided. Only original replacement components manufactured by the original equipment manufacturer or other compatible components are used in order to preserve Underwriters Laboratories (U.L.) Listings and meet NFPA requirements.

D. PANIC ALARM SYSTEM CERTIFICATION

1. The Contractor shall furnish panic alarm system annual certification and maintenance, (as required by the National Fire Protection Association); including all necessary labor, equipment, permits, licenses, insurances, travel costs. and all other costs associated.

2. Work shall be performed in accordance with, and all documentation shall be provided pursuant to, National Fire Protection Association Requirements.

3. Alarm Certification, along with all noted deficiencies which may be identified during the course of certification, shall be provided to the office of the Facilities Maintenance Department, 123 Overseas Highway, Key West, within thirty (30) days prior to expiration of respective existing certifications.

4. All identified deficiencies, which are detected and identified during the course of the certification process, shall be rendered and submitted, along with all documentation for corrective measures to include cost expenditures required to correct same. All noted deficiencies shall be corrected within thirty (30) days.

E. PANIC ALARM SYSTEM MONITORING

1. The Contractor shall furnish alarm system monitoring, including all necessary labor, equipment, permits, licenses, insurances, travel costs, and all other costs.

2. Work shall be performed in accordance with, and all documentation shall be provided pursuant to, National Fire Protection Association Requirements.

3. Contractor shall also provide a price to replace, register, and reprogram Communicators as necessary for the purpose of establishing monitoring by proposer which includes any necessary updates to the County's currently monitored systems.

F. PANIC ALARM TESTING, REPAIR & MAINTENANCE

1. Contractor shall test all panic alarms Bi-monthly to ensure they working properly. Testing shall include, but not be limited to, battery life, proper communication signal, and overall device function.

2. Work shall be performed in accordance with, and all documentation shall be provided pursuant to, National Fire Protection Association Requirements.

3. All identified deficiencies, which are detected and identified during the course of the testing process, shall be rendered and submitted, along with all documentation for corrective measures to include cost expenditures required to correct same. All noted deficiencies shall be corrected within thirty (30) days.

G. OTHER SECURITY SYSTEMS REPAIR & MAINTENANCE

1. The Contractor shall furnish electronic door lock systems, horns/strobes, and CCTV systems, including all necessary labor, equipment, permits, licenses, insurances, travel costs, and all other costs.

2. Work shall be performed in accordance with, and all documentation shall be provided pursuant to, National Fire Protection Association Requirements.

3. All identified deficiencies, which are detected shall be rendered and submitted, along with all documentation for corrective measures to include cost expenditures required to correct same. All noted deficiencies shall be corrected within thirty (30) days.

Major Component Failure or System Breakdown

In the event of a major component failure, system breakdown, maintenance service or other repairs, not contemplated herein as set forth on Exhibit "A", the County shall have the option to request from the Contractor only, a proposal/quote for the additional work in an amount that could exceed Five Thousand and 00/100 ($5,000.00) Dollars. Any proposal over Five Thousand and 00/100 ($5,000) Dollars, up to and including Ten Thousand and 00/100 ($10,000.00) Dollars, must be approved and signed by the Division Director and/or the County Administrator. Any proposal over Ten Thousand and 00/100 ($10,000.00) Dollars, up to and including Forty-nine Thousand Nine Hundred Ninety-nine and 99/100 ($49,999.99) Dollars, must be approved and signed by the Division Director and the County Administrator.

EXHIBIT B: APPLICATION FOR PAYMENT DETAILS

APPLICATION FOR PAYMENT DETAILS

DATE: _____ INVOICE NUMBER: _____

ARRIVAL TIME: _____ DEPARTURE TIME: _____

LOCATION: _____

ROUTINE: _____ REPAIR: _____

PARTS AND MATERIALS COSTS *

ITEM	DESCRIPTION	UNIT PRICE	QUANTITY	SUB-TOTAL
1				
2				
3				
4				
5				

PARTS & MATERIALS SUB-TOTAL $_____

15% INCREASE ON ABOVE PARTS & MATERIALS $_____

SERVICES SUPPLIED BY OTHERS (amount charged to be reimbursed) $_____

FREIGHT CHARGE (amount charged to be reimbursed) $_____

TAX CHARGES (amount charged to be reimbursed) $_____

PARTS & MATERIALS TOTAL **$**_____

LABOR (rounded to 15 minute increments) **AND EQUIPMENT COSTS**

_____Regular HOURS Technician @ $ _____ SUB-TOTAL $_____

_____Regular HOURS Technician & Helper $ _____ SUB-TOTAL $_____

_____Regular HOURS Helper alone or additional Helper @ $_____ SUB-TOTAL $_____

_____Overtime HOURS Technician @ $_____ SUB-TOTAL $_____

_____Overtime HOURS Technician & Helper @ $_____ SUB0TOTAL $_____

_____Overtime HOURS Helper alone or additional Helper @ $_____ SUB-TOTAL $_____

LABOR AND EQUIPMENT TOTAL $_____

TOTAL$_____

DESCRIPTION OF WORK:_____

_____ _____

Date Authorized Signature / Title

*Contractor must provide a copy of Invoice/Receipts for manufacturer's cost of parts & materials, freight for transportation/shipping costs, equipment rental amounts, taxes, and services supplied by others.

EXHIBIT C: DAVIS-BACON WAGES STATEMENT

"General Decision Number: FL20220022 07/01/2022

Superseded General Decision Number: FL20210022

State: Florida

Construction Type: Building

County: Monroe County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30,	. Executive Order 14026 generally applies to the

2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	contract. . The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022
2	02/25/2022
3	07/01/2022

ELEC0349-003 09/01/2021

	Rates	Fringes
ELECTRICIAN	$ 37.61	11.72

ENGI0487-004 07/01/2013

	Rates	Fringes
OPERATOR: Crane		
All Cranes Over 15 Ton Capacity	$ 29.00	8.80
Yard Crane, Hydraulic		

Crane, Capacity 15 Ton and Under.....$ 22.00 8.80

IRON0272-004 10/01/2021

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	$ 26.00	14.16

PAIN0365-004 06/01/2021

	Rates	Fringes
PAINTER: Brush Only.....	$ 20.21	12.38

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* SFFL0821-001 07/01/2022

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	$ 31.28	21.34

SHEE0032-003 12/01/2013

	Rates	Fringes
SHEETMETAL WORKER (HVAC Duct		

Installation).....$ 23.50 12.18

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* SUFL2009-059 05/22/2009

	Rates	Fringes
CARPENTER	$ 15.08	5.07
CEMENT MASON/CONCRETE FINISHER	$ 12.45 **	0.00
FENCE ERECTOR	$ 9.94 **	0.00
LABORER: Common or General	$ 8.62 **	0.00
LABORER: Pipelayer	$ 10.45 **	0.00
OPERATOR: Backhoe/Excavator	$ 16.98	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 9.58 **	0.00
OPERATOR: Pump	$ 11.00 **	0.00
PAINTER: Roller and Spray	$ 11.21 **	0.00
PLUMBER	$ 12.27 **	3.33
ROOFER: Built Up,		

Composition, Hot Tar and
Single Ply.....$ 14.33 ** 0.00

SHEET METAL WORKER, Excludes
HVAC Duct Installation.....$ 14.41 ** 3.61

TRUCK DRIVER, Includes Dump
and 10 Yard Haul Away.....$ 8.00 ** 0.15

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their

own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all

rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is

based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION"

NON-COLLUSION AFFIDAVIT

I, Christopher Globe of the city of Marathon according to law on my oath, and under penalty of perjury, depose and say that

a. I am Vice President of the firm of Barnes Alarm Systems, Inc the proposer making the Proposal for the project described in the Request for Proposals for Fire alarm, Panic alarm & Security System annual certification, maintenance, repair & monitoring. and that I executed the said proposal with full authority to do so;

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

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

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

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

(Signature)

Date 11/4/22

STATE OF Florida

COUNTY OF Monroe

Subscribed and sworn to (or affirmed) before me, by means of ✓ physical presence or ☐ online notarization, on 11/4/2022 (date) by Christopher Globe (name of affiant). He/She is personally known to me or has produced FL DL G410-119-82-041-0 (type of identification) as identification.

DEBORAH GREEN
Notary Public - State of Florida
Commission # HH 047983
My Comm. Expires Nov 19, 2024
Bonded through National Notary Assn.

(SEAL)

NOTARY PUBLIC

My Commission Expires 11/19/2024

LOBBYING AND CONFLICT OF INTEREST CLAUSE

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

ETHICS CLAUSE

Barnes Alarm Systems, Inc.

(Company)

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

(Signature)

Date 11/4/22

STATE OF Florida

COUNTY OF Monroe

Subscribed and sworn to (or affirmed) before me by means of ☑ physical presence or ☐ online notarization on 11/4/2022 (date) by Christopher Globe (name of affiant). He/She is personally known to me or has produced FL DL G410-119-82-041-0 (type of identification) as identification.

(SEAL)

DEBORAH GREEN
Notary Public - State of Florida
Commission # HH 047983
My Comm. Expires Nov 19, 2024
Bonded through National Notary Assn.

Deborah Green

NOTARY PUBLIC

My Commission Expires 11/19/2024

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statutes, Sec. 287.087, hereby certifies that:

Barnes Alarm Systems, Inc.

(Name of Business)

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

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

(Proposer's Signature)

Date: 11/4/22

STATE OF: Florida

COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on 11/4/2022 (date) by Christopher Globe. (name of affiant). He/She is personally known to me or has produced FL DL G410-119-82-041-0 (type of identification) as identification.

(SEAL) DEBORAH GREEN
Notary Public - State of Florida
Commission # HH 047983
My Comm. Expires Nov 19, 2024
Bonded through National Notary Assn.

Deborah Green

NOTARY PUBLIC

My Commission Expires: 11/19/2024

LOCAL PREFERENCE FORM

A. Vendors claiming a local preference according to Ordinance 023-2009, as amended by Ordinance Nos. 004-2015 and 025-2015, must complete this form.

Name of Bidder/Responder: Barnes Alarm Systems, Inc. Date: 11/4/2022

1. Does the vendor have a valid receipt for the business tax paid to the Monroe County Tax Collector dated at least one (1) year prior to the notice of request for bids or proposals? Yes (Please furnish copy.)

2. Does the vendor have a physical business address located within Monroe County from which the vendor operates or performs business on a day to day basis that is a substantial component of the goods or services being offered to Monroe County? Yes

(The physical business address must be registered as its principal place of business with the Florida Department of State for at least one (1) year prior to the notice of request for bid or proposal.)

List Address: 5800 Overseas Hwy #30 Marathon, FL / 3201 Flagler Ave #503 Key West

Telephone Number: 305.743.7334 / 305.294.6753

B. Does the vendor/prime contractor intend to subcontract 50% or more of the goods, services, or construction to local businesses meeting the criteria above as to licensing and location? NO

If yes, please provide:

1. Copy of Receipt of the business tax paid to the Monroe County Tax Collector by the subcontractor dated at least one (1) year prior to the notice or request for bid or proposal.

2. Subcontractor's physical business address within Monroe County from which the subcontractor operates:

(The physical business address must be registered as its principal place of business with the Florida Department of State for at least one (1) year prior to the notice of request for bids or proposals)

3201 Flagler Ave #503 Key West, FL 33040 Tel. Number 305.294.6753
Address

Vice president Print Name: Chris Globe
Signature and Title of Authorized Signatory for Bidder/Responder

STATE OF: Florida

COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me, by means of ☑ physical presence or ☐ online notarization, on 11/4/2022 (date) by Christopher Globe (name of affiant). He/She is personally known to me or has produced FL GL G410.119.82.041.0 (type of identification) as identification.

DEBORAH GREEN
Notary Public - State of Florida
Commission # HH 047983
My Comm. Expires Nov 19, 2024
Bonded through National Notary Assn.

Deborah Green
NOTARY PUBLIC

My Commission Expires: 11/19/2024

PUBLIC ENTITY CRIME STATEMENT

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

I have read the above and state that neither Barnes Alarm Systems (Proposer's name) nor any Affiliate has been placed on the convicted vendor list within the last thirty-six (36) months.

(Signature)

Date: 11/4/22

STATE OF: Florida

COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on 11/4/2022 (date) by Christopher Globe (name of affiant). He/She is personally known to me or has produced FL DL G410-119-82-041-0 (type of identification) as identification.

DEBORAH GREEN
Notary Public - State of Florida
Commission # HH 047983
My Comm. Expires Nov 19, 2024
Bonded through National Notary Assn.

(SEAL)

NOTARY PUBLIC

My Commission Expires: 11/19/2024

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

April 1, 2025

Monroe County Board of Commissioners
1100 SIMONTON ST
KEY WEST FL 33040

Account Information:

Policy Holder Details :	**BARNES ALARM SYSTEMS INC**

Contact Us

Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/01/2025

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

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

PRODUCER PAYCHEX INSURANCE AGENCY INC 76210754 225 KENNETH DR STE 110 ROCHESTER NY 14623	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (800) 472-0072 **FAX (A/C, No):** (585) 389-7894 **E-MAIL ADDRESS:**
INSURED BARNES ALARM SYSTEMS INC 3201 FLAGLER AVE STE 503 KEY WEST FL 33040-4693	**INSURER(S) AFFORDING COVERAGE** — **NAIC#** **INSURER A :** Twin City Fire Insurance Company — 29459 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB **EXCESS LIAB** OCCUR CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/ A		76 WEG AC7618	02/17/2025	02/17/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

APPROVED BY RISK MANAGEMENT
BY
DATE 4.1.25
WAIVER N/A X YES

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

Monroe County Board of Commissioners
1100 SIMONTON ST
KEY WEST FL 33040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/6/2025

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

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

PRODUCER
El Dorado Insurance Agency, Inc.
El Dorado Sec Srvs Ins Agy
3673 Westcenter Drive
Houston TX 77042

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): (713) 521-9251 **FAX (A/C, No):** (713) 521-0125
E-MAIL ADDRESS: certificates@eldoradoinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Crum & Forster Specialty Insurance Co.	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Barnes Alarm Systems, Inc.
3201 Flagler Avenue, Suite 503
Key West FL 33040

COVERAGES **CERTIFICATE NUMBER:** BLANKET AI (3/25) **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Professional Liability			GLO-123872	3/1/2025	3/1/2026	MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

APPROVED BY RISK MANAGEMENT
BY J Reed
DATE 4.1.25
WAIVER N/A X YES

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

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

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

AUTHORIZED REPRESENTATIVE
R.L. Ring, Jr./DLOZAN

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/04/2025

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

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

PRODUCER	CONTACT NAME:	
DORAL ISLES INSURANCE AGENCY, INC. 1200 ANASTASIA AVENUE SUITE 415 CORAL GABLES FL 33134	PHONE (A/C, No, Ext): 305-791-4872	FAX (A/C, No): 305-598-8076
	E-MAIL ADDRESS: diazriskadvisors@gmail.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ASCENDANT COMMERCIAL INSURANCE INC.	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
BARNES ALARM SYSTEMS
3201 FLAGLER AVE #503
503
KEY WEST FL 33040

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ $1,000,000.00
	☒ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS	Y	Y	CA-65141-1	02/27/2025	02/27/2026	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Physical Damage			CA-65141-1	02/27/2025	02/27/2026	Deductibles - Named Peril: $1000, Coll: $1,000	

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

APPROVED BY RISK MANAGEMENT
BY Gaelan Jones
DATE 04.04.25
WAIVER N/A X **YES** _____

CERTIFICATE HOLDER

Monroe County Board of Commissioners
1100 Simonton St
Key West FL 33040-3110

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Gustavo G. Diaz

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COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: C21
2023-3889

BULK ITEM: Yes **DEPARTMENT:** Transit

TIME APPROXIMATE: **STAFF CONTACT:** Richard Clark

AGENDA ITEM WORDING:

Ratification of the approval of the First Renewal to Agreement for Microtransit Service Provider as corrected (BEEFREE, LLC, D/B/A FREEBEE).

ITEM BACKGROUND:
Staff placed an item on the March 25, 2025 BOCC agenda seeking approval of the renewal of the Microtransit Service Provider Agreement (March Agenda Item C24, 2023-3645). The back-up documentation included the original agreement approved at the May 15, 2024 Board meeting, the Notice of Grant Award dated November 22, 2024 and the first amendment to the original agreement approved at the February 19, 2025 BOCC meeting. However, the renewal agreement was not included in the backup documentation. In addition, the renewal period previously approved by the board was the period of May 15, 2025 to May 15, 2026 however the first amendment extended the termination date of the original agreement to June 30, 2025. Staff has now supplemented the backup documentation to include the renewal agreement and, as reflected in the renewal agreement, the 1-year renewal period will actually commence on July 1, 2025 and terminate on June 30, 2026.

PREVIOUS RELEVANT BOCC ACTION:
The first amendment to the original contract was approved on at the February 19th , 2025 BOCC meeting. The renewal was approved by the BOCC at the March 25th, 2025 meeting.

INSURANCE REQUIRED:
Yes

CONTRACT/AGREEMENT CHANGES:
The first amendment to the original contract was approved on at the February 19th, 2025 BOCC meeting. No further changes have been made.

STAFF RECOMMENDATION: Approve the renewal contract for the period between July 1, 2025 to June 30th, 2026 with Freebee to provide micro-transit service (Conch Connect).

DOCUMENTATION:

First Renewal to Freebee Agreement - April 2025.docx
NOGA_Monroe_County.pdf
Freebee Agreement 05-15-24.pdf
C22_FreeBee_BeeFree LLC.pdf

FINANCIAL IMPACT:
Renewal of existing contract for $826,000. FDOT has renewed its grant for $426,000 and the County will match the grant at $426,000.

FIRST RENEWAL TO AGREEMENT
FOR MICROTRANSIT SERVICE PROVIDER
MONROE COUNTY, FLORIDA

This First Renewal to the Agreement for Microtransit Services is made and entered into this 16th day of April, 2025, between **MONROE COUNTY,** a political subdivision of the State of Florida (hereinafter "County"), whose address is 1100 Simonton Street, Key West, Florida 33040, and **BEEFREE, LLC, D/B/A FREEBEE,** a Florida corporation authorized to do business, ("Contractor"), whose address is 371 NE 61st Street, Miami, Florida, 33137.

WHEREAS, on May 15, 2024, the County and Contractor entered into a one (1) year Agreement for Microtransit Services; and

WHEREAS, on February 19, 2025, the County and Contractor entered into the First Amendment to Agreement for Microtransit Services; and

WHEREAS, the parties have found the Agreement to be mutually beneficial; and

WHEREAS, both parties desire to renew the Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements herein , and other valuable considerations, the parties agree as follows:

Section 1. Pursuant to Article 6 of the original agreement, the County herein exercises it option to renew the original agreement for a period of one year. Article g of the original agreement is hereby amended to read as follows;

6. TERM OF AGREEMENT.

This Agreement shall commence on July 1,2025, and ends on June 30, 2026, unless terminated earlier under this Agreement.

The County shall have the option to renew this Agreement for an additional one-year periods on terms and conditions mutually agreeable to the parties, exercisable upon written notice given at least thirty (30) days prior to the end of the initial term. Unless the context clearly indicates otherwise, references to the " term" of this Agreement shall mean the initial term. The County is not required to state a reason if it elects not to renew.

Section 2. In all other respects, the Original Agreement dated May 15, 2024, and the First Amendment dated February 19, 2025, not inconsistent herewith, remains in full force and effect.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

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

(SEAL)
ATTEST: KEVIN MADOK, CLERK

BY:_____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY:_____
Mayor

WITNESSES FOR CONTRACTOR:

_____

Print Name:_____

_____

Print Name:_____

BEEFREE, LLC, D/B/A FREEBEE
A Florida Corporation

BY:_____
Signature of person authorized to legally bind contractor

Print Name:_____

Title:_____

Florida Department of Transportation

RON DESANTIS
GOVERNOR

1000 NW 111th Avenue
Miami, FL 33172-5800

JARED W. PERDUE, P.E.
SECRETARY

November 22, 2024

Richard Clark
Monroe County
2798 Overseas Highway Suite# 400
Marathon, FL 33050

SUBJECT: NOTICE OF GRANT AWARD (NOGA) – SFY 2026
PUBLIC TRANSIT SERVICE DEVELOPMENT PROGRAM APPLICATION
FM: 452156-1-84-02

Dear Mr. Richard Clark,

The Florida Department of Transportation (FDOT) conducted an evaluation of your submitted proposal per Sections 341.051, 20.23(3)(a) and 334.048(3), Florida Statutes (F.S.), and Rule Chapter 14-73, Florida Administrative Code (F.A.C.), Public Transportation. Based on the established criteria and available funding sources, Monroe County has been awarded Service Development Program funds for the project below:

Award Description	Total Budget	Awarded Funding
MONROE COUNTY MICRO-MOBILITY IMPROVEMENTS	$852,000.00	$426,000.00

Please be advised that the funding award cited above requires local funds from Monroe County to match the State funds programmed for this project. Therefore, please provide certification of available local funds in the amount of $426,000.00 to the District no later than **January 1,2025**. Funding is subject to the availability of an annual appropriation by the Florida Legislature (the spending authority). Prior to commencement of any work or services, Monroe County must enter into a State Funded Agreement with FDOT.

Should you have any queries or need additional information, please feel free to contact me at (305) 470-5255 or via email at Raymond.freeman@dot.state.fl.us or Simon Huang at (305) 470-5496 or via email at Simon.huang@dot.state.fl.us.

Regards, Raymond Freeman

Raymond Freeman
District Six Passenger Operations Manager

Cc: Nilia Cartaya, Florida Department of Transportation
Christopher Rosenberg, Miami-Dade Transportation Planning Organization

Kevin Madok, CPA

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

DATE: May 23, 2024

TO: Richard Clark, Executive Director
Transit

FROM: Liz Yongue, Deputy Clerk

SUBJECT: May 15, 2024 BOCC Meeting

The following item has been executed and added to the record:

C21 Agreement with Beefree LLC d/b/a Freebee for On-Demand Micro-Transit service in Stock Island and Key West. This project is partially funded by the Florida Department of Transportation grant agreement G2M95 in the amount of $426,000.00, with a 50% match from the County for $426,000.00 for a total of $852,000.00.

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

cc: County Attorney
Finance
File

SECTION 00500
DRAFT AGREEMENT

AGREEMENT
FOR MICROTRANSIT SERVICE PROVIDER
MONROE COUNTY, FLORIDA

This Agreement is made and entered into this 15th day of May, 2024, between **MONROE COUNTY, FLORIDA** ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, and **BEEFREE, LLC D/B/A FREEBEE**, a _____ *Corporation*, authorized to do business in the State of Florida, ("CONTRACTOR"), whose address is 371 NE 61st Street Miami, Florida, 33137.

WHEREAS, COUNTY desires to contract for the performance of the work or services described in Exhibit "A"; and

WHEREAS, CONTRACTOR desires to and is able to perform the work or services described in attached Exhibit "A"; and

WHEREAS, it serves a legitimate public purpose for CONTRACTOR to perform the work or services described in attached Exhibit "A" for Monroe County;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

1. THE AGREEMENT

The Agreement consists of this Agreement, together with the Request for Proposals ("RFP") documents, exhibits, responses, and any addenda and all required insurance documentation. In the event of a discrepancy between the documents, precedence shall be determined by the order of the documents as just listed.

2. SCOPE OF WORK

The Scope of Work shall include, but not be limited to, all work and / or services shown and listed in **Exhibit "A",** which is attached hereto and made a part hereof. The Contractor is required to provide a complete job as contemplated by this Scope of Work. The Contractor shall furnish all labor, supervision, materials, power, tools, equipment, supplies, permits, if any are necessary, and any other means of construction or work necessary or proper for performing and completing the Scope of Work, unless otherwise specifically stated, or as amended throughout the term of this Agreement. The Contractor

shall be responsible for the scheduling of services required per the Scope of Work, so as each task is satisfactorily completed.

3. PERSONNEL

Communication between the County Representative and the Contractor's personnel is very important. Therefore, the Contractor must assure that at least one (1) of its personnel per site and/or location can communicate well in the English language with the County Representative. Any employee hired by the Contractor will be the Contractor's employee and in no way has any association with the County. The Contractor shall insure that its employees are trained in all appropriate safety regulations, including but not limited to, OSHA regulations, DEP regulations, and all other applicable local, State, and Federal regulations.

The Contractor shall be available during all hours of operation and provide an after-hours contact person and phone number.

Photo identification cards are required, which shall clearly identify personnel as employees of the Contractor. This requirement shall apply upon entering County property and at all times while on duty.

4. BACKGROUND CHECKS / FINGERPRINTING

Contractor employees must consent to Level Two background checks and the results are to be provided to the County within thirty (30) days of award of the contract. The County reserves the right to refuse personnel based on results of the background check. The County reserves the right to demand of the Contractor replacement of an employee for the Contractor if a conflict or problem with that employee should arise. The County's Director of Transit or his designee shall have the right to require any employee(s) of the Contractor to be permanently removed from any County facility serviced by the Contractor providing the requested services whenever it appears to be in the best interest of the County. It is the responsibility of the Contractor to inform the Director of Transit or his designee of all new hires and the results of the background check. The Contractor will be responsible for the supervision, hiring and firing of their own employees, and shall be solely responsible for the pay, worker's compensation insurance, and benefits.

5. CONTRACT SUM AND PAYMENTS TO CONTRACTOR

A. Monroe County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners ("BOCC"). Monroe County's performance and obligation to pay under this Agreement is also contingent upon an annual appropriation by the State of Florida. County shall pay in accordance with the Florida Local Government Prompt Payment Act and Monroe County Code; payment will be made after delivery and inspection by County and upon submission of a proper invoice by Contractor.

B. Contractor shall submit to County invoices for its monthly services with supporting documentation acceptable to the Clerk. The Monthly costs shall include the Monthly,

Quarterly, Bi-Annual (Twice a Year), and Annual operator dashboard metrics. Such invoices shall be submitted monthly in arrears during the duration of the contract. Contractor shall submit to County one invoice monthly no later than the tenth (10th) of the following month after services have been provided with supporting documentation acceptable to the Clerk. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules, and regulations as may govern the Clerk's disbursal of funds. Monroe County's Fiscal Year is October 1st through September 30th. All outstanding invoices must be submitted for payment within ten (10) days of the end of the Fiscal Year to avoid non-payment for those services.

C. Total annual Compensation to Contractor under this Agreement shall not exceed Eight Hundred and Fifty-Two Thousand ($852,000.00) Dollars payable on a monthly basis of up to Seventy-One Thousand ($71,000.00) Dollars for services rendered .

There shall be no additional charges to the County for travel, mileage, meals, or lodging.

6. TERM OF AGREEMENT

This Agreement shall commence on May 15, 2024, and ends on May 15, 2025, unless terminated earlier under this Agreement.

The County shall have the option to renew this Agreement for up to an additional two (2) one-year periods on terms and conditions mutually agreeable to the parties, exercisable upon written notice given at least thirty (30) days prior to the end of the initial term. Unless the context clearly indicates otherwise, references to the "term" of this Agreement shall mean the initial term. The County is not required to state a reason if it elects not to renew.

7. LICENSES AND COUNTY SEAL

Contractor has, and shall maintain throughout the term of this Agreement, appropriate licenses. Proof of such licenses shall be submitted to the County upon execution of this Agreement and annually thereafter or upon any renewal. Contractor shall not use the Monroe County seal(s), logos, or crests, etc. without specific, written, County pre-approval. The Contractor shall include this provision in any subcontracts.

8. MAINTENANCE OF RECORDS

Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of seven (7) years from the termination of this Agreement, or five (5) years after final payment is made, or five (5) years from the submission of the final expenditure report as per 2 CFR §200.334 if applicable, whichever is greater. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for

public records purposes during the term of the Agreement and for seven (7) years following the termination of this Agreement. If an auditor employed by the COUNTY, FDOT, or Clerk determines that monies paid to CONTRACTOR pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the CONTRACTOR, the CONTRACTOR shall repay the monies together with interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the COUNTY.

9. RIGHT TO AUDIT

Availability of Records. The records of the parties to this Agreement relating to the Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by County or the Monroe County Office of the Clerk of Court and Comptroller (hereinafter referred to as "County Clerk") to substantiate charges related to this agreement, and all other agreements, sources of information and matters that may in County's or the County Clerk's reasonable judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document (all foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction by County's representative and/or agents or the County Clerk. County or County Clerk may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, Subcontractors, suppliers, and contractors' representatives. All records shall be kept for ten (10) years after Final Completion of the Project. The County Clerk possesses the independent authority to conduct an audit of Records, assets, and activities relating to this Project, as does FDOT. If any auditor employed by Monroe County, FDOT, or County Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement or were wrongfully retained by the Contractor, the Contractor shall repay the monies together with interest calculated pursuant to Section 55.03, Fla. Stat., running from the date the monies were paid to Contractor. The *right to audit* provisions survive the termination or expiration of this Agreement.

10. PUBLIC RECORDS COMPLIANCE

Contractor must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of Article I of the Constitution of Florida. The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other "public record" materials in its possession or under its control

subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this contract and related to contract performance. The County shall have the right to unilaterally cancel this contract upon violation of this provision by the Contractor. Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this contract and the County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

The Contractor is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to Fla. Stat., Sec. 119.0701 and the terms and conditions of this contract, the Contractor is required to:

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

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

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

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

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

If the Contractor does not comply with the County's request for records, the County shall enforce the public records contract provisions in accordance with the contract,

notwithstanding the County's option and right to unilaterally cancel this contract upon violation of this provision by the Contractor. A Contractor who fails to provide the public records to the County or pursuant to a valid public records request within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRIAN BRADLEY AT PHONE NO. 305-292-3470, BRADLEY-BRIAN@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY'S OFFICE, 1111 12TH STREET, SUITE 408, KEY WEST, FL 33040.

11. HOLD HARMLESS, INDEMNIFICATION, DEFENSE, AND INSURANCE

Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, and to the fullest extent provided by law, Contractor shall defend, indemnify, and hold the County and the County's elected and appointed officers and employees harmless from and against (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of Contractor or any of its employees, agents, contractors, or other invitees during the term of this Agreement, (B) the negligence, recklessness, intentional wrongful misconduct, errors or other wrongful act or omission of Contractor or any of its employees, agents, sub-contractors, or other invitees, or (C) Contractor's default in respect of any of the obligations that it undertakes under the terms of this Agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of the County or any of its employees, agents, contractors, or invitees (other than Contractor). The monetary limitation of liability under this Agreement shall be equal to the dollar value of the contract and not less than $1 million per occurrence pursuant to Section 725.06, Florida Statutes. The limits of liability shall be as set forth in the insurance requirements included in this paragraph.

The Proposer, without exemption, shall indemnify and save harmless, the County, its employees and/or any of its Board of County Commissioners from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such

claim is made, or is pending, the Proposer may, at its option and expense, procure for the County the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this Agreement, this section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor s failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay. Should any claims be asserted against the County by virtue of any deficiency or ambiguity in the plans and specifications provided by the Contractor, the Contractor agrees and warrants that the Contractor shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement. Failure of Contractor to comply with the requirements of this section shall be cause for immediate termination of this Agreement.

Nothing in this Agreement is intended to, or should be construed, to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit pursuant to the terms or provisions of this Agreement.

Prior to execution of this agreement, CONTRACTOR shall furnish the COUNTY Certificates of Insurance indicating the minimum coverage limitations in the following amounts:

WORKERS COMPENSATION AND EMPLOYER'S LIABILTIY INSURANCE. Where applicable, coverage to apply for all employees at minimum statutory limits as required by Florida Law, and Employee's Liability coverage in the amount of $100,000.00 bodily injury by accident, $500,000.00 bodily injury by disease, policy limits, and $100,000.00 bodily injury by disease, each employee.

COMPREHENSIVE AUTOMOBILE VEHICLE LIABILITY INSURANCE. Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than *$2,000,000.00* per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. If single limits are provided, the minimum acceptable limits are *$1,000,000.00* per person, *$2,000,000.00* per occurrence, and *$200,000.00* property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

COMMERCIAL GENERAL LIABILITY. Commercial general liability coverage with limits of liability of not less than *$1,000,000.00* per occurrence and not less than a $2,000,000.00 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. Coverage will comply with the State of Florida, Department of Transportation requirements as outlined in the Grant Agreement.

CERTIFICATES OF INSURANCE. Original Certificates of Insurance shall be provided to the County at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than ten (10) calendar days' written notice shall be provided to the County and to State of Florida, Department of Transportation before any policy or coverage is canceled or restricted. The underwriter of such insurance shall be qualified to do business in the State of Florida. If requested by the County Administrator, the insurance coverage shall be primary insurance with respect to the County, its officials, employees, agents, and volunteers.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS 1100 SIMONTON STREET, KEY WEST, FLORIDA 33040, MUST BE NAMED AS CERTIFICATE HOLDER AND ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKER'S COMPENSATION.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, DISTRICT SIX, 1000 NW 111 AVENUE, RM 6108, MIAMI, FL 33172, MUST BE NAMED AS CERTIFICATE HOLDER AND ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKER'S COMPENSATION.

To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and hold harmless MONROE COUNTY and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the contractor/consultant in the performance of this Agreement. This indemnification shall survive the termination of this Agreement.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28.

12. NON-WAIVER OF IMMUNITY

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

13. INDEPENDENT CONTRACTOR

At all times and for all purposes under this Agreement, Contractor is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this Agreement shall be construed so as to find Contractor or any of its employees, subcontractors, servants, or agents to be employees of the Board of County Commissioners of Monroe County.

14. NONDISCRIMINATION/ EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. CONTRACTOR and COUNTY agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color, religion, sex, or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of disability; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

During the performance of this Agreement, the CONTRACTOR, in accordance with *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C, agrees as follows:

1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or

federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

15. ASSIGNMENT/SUBCONTRACT

Contractor shall not assign or subcontract its obligations under this Agreement to others, except in writing and with the prior written approval of the Board of County Commissioners of Monroe County, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this Agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any additional obligation upon the Board.

16. COMPLIANCE WITH LAW AND LICENSE REQUIREMENTS

In providing all services/goods pursuant to this Agreement, Contractor shall abide by all laws of the Federal and State government, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Compliance with all laws includes, but is not limited to, the immigration laws of the Federal and State government. Any violation of said statutes, ordinances, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the Board to terminate this Agreement. Contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this Agreement.

17. DISCLOSURE AND CONFLICT OF INTEREST

Contractor represents that it, its directors, principals and employees, presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required by this contract, as provided in Sec.

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

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

18. NO PLEDGE OF CREDIT

Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this contract. Contractor is prohibited from placing a lien on County's property. This prohibition applies to all contractors and subcontractors, suppliers and laborers.

19. NOTICE REQUIREMENT

All written correspondence to the COUNTY shall be dated and signed by an authorized representative of the CONTRACTOR. Any written notices or correspondence required or permitted under this Agreement shall be sent by United States Mail, certified, return receipt requested, postage pre-paid, or by courier with proof of delivery. The place of giving Notice shall remain the same as set forth herein until changed in writing in the manner provided in this paragraph. Notice is deemed received by CONTRACTOR when delivered by national courier with proof of delivery, or by U.S. Mail upon verified receipt, or upon the date of refusal or non-acceptance of delivery. Notice shall be sent to the following persons:

FOR COUNTY:	FOR CONTRACTOR:
Monroe County Executive Director of Transit 1100 Simonton Street Key West, FL 33040	Beefree, LLC d/b/a Freebee Managing Partner 2312 N. Miami Avenue Miami, FL 33127 371 NE 61st Street, Miami, FL 33137

and

Monroe County Attorney
1111 12th Street, Suite 408
Key West, FL 33040

20. TAXES

County is exempt from payment of Florida State Sales and Use taxes. Contractor shall not be exempted by virtue of the County's exemption from paying sales tax to its suppliers for materials used to fulfill its obligations under this contract, nor is Contractor authorized to use the County's Tax Exemption Number in securing such materials. Contractor shall be responsible for any and all taxes, or payments of withholding, related to services rendered under this Agreement.

21. TERMINATION

A. In the event that the CONTRACTOR shall be found to be negligent in any aspect of service, the COUNTY shall have the right to terminate this Agreement after five (5) days' written notification to the CONTRACTOR.
B. Either of the parties hereto may cancel this Agreement without cause by giving the other party ninety (90) days' written notice of its intention to do so.
C. Termination for Cause and Remedies: In the event of breach of any contract terms, the COUNTY retains the right to terminate this Agreement. The COUNTY may also terminate this Agreement for cause with CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, prior to termination, the COUNTY shall provide CONTRACTOR with five (5) calendar days' written notice and provide the CONTRACTOR with an opportunity to cure the breach that has occurred. If the breach is not cured, the Agreement will be terminated for cause. If the COUNTY terminates this Agreement with the CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due the CONTRACTOR under this Agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract; however, the COUNTY reserves the right to assert and seek an offset for damages caused by the breach. The maximum amount due to CONTRACTOR shall not in any event exceed the spending cap in this Agreement. In addition, the COUNTY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract and including the right to pursue a claim for violation of the COUNTY's False Claims Ordinance, located at Section 2-721 et al. of the Monroe County Code.
D. Termination for Convenience: The COUNTY may terminate this Agreement for convenience, at any time, upon thirty (30) days' written notice to CONTRACTOR. If the COUNTY terminates this Agreement with the CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due the CONTRACTOR under this Agreement prior to termination, unless the cost of

completion to the COUNTY exceeds the funds remaining in the contract. The maximum amount due to CONTRACTOR shall not exceed the spending cap in this Agreement.

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

F. For contracts of $1,000,000 or more:

(1) If the County determines that the Contractor/Consultant submitted a false certification under Section 287.135(5), Florida Statutes, the County shall have the option of (1) immediately terminating the Agreement after it has given the Contractor/Consultant written notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement, at the County's option, if the conditions of Section 287.135(4), Florida Statutes, are met.

(2) If the Contractor/Consultant has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or if the Contractor/Consultant has been placed on a list created pursuant to Section 215.473, relating to scrutinized active business operations in Iran, or been engaged in business operations in Cuba or Syria, the County shall have the option of (1) terminating the Agreement after it has given the Contractor/Consultant written notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement, at the County's option, if the conditions of Section 287.135(4), Florida Statutes, are met.

22. GOVERNING LAW, VENUE, AND INTERPRETATION

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to Agreements made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Contractor agree that venue will lie in the appropriate court, or before the appropriate administrative body, in Monroe County, Florida. The Parties waive their rights to trial by jury. The County and Contractor agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

23. MEDIATION

The County and Contractor agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

24. SEVERABILITY

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

25. ATTORNEY'S FEES AND COSTS

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

26. ADJUDICATION OF DISPUTES OR DISAGREEMENTS

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

27. COOPERATION

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Contractor agree to participate, to the extent required by the other party, in all proceedings,

hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Contractor specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

28. BINDING EFFECT

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

29. AUTHORITY

Each party represents and warrants to the other that the execution, delivery, and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law. Each party agrees that it has had ample opportunity to submit this Contract to legal counsel of its choice and enters into this agreement freely, voluntarily, and with advice of counsel.

30. CLAIMS FOR FEDERAL OR STATE AID

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

The services included in the Scope of Work are being funded, in part, by a grant from the State of Florida, Department of Transportation (FDOT). As a result, the services that arise out of this agreement are subject to the provisions in the Grant Agreement. The Grant Agreement is hereby incorporated herein and attached as Exhibit B. The Contractor hereby agrees to comply with all terms and conditions of the Grant Agreement and all federal, state, and local laws and regulations applicable to this project, including but not limited to all conditions imposed on the County. The Contractor is bound by any terms and conditions of the Grant Agreement.

Should FDOT determine that the contract, or any portion thereof, is in conflict with any term or condition of the Grant Agreement, or is in conflict with any relevant provision of federal or state law or administrative rule, then that determination will supersede any contrary provision of this contract or Request for Proposals to the extent of the conflict. FDOT specifically reserves the right to review and approve any and all third-party contracts with respect to this project and any payment is contingent on obtaining FDOT approval, as required.

31. PRIVILEGES AND IMMUNITIES

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

32. LEGAL OBLIGATIONS AND RESPONSIBILITIES

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

33. NON-RELIANCE BY NON-PARTIES

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

34. ATTESTATIONS

Contractor agrees to execute such documents as the County may reasonably require including, but not limited to, a Public Entity Crime Statement, an Ethics Statement, Non-Collusion Statement, and a Drug-Free Workplace Statement, as set forth within this RFP.

35. NO PERSONAL LIABILITY

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

36. EXECUTION IN COUNTERPARTS

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

37. SECTION HEADINGS

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

38. PUBLIC ENTITY CRIME STATEMENT

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

39. MUTUAL REVIEW

This Agreement has been carefully reviewed by Contractor and the County. Therefore, this Agreement is not to be construed against either party on the basis of authorship.

40. INCORPORATION OF RFP DOCUMENTS

The terms and conditions of the RFP documents are incorporated by reference in this contract agreement.

41. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. Monroe County's performance and obligation to pay under this Agreement is also contingent upon an annual appropriation by the State of Florida. In the event that the funds on which this Agreement is dependent are withdrawn, this Agreement is terminated, and the County has no further obligation under the terms of this Agreement to the Contractor beyond that already incurred by the termination date.

42. COVENANT OF NO INTEREST

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

43. AGREEMENTS WITH SUBCONTRACTORS

In the event that the Contractor subcontracts any or all of the work in this project to any third party, the Contractor specifically agrees to identify the County as an additional insured on all insurance policies required by the County. In addition, the Contractor specifically agrees that all agreements or contracts of any nature with his/her subcontractors shall include the County as an additional insured.

44. FEDERAL CONTRACT REQUIREMENTS (as applicable)

The CONTRACTOR and its subcontractors must follow the provisions, as applicable, as set forth in 2 C.F.R. §200.326 Contract provisions and Appendix II to 2 C.F.R. Part 200, as amended, including but not limited to:

44.1 **Davis-Bacon Act**, as amended (40 U.S.C. §§3141-3148). When required by Federal program legislation, which includes Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must comply with the Davis-Bacon Act (40 U.S.C. §§3141-3144, and §§3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If applicable, the COUNTY must place a current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

When required by Federal program legislation, which includes Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program (it does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program), the contractors, in contracts for construction or repair work above $2,000 in situations where the Davis-Bacon also applies, must also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). As required by the Act, each

contractor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

(1) Contractor. The contractor shall comply with U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Government may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis-Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

44.2 **Contract Work Hours and Safety Standards Act** (40 U.S.C. §§3701-3708). Where applicable, which includes all FEMA grant and cooperative agreement programs, all contracts awarded by the COUNTY in excess of $100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C.§§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. §3702 of the Act, each contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of

laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of 29 C.F.R. §5.5, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated Damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of 29 C.F.R. §5.5, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of 29 C.F.R. §5.5.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of 29 C.F.R. §5.5.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in 29 C.F.R. §5.5, paragraphs (b)(1) through (4 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 C.F.R. §5.5, paragraphs (1) through (4).

44.3 **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under

Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

44.4 **Clean Air Act (42 U.S.C. §§7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§1251-1387).** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §§1251-1387) and will report violations to FEMA/Federal Agency and the appropriate Regional Office of the Environmental Protection Agency (EPA). The Clean Air Act (42 U.S.C. §§7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§1251-1387), as amended, applies to Contracts and subgrants of amounts in excess of $150,000. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA/Federal agency. The Contractor agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to FEMA/Federal Agency and the appropriate EPA Regional Office.

44.5 **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award under a "covered transaction" (see 2 C.F.R. §180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension" and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and suspension). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. §180.935) or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Bidders or Proposers agree to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

44.6 **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).** Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. If award exceeds $100,000, the certification, attached hereto and made a part hereof, must be signed and submitted by the CONTRACTOR to the COUNTY.

44.7 **Compliance with Procurement of Recovered Materials as set forth in 2 C.F.R. § 200.322.** CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended, by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

44.8 **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment as set forth in 2 C.F.R. § 200.216.** Recipients and subrecipients and their contractors and subcontractors may not obligate or expend any federal funds to **(1)** Procure or obtain; **(2)** Extend or renew a contract to procure or obtain; or **(3)** Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

44.9 **Domestic Preference for Procurements as set forth in 2 C.F.R. §200.322.** The COUNTY and CONTRACTOR should, to the great extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). These requirements of this section must be included in all subawards including contracts and purchase orders for work or products under federal award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

44.10 **Americans with Disabilities Act of 1990, as amended (ADA).** The CONTRACTOR will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the CONTRACTOR pursuant thereto.

44.11 **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the COUNTY that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with COUNTY funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The COUNTY and its CONTRACTOR agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with 2 C.F.R. § 200.321(as set forth in detail below), applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The COUNTY and the CONTRACTOR

and subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts, entered pursuant to this Agreement.

2 C.F.R. § 200.321 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

A. If the CONTRACTOR, with the funds authorized by this Agreement, seeks to subcontract goods or services, then, in accordance with 2 C.F.R. §200.321, the CONTRACTOR shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible.

B. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

(6) Requiring the Prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraph (1) through (5) of this section.

OTHER FEDERAL REQUIREMENTS (as applicable)

44.12 Access to Records. Contractor/Consultant and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing the Department of Homeland Security (DHS) and the Federal Emergency Management Agency's (FEMA) access to records, accounts, documents, information, facilities, and staff. Contractors/Consultants must: (1) Cooperate with any compliance review or complaint investigation conducted by DHS; (2) Give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance; (3) Submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

44.13 DHS Seal, Logo, and Flags. Contractor shall not use the Department of Homeland Security seal(s), logos, crests, or reproduction of flags or likenesses of DHS agency officials without specific pre-approval. The Contractor shall include this provision in any subcontracts.

44.14 **Changes to Contract.** The Contractor understands and agrees that any cost resulting from a change or modification, change order, or constructive change of the agreement must be within the scope of any Federal grant or cooperative agreement that may fund this Project and be reasonable for the completion of the Project. Any contract change or modification, change order or constructive change must be approved in writing by both the County and Contractor.

44.15 **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply will all applicable federal law, regulations, executive orders, Federal Agency policies, procedures, and directives.

44.16 **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the COUNTY/non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

44.17 **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

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

44.19 If this Agreement is funded by the Florida Department of Emergency Management (FDEM), the Contractor will be bound by the terms and conditions of any applicable Federally-Funded Sub-Award and Grant Agreement between the County and the Florida Division of Emergency Management (Division).

44.20 If applicable, the Contractor shall hold the Division and County harmless against all claims of whatever nature arising out of the Contractor's performance of work under this Agreement, to the extent allowed and required by law.

44.21 **Energy Efficiency.** If applicable, Contractor will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. §§6201-6422) and will all mandatory standards and policies relating to energy efficiency and the provisions of the state Energy Conservation Plan adopted pursuant thereto.

45. **Florida E-Verify System** – Beginning January 1, 2021, in accordance with Fla. Stat., Sec. 448.095, the Contractor and any subcontractor shall register with and shall utilize the U.S. Department of Homeland Security's **E-Verify system** to verify the work authorization status of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland

Security's E-Verify system to verify the work authorization of all new employees hired by the subcontractor during the Contract term. Any subcontractor shall provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall comply with and be subject to the provisions of Fla. Stat., Sec. 448.095.

46. UNCONTROLLABLE CIRCUMSTANCE

Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable: (a) acts of God; (b) flood, fire, earthquake, explosion, tropical storm, hurricane or other declared emergency in the geographic area of the Project; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest in the geographic area of the Project; (d) government order or law in the geographic area of the Project; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority prohibiting work in the geographic area of the Project;(each, a "Uncontrollable Circumstance"). CONTRACTOR'S financial inability to perform, changes in cost or availability of materials, components, or services, market conditions, or supplier actions or contract disputes will not excuse performance by Contractor under this Section. Contractor shall give County written notice within seven (7) days of any event or circumstance that is reasonably likely to result in an Uncontrollable Circumstance, or as soon as possible after such Uncontrollable Circumstance has occurred if reasonable unanticipated, and the anticipated duration of such Uncontrollable Circumstance. Contractor shall use all diligent efforts to end the Uncontrollable Circumstance, ensure that the effects of any Uncontrollable Circumstance are minimized and resume full performance under this Agreement. The County will not pay additional cost as a result of an Uncontrollable Circumstance. The Contractor may only seek a no cost Change Order for such reasonable time as the Owners Representative may determine.

47. WARRANTY OF PERFORMANCE

Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial responsibility required to perform and provide all services set forth in the Scope of Work and that each person and entity that will provide services is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such services. Contractor represents and warrants that the services in the Scope of Work shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

48. ENTIRE AGREEMENT

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

Any amendment to this Agreement shall be in writing, approved by the Board of County Commissioners, and signed by both parties before it becomes effective.

49. FINAL UNDERSTANDING

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, COUNTY and CONTRACTOR hereto have executed this Agreement on the day and year first written above in one (1) counterpart, each of which shall, without proof or accounting for other counterparts, be deemed an original contract.

(SEAL)

Attest: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

Date: 5/15/2024

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor

APPROVED AS TO FORM & LEGAL SUFFICIENCY
Monroe County Attorney's Office

_____
Nathalia Mellies Archer
Assistant County Attorney

Witnesses for CONTRACTOR:

_____
Signature

May 7th, 2024 Claudia Miro
Date Print Name

_____
Signature

May 7th, 2024 Matt Friedmann
Date Print Name

CONTRACTOR:

_____

Signature of person authorized to legally bind CONTRACTOR

Date: May 7th,

Jason Spiegel - Managing
Print Name and Title

Address: 371 NE 61st
Miami, FL

305-330-9
Telephone Number

FILED FOR RECORD
2024 MAY 23 AM 10: 58
CLK. CIR. CT.
MONROE COUNTY, FLA.

EXHIBIT "A"

SCOPE OF WORK

REQUIREMENTS FOR

MONROE COUNTY MICROTRANSIT SERVICE PROVIDER

General

The selected contracted service provider will provide project management, implementation and simulation guidance, software technology, and trip data for Monroe County's new On-Demand service. The micro transit technology will allow riders to manage their transportation on this service and provide Monroe County access to all trip data to evaluate the services.

In its response, the proposer is encouraged to detail its approach to each of the requirements below. For example, clear and transparent communication is critical to making its micro transit service attractive to riders. Therefore, the proposer should describe not only the types of notifications that are built into the software but also how feasible it would be to expand the types of notifications should an additional need materialize.

Monroe County seeks to build a trusting relationship with the selected vendor as a partner. If the proposer does not have a particular required capability in a fully tested and deployed version of the technology, the proposer should be transparent and state specifically as such; the proposer should not state that it is in development. Not having a specific required capability may not eliminate the proposer from contention, but falsehoods or exaggerations will.

On-Demand Transit Service Parameters

To implement an on-demand transit service for Monroe County, it is necessary to establish a number of key parameters. Based on the findings from preliminary analysis, the anticipated factors have been developed. Once the contracted service provider is selected, additional assessment will be conducted. These preliminary parameters have been developed to outline the new service and include:

- Service Hours
- Vehicle Type(s)
- Pickup & Drop-Off Points
- Fare
- Qualification to Ride
- Average Wait Time

Service Parameter	Preliminary Estimate	Note
Service Hours	5 am – 9 pm	This service span is intended to allow employees to access their early (6 am) shifts, and evening employees to return home.
Vehicle Type	Auto + WAV	An automobile typically provides seats for three passengers, easily accommodating the great majority of expected ride requests of one or two people. A wheelchair accessible vehicle (WAV) is required to meet ADA demands; a minivan is typical which also could meet the demand of a party of up to six passengers.
Pickup & Drop-Off points	Curb to curb	The vehicle picks up on the public street nearest to the pickup request location; it will usually not circulate within private properties such as resorts. To avoid excessive delays in traffic, the passenger may be requested to walk to or from a pickup point in areas of extreme congestion. These change by time of day and for special events.
Fare	$2 (TBD)	Equivalent to the fare charged by Key West Transit.
Qualification to ride	No qualification	Available to the general public
Average wait time	20 minutes	This is less than average for public on-demand transit, and somewhat longer than may be expected for private on-demand transit.

Data Access and Ownership

Monroe County requires full access to, and ownership of all data associated with the micro transit service. Data collected must readily-available to the County for the minimum requirements outlined in the **Data Collection and Reporting** section of this scope.

Trip Requests

In general, riders must have the ability to book their trip themselves via smartphone and via any computer or mobile device with internet access. Trip booking must be available via standard web browsers and from any commonly used internet-enabled device. Riders must also have the ability to book their trip by calling the contracted service provider's customer service. Also, the technology should enable a rider to request and cancel subscription (regularly recurring) trips, advance trips (day before and earlier), same-day trips (on the day of service but not immediate response), and immediate response trips (come as soon as possible).
At a minimum, the technology should:

- Provide a smartphone app for iOS and Android, available as a free download, to reserve, cancel or update/modify trip requests. The app should be able to incorporate custom branding of Monroe County and potentially any partnering funding sponsors. The app must be developed on an open protocol platform to allow for data integration with additional County systems now and in the future.
- Allow for riders to register for the service and reserve, cancel and modify/update trip requests via desktop/laptop computers. Proposers should describe the registering and on-boarding process.
- Accommodate advance-request and other same-day rides requested up to 48 hours in advance; for advance trip requests, allow the rider to define a range of acceptable pick-up times, e.g., 10:00 to 11:00 am, for the date of travel. While it is expected that most riders will request a trip "in real time" (that is, for immediate fulfillment), the system should accommodate other same-day trips, advance trips, and subscription trips (see below). Also, please indicate whether a user is able to schedule all booking legs simultaneously, or whether the rider must schedule each leg one by one.
- Also accommodate "subscription" or "standing order" requests, such as a weekday commuting trip, made at the same time and taken between the same origin and destination. Proposers should indicate whether or not the technology has the ability for a rider to enter a start and end date for the subscription trip. In addition, if such a subscription trip exists, it should be easy for the rider to put that trip "on hold" in case of sickness or vacation.
- Have the ability to choose from a list of favorite/past locations (including "home") and location names for which the address is unknown to the rider. Describe how the rider designates pick-up and drop-off locations.
- Have the ability to use a rider's current location as the origin of a trip.
- Have the ability to "push" a requested pick-up location. It is anticipated that the micro transit service will provide curb to curb service for pick-up and drop-off points identified by the rider. For some locations, however, it may be problematic for the vehicle to park safely to pick-up or discharge a passenger. For such locations, the system must inform the rider that a nearby alternative location has been identified by the system.
- Allow riders with mobility devices to enter the mobility device or service animal as part of their request. Riders who require a wheelchair accessible vehicle should be able to request one. The driver must be notified of this information as well as any accessibility equipment that will be needed for that trip.
- Provide a trip ID to the rider upon trip confirmation, and for immediate trips, notify the rider as to the expected ETA. Proposers should describe what other information is provided to the rider upon trip confirmation.
- For all trips, provide the rider with vehicle tracking within a minimum of two (2) minutes of vehicle arrival and notify the rider when the vehicle assigned to the trip is in the vicinity and traveling toward the rider's desired location (imminent arrival), and notify the rider when the vehicle has arrived at the requested location. The technology should also provide vehicle tracking while the rider is on-board.
- Accommodate "walk-on" riders.
- Notify riders of an emergency / service suspension.
- The proposer's technology that interfaces with riders must meet or exceed WCAG level AA accessibility standards for web content. The proposer's app must be designed in accordance with app development standards published by Apple for its iOS platform and by Google for the Android platform, allowing riders with disabilities, including those who are blind or visually impaired who use screen readers and other assistive technology to access the proposer's technology.

- Allow riders to share both real-time and post-trip feedback and rate various aspects of the trip just taken. While not essential, proposer should describe any additional survey capabilities to obtain general feedback from riders. All feedback, positive an must be available to the County at all times.
- Accommodate in-app marketing capabilities.

Driver Information and Driver/Dispatcher Interface

The Proposer's technology must:

- Provide driving instructions in list, map, and turn-by-turn voice instructions.
- Provide additional information that will help the driver at pick-up. How does the driver know when and where to stop? How does the technology help the driver identify the rider?
- How does the driver confirm that the rider is not at the agreed-upon location? What happens if the rider is not at the agreed upon location if the driver is on-time (and if late)? How does a driver indicate a no-show request to the dispatcher? What happens if the rider shows up with an unconfirmed service animal and companion(s) and there is insufficient room?
- Provide for drivers to accommodate "walk-up" riders?
- Provide features that prevents/minimizes distracted driving.
- Provide ways for dispatcher-driver communication.
- Provide dispatchers with ways to add or move trips to another vehicle, should the need arise, e.g., in response to a vehicle running late or service anomalies such a route deviation, unexpected traffic, vehicle breakdowns, accidents, or a re-merging no-show.
- Provide dispatchers the ability to list/view all vehicle runs (and detailed information about each run) and all unscheduled/unassigned trips or will-call trips on the day of service.

Software Scheduling/Dispatching Algorithms

The proposer's technology must have a proven way of automatically assigning a trip to a micro transit vehicle in an effective manner to accomplish the service quality standards established by Monroe County such as achieving a 95% on-time performance for all trip types. Please describe how the software works by including answers to the following questions in the proposal.

- What factors does the proposer's technology consider when assigning a trip to a specific vehicle? Can the algorithms be adjusted to reflect Monroe County's desired balance between cost efficiency and service quality?
- What factors does the proposer's technology consider in routing a vehicle?
- Does the technology allow for setting speed factors by time of day and by area?
- Does the technology allow for the setting of service quality standards, e.g., for immediate trips, a standard for maximum response time? For other trips, a pick-up window and an on-time performance standard? What other parameters does the algorithm consider? How are violations indicated?
- Does the technology incorporate predictive logic to identify and address potential problems before they occur?
- Does the technology have automated and dynamic "self-healing" capabilities that adjust or re-assigns trips in order to address violations or increases efficiencies without dispatcher involvement, and how does that work?
- Is the vehicle routing capability native to the proposer's technology or does the system rely on a third-party navigation technology vendor? (If the latter, please identify the vendor and the license of cost.)

- How does the technology automate the dispatch process to reduce the need for dispatcher intervention?
- Does the technology allow for and track dispatcher adjustments to allow for better optimization or shared rides?
- Does the technology have the ability to automatically or manually insert a driver break?

Administrative Interface

In its proposal, the proposer should describe the control center/operational management tools of its technology. The administrative interface should also:

- Allow for the establishment of commonly frequented locations, service area polygons and travel restriction polygons.
- Allow for real-time monitoring of vehicle locations, driver performance, and trip request fulfillment response times and on-time performance for other trips.
- Allow Monroe to make changes, create or amend zones, create and categorize stops within zones and modify service times.
- Provide options to generate reports and to extract (and export) operational data for analysis and in a format suitable for extraction of NTD datasets.
- Provide a way to auto-archive and store "old" data.
- Provide custom report building tools.

Fares

Monroe County's micro transit service will collect a fare per trip – TDB. Therefore, the proposer's technology will need to accommodate fare collection. In its response, Monroe County would like the proposer to describe the technology's capabilities for fare collection, tracking and associated policies.

Data Collection and Reporting

The technology must be able to report ridership data, analytics, and KPIs that provide information that not only meets NTD reporting requirements but is also useful in evaluating the service and in future service planning. The technology should provide for and collect the following data:

- The following data shall be collected as part of the registration process:
    - Customer Name
    - Home address
    - Notes for customers and home address (for drivers and dispatchers)
    - Cell phone number
    - Home telephone number
    - Email address for trip confirmations/notifications
    - Communication preferences
    - Defaults for Personal Care Assistant (PCA), service animal, mobility devices
- For each trip request with origins and destinations within the service area and during service days and hours (one record for going trip; one record for return trip; one record per leg)
    - Trip identifier
    - Subscription, advanced, same-day or immediate reservation
        - For subscription trips:
            - Date of reservation
            - Days of service
            - Date of first service
            - Expiration date
            - Requested pick-up time
        - For advanced trips
            - Date of reservation
            - Date of service

        - Requested pick-up time
    - For same-day trips
        - Time of reservation
        - Requested pick-up time
    - For immediate-response trips
        - Time of reservation
    - For walk-on trips
        - Time of pick-up
  - Trip origin (geo-location)
  - Trip origin arrival time (and departure time?)
  - OTP for subscription trips, advance trips and same-day trips
    - Arrived on-time (within the pick-up window)
    - Arrived late (after pick-up window)
    - Did not arrive (missed trip)
  - Response time for immediate trips (in minutes and seconds or seconds) – the difference between the time of reservation and the vehicle arrival time at the requested pick-up location
  - Trip destination (geo-location)
  - Trip destination arrival time
  - Trip time (in minutes and seconds or seconds)
  - Direct miles between origin and destination – then most direct number of route/street miles from origin to destination if the trip were served exclusively
  - Number of companions
  - Number of riders in wheelchair
  - Number of service animals
  - Trip status (completed, cancelled in advance, cancelled at door, no-show, denied for insufficient capacity)
- For each dedicated vehicle run for each day of service
  - Vehicle run identifier
  - Service start time
  - Break start time
  - Break end time
  - Service end time
  - Revenue service hours (in service time less breaks)
  - Number of total passenger trips served
    - Number of exclusive ride trips
    - Number of shared ride trips
  - Number of total passengers (including companions) served
  - Productivity (total passenger trips per revenue service hour)

  Note: this is different from how paratransit RVHs are measured
- Totals and averages for all trip requests and dedicated vehicle runs compiled for each day of operation and for each month.
  - Requests - Total
  - Passenger trips and passengers - total
    - Passenger trips – ambulatory
    - Passenger trips - wheelchair
  - Number of completed passenger trips broken down for 4 types of requests
    - Completed – arrived on time (includes immediate-response trips served within one-hour)
    - Completed – late arrival

    - Number of non-completed trip requests
        - Denied
        - Cancelled in advance
        - Cancelled at door
        - No-shows
        - Missed trip
    - Number of non-completed passenger trips broken down by status
    - Average OTP for subscription trip, advance and same-day trips
    - Average response time for immediate-response trips
    - Average trip length
    - Average trip duration
- NTD submissions, including
    - total and revenue vehicle miles
    - total and revenue vehicle hours
    - unlinked passenger boardings
    - unlinked passenger miles

- Rider profiles and trip-making /no-show history

Integration with TNCs

Monroe County is interested in whether or not the proposer's technology has the flexibility to integrate with other applications including Transportation Network Companies.

Simulation Capabilities

Monroe County requests that the proposer's technology includes simulation capabilities. That is, Monroe County desires that the technology have the capability to analyze new areas and times for the micro transit service. It is anticipated that the technology will be used to refine and service and utilized in future planning efforts.

Proposers should detail how the simulation technology works, what inputs it requires, and the resulting outputs and metrics from the simulation.

Functional Design

Using the service design and other service factors as a basis, the Proposer shall include in its proposal a functional design of the technology. All processes and functionalities of the software shall be represented in the functional design and described in detail. The Proposer shall document all modules, platforms, and services that will be implemented to meet the needs and desired service model.

Software Training

The Proposer shall include in the proposal a proposed software training of Monroe County Transit personnel. Training shall be conducted by persons well versed with the technology, and not by a local contractor without experience in using the technologies.

The selected vendor shall provide a detailed training plan at least three weeks before training is scheduled. The plan shall be developed to train staff remotely and on-site. In its proposal, the Proposer should describe whom the contractor shall train and the length of each training course. All training shall be conducted during regular business hours.

Complete training and user manuals shall be required for all trainees. The selected vendor shall supply Monroe County with electronic copies of all documentation and allow the agency to reproduce copies for their use. During the contract period, it will be the responsibility of the

selected vendor to keep the training and user manuals up to date, and to send electronic copies to Monroe County that reflect any changes to the software.

Data Security, Privacy, and Back Up

In its proposal, the Proposer should describe:

- how the technology will secure rider data and what measures are in place to prevent theft of inappropriate use of data in the system
- how the technology is secured against cyber threats (e.g., ransomware attacks)
- how steps taken to maintain technology uptime and to prevent the loss of data

Hosting and Technical Support

The Proposer shall host the software and provide ongoing technical support to Monroe County for the duration of the project, which is anticipated up to three years from the start of revenue service.

The Proposer should include its standard maintenance contract with its proposal and indicate in its proposal the level of technical support and ongoing monitoring that will be provided to ensure the system is functioning properly. As part of this response, please indicate the number of all staff members capable of supporting the software and indicate the percentage of their time that is dedicated to customer support.

Technical support should include but is not limited to:

- Application and User Support
    - Live telephone support during Monroe County's micro transit service hours as well as after-hour responses within 2 hours in the event of software failure
    - Assistance with questions on use of approved software configuration and software version
    - Availability of experts to confer on software new release installation and fixes to bugs
    - Software upgrades -discuss the upgrade process and indicate when upgrades (along with associated new or revised user documentation) will be automatically provided at no cost to Monroe County during the contract/maintenance period.
    - Assistance with system back-ups
    - Assistance with technical recommendations focused on improving system performance

Please state the percentage of "down time" in existing applications of your technology over an average month and indicate the protocols for service replacement or restoration, as well as rider notification in case rider and driver communications becomes inoperable or unavailable for more than five minutes.

Customer Service Support

Proposer should describe its customer service and rider's ability to receive support and provide feedback via phone and/or the internet. Proposers should include in this description what support is available for riders without smart phones or access to the internet.

An accessible video on how to use the system is required and must be developed for the unique service in Monroe County with county staff and/or applicable stakeholders.

Marketing / Promotions Plan and Implementation

Proposer shall develop a comprehensive marketing and promotions plan based upon previous experience deploying micro transit service. Monroe County envisions a combination of hard copy marketing materials, some promotional events, and online advertising. Strategic and robust

marketing of the pilot will be critical to its success. Proposers shall include several proposed marketing events in their response.

Vehicle Requirements

The Vendor will provide a mobile-based, on-demand transportation service. Vehicle capacity shall be a minimum of four (4) individuals at any given time.

A minimum of one (1) vehicle shall be wheelchair accessible. Wheelchair accessible vehicles shall be equipped to allow for the safe loading, securing, and travel of passengers who use wheelchairs based on the vehicle's wheelchair capacity and in compliance with the specifications and regulations set forth by the Federal Transit Administration (FTA) for wheelchair accessible vehicles. The wheelchair accessible vehicles will be either lift or ramp equipped to accommodate wheelchairs and shall have a manual backup to its lift system as required by the ADA. The lift shall incorporate an emergency method of deploying, lowering to ground level with a lift occupant, and raising and stowing the empty lift if the power to the lift fails.

- Contractor vehicles shall be properly licensed and authorized to legally operate on the public streets and rights-of-way in the State of Florida.
- Vehicle maintenance must be performed by the contractor.
- Vehicles shall be aesthetically suitable for a neighborhood shuttle.
- Vehicles shall be equipped with equipment/hardware to collect ridership data and with GPS units for vehicle location.
- Vehicles shall include the Monroe County Transit logo, "Conch".

All vehicles, including wheelchair accessible vehicles, must meet all safety and mechanical standards established by Federal, State, County, and local law, rules, or regulations. Wheelchair accessible vehicles shall be equipped to allow for the safe loading, securing, and travel of passengers who use wheelchairs based on the vehicle's wheelchair capacity and in compliance with the specifications and regulations set forth by the FTA for wheelchair accessible vehicles.

1. **Services.**

a. CONTRACTOR shall provide a turnkey operation to maintain a high level of service for On-Demand Microtransit daily operations. The CONTRACTOR shall provide all necessary vehicles, equipment, personnel, electricity, etc to successfully manage, maintain, and operate services.

b. CONTRACTOR will provide five (5) Vehicles including a minimum of (1) one wheelchair-accessible vehicle, in compliance with the requirements of the Americans with Disabilities Act ("ADA"), dedicated solely to the COUNTY (the "Vehicles") for the duration of the Term.

c. CONTRACTOR will operate the Vehicles within COUNTY's designated service area, as outlined, during COUNTY's operating hours (weather and conditions permitting), except for times when drivers are on company-approved meal or shift breaks. CONTRACTOR agrees that during COUNTY's operating hours, at least one (1) wheelchair-accessible Vehicle will be available to accommodate passengers upon request, and CONTRACTOR will operate any ramping system and secure wheelchairs as necessary, to the extent that it is safe and reasonable to do so, should such accommodations be requested.

d. The CONTRACTOR shall prove Services for the hours of operation Monday – Sunday from 5am – 9pm daily. The hours of operation can be modified to expand or contract by mutual agreement by both the CONTRACTOR and COUNTY.

e. Each of the five (5) vehicles will operate for a total of eighty-four (84) hours per week between Monday-Sunday, within the window of the COUNTY's operating hours. The total amount of vehicle operating hours can be modified to maximize efficiency as ridership data becomes available throughout the Term.

f. CONTRACTOR will provide drivers for the Vehicles, who will communicate public service announcements as may be communicated by COUNTY to CONTRACTOR from time to time.

g. CONTRACTOR will develop a multifaceted marketing plan to encourage ridership on Vehicles during the term as outlined in the RFP response. This plan will be agreed upon by CONTRACTOR and COUNTY prior to implementation.

h. CONTRACTOR will provide COUNTY with an advanced data management interface to support extensive data collection, real-time monitoring, and detailed reporting. CONTRACTOR will also provide a monthly report showing data and analytics related to ridership in the Vehicles for the preceding month. CONTRACTOR will provide these reports within ten (10) business days of the last day of each month.

i. CONTRACTOR will operate the Vehicles in COUNTY's designated area, as delineated in the attached map or as directed by the COUNTY in writing.

2. Additional Terms.

a. The CONTRACTOR shall implement a sophisticated smartphone application enabling passengers to seamlessly request rides and receive estimated arrival times for vehicle pick-up. Additionally, the mobile application will include a driver interface, facilitating seamless communication between drivers and passengers while enabling the system to efficiently collect and manage relevant data.

b. CONTRACTOR will provide a custom branded, white-labeled mobile application named "ConchConnect". This app will be used by riders to request on-demand Microtransit service.

c. The Microtransit service can be requested on-demand through the ConchConnect mobile app, on-demand by calling CONTRACTORS dispatch center, or by waving an open vehicle down within the designated service area.

d. Rider's will be charged a fare of $2.00 per trip to utilize the Microtransit services which such fare will be determined by the COUNTY. The CONTRACTOR will be responsible for collecting such fare revenue and remitting net fare revenue in the form of a monthly invoice discount. Net fare revenue means all gross ridership revenue that is collected from the riders for services less all costs and expenses, including but not limited to sales taxes or other taxes imposed by law, CONTRACTOR's administrative expenses, credit card processing fees and other billing related charges by third parties imposing similar processing charges.

e. If at any time during the Term COUNTY determines that a CONTRACTOR employee assigned to drive the Vehicles is not demonstrating satisfactory performance, COUNTY shall have the right to request that CONTRACTOR reassign and replace the driver with a CONTRACTOR employee who meets COUNTY'S standards. Any such request shall be made by COUNTY to CONTRACTOR in writing and shall state the reason(s) for COUNTY's request in sufficient detail to apprise CONTRACTOR of the basis for COUNTY's request. CONTRACTOR shall act to comply with any reasonable and lawful request within seven (7) days of receiving such written notice from the COUNTY.

f. If at any time during the Term COUNTY determines that any part of a Vehicle is in disrepair, COUNTY shall have the right to request that CONTRACTOR repair or replace such part or vehicle so that it meets industry standards.

g. The CONTRACTOR shall secure and maintain for the duration of the Contract, a facility to store, charge/fuel, and maintain the vehicles used for the Microtransit service.

h. CONTRACTOR shall furnish COUNTY with continuous training and technical assistance, aligning with the provision of Microtransit services.

i. CONTRACTOR shall provide for and handle all customer service inquiries, complaints, and feedback regarding services under this Contract.

3. Timeline.

a. The term of this Agreement shall commence on the day that CONTRACTOR and COUNTY have executed the agreement in full.

b.Service shall commence no later than July 15, 2024.

EXHIBIT B

Kevin Madok, CPA

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

DATE: January 18, 2024

TO: Richard Clark
Executive Director, Transit

FROM: Pamela G. Hancock, D.C.

SUBJECT: December 13th BOCC Meeting

Attached is an electronic copy of the following, fully executed document, that has been added to the record:

C11 Resolution No. 574-2023 approving Public Transportation Grant Agreement No. G2M95 with the Florida Department of Transportation, for funding to provide on-demand service for residents of Stock Island, in the amount of $426,000.00, with a 50% county match.

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

cc: County Attorney
Finance
File

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RESOLUTION NO. 574 -2023

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, APPROVING A PUBLIC TRANSPORTATION GRANT AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND MONROE COUNTY FOR FUNDING TO PROVIDE ON-DEMAND SERVICE FOR THE RESIDENTS OF STOCK ISLAND.

WHEREAS, the Florida Department of Transportation ("DEPARTMENT") has awarded grant funding under a Public Transportation Grant (PTG) Agreement to the COUNTY for implementation of an On-Demand Service for the residents of Stock Island, hereinafter referred to as the "PROJECT", the individual elements of which are outlined in the attached Grant Agreement as Exhibit "A", "Project Description and Responsibilities" to the Grant Agreement, which is herein incorporated by reference; and

WHEREAS, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number 452156-1-84-01, and has agreed to reimburse the COUNTY for eligible project costs up to a maximum limiting amount, as outlined in Exhibit "B" "Schedule of Financial Assistance", to the attached Grant Agreement, which is herein incorporated by reference; and

WHEREAS, the County has agreed to supervise and inspect all aspects of the PROJECT construction and administration and the Board of County Commissioners (BOCC) previously approved the Grant Agreement at its September 20, 2023, meeting; and

WHEREAS, Department requires an implementing Resolution from the BOCC to accompany the Grant Agreement; and

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

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Section 341.051, Florida Statutes (F.S.).

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

Section 1. The Public Transportation Grant (PTG) Agreement between the State of Florida, Department of Transportation and Monroe County is hereby approved.

Section 2. Upon execution, this Resolution shall be marked as Exhibit "D" and made a part of this Public Transportation Grant (PTG) Agreement.

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PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting of said board on the 13th day of December, A.D., 2023.

Mayor Holly Merrill Raschein	Yes
Mayor Pro Tem James K. Scholl	Yes
Commissioner Craig Cates	Yes
Commissioner Michelle Lincoln	Yes
Commissioner David Rice	Yes

(SEAL)
Attest: Kevin Madok, Clerk

By _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Mayor/Chairperson

APPROVED AS TO FORM & LEGAL SUFFICIENCY
Monroe County Attorney's Office

_____
Nathalia Mellies Archer
Assistant County Attorney

FILED FOR RECORD
2023 DEC 13 PM 1:45
KEVIN MADOK, CLERK
MONROE COUNTY, FL

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 4/25/2023

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DPTO	FLAIR Category:	088774
452156-1-84-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award Identification Number (FAIN) – Transit only:	N/A	Org. Code:	55062020629
				Vendor Number:	F596000749114
Contract Number:	G2M95	Federal Award Date:	N/A		
CFDA Number:	N/A	Agency SAM/UEI Number:	N/A		
CFDA Title:	N/A				
CSFA Number:	55.012				
CSFA Title:	Public Transit Service Development Program				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into 12/27/2023 | 2:54 PM EST, by and between the State of Florida, Department of Transportation, ("Department"), and Monroe County Board of County Commissioners, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.051, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Monroe County Transit will be working with a transit provider to provide on-demand service for the residents of Stock Island. , as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   _ **Aviation**
   _ **Seaports**
   X **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   _ **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   _ *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit F: Contract Payment Requirements
   X *Exhibit G: Audit Requirements for Awards of State Financial Assistance

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__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 30, 2025. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. __ If this box is checked the following provision applies:

   Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

   a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

   e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

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9. Project Cost:

a. The estimated total cost of the Project is $852,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $426,000 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

__ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

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Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing**. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

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may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

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

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

m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. **Limits on Contracts Exceeding $25,000 and Term more than 1 Year.** In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

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not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. __ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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13. **Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

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

    Federal Funded:

    a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

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through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

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

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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

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

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and

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management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

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

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

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

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

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

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

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

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

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

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

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d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

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

g. **E-Verify.** The Agency shall:

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

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

h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.

i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

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subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

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

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies,

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coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

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

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

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

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

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in

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contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

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

h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY: Monroe County Board of County Commissioners

By: _____

Name: Craig Cates

Title: Mayor

ATTEST: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

APPROVED AS TO FORM & LEGAL SUFFICIENCY
Monroe County Attorney's Office

Nathalia Mellies Archer
Assistant County Attorney

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: DocuSigned by: Cindy Capdevila 38DBC74B3BC5476...

Name: Cindy Capdevila

Title: D6 - Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

DocuSigned by: Michelle Hernandez 5F67DB6BF91A473...

FILED FOR RECORD
2024 JAN 18 PM 3:58
CLK. CIR. CT.
MONROE COUNTY, FLA

To: Simon.Huang@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G2M95

8/16/2023

CONTRACT INFORMATION

Contract:	G2M95
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	MONROE COUNTY BOCC
Vendor ID:	F596000749114
Beginning Date of This Agreement:	08/15/2023
Ending Date of This Agreement:	~~12/31/2024~~ 06/30/2025
Contract Total/Budgetary Ceiling:	ct = $426,000.00
Description:	SFY24- MICRO-MOBILITY IMPROVEMENT SERVICE DEVELOPEMENT GRANTFOR MONROE COUNTY

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 8/16/2023

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55062020629
Expansion Option:	A1
Object Code:	751000
Amount:	$426,000.00
Financial Project:	45215618401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2024
Budget Entity:	55100100
Category/Category Year:	088774/24
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: $426,000.00

DocuSign Envelope ID: A9EFD22A-B4C1-4FD0-A1C7-255C84FDAD16

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Monroe County Transit will be working with a transit provider to provide on-demand service for the residents of Stock Island. This project will help connect Stock Island residents with existing public transit opportunities established by Key West Transit within Stock Island and Key West to safely and effectively travel. It will also complement the Key West Transit system in an effort to reduce the overall number of vehicular trips on US1.

B. Project Location (limits, city, county, map): Monroe County Board of County Commissioners/Key West, FL/Monroe

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): "Service Development Projects specifically include projects involving the use of new technologies, services, routes, or vehicle frequencies; the purchase of special transportation services, and other such techniques for increasing service to the riding public as are applicable to specific localities and transit user groups. Projects involving the application of new technologies or methods for improving operations, maintenance, and marketing in public transit systems can be funded through the Service Development program. Eligible capital costs are any costs that would be defined as capital costs by the Federal Transit Administration. Examples would include, but not be limited to: the acquisition of buses for fleet and service expansions; transfer facilities; intermodal terminals and park and ride facilities; and passenger amenities, such as passenger shelters and bus stop signs. Eligible net operating costs are all operating costs of a project; less any federal funds, fares, or other sources of income to the project."

D. Deliverable(s): Monroe County Transit will be working with a transit provider to provide on-demand service for the residents of Stock Island.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): N/A

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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EXHIBIT B

Schedule of Financial Assistance
TRANSIT OPERATING ONLY

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Project Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
452156-1-84-01	DPTO	088774	2024	751000	55.012	Public Transit Service Development Program	$426,000.00
		Total Financial Assistance					$426,000.00

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories *Operations (Transit Only)* *	State	Local	Federal	Total
Salaries	$0	$0	$0	$0
Fringe Benefits	$0	$0	$0	$0
Contractual Services	$426,000	$426,000	$0	$852,000
Travel	$0	$0	$0	$0
Other Direct Costs	$0	$0	$0	$0
Indirect Costs	$0	$0	$0	$0
Totals	***$426,000***	***$426,000***	***$0***	***$852,000***

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

C. Cost Reimbursement

The Agency will submit invoices for cost reimbursement on a:

___ Monthly
_X_ Quarterly
___ Other:

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	30.09.01

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Simon Huang
Department Grant Manager Name

DocuSigned by:
Raymond Freeman
Signature

12/27/2023 | 4:31 PM EST
Date

DocuSign Envelope ID: A9EFD22A-B4C1-4FD0-A1C7-255C84FDAD16

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

DocuSign Envelope ID: A9EFD22A-B4C1-4FD0-A1C7-255C84FDAD16

EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT

(Service Development)

1. **Conformance with Enabling Legislation.** This Agreement is in conformance with Section 341.051, F.S.

2. **Bus Transit System.** In accordance with Section 341.061, F.S., and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90, F.A.C., and has performed annual safety inspections of all buses operated.

3. **Transit Vehicle Inventory Management.** The agency will follow the Department's Transit Vehicle Inventory Management Procedure (725-030-025), which outlines the requirements for continuing management control, inventory transfer and disposal actions. This procedure pertains ONLY to capital procurements of rolling stock using the FTA Section 5310, Section 5311, Section 5316, and Section 5317 programs as the funding source, or where the Department participates in 50% or more of the public transit vehicle's purchase price. This may include vehicles purchased under the State Transit Block Grant Program, State Transit Corridor Program, State Transit Service Development Program, or other applicable Department programs.

4. Progress Reports. The Agency will submit Semi-Annual Progress Reports on monthly ridership data. Reports are due no later than January 30th for the period ending December 31st and July 30th for the period ending June 30th.

5. Project Goals and Service Data. The Agency must report on work efforts and provide a detailed, side-by-side comparison of the project goals and actual service data.

6. Submittal of Proposed Timeline. The Agency will submit a Proposed Time Line for Service Development Activities prior to the commencement of the project.

7. Final Report. At any time when it becomes necessary to terminate the project or at the end of the two years, a Final Report will be submitted by the Agency. This report will accompany the Final Invoice for reimbursement. The Final Report will include the following:

a) An evaluation of the attainment of the goals and objectives.

b) The reasons any of the goals were not met.

c) The benefit accrued by the Agency.

d) A statement of the Agency's intent to continue with the service demonstrated.

-- End of Exhibit E --

DocuSign Envelope ID: A9EFD22A-B4C1-4FD0-A1C7-255C84FDAD16

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

DocuSign Envelope ID: A9EFD22A-B4C1-4FD0-A1C7-255C84FDAD16

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Public Transit Service Development Program
CSFA Number: 55.012
***Award Amount:** $426,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.012 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.012 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

7.2 Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

I, Jason Spiegel of the city of Miami according to law on my oath, and under penalty of perjury, depose and say that:

a. I am CEO of the firm of Beefree LLC. (DBA) **Freebee** the proposer making the Proposal for the project described in the Request for Proposals for RFP Title: ON-DEMAND MICROTRANSIT SERVICE ON STOCK ISLAND AND KEY WEST, RFP-646 and that I executed the said proposal with full authority to do so;

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

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

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

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

(Signature)

Date: 4-15-24

STATE OF: Florida

COUNTY OF: Miami-Dade

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on 4/15/24 (date) by Jason Spiegel (name of affiant). He/She is personally known to me or has produced Florida Driver's License (type of identification) as identification.

JAMIE LEE KEREZMAN
Notary Public - State of Florida
Commission # HH 479658
My Comm. Expires Jan 10, 2028
Bonded through National Notary Assn.

(SEAL)

NOTARY PUBLIC

My Commission Expires: Jan 10, 2028

PROPOSAL FORM

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7.3 Lobbying and Conflict of Interest Clause

LOBBYING AND CONFLICT OF INTEREST CLAUSE

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

ETHICS CLAUSE

"Beefree LLC. (DBA) **Freebee** "

(Company)

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

(Signature)

Date: 4-15-24

STATE OF: Florida

COUNTY OF: ~~Monroe~~ Miami Dade

Subscribed and sworn to (or affirmed) before me, by means of [X] physical presence or [ ] online notarization, on 4/15/24 (date) by Jason Spicer (name of affiant). He/She is personally known to me or has produced Florida Drivers (type of identification) as identification.

JAMIE LEE KEREZMAN
Notary Public - State of Florida
Commission # HH 479658
My Comm. Expires Jan 10, 2028
Bonded through National Notary Assn.

NOTARY PUBLIC

My Commission Expires: Jan 10, 2028

PROPOSAL FORM

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7.4 Drug-Free Workplace Form

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statutes, Sec. 287.087, hereby certifies that:

Beefree LLC. (DBA) **Freebee**

(Name of Business)

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

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

Jason Spiegel, CEO

(Proposer's Signature)

Date: 4-15-24

STATE OF: Florida

COUNTY OF: ~~Monroe~~ Miami Dade

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on 4/15/24 (date) by Jason Spiegel (name of affiant). He/She is personally known to me or has produced Florida Drivers License (type of identification) as identification.

JAMIE LEE KERZMAN
Notary Public - State of Florida
Commission # HH 479658
My Comm. Expires Jan 10, 2026
Bonded through National Notary Assn.

NOTARY PUBLIC

My Commission Expires Jan 10, 2026

PROPOSAL FORM

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7.5 Local Preference Form

LOCAL PREFERENCE FORM

A. Vendors claiming a local preference according to Ordinance 023-2009, as amended by Ordinance Nos. 004-2015 and 025-2015, must complete this form.

Name of Bidder/Responder: Beefree LLC. (DBA) Date: 4-15-24

1. Does the vendor have a valid receipt for the business tax paid to the Monroe County Tax Collector dated at least one (1) year prior to the notice of request for bids or proposals? No (Please furnish copy.)

2. Does the vendor have a physical business address located within Monroe County from which the vendor operates or performs business on a day to day basis that is a substantial component of the goods or services being offered to Monroe County? No

(The physical business address must be registered as its principal place of business with the Florida Department of State for at least one (1) year prior to the notice of request for bid or proposal.)

List Address: 371 NE 61st Street, Miami, FL 33137

Telephone Number: (215) 370-5699

B. Does the vendor/prime contractor intend to subcontract 50% or more of the goods, services, or construction to local businesses meeting the criteria above as to licensing and location? No

If yes, please provide:

1. Copy of Receipt of the business tax paid to the Monroe County Tax Collector by the subcontractor dated at least one (1) year prior to the notice or request for bid or proposal.

2. Subcontractor's physical business address within Monroe County from which the subcontractor operates:

(The physical business address must be registered as its principal place of business with the Florida Department of State for at least one (1) year prior to the notice of request for bids or proposals)

371 NE 61st Street, Miami, FL 33137 Tel. Number: (215) 370-5699
Address

Print Name: Jason Spegel, CEO of Beefree LLC. (DBA)

Signature and Title of Authorized Signatory for Bidder/Responder

STATE OF: Florida

COUNTY OF: Miami Dade

Subscribed and sworn to (or affirmed) before me, by means of X physical presence or ☐ online notarization, on 4/16/24 (date) by Jason Spiegel (name of affiant). He/She is personally known to me or has produced Florida Drivers License (type of identification) as identification.

JANIE LEE KERECMAN
Notary Public - State of Florida
Commission # HH 479658
My Comm. Expires Jan 10, 2028
Bonded through National Notary Assn.

NOTARY PUBLIC

My Commission Expires Jan 10, 2028

7.6 Public Entity Crime Statement

PUBLIC ENTITY CRIME STATEMENT

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

I have read the above and state that neither Jason Spiegel (Proposer's name) nor any Affiliate has been placed on the convicted vendor list within the last thirty-six (36) months.

(Signature)

Date: 4-15-24

STATE OF: Florida

COUNTY OF: Miami-dade

Subscribed and sworn to (or affirmed) before me, by means of X physical presence or ☐ online notarization, on 4/15/24 (date) by Jason Spiegel (name of affiant). He/She is personally known to me or has produced Florida Drivers (type of identification) as identification.

JAMIE LEE KERZMAN
Notary Public - State of Florida
Commission # HH 479618
My Comm. Expires Jan 10, 2028
Bonded through National Notary Assn.

NOTARY PUBLIC

My Commission Expires: Jan 10, 2028

PROPOSAL FORM

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7.7 Vendor Certification Regarding Scrutinized Companies Lists

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Project Description(s): On-Demand Microtransit Service On Stock Island And Key West, RFP-540

Respondent Vendor Name: Beefree, LLC. (DBA) Freebee

Vendor FEIN: 45-4659887

Vendor's Authorized Representative Name and Title: Jason Spiegel - CEO

Address: 371 NE 61st St.

City: Miami State: Florida Zip: 215-370-5699

Phone Number: 215-370-5699

Email Address: Jason@ridefreebee.com

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sector Lists which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the Section entitled "Respondent Vendor Name" is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel and for Projects of $1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sector List, or engaged in business operations in Cuba or Syria.

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

Certified By: **Jason Spiegel**, who is authorized to sign on behalf of the above referenced company.

Authorized Signature:

Print Name: **Jason Spiegel**

Title: **CEO**

Note: The List are available at the following Department of Management Services Site:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

BYRD-ANTI LOBBYING CERTIFICATION

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

(To be submitted with each bid or offer exceeding $100,000)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Beefree, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Jason Spiegel — Name and Title of Contractor's Authorized Official

4/15/24 — Date

MINORITY OWNED BUSINESS DECLARATION

Beefree _____, a sub-contractor engaged by Monroe County during the completion of work associated with the below indicated project (Check one)

_____ is a minority business enterprise, as defined in Section 288.703, Florida Statutes

or

X is not a minority business enterprise, as defined in Section 288.703, Florida Statutes.

F.S. 288.703(3) "Minority business enterprise" means any small business concern as defined in subsection (6)(see below) which is organized to engage in commercial transactions, which is domiciled in Florida, and which is at least 51-percent-owned by minority persons who are members of an insular group that is of a particular racial, ethnic, or gender makeup or national origin, which has been subjected historically to disparate treatment due to identification in and with that group resulting in an underrepresentation of commercial enterprises under the group's control, and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession. Ownership by a minority person does not include ownership which is the result of a transfer from a nonminority person to a minority person within a related immediate family group if the combined total net asset value of all members of such family group exceeds 51 million. For purposes of this subsection, the term "related immediate family group" means one or more children under 16 years of age and a parent of such children or the spouse of such parent residing in the same house or livingunit.

F.S 288.703(6) "Small business" means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than $5 million or any firm based in this state which has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the $5 million net worth requirement shall include both personal and business investments. Contractor may refer to F.S. 288.703 for more information.

Contractor

_____
Signature

Print Name: Jason Spiegel

Title: CEO

Address: 371 NE 61st St

City/State/Zip: Miami, FL

Sub-Recipient: **Monroe County**

_____
Signature

Print Name: _____

Title: _____

OMB Dept: Verified via
https://osd.dms.myflorida.com/directories

Date: _____

DEM Contract: _____

FEMA Project Number: _____

PROPOSAL FORM 00120- Page 35 of 84

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/07/2024

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

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

PRODUCER	CONTACT NAME: Nicole Landrau	
Avante-NEA Insurance Group, LLC	PHONE (A/C, No, Ext): (305) 221-2400	FAX (A/C, No): (305) 221-2411
	E-MAIL ADDRESS: nlandrau@avante-nea.com	
8700 W. Flagler St., Suite 401	INSURER(S) AFFORDING COVERAGE	NAIC #
Miami FL 33174	INSURER A : Zurich American Insurance Company	16535
INSURED	INSURER B : Hartwell Insurance Co	
Beefree Holdings, Inc; Beefree, LLC, DBA: Freebee	INSURER C :	
371 NE 61st Street	INSURER D :	
	INSURER E :	
Miami FL 33138	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 23/24 Monroe County **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		GLO375996201	01/01/2024	01/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		BAP375996301 APPROVED BY RISK MANAGEMENT BY DATE 5/15/2024 WAIVER N/A___YES___	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC375996101	01/01/2024	01/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Excess Auto Liability			HARTFB2401	04/01/2024	01/01/2025	Combined Single Limit	1,000,000

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

The Monroe County Board of County Commissioners, it employees and officials will be included as Additional Insured on all policies, except for Workers' Compensation.

CERTIFICATE HOLDER

Monroe County Board of County Commissioners c/o Purchasing Dept.
1100 Simonton Street
Room 2-213
Key West FL 33040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Kevin Madok, CPA

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

DATE: March 18, 2025

TO: Richard Clark, Executive Director
Transit

FROM: Liz Yongue, Deputy Clerk

SUBJECT: February 19, 2025 BOCC Meeting

The following item has been executed and added to the record:

C21 1st Amendment to the Agreement for Microtransit service provider Monroe County, Florida that was executed May 15, 2024 between BeeFree LLC, DBA FreeBee, and Monroe County, Florida, clarifying amounts due under the contract, extending term of the contract to match the term of grant funding, amending business hours of operation, clarifying minimum number of vehicles, specifying cost per operating hour of each vehicle and defining upfront capital costs. There is no change in budget.

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

cc: County Attorney
Finance
File

FIRST AMENDMENT TO AGREEMENT
FOR MICROTRANSIT SERVICE PROVIDER
MONROE COUNTY, FLORIDA

This First Amendment to the Agreement for Microtransit Services is made and entered into this 19th day of February, 2025, between **MONROE COUNTY,** a political subdivision of the State of Florida (hereinafter "County"), whose address is 1100 Simonton Street, Key West, Florida 33040, and **BEEFREE, LLC, D/B/A FREEBEE,** a Florida corporation authorized to do business, ("Contractor"), whose address is 371 NE 61st Street, Miami, Florida, 33137.

WHEREAS, on May 15, 2024, the County and Contractor entered into a one (1) year Agreement for Microtransit Services; and

WHEREAS, the parties have found the Agreement to be mutually beneficial; and

WHEREAS, both parties desire to amend the Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements herein , and other valuable considerations, the parties agree as follows:

1. Paragraph 5, of the Original Agreement, is hereby amended as follows:

5. CONTRACT SUM AND PAYMENTS TO CONTRACTOR.

[...]

C. Total annual Compensation to Contractor under this Agreement shall not exceed ~~Eight Hundred and Fifty- Two Thousand ($852,000.00) Dollars, payable on a monthly basis of up to Seventy-One Thousand ($71,000.00) Dollars~~ Eight Hundred Thirty-Two Thousand ($832,000.00) Dollars, payable on a monthly basis of up to Sixty-Nine Thousand Three Hundred Thirty-Three and Thirty Three 00/100 ($69,333.33) Dollars for services rendered.

D. Contractor shall be paid a one-time fee of Twenty Thousand ($20,000.00) Dollars during the first year of this Agreement for eligible capital costs.

2. Paragraph 6, of the Original Agreement, is hereby amended as follows:

6. TERM OF AGREEMENT.

This Agreement shall commence on May 15, 2024, and ~~end~~s on ~~May 15~~ June 30, 2025, unless terminated earlier under this Agreement.

The County shall have the option to renew this Agreement for up to an additional two (2) one-year periods on terms and conditions mutually agreeable to the parties, exercisable upon written notice given at least thirty (30) days prior to the end of the initial term. Unless

the context clearly indicates otherwise, references to the " term" of this Agreement shall mean the initial term. The County is not required to state a reason if it elects not to renew.

3. Page 2 of Exhibit "A", Scope of Work, of the Original Agreement, is hereby amended as follows:

Service Parameter	Preliminary Estimate	Note
Service Hours	~~5 am~~4 am – ~~9 pm~~10 pm	This service span is intended to allow employees to access their early (~~6 am~~5 am) shifts, and evening employees to return home.

4. Section 1 on Page 10 of Exhibit "A", Scope of Work, of the Original Agreement, is hereby amended as follows:

b. CONTRACTOR will provide ~~five (5)~~ a minimum of six (6) Vehicles including a minimum of (1) one wheelchair accessible vehicle, in compliance with the requirements of the Americans with Disabilities Act (" ADA"), dedicated solely to the COUNTY (the "Vehicles") for the duration of Term.

[...]

d. The CONTRACTOR shall ~~prove~~ provide Services for the hours of operation Monday—Sunday from ~~5am~~ 4 am— ~~9pm~~ 10 pm daily. The hours of operation can be modified to expand or contract by mutual agreement by both the CONTRACTOR and COUNTY.

[...]

e. Each of the ~~five (5)~~ vehicles will operate for a total of eighty-four (84) hours per week between Monday-Sunday, within the window of the COUNTY' s operating hours. The total amount of vehicle operating hours can be modified to maximize efficiency as ridership data becomes available throughout the Term. CONTRACTOR shall invoice the COUNTY, in accordance with paragraph 5 of the Agreement, for Services at the hourly rate of $37.28 per hour per vehicle. Such amount shall be offset pursuant to Section 2., paragraph d, of Exhibit A.

5. In all other respects, the Original Agreement dated May 15, 2024, not inconsistent herewith, remains in full force and effect.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

(SEAL)
ATTEST: KEVIN MADOK, CLERK

BY: _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY: _____
Mayor

APPROVED AS TO FORM & LEGAL SUFFICIENCY
Monroe County Attorney's Office

_____
Nathalia Mellies Archer
Assistant County Attorney

WITNESSES FOR CONTRACTOR:

_____

Print Name: Jamie Kerezman

_____

Print Name: Brandon Fernandez

BEEFREE, LLC, D/B/A FREEBEE
A Florida Corporation

BY: _____
Signature of person authorized to legally bind contractor

Print Name: Jason Spiegel

Title: Managing Partner

FILED FOR RECORD
2025 MAR 18 PM 2:40
CLK CIR CT
MONROE COUNTY, FLA

CERTIFICATE OF LIABILITY INSURANCE

01/03/2025

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

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

PRODUCER	**CONTACT NAME:** Nicole Landrau
Avante-NEA Insurance Group, LLC	**PHONE (A/C, No, Ext):** (305) 221-2400 **FAX (A/C, No):** (305) 221-2411
	E-MAIL ADDRESS: nlandrau@avante-nea.com
8700 W. Flagler St., Suite 401	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
Miami FL 33174	**INSURER A :** Zurich American Insurance Company / 16535
INSURED	**INSURER B :** Hartwell Insurance Co
Beefree Holdings, Inc; Beefree, LLC, DBA: Freebee	**INSURER C :**
371 NE 61st Street	**INSURER D :**
	INSURER E :
Miami FL 33138	**INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 25/26 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		GLO375996201	01/01/2025	01/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 2,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		BAP375996301	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC375996101	01/01/2025	01/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Excess Auto Liability			HARTFB2401	01/01/2025	01/01/2026	Combined Single Limit	1,000,000

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

The Monroe County Board of County Commissioners, it employees and officials will be included as Additional Insured on all policies, except for Workers' Compensation.

APPROVED BY RISK MANAGEMENT
BY Jaclan Jones
DATE 02.07.25
WAIVER N/A X YES

CERTIFICATE HOLDER

Monroe County Board of County Commissioners c/o Purchasing Dept.
1100 Simonton Street
Room 2-213
Key West FL 33040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: C22
2023-3925

BULK ITEM: Yes

DEPARTMENT: Fleet Management

TIME APPROXIMATE:

STAFF CONTACT: Daryl Greenlee

AGENDA ITEM WORDING: Approval of Third Renewal of Agreement between Monroe County and Sunshine Gasoline Distributors, Inc. for fuel services for a one (1) -year period, commencing retroactively as of March 15, 2025.

ITEM BACKGROUND:
On February 16, 2022, Dion Fuels, LLC and Monroe County entered into an agreement commencing on March 15, 2022 to provide fuel services for Monroe County. Pricing pursuant to the Agreement allows a not-to-exceed add-on charge for delivery services per gallon as ordered by Monroe County, with a base price per gallon established by the Port Everglades Florida Terminal (RACK) charges. The term of the Agreement was for one (1) year, with the option to renew the Agreement thereafter for four (4) additional one (1) year periods. The Parties renewed the Agreement through the First Renewal of Agreement approved by the BOCC on February 15, 2023. On June 21, 2023, the BOCC ratified an Assignment and Assumption Agreement wherein Sunshine Gasoline Distributors, Inc. acquired Dion Fuels, LLC. Then on February 21, 2024, the Second Renewal of Agreement between Monroe County and Sunshine Gasoline Distributors, LLC was approved by the BOCC. Now, this item requests approval of the Third Renewal of Agreement, retroactive to March 15, 2025.

PREVIOUS RELEVANT BOCC ACTION:
On February 16, 2022 - BOCC Approved Original Agreement via Agenda Item C.11.
On February 15, 2023 - BOCC approved First Renewal via Agenda Item C19.
On June 21, 2023 - Sunshine Gasoline acquired Dion Fuel - BOCC ratified the Assignment and Assumption Agreement of Contract via Agenda Item C32.
On February 21, 2024 - BOCC approved Second Renewal via Agenda Item C13.

INSURANCE REQUIRED:
Yes

CONTRACT/AGREEMENT CHANGES:
Third Renewal: term is from March 15, 2025 - March 14, 2026.

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

Third Renewal - approved by CAY & signed by supplier.pdf
2nd Renewal of Agreement - MC & Sunshine Gasoline - fully executed.pdf
!!! Sunshine Gasoline - C32 - 1173 - Assigment and Assumption.pdf
!! Original Contract and 1st Extension of Contract with Dion's.pdf
2025 03 COI Sunshine Gasoline exp 4.21.25 signed.pdf
Sunshine Gas - letter of authority.pdf

FINANCIAL IMPACT:
Funds are in place for fuel purchases in Fleet's FY-25 budget - no additional financial impact.

THIRDRENEWAL OF AGREEMENT BETWEEN MONROE COUNTY AND SUNSHINE GASOLINE DISTRIBUTORS, INC.

THIS AGREEMENT is made and entered into this ____ day of March 2025 between **MONROE COUNTY**, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040 and **SUNSHINE GASOLINE DISTRIBUTORS, INC.,** ("Sunshine Gas"; formerly Dions Fuels LLC.) a Florida Corporation, to renew the agreement between the parties dated February 16th, 2022.

WHEREAS, on February 16th, 2022, the County and Dions Fuels LLC. entered into an agreement to provide fuel services for Monroe County; and

WHEREAS, the term of the initial agreement provides the County with the option to renew the Agreement for four (4) additional one (1) year periods beginning March 15th, 2023; and

WHEREAS, the parties executed an extension to the agreement beginning March 15, 2023 and terminating on March 14, 2024; and

WHEREAS, the parties executed an extension to the agreement beginning retroactively on March 15, 2024 and terminating on March 14, 2025; and

WHEREAS, the parties executed an assignment and assumption agreement between Monroe County, Dions Fuels LLC., and Sunshine Gasoline Distributors Inc. on June 15, 2023 to reflect Sunshine Gas acquiring Dions Fuels LLC.; and

WHEREAS, the County desires to extend the existing agreement with Sunshine Gas, as both parties have found the Agreement to be mutually beneficial; and

WHEREAS, all other terms of the Agreement dated March 15th 2022, remain in full force and effect.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and Sunshine Gas agree, pursuant to the terms of the original Agreement, to renew the Agreement for one (1) additional year beginning on March 15th 2025 and continuing through March 14th 2026.

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

[Signatures to follow]

JS-OK 4/2/25

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Mayor / Chairman

WITNESSES:

Ruben Mazzeo
Witness 1

Signature
724 S. Flagler Ave.
Homestead, FL 33030
Address

Ernesto Chavez
Witness 2

Signature
724 S. Flagler Ave.
Homestead, FL 33030
Address

SUNSHINE GASOLINE
DISTRIBUTORS INC.

By John Sanchez
Print Name

Signature

GM Commercial Fuels
Title

Approved as to legal form & sufficiency
Jenifer MacLaughlin
Jeni-Lee MacLaughlin
Assistant County Attorney
Date 4/2/25

SECOND RENEWAL OF AGREEMENT BETWEEN MONROE COUNTY AND SUNSHINE GASOLINE DISTRIBUTORS, INC.

THIS AGREEMENT is made and entered into this 21st day of February 2024 between **MONROE COUNTY**, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040 and **SUNSHINE GASOLINE DISTRIBUTORS, INC.,** ("Sunshine Gas"; formerly Dions Fuels LLC.) a Florida Corporation, to renew the agreement between the parties dated February 16th, 2022.

FILED FOR RECORD
2024 FEB 29 PM 2:22
CLK. CIR. CT.
MONROE COUNTY, FLA.

WHEREAS, on February 16th, 2022, the County and Dions Fuels LLC. entered into an agreement to provide fuel services for Monroe County; and

WHEREAS, the term of the initial agreement provides the County with the option to renew the Agreement for four (4) additional one (1) year periods beginning March 15th, 2023; and

WHEREAS, the parties executed an extension to the agreement beginning March 15, 2023 and terminating on March 14, 2024; and

WHEREAS, the parties executed an assignment and assumption agreement between Monroe County, Dions Fuels LLC., and Sunshine Gasoline Distributors Inc. on June 15, 2023 to reflect Sunshine Gas acquiring Dions Fuels LLC.; and

WHEREAS, the County desires to extend the existing agreement with Sunshine Gas, as both parties have found the Agreement to be mutually beneficial; and

WHEREAS, all other terms of the Agreement dated March 15th 2022, remain in full force and effect.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and Sunshine Gas agree, pursuant to the terms of the original Agreement, to renew the Agreement for one (1) additional year beginning on March 15th 2024 and continuing through March 14th 2025.

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

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Mayor / Chairman

Approved as to form and legal sufficiency
Monroe County Attorney's Office
Christina Cory, Assistant County Attorney

SD 1-29-2024

WITNESSES:

Witness 1

Witness 2

SUNSHINE GASOLINE DISTRIBUTORS INC.

By

John Sanchez
Print Name

GM Commercial Fuels
Title Sunshine Gasoline Distributors, Inc.

JS 1-29-2021

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/31/2023

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

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

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER
PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED 138-926-1
SUNSHINE GASOLINE DISTRIBUTORS INC
1650 NW 87TH AVE
DORAL, FL 33172-2614

COVERAGES **CERTIFICATE NUMBER: 1014** **REVISION NUMBER: 1**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	N	9313870	04/21/2023	04/21/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS & COMP/OP AGG	$1,000,000 $100,000 EXCLUDED $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	N	9313870	04/21/2023	04/21/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)	$1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION	N	N	9313871	04/21/2023	04/21/2024	EACH OCCURRENCE AGGREGATE	$6,000,000 $6,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTHER E.L EACH ACCIDENT E.L DISEASE -EA EMPLOYEE E.L DISEASE - POLICY LIMIT	

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

APPROVED BY RISK MANAGEMENT
BY
DATE 6/19/2023
WAIVER N/A___YES___

CERTIFICATE HOLDER

138-926-1 1014 1
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
1100 SIMONTON ST
KEY WEST, FL 33040-3110

CANCELLATION

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

AUTHORIZED REPRESENTATIVE Nicholas R. Zoeller

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AGENCY CUSTOMER ID: 138-926-1

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
FEDERATED MUTUAL INSURANCE COMPANY		SUNSHINE GASOLINE DISTRIBUTORS INC 1650 NW 87TH AVE DORAL, FL 33172-2614
POLICY NUMBER SEE CERTIFICATE # 1014.1		
CARRIER SEE CERTIFICATE # 1014.1	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 1014.1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL INSURED INCLUDES: MONROE COUNTY BOCC, ITS EMPLOYEES AND OFFICIALS
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION ENDORSEMENT.
THE CERTIFICATE HOLDER IS A DESIGNATED INSURED ON BUSINESS AUTO LIABILITY SUBJECT TO THE CONDITIONS OF THE DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE.
BUSINESS AUTO COVERAGE INCLUDES POLLUTION LIABILITY VIA THE CA 99 48, POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS.
BUSINESS AUTO POLICY INCLUDES THE MCS-90 ENDORSEMENT.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/31/2023

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

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PRODUCER
South Pointe Services, LLC
1444 Bloomingdale Ave
Valrico FL 33596

CONTACT NAME: Denise Sellers
PHONE (A/C, No, Ext): (813) 661-0382 **FAX (A/C, No):**
E-MAIL ADDRESS: denise@spisfla.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Technology Insurance Co	42376
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sunshine Gasoline Distributors Inc
1650 NW 87 Ave
Doral FL 33172

COVERAGES **CERTIFICATE NUMBER:** 23-24 WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		TWC4237997	04/21/2023	04/21/2024	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

APPROVED BY RISK MANAGEMENT
BY
DATE 6/19/2023
WAIVER N/A___YES___

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

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

AUTHORIZED REPRESENTATIVE

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ASSIGNMENT AND ASSUMPTION AGREEMENT OF CONTRACT AND CONSENT OF MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT OF CONTRACT AND CONSENT OF MONROE COUNTY BOARD OF COUNTY COMMISSIONERS (hereafter "Consent Agreement") is entered into this 15th day of June, 2023, by and between **MONROE COUNTY,** a political subdivision of the State of Florida (hereafter "County"), **DION FUELS LLC.,** ("Assignor") and **SUNSHINE GASOLINE DISTRIBUTORS, INC.** a Florida Corporation, ("Assignee").

WHEREAS, Dion Fuels, LLC., ("Dion Fuels") was acquired by Sunshine Gasoline Distributors, Inc. ("Sunshine Gas"); and

WHEREAS, Dion Fuels gasoline distribution business has been completely transitioned to and assumed by Sunshine Gas; and

WHEREAS, Assignor entered into an Agreement, dated February 16, 2022, and all amendments and renewals and/or extensions thereafter, with the Monroe County Board of County Commissioners, to supply fuel for the County fueling facilities, which Agreement is incorporated herein by reference (hereafter the "Original Contract"); and

WHEREAS, Assignor desires to assign and transfer to Assignee all of its rights, obligations and responsibilities in and to the Original Contract, subject to the terms, conditions, representations, covenants and agreements set forth in this Consent Agreement; and

WHEREAS, Assignee desires to assume all of the rights, obligations and responsibilities for the performance of all the services and other matters to be performed under the Original Contract as of May 22, 2023, in accordance with the terms set forth herein; and

WHEREAS, the Monroe County Board of County Commissioners has no objection to the assignment and assumption of the Original Contract and gives its consent to the assignment and assumption as required by Section 8 of the Original Contract;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the County, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee, its successors and assigns, all of its rights, obligations and responsibilities and interest in, to and under the Original Contract, subject to the terms, covenants, agreements, representations and conditions thereof.

2. Acceptance. Assignee accepts the assignment of the Original Contract and agrees to be bound by all commitments, obligations and responsibilities required to be performed or complied with and assumes any liability directly caused by Assignor as a result of Assignor's defective performance or non-compliance with such commitments, obligations and responsibilities, regardless of whether the work had been required to be performed by Assignor prior to the assignment.

S. M. M.A 6/15/2023 SS-OK 6/15/23

3. Consent. The County hereby consents to the assignment and assumption of the Original Contract and releases Assignor from all duties and obligations with respect to the Original Contract. The parties hereto agree that the Original Contract shall remain in full force and effect after giving effect to this Consent Agreement.

4. Counterparts. This Consent Agreement may be executed in two counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each party has caused this Consent Agreement to be duly executed and effective as of the date above written and retroactively applicable and enforceable against the parties herein as of May 22, 2023.

DION FUELS, LLC.
("ASSIGNOR")

Tax ID: 81-0935086

By: _____
Print Name: Steven M. Lipkowitz
Title: CEO / Managing Member

SUNSHINE GASOLINE DISTRIBUTORS, INC.
("ASSIGNEE")

Tax ID: 59-2785839

By: _____
Print Name: John Sanchez
Title: GM Commercial Fuels

ON BEHALF OF MONROE COUNTY
Subject to Ratification by the Board of County Commissioners

By: _____
Roman Gastesi, County Administrator

Approved as to form and legal sufficiency
Monroe County Attorney's Office
Christina Cory, Assistant County Attorney
Date: 6.16.23

[remainder of page left blank]

6/15/2023

15-01C
6/15/23

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/31/2023

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

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PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER
PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED 138-926-1
SUNSHINE GASOLINE DISTRIBUTORS INC
1650 NW 87TH AVE
DORAL, FL 33172-2614

COVERAGES **CERTIFICATE NUMBER: 1014** **REVISION NUMBER: 1**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	N	9313870	04/21/2023	04/21/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS & COMP/OP AGG	$1,000,000 $100,000 EXCLUDED $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	N	9313870	04/21/2023	04/21/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)	$1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION	N	N	9313871	04/21/2023	04/21/2024	EACH OCCURRENCE AGGREGATE	$6,000,000 $6,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTHER E.L EACH ACCIDENT E.L DISEASE -EA EMPLOYEE E.L DISEASE - POLICY LIMIT	

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

APPROVED BY RISK MANAGEMENT
BY
DATE 6/19/2023
WAIVER N/A___YES___

CERTIFICATE HOLDER

138-926-1 1014 1
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
1100 SIMONTON ST
KEY WEST, FL 33040-3110

CANCELLATION

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

AUTHORIZED REPRESENTATIVE Nicholas R. Zoeller

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AGENCY CUSTOMER ID: 138-926-1

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
FEDERATED MUTUAL INSURANCE COMPANY		SUNSHINE GASOLINE DISTRIBUTORS INC 1650 NW 87TH AVE DORAL, FL 33172-2614
POLICY NUMBER SEE CERTIFICATE # 1014.1		
CARRIER SEE CERTIFICATE # 1014.1	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 1014.1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL INSURED INCLUDES: MONROE COUNTY BOCC, ITS EMPLOYEES AND OFFICIALS
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION ENDORSEMENT.
THE CERTIFICATE HOLDER IS A DESIGNATED INSURED ON BUSINESS AUTO LIABILITY SUBJECT TO THE CONDITIONS OF THE DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE.
BUSINESS AUTO COVERAGE INCLUDES POLLUTION LIABILITY VIA THE CA 99 48, POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS.
BUSINESS AUTO POLICY INCLUDES THE MCS-90 ENDORSEMENT.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/31/2023

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PRODUCER
South Pointe Services, LLC
1444 Bloomingdale Ave
Valrico FL 33596

CONTACT NAME: Denise Sellers
PHONE (A/C, No, Ext): (813) 661-0382 **FAX (A/C, No):**
E-MAIL ADDRESS: denise@spisfla.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Technology Insurance Co	42376
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sunshine Gasoline Distributors Inc
1650 NW 87 Ave
Doral FL 33172

COVERAGES **CERTIFICATE NUMBER:** 23-24 WC **REVISION NUMBER:**

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	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PERSONAL & ADV INJURY	$
	☐ OTHER:						GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC4237997	04/21/2023	04/21/2024	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

APPROVED BY RISK MANAGEMENT
BY
DATE 6/19/2023
WAIVER N/A___YES___

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

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

AUTHORIZED REPRESENTATIVE

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COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
June 21, 2023
Agenda Item Number:
2023-1173

BULK ITEM: Yes

DEPARTMENT: Fleet Management

TIME APPROXIMATE:
N/A

STAFF CONTACT: Tania Stoughton

AGENDA ITEM WORDING: Ratification of Assignment and Assumption Agreement and Consent of Monroe County Board of County Commissioners to said Assignment and Assumption.

ITEM BACKGROUND:
Dion Fuels LLC currently has a contract with Monroe County to provide fuel services for the County. Dion Fuels was acquired by Sunshine Gasoline Distributors, Inc. ("Sunshine Gas"). Sunshine Gas agrees to continue to perform under the contract. Both have executed the Assignment and Assumption Agreement and now seek the consent of the Monroe County Board of County Commissioners to the assignment and assumption of the original agreement.

In light of the importance of this Agreement during hurricane season, the County Administrator has signed and we are now asking for ratification of the County Administrator's signature.

PREVIOUS RELEVANT BOCC ACTION:
February 16th, 2022; Dion Fuels and Monroe County entered into an agreement to provide fuel services for Monroe County.
February 15, 2023: BOCC approval to first one-year renewal. The current term of the Agreement began on March 15, 2023 and continues for one (1) year.

CONTRACT/AGREEMENT CHANGES:
Consent to assignment and assumption.

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

02_16_2022 Agreement.pdf
1st Amendment 02_15_2023.pdf
assignment and assumption ratification.pdf
2023 06 COI Sunshine Gasoline Signed Exp 4 21 2024 .pdf

FINANCIAL IMPACT:
$0.

Kevin Madok, CPA

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

DATE: February 24, 2022

TO: Daryl Greenlee, Director
Fleet Management

Tammy Acevedo
Executive Assistant

FROM: Pamela G. Hancock, D.C.

SUBJECT: February 16th BOCC Meeting

Attached is a copy of the following item for your handling:

C11 Contract between Monroe County and Dion Fuels, LLC for fuel delivery.

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

cc: County Attorney
Finance
File

KEY WEST
500 Whitehead Street
Key West, Florida 33040
305-294-4641

MARATHON
3117 Overseas Highway
Marathon, Florida 33050
305-289-6027

PLANTATION KEY
88820 Overseas Highway
Plantation Key, Florida 33070
305-852-7145

PK/ROTH BUILDING
50 High Point Road
Plantation Key, Florida 33070
305-852-7145

SECTION THREE – CONTRACT

CONTRACT BETWEEN MONROE COUNTY AND CONTRACTOR FOR UNLEADED GASOLINE AND DIESEL FUEL SUPPLIER

THIS AGREEMENT, made and entered into this 16th day of February, 2022 by and between the MONROE COUNTY, a political subdivision of the State of Florida hereinafter called "County" and DION FUELS, LLC., a Florida corporation, hereinafter called "Vendor" or "Contractor".

WITNESSETH:

WHEREAS, the County maintains gasoline and diesel fueling facilites throughout Monroe County for purposes of fueling County vehicles; and

WHEREAS, the Vendor is qualifed, properly equipped and is in the business of providing gasoline and diesel fuel to fueling facitlies; now, therefore

IN CONSIDERATION of the premises and of mutual covenants and promises hereinafter contained, the parties hereto do hereby agree as follows:

1. DESCRIPTION SCOPE OF SERVICES/PROJECT

A. The Vendor shall deliver Low, Medium, or High Octane Gasoline as requested by the County and Ultra Low Diesel Fuel (Clear and Dyed) to locations in the Key West, Marathon, Plantation Key, and Key Largo areas as requested by the ordering Monroe County and School Board departments and on the dates requested by such departments. Fuel shall be delivered the next day if requested by 4:00 p.m.

B. Deliveries will be in quantities of less than One Hundred (100) gallons to Seven Thousand (7,000) gallons (Full Tanks). The Vendor shall have a metered tanker for all deliveries and shall be required to itemize invoices for each delivery under this provision.

C. Upon request by the County, Vendor shall provide documentation supporting most recent pump meter certification.

D. All Monroe County deliveries must be supervised and delivery tickets must be signed and dated by Monroe County personnel.

E. The Vendor shall have the capability to pump fuel into elevated and/or aboveground tanks through standard quick detachable couplings.

F. The Vendor shall prioritize the County and have ability to provide daily deliveries of gasoline and diesel to multiple locations after a hurricane, natural disaster, or other emergency for as long as the need exists.

2. TERM OF CONTRACT

A. This Agreement shall be for a period of One (1) year commencing on March 15, 2022

.

B. The County shall have the option to renew this Agreement after the first year, for four (4) additional one (1) year periods.

3. HOLD HARMLESS

Notwithstanding any minimum insurance requirements prescribed elsewhere in this Contract, Vendor shall defend, indemnify and hold the County and the County's elected and appointed officers and employees harmless from and against (I) any claims, actions or causes of action, (II) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (III) any costs or expenses (including, without limitation, costs imposed by any governmental agency by reason of, or in connection with a violation of any federal law or regulation, attorney's fees and costs, court costs, fines and penalties) that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of Vendor or any of its employees, agents, contractors or

other invitees during the term of this Agreement. (B) the negligence or willful misconduct of Vendor or any of its employees, agents, contractors or other invitees, or (C) Vendor's default in respect of any of the obligations that it undertakes under the terms of this Agreement, except to the extent the claims, actions. causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of the County or any of its employees, agents. contractors or invitees (other than Vendor). Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this Agreement, this Section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

4. INSURANCE

Prior to execution of this agreement the Vendor shall furnish the County Certificates of Insurance indicating the minimum coverage limitations as stated and attached hereto in the General Insurance Requirements for Suppliers of Goods or Services.

5. PAYMENT

A. Price per gallon shall reflect Port Everglades Florida Terminal (RACK) charges.

B. Monroe County may not be charged more than the following prices listed above market (RACK) price from date delivered.

Unleaded Gasoline (Any Octane)		Ultra Low Sulfur Diesel (Clear and Dyed)	
$ 0.059	Key West	$ 0.069	Key West
$ 0.049	Sugarloaf	$ 0.059	Sugarloaf
$ 0.039	Marathon	$ 0.049	Marathon
$ 0.029	Plantation Key	$ 0.039	Plantation Key
$ 0.029	Coral Shores	$ 0.039	Coral Shores
$ 0.019	Key Largo	$ 0.029	Key Largo

C. The Vendor shall submit invoices to the County, itemizing the delivery location, the requesting department, the RACK prices, and all taxes, for each delivery to the locations described herein. Invoices shall include supporting documentation that is acceptable to the Clerk. Acceptability to the Clers is based on generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's disbursal of funds.

D. Upon receipt of an Invoice the County shall have thirty days, in accordance with the Florida Prompt Act, to render payment to Vendor.

E. Gasoline and Diesel Fuel taxes must be itemized on each invoice.

6. INDEPENDENT VENDOR

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

7. ASSURANCE AGAINST DISCRIMINATION

Vendor shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, or any other characteristic or aspect which is not job related, in its recruiting, hiring, promoting, terminating, or any other area affecting employment under this agreement or with the provision of services or goods under this Agreement.

8. ASSIGNMENT

Vendor shall not assign or subcontract this Agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County, which approval shall be subject to such conditions and provisions as the County may deem necessary.

This Agreement shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this Agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the County in addition to the total agreed-upon price of the services/goods of the Vendor.

9. COMPLIANCE WITH LAW

In providing all services/goods pursuant to this Agreement, the Vendor shall abide by all laws, statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said laws, statutes, ordinances, rules and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Vendor. The Vendor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this Agreement.

10. NOTICE REQUIREMENT

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

For County:	For Vendor:
Fleet Management Services	Dion Fuels, LLC.
3583 S. Roosevelt Blvd.	P.O. Box 1209
Key West, FL 33040	Key West, Florida 33041

11. FUNDING AVAILABILITY

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners and the approval of the Board members at the time of contract initiation and its duration. In the event that funds from Fleet Management Services operating Gasoline and Diesel Accounts are partially reduced or

cannot be obtained or cannot be continued at levels sufficient to allow for the purchase of services/goods specified herein, this Agreement may then be terminated immediately at the option of the County by written notice of termination delivered in person or by mail to the Vendor. The County shall only be obligated to pay for any goods delivered by the Vendor until the Vendor has received written notice of termination due to lack of funds.

12. PROFESSIONAL RESPONSIBILITY

The Vendor warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described, subject to the terms and conditions set forth in the Notice of calling for Bids. The Vendor shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Continued funding by the County is contingent upon retention of appropriate local, state, and/or federal certification and/or licensure of Vendor.

13. PUBLIC ENTITY CRIME STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO ($35,000.00) for a period of 36 months from the date of being placed on the convicted vendor list.

14. TERMINATION

A. Termination for Cause and Remedies: In the event of breach of any contract terms, the COUNTY retains the right to terminate this Agreement. The COUNTY may also terminate this agreement for cause with CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, prior to termination, the COUNTY shall

provide CONTRACTOR with five (5) calendar days' notice and provide the CONTRACTOR with an opportunity to cure the breach that has occurred. If the breach is not cured, the Agreement will be terminated for cause. If the COUNTY terminates this agreement with the CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due the CONTRACTOR under this agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract; however, the COUNTY reserves the right to assert and seek an offset for damages caused by the breach. The maximum amount due to CONTRACTOR shall not in any event exceed the spending cap in this Agreement. In addition, the COUNTY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract and including the right to pursue a claim for violation of the COUNTY's False Claims Ordinance, located at Section 2-721 et al. of the Monroe County Code.

B. Termination for Convenience: The COUNTY may terminate this Agreement for convenience, at any time, upon 30 days' notice to CONTRACTOR. If the COUNTY terminates this agreement with the CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due the CONTRACTOR under this agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract. The maximum amount due to CONTRACTOR shall not exceed the spending cap in this Agreement

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

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

15. APPLICABLE LAWS AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Vendor agree that venue will lie in the appropriate court or before the appropriate administrative body in the 16th Judicial Circuit in and for Monroe County, Florida.

The County and Vendor agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

16. ATTORNEY'S FEES AND COSTS

The County and Vendor agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

17. MAINTENANCE OF BOOKS, RECORDS AND DOCUMENTS & RIGHT TO AUDIT

Vendor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreemetn for public records purposes during the term of the Agreement and for Five (5) years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to Vendor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Vendor shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to the Vendor.

Right to Audit *Availability of Records*. The records of the parties to this Agreement relating to the Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by County or the Monroe County Office of the Clerk of Court and Comptroller (hereinafter referred to as "County Clerk") to substantiate charges related to this agreement, and all other agreements, sources of information and matters that may in County's or the County Clerk's reasonable judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document (all foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction by County's representative and/or agents or the County Clerk. County or County Clerk may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, Subcontractors, suppliers, and contractors representatives. All records shall be kept for ten (10) years after Final Completion of the Project. The County Clerk possesses the

independent authority to conduct an audit of Records, assets, and activities relating to this Project. If any auditor employed by the Monroe County or County Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies together with interest calculated pursuant to Section 55.03, F.S., running form the date the monies were paid to Contractor. The *right to audit* provisions survives the termination of expiration of this Agreement.

18. SEVERABILITY

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

19. BINDING EFFECT

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

20. AUTHORITY

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

21. CLAIMS FOR FEDERAL OR STATE AID

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

22. ADJUDICATION OF DISPUTES OR DISAGREEMENTS

County and Vendor agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

23. COOPERATION

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

24. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. CONTRACTOR and COUNTY agrees to comply with all Federal and Florida statutes. and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973. as amended (20 USC s. 794), which prohibits

discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

During the performance of this Agreement, the CONTRACTOR, in accordance with *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41C.F.R. Part 60 (Office of Federal Contract Compliance Programs. Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C, agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be

provided setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain

compliance with such rules, regulations, and orders.

7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

25. COVENANT OF NO INTEREST County and Vendor covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that the only interest of each is to perform and receive benefits as recited in this Agreement.

26. CODE OF ETHICS County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or

acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

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

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

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

The Contractor is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to F.S. 119.0701 and the terms and conditions of this contract, the Contractor is required to:

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

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

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

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

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

If the Contractor does not comply with the County's request for records, the County shall enforce the public records contract provisions in accordance with the contract, notwithstanding the County's option and right to unilaterally cancel this contract upon violation of this provision by the Contractor. A Contractor who fails to provide the public records to the County or pursuant

to a valid public records request within a reasonable time may be subject to penalties under section119.10, Florida Statutes.

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

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

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

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

31. LEGAL OBLIGATIONS AND RESPONSIBILITIES: Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any

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

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

33. ATTESTATIONS Vendor agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

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

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

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

37. MUTUAL REVIEW This Agreement has been carefully reviewed by the Vendor and the County, therefore this Agreement is not to be construed against either party on the basis of authorship.

38. UNCONTROLLABLE CIRCUMSTANCES Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable: (a) acts of God; (b) flood, fire, earthquake, explosion, tropical storm, hurricane or other declared emergency in the geographic area of the Scope of Services; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest in the geographic area of the Scope of Services; (d) government order or law in the geographic area of the Scope of Services; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority prohibiting work in the geographic area of the Scope of Services;(each, a "Uncontrollable Circumstance"). CONTRACTOR'S financial inability to perform, changes in cost or availability of materials, components, or services, market conditions, or supplier actions or contract disputes will not excuse performance by Contractor under this Section. Contractor shall give County written notice within 7 days of any event or circumstance that is reasonably likely to result in an Uncontrollable Circumstance, and the anticipated duration of such Uncontrollable Circumstance. Contractor shall use all diligent efforts to end the Uncontrollable Circumstance, ensure that the effects of any Uncontrollable Circumstance are minimized and resume full performance under this Agreement. The County will not pay additional cost as a result of an Uncontrollable Circumstance. The Contractor may only seek a no cost Change Order for such reasonable time as the Owners Representative may determine.

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

40. FEDERAL CONTRACT REQUIREMENTS

The CONTRACTOR and its subcontractors must follow the provisions, as applicable, as set forth in 2 C.F.R. §200.326 Contract provisions and Appendix II to 2 C.F.R. Part 200, as amended, including but not limited to:

Davis-Bacon Act, as amended (40 U.S.C. §§3141-3148). When required by Federal program legislation, which includes emergency Management Preparedness Grant Program. Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must comply with the Davis-Bacon Act (40 U.S.C. §§3141-3144, and §§3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If applicable, the COUNTY must place a current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The COUNTY must report all suspected or reported violations to the

Federal awarding agency.

When required by Federal program legislation, which includes emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program (it does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program), the contractors, in contracts for construction or repair work above $2,000 in situations where the Davis-Bacon also applies, must also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). As required by the Act, each contractor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or

subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, which includes all FEMA grant and cooperative agreement programs, all contracts awarded by the COUNTY in excess of $100.000 that involve the employment of mechanics or laborers must comply with 40 U.S.C.§§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. §3702 of the Act, each contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph 29 C.F.R. § 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 29

C.F.R. § 5.5 (b)(1), in the sum of $27 for each calendar day on which such individual was required or permitted

to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph29 C.F.R. § 5.5 (b)(1).

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph29 C.F.R. § 5.5 (b)(2).

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 29 C.F.R. § 5.5 (b)(1) through (4) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 29 C.F.R. § 5.5 (1) through (4).

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. §§7401-7671q) and the Federal

Water Pollution Control Act, as amended (33 U.S.C. §§1251-1387) and will report violations to FEMA/Federal Agency and the appropriate Regional Office of the Environmental Protection Agency (EPA). The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—applies to Contracts and subgrants of amounts in excess of $150,000. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA/Federal agency. The contractor agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to FEMA/Federal Agency and the appropriate EPA Regional Office.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award under a "covered transaction" (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR Part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension" and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and suspension) SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. §180.935) or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935). the contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Bidders or Proposers agree to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder or Proposer further agrees to include a provision requiring

such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. If award exceeds $100,00, the attached certification must be signed and submitted by the contractor to the COUNTY.)

Compliance with Procurement of recovered materials as set forth in 2 CFR § 200.323. CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended, by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA`s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Prohibition on certain telecommunications and video surveillance services or equipment as set forth in 2 CFR § 200.216. Recipients and subrecipients and their contractors and subcontractors may not obligate or expend any federal funds to **(1)** Procure or obtain; **(2)** Extend or renew a contract to procure or obtain; or **(3)** Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Domestic preference for procurements as set forth in 2 CFR §200.322 The COUNTY and CONTRACTOR should, to the great extent practicable, provide a preference for the purchase,

acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). These requirements of this section must be included in all subawards including contracts and purchase orders for work or products under federal award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Americans with Disabilities Act of 1990, as amended (ADA) - The CONTRACTOR will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the CONTRACTOR pursuant thereto.

Disadvantaged Business Enterprise (DBE) Policy and Obligation - It is the policy of the COUNTY that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with COUNTY funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The COUNTY and its CONTRACTOR agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with 2 C.F.R. § 200.321(as set forth in detail below), applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The COUNTY and the CONTRACTOR and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

2 C.F.R. § 200.321 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRM

a If the CONTRACTOR, with the funds authorized by this Agreement, seeks to subcontract goods or services, then, in accordance with 2 C.F.R. §200.321, the

CONTRACTOR shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible.

b Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(6) Requiring the Prime contractor, if subcontractor are to be let, to take the affirmative steps listed in paragraph (1) through (5) of this section.

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

Energy Efficiency- CONTRACTOR will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422) and with all mandatory standards and policies relating to energy efficiency and the provisions of the state Energy Conservation Plan adopted pursuant thereto.

Access to Records: Contractor and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing the Department of Homeland Security (DHS) and the Federal Emergency Management Agency's (FEMA) access to records, accounts, documents, information, facilities, and staff. Contractors must 1. cooperate with any compliance review or complaint investigation conducted by DHS 2. Give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

DHS Seal, Logo and Flags: Contractor shall not use the Department of Homeland Security seal(s), logos, crests, or reproduction of flags or likeness of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

Changes to Contract: The Contractor understands and agrees that any cost resulting from a change or modification, change order, or constructive change of the agreement must be within the scope of any Federal grant or cooperative agreement that may fund this Project and be reasonable for the completion of the Project. Any contract change or modification, change order or constructive change must be approved in writing by both the COUNTY and Contractor.

Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the contract. The contractor will comply will all applicable Federal Law, regulations, executive orders, FEMA policies, procedures, and directives

No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the COUNTY/non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. If applicable, the contractor

acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Florida Divison of Emergency Management: The CONTRACTOR is bound by any terms and conditions of the Federally-Funded Subaward and Grant Agreement between COUNTY and the Florida Division of Emergency Management (Division).

The CONTRACTOR shall hold the Division and COUNTY harmless against all claims of whatever nature arising out of the CONTRACTOR's performance of work under this Agreement, to the extent allowed and required by law.

In witness whereof, the parties hereto have executed this agreement the day and year first above written.

(Seal)

Attest: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

VENDOR:

BY: _____

DATE: 1/17/22

(Corporate Seal)

Attest:

_____
Witness

_____
Witness

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

_____
JAMES MOLENAAR
ASSISTANT COUNTY ATTORNEY
Date: James D. Molenaar, Esq.

FILED FOR RECORD
2022 FEB 24 PM 1:29
CLERK CIR. CT.
MONROE COUNTY, FL

LOBBYING AND CONFLICT OF INTEREST CLAUSE

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

ETHICS CLAUSE

"Steven M Uphoff"
(Company Officer/Partner/Individual)

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

Steven M. Uphoff
(Signature)

Date: 10-14-21

STATE OF: FLORIDA

COUNTY OF: MONROE

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on 10/14/21 (date) by Steven M Uphoff (name of affiant). ~~He/She~~ is personally known to me ~~or has produced _____ (type of identification) as identification~~.

JUDITH KATHERINE SIMONS
MY COMMISSION # GG 281497
EXPIRES: January 25, 2023
Bonded Thru Notary Public Underwriters

Judith Katherine Simons
NOTARY PUBLIC

My Commission Expires: 1/25/23

NON-COLLUSION AFFIDAVIT

I, Steven M. Uphoff of the city of Key West, Florida according to law on my oath, and under penalty of perjury, depose and say that:

1. I am Steven M. Uphoff / MBR

   of the firm of Dion Fuels LLC

   making the Bid for the services/work/project described in the Request for Bids for: Unleaded Gasoline And Diesel fuel supplier for Monroe County and that I executed the said Bid with full authority to do so.

2. The prices in this bid/Bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
3. Unless otherwise required by law, the prices and percentage of return which have been quoted in this bid/Bid have not been knowingly disclosed by the responder and will not knowingly be disclosed by the responder prior to bid/Bid opening, directly or indirectly, to any other bidder/responder or to any competitor.
4. No attempt has been made or will be made by the bidder/responder to induce any other person, partnership or corporation to submit, or not to submit, a bid/Bid for the purpose of restricting competition.
5. The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for the project/services/work.

Steven M. Uphoff — (Signature of Bidder)

10-14-21 — (Date)

STATE OF: FLORIDA

COUNTY OF: MONROE

Subscribed and sworn to (or affirmed) before me, by means of ☑ physical presence or ☐ online notarization, on 10-14-21 (date) by Steven M. Uphoff (name of affiant). He/~~She~~ is personally known to me ~~or has produced _____ (type of identification) as identification.~~

JUDITH KATHERINE SIMONS
MY COMMISSION # GG 281497
EXPIRES: January 25, 2023
Bonded Thru Notary Public Underwriters

Judith Katherine Simons
NOTARY PUBLIC

My Commission Expires: 1/25/23

DRUG-FREE WORKPLACE FORM

The undersigned Contractor/bidder/responder in accordance with Florida Statute 287.087 hereby certifies that:

Dion Fuels LLC
(Name of Business)

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

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

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

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

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

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

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

Steven M. Upshaff
Bidder's Signature

10-14-21
Date

STATE OF: Florida

COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on 10-14-21 (date) by Steven M. Upshaff (name of affiant). ~~He/She~~ is personally known to me ~~or has produced _____ (type of identification) as identification.~~

JUDITH KATHERINE SIMONS
MY COMMISSION # GG 281497
EXPIRES: January 25, 2023
Bonded Thru Notary Public Underwriters

Judith Katherine Simons
NOTARY PUBLIC

My Commission Expires: 1/25/23

PUBLIC ENTITY CRIME STATEMENT

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

I have read the above and state that neither Steven M. Uphoff I Doin Fuels LLC (Respondent's name) nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

Steven M Uphoff
(Signature)

Date: 10-14-21

STATE OF: Florida

COUNTY OF: MONROE

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on 10-14-21 (date) by Steven M. Uphoff (name of affiant). He/~~She~~ is personally known to me ~~or has produced _____ (type of identification) as identification.~~

JUDITH KATHERINE SIMONS
MY COMMISSION # GG 281497
EXPIRES: January 25, 2023
Bonded Thru Notary Public Underwriters

Judith Katherine Simons
NOTARY PUBLIC

My Commission Expires: 1/25/23

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Project Description(s): Unleaded Gasoline And Diesel Fuel Supplier for Monroe County, Florida

Respondent Vendor Name: Dion Fuels LLC

Vendor FEIN: 81-0935086

Vendor's Authorized Representative Name and Title: Steven M. Uphoff - MBR

Address: P.O Box 1209

City: Key West State: Florida Zip: 33041

Phone Number: 305-245-2000

Email Address: JRichArte@DionLLC.com

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the Section entitled "Respondent Vendor Name" is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel and for Projects of $1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria.

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

Certified By: Steven M. Uphoff - Dion Fuels LLC, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: Steven M. Uphoff

Print Name: Steven M. Uphoff

Title: MBR

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

Respondent's Insurance and Indemnification Statement

Insurance Requirement	Required Limits
Worker's Compensation	Statutory Limits (See Form WC2)
Employer's Liability	$500,000 Bodily Injury by Accident /$500,000 bodily injury by Diasease, policy limits /$500,000 Bodily Injury by Disease, each employee (See Form WC2)
General Liability	$500,000 per Person, $1,000,000 per Occurrence, $100,000 Property Damage or $1,000,000 Combined Single Limit (See Form GL3)
Vehicle Liability	$500,000 per Person, $1,000,000 Per occurrence, $100,000 Property Damage or $1,000,000 Combined Single Limit (See Form VL3)
Hazardous Cargo Transporters Liability	$1,000,000 per Occurance (See form VLP3)

IDEMNIFICATION AND HOLD HARMLESS FOR CONTRACTORS AND SUBCONTRACTORS

The CONTRACTOR covenants and agrees to indemnify and hold harmless COUNTY/Monroe County and Monroe County Board of County Commissioners, its officers and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR, subcontractor(s) and other persons employed or utilized by the CONTRACTOR in the performance of the contract.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the CONTRACTOR's failure to purchase or maintain the required insurance, the CONTRACTOR shall indemnify the County from any and all increased expenses resulting from such delay. Should any claims be asserted against the COUNTY by virtue of any deficiency or ambiguity in the plans and specifications provided by the CONTRACTOR, the CONTRACTOR agrees and warrants that CONTRACTOR shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

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

This indemnification shall survive the expiration or earlier termination of the Agreement.

RESPONDENT'S STATEMENT

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all the requirements.

Steven M. Uphoff
Dion Fuels LLC
Respondent

Steven M. Uphoff
Signature

RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL

General Insurance Requirements for Other Contractors and Subcontractors

As a pre-requisite of the work governed, or the goods supplied under this contract (including the pre-staging of personnel and material), the Contractor shall obtain, at his/her own expense, insurance as specified in any attached schedules, which are made part of this contract. The Contractor will ensure that the insurance obtained will extend protection to all Subcontractors engaged by the Contractor. As an alternative, the Contractor may require all Subcontractors to obtain insurance consistent with the attached schedules.

The Contractor will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below. Delays in the commencement of work, resulting from the failure of the Contractor to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the Contractor's failure to provide satisfactory evidence.

The Contractor shall maintain the required insurance throughout the entire term of this contract and any extensions specified in the attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Contractor to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the Contractor's failure to maintain the required insurance.

The Contractor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance

  or

- A Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the Contractor from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared form entitled **"Request for Waiver of Insurance Requirements"** and approved by Monroe County Risk Management.

GENERAL LIABILITY
INSURANCE REQUIREMENTS
FOR

CONTRACT FOR
UNLEADED GASOLINE AND DIESEL FUEL SUPPLIER

BETWEEN
MONROE COUNTY, FLORIDA
AND

CONTRACTOR

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

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

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

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

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

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

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

WORKERS' COMPENSATION
INSURANCE REQUIREMENTS
FOR

CONTRACT UNLEADED GASOLINE AND DIESEL FUEL SUPPLIER

BETWEEN
MONROE COUNTY, FLORIDA
AND

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

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

$500,000 Bodily Injury by Accident
$500,000 Bodily Injury by Disease, policy limits
$500,000 Bodily Injury by Disease, each employee

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

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

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

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

VEHICLE LIABILITY
INSURANCE REQUIREMENTS
FOR

CONTRACT UNLEADED GASOLINE AND DIESEL FUEL SUPPLIER

BETWEEN
MONROE COUNTY, FLORIDA
AND

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

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

$1,000.000 Combined Single Limit (CSL)

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

$ 500,000 per Person
$1,000,000 per Occurrence
$ 100.000 Property Damage

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

HAZARDOUS CARGO TRANSPORTERS LIABILITY
INSURANCE REQUIREMENTS
FOR

CONTRACT UNLEADED GASOLINE AND DIESEL FUEL SUPPLIER

BETWEEN
MONROE COUNTY, FLORIDA
AND

Prior to the commencement of work governed by this contract, the Contractor shall purchase Pollution Liability Insurance which extends to the hauling of toxic and hazardous material by motorized vehicles. In compliance with the Motor Carrier Act, the policy should be endorsed with an **MCS-90** Endorsement, demonstrating financial responsibility for spills and clean-up. Any pollution exclusion limiting coverage under this policy shall be removed.

The minimum limits acceptable shall be:

$1,000,000 per Occurrence

DIONENT-03 VROLON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/4/2022

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

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

PRODUCER	CONTACT NAME:	
Morris and Reynolds Insurance 14821 S Dixie Hwy Miami, FL 33176	PHONE (A/C, No, Ext): (305) 238-1000	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Dion Enterprises LLC, Dion Fuels LLC, Dion Transport LLC Post Office Box 1209 Key West, FL 33041	INSURER A : GuideOne America Insurance Co.	42331
	INSURER B : LLoyds of London	15792
	INSURER C : Bridgefield Casualty Ins Co.	10335
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		62P100724-02 APPROVED BY RISK MANAGEMENT BY DATE 2/16/2022 WAVER N/A___ YES___	2/8/2022	2/8/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG LIQUOR LIAB	$ 1,000,000 $ 100,000 $ 0 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X		62P100724-02	2/8/2022	2/8/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			22UKPCB220002530009404	2/8/2022	2/8/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		19642371	2/8/2022	2/8/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

Petroleum Distributor - State of Florida MCS 90 *Monroe County BOCC, its employees and officials included as Additional Insured with regards to General/Auto Liability with respects to operations of client only. Waiver of Subrogation included on Workers Compensation. RE:BID#

Pollution Liability - Broadened Coverage - Business Auto and Motor Carrier Coverage applies subject to a $1,000,000 limit.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DIONENT-03 VROLON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/4/2022

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PRODUCER Morris and Reynolds Insurance 14821 S Dixie Hwy Miami, FL 33176	CONTACT NAME: PHONE (A/C, No, Ext): (305) 238-1000 FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : GuideOne America Insurance Co. — 42331
INSURED Dion Enterprises LLC, Dion Fuels LLC, Dion Transport LLC Post Office Box 1209 Key West, FL 33041	INSURER B : LLoyds of London — 15792
	INSURER C : Bridgefield Casualty Ins Co. — 10335
	INSURER D :
	INSURER E :
	INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		62P100724-02	2/8/2022	2/8/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG LIQUOR LIAB	$ 1,000,000 $ 100,000 $ 0 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X		62P100724-02	2/8/2022	2/8/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			22UKPCB220002530009404	2/8/2022	2/8/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		19642371	2/8/2022	2/8/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

Petroleum Distributor - State of Florida MCS 90 *Monroe County BOCC, its employees and officials included as Additional Insured with regards to General/Auto Liability with respects to operations of client only. Waiver of Subrogation included on Workers Compensation. RE:BID#-99-0-2017/II

Pollution Liability - Broadened Coverage - Business Auto and Motor Carrier Coverage applies subject to a $1,000,000 limit.

CERTIFICATE HOLDER

Monroe County BOCC
Insurance Compliance
PO Box 100085 - FX
Duluth, GA 30096

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DIONENT-03 VROLON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/4/2022

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PRODUCER
Morris and Reynolds Insurance
14821 S Dixie Hwy
Miami, FL 33176

CONTACT NAME:
PHONE (A/C, No, Ext): (305) 238-1000 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : GuideOne America Insurance Co.	42331
INSURER B : LLoyds of London	15792
INSURER C : Bridgefield Casualty Ins Co.	10335
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Dion Enterprises LLC, Dion Fuels LLC, Dion Transport LLC
Post Office Box 1209
Key West, FL 33041

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			62P100724-02	2/8/2022	2/8/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						LIQUOR LIAB	$ 1,000,000
A	AUTOMOBILE LIABILITY			62P100724-02	2/8/2022	2/8/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			22UKPCB220002530009404	2/8/2022	2/8/2023	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		19642371	2/8/2022	2/8/2023	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Petroleum Distributor - State of Florida MCS 90 *Monroe County - District School Board its employees and officials Included as Additional Insured with regards to General/Auto Liability with respects to operations of client only. Waiver of Subrogation included on Workers Compensation. RE:BID#-99-0-2017/II

CERTIFICATE HOLDER

Monroe County - District School Board
Post Office Box 1788
Key West, FL 33041-1788

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Kevin Madok, CPA

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

DATE: February 27, 2023

TO: Daryl Greenlee, Director
Fleet Management

Tammy Acevedo
Executive Assistant

FROM: Liz Yongue, Deputy Clerk

SUBJECT: February 15, 2023 BOCC Meeting

The following item has been executed and added to the record:

C19 1st Amendment to renew the existing contract with Dion Fuels LLC for one-year term beginning March 15th, 2023.

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

cc: County Attorney
Finance
File

FIRST RENEWAL OF AGREEMENT BETWEEN MONROE COUNTY AND DION FUELS, LLC

THIS AGREEMENT is made and entered into this 20th day of February 2023 between **MONROE COUNTY**, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040 and **DION FUELS LLC.**, a Florida Corporation, to renew the agreement between the parties dated February 16th, 2022.

WHEREAS, on February 16th, 2022, the parties entered into an agreement to provide fuel services for Monroe County, and

WHEREAS, the term of the initial agreement provides the County with the option to renew the Agreement for four (4) additional one (1) year periods beginning March 15th, 2023, and

WHEREAS, all other terms of the Agreement between the parties, dated March 15th 2022, remain in full force and effect.

NOW, THEREFORE, pursuant to the terms of the original Agreement, the parties agree to renew the Agreement for one (1) additional year beginning on March 15th 2023.

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

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Mayor / Chairman

FILED FOR RECORD
2023 FEB 27 AM 11:05
CLK CIR CT
MONROE COUNTY, FLA

WITNESSES:

_____
Witness 1

_____
Witness 2

DION FUELS, LLC

By _____

Judith K Simons
Print Name

Property Mgr.
Title

Approved as to form and legal sufficiency
Monroe County Attorney's Office
Christina Cory, Assistant County Attorney
1/19/23

DIONENT-03 ARAVELO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/3/2023

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

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PRODUCER
Morris and Reynolds Insurance
14821 S Dixie Hwy
Miami, FL 33176

CONTACT NAME:
PHONE (A/C, No, Ext): (305) 238-1000 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : GuideOne Insurance Company	15032
INSURER B : LLoyds of London	15792
INSURER C : Clear Spring Property and Casualty Company	15563
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Dion Enterprises LLC, Dion Fuels LLC, Dion Transport LLC
Post Office Box 1209
Key West, FL 33041

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		62P100724-03	2/8/2023	2/8/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						LIQUOR LIABILIT	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY / SCHEDULED AUTOS	X		62P100724-03	2/8/2023	2/8/2024	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE			23UKPCB220002530009404	2/8/2023	2/8/2024	AGGREGATE	$
	DED X RETENTION $ 0						All Aggregates	$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		CS-WC- 012104-01	2/8/2023	2/8/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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Petroleum Distributor - State of Florida MCS 90 *Monroe County BOCC, its employees and officials included as Additional Insured with regards to General/Auto Liability with respects to operations of client only. Waiver of Subrogation included on Workers Compensation. RE:BID#

Pollution Liability - Broadened Coverage - Business Auto and Motor Carrier Coverage applies subject to a $1,000,000 limit.

APPROVED EX RISK MANAGEMENT
BY
DATE 2.6.23
WAIVER N/A X YES

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE A
THE EXPIRATION D
ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ASSIGNMENT AND ASSUMPTION AGREEMENT OF CONTRACT AND CONSENT OF MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT OF CONTRACT AND CONSENT OF MONROE COUNTY BOARD OF COUNTY COMMISSIONERS (hereafter "Consent Agreement") is entered into this 15th day of June, 2023, by and between **MONROE COUNTY**, a political subdivision of the State of Florida (hereafter "County"), **DION FUELS LLC.**, ("Assignor") and **SUNSHINE GASOLINE DISTRIBUTORS, INC.** a Florida Corporation, ("Assignee").

WHEREAS, Dion Fuels, LLC., ("Dion Fuels") was acquired by Sunshine Gasoline Distributors, Inc. ("Sunshine Gas"); and

WHEREAS, Dion Fuels gasoline distribution business has been completely transitioned to and assumed by Sunshine Gas; and

WHEREAS, Assignor entered into an Agreement, dated February 16, 2022, and all amendments and renewals and/or extensions thereafter, with the Monroe County Board of County Commissioners, to supply fuel for the County fueling facilities, which Agreement is incorporated herein by reference (hereafter the "Original Contract"); and

WHEREAS, Assignor desires to assign and transfer to Assignee all of its rights, obligations and responsibilities in and to the Original Contract, subject to the terms, conditions, representations, covenants and agreements set forth in this Consent Agreement; and

WHEREAS, Assignee desires to assume all of the rights, obligations and responsibilities for the performance of all the services and other matters to be performed under the Original Contract as of May 22, 2023, in accordance with the terms set forth herein; and

WHEREAS, the Monroe County Board of County Commissioners has no objection to the assignment and assumption of the Original Contract and gives its consent to the assignment and assumption as required by Section 8 of the Original Contract;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the County, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee, its successors and assigns, all of its rights, obligations and responsibilities and interest in, to and under the Original Contract, subject to the terms, covenants, agreements, representations and conditions thereof.

2. Acceptance. Assignee accepts the assignment of the Original Contract and agrees to be bound by all commitments, obligations and responsibilities required to be performed or complied with and assumes any liability directly caused by Assignor as a result of Assignor's defective performance or non-compliance with such commitments, obligations and responsibilities, regardless of whether the work had been required to be performed by Assignor prior to the assignment.

S.M.M. 6/15/2023 SS-OK 6/15/23

3. Consent. The County hereby consents to the assignment and assumption of the Original Contract and releases Assignor from all duties and obligations with respect to the Original Contract. The parties hereto agree that the Original Contract shall remain in full force and effect after giving effect to this Consent Agreement.

4. Counterparts. This Consent Agreement may be executed in two counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each party has caused this Consent Agreement to be duly executed and effective as of the date above written and retroactively applicable and enforceable against the parties herein as of May 22, 2023.

DION FUELS, LLC.
("ASSIGNOR")

Tax ID: 81-0935086

By: _____
Print Name: Steven M. Lipkowitz
Title: CEO / Managing Member

SUNSHINE GASOLINE DISTRIBUTORS, INC.
("ASSIGNEE")

Tax ID: 59-2785839

By: _____
Print Name: John Sanchez
Title: GM Commercial Fuels

ON BEHALF OF MONROE COUNTY
Subject to Ratification by the Board of County Commissioners

By: _____
Roman Gastesi, County Administrator

Approved as to form and legal sufficiency
Monroe County Attorney's Office
Christina Cory, Assistant County Attorney
Date: 6.16.23

[remainder of page left blank]

6/15/2023

15-01C
6/15/23

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/31/2023

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

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

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER
PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED 138-926-1
SUNSHINE GASOLINE DISTRIBUTORS INC
1650 NW 87TH AVE
DORAL, FL 33172-2614

COVERAGES **CERTIFICATE NUMBER: 1014** **REVISION NUMBER: 1**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	N	9313870	04/21/2023	04/21/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS & COMP/OP AGG	$1,000,000 $100,000 EXCLUDED $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	N	9313870	04/21/2023	04/21/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)	$1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION	N	N	9313871	04/21/2023	04/21/2024	EACH OCCURRENCE AGGREGATE	$6,000,000 $6,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTHER E.L EACH ACCIDENT E.L DISEASE -EA EMPLOYEE E.L DISEASE - POLICY LIMIT	

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

APPROVED BY RISK MANAGEMENT
BY
DATE 6/19/2023
WAIVER N/A___YES___

CERTIFICATE HOLDER

138-926-1 1014 1
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
1100 SIMONTON ST
KEY WEST, FL 33040-3110

CANCELLATION

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

AUTHORIZED REPRESENTATIVE Nicholas R. Zoeller

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AGENCY CUSTOMER ID: 138-926-1

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
FEDERATED MUTUAL INSURANCE COMPANY		SUNSHINE GASOLINE DISTRIBUTORS INC 1650 NW 87TH AVE DORAL, FL 33172-2614
POLICY NUMBER SEE CERTIFICATE # 1014.1		
CARRIER SEE CERTIFICATE # 1014.1	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 1014.1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL INSURED INCLUDES: MONROE COUNTY BOCC, ITS EMPLOYEES AND OFFICIALS
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION ENDORSEMENT.
THE CERTIFICATE HOLDER IS A DESIGNATED INSURED ON BUSINESS AUTO LIABILITY SUBJECT TO THE CONDITIONS OF THE DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE.
BUSINESS AUTO COVERAGE INCLUDES POLLUTION LIABILITY VIA THE CA 99 48, POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS.
BUSINESS AUTO POLICY INCLUDES THE MCS-90 ENDORSEMENT.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/31/2023

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

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

PRODUCER
South Pointe Services, LLC
1444 Bloomingdale Ave
Valrico FL 33596

CONTACT NAME: Denise Sellers
PHONE (A/C, No, Ext): (813) 661-0382 **FAX (A/C, No):**
E-MAIL ADDRESS: denise@spisfla.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Technology Insurance Co	42376
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sunshine Gasoline Distributors Inc
1650 NW 87 Ave
Doral FL 33172

COVERAGES **CERTIFICATE NUMBER:** 23-24 WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PERSONAL & ADV INJURY	$
	☐ OTHER:						GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC4237997	04/21/2023	04/21/2024	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

APPROVED BY RISK MANAGEMENT
BY
DATE 6/19/2023
WAIVER N/A___YES___

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

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/11/2025

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

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

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER
PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
SUNSHINE GASOLINE DISTRIBUTORS INC
1650 NW 87TH AVE
DORAL, FL 33172-2614

COVERAGES **CERTIFICATE NUMBER: 1014** **REVISION NUMBER: 2**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	N	9313870	04/21/2024	04/21/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS & COMP/OP ACC	$1,000,000 $100,000 EXCLUDED $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	Y	N	9313870	04/21/2024	04/21/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)	$1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION	N	N	9313871	04/21/2024	04/21/2025	EACH OCCURRENCE AGGREGATE	$6,000,000 $6,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTHER E.L EACH ACCIDENT E.L DISEASE -EA EMPLOYEE E.L DISEASE - POLICY LIMIT	

APPROVED BY RISK MANAGEMENT
BY JReed
DATE 3.11.25
WAIVER N/A X YES

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

CERTIFICATE HOLDER
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS 1014 2
1100 SIMONTON ST
KEY WEST, FL 33040-3110

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

AUTHORIZED REPRESENTATIVE
Nicholas R. Lower

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
FEDERATED MUTUAL INSURANCE COMPANY		SUNSHINE GASOLINE DISTRIBUTORS INC 1650 NW 87TH AVE DORAL, FL 33172-2614
POLICY NUMBER SEE CERTIFICATE # 1014.2		
CARRIER SEE CERTIFICATE # 1014.2	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 1014.2

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL INSURED INCLUDES: MONROE COUNTY BOCC, ITS EMPLOYEES AND OFFICIALS
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION ENDORSEMENT.
THE CERTIFICATE HOLDER IS A DESIGNATED INSURED ON BUSINESS AUTO LIABILITY SUBJECT TO THE CONDITIONS OF THE DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE.
BUSINESS AUTO COVERAGE INCLUDES POLLUTION LIABILITY VIA THE CA 99 48, POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS.
BUSINESS AUTO POLICY INCLUDES THE MCS-90 ENDORSEMENT.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Auto Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Sunshine Gasoline Distributors Inc

Endorsement Effective: 04/21/2024

SCHEDULE

Name of Person(s) Or Organization(s):
Monroe County Board of County Commissioners Key West, FL 33040-3110
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

© Insurance Services Office, Inc., 2011

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS - BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Covered Autos Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.

2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

D. ″Covered pollution cost or expense″ means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any ″insured″ or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of ″pollutants″; or

2. Any claim or ″suit″ by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of ″pollutants″.

″Covered pollution cost or expense″ does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of ″pollutants″:

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

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

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

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

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

© Insurance Services Office, Inc., 2011

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	DESCRIPTION OF INTEREST IF APPLICABLE:
Monroe County Board of County Commissioners 1100 Simonton St Key West, FL 33040-3110	ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES ONLY TO THE DELIVERY OF FUEL FOR THE CERTIFIATE HOLDER. Additional Insureds also includes: Its Employees and Officials
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

However:

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Insured:
Sunshine Gasoline Distributors Inc
1650 NW 87th Ave
Doral, FL 33172-2614

© Insurance Services Office, Inc., 2018

USDOT Number: 3181375

Endorsement for
Motor Carrier Policies of Insurance for Public Liability
under Sections 29 and 30 of the Motor Carrier Act of 1980

Issued to Sunshine Gasoline Distributors Inc (Motor Carrier name) **of** FL (Motor Carrier state or province)

Dated at Owatonna, MN 55060 **on this** 11th **day of** April , 2024

Amending Policy Number: 9313870 **Effective Date:** 04/21/2024

Name of Insurance Company: **Federated Mutual Insurance Company**

Countersigned by: Susan Pick
(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

[X] This insurance is primary and the company shall not be liable for amounts in excess of $ $1,000,000 for each accident.

[ ] This insurance is excess and the company shall not be liable for amounts in excess of $ _____ for each accident in excess of the underlying limit of $ _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 888-333-4949.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered again the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

SCHEDULE OF LIMITS - PUBLIC LIABILITY

Type of carriage		Commodity transported	Jan. 1, 1985
(1)	For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Property (nonhazardous)	$750,000
(2)	For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403.	$5,000,000
(3)	For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	$1,000,000
(4)	For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,001 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	$5,000,000

* The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.

SUNSHINE
GASOLINE DISTRIBUTORS, INC.

April 3, 2025

John Sanchez, GM Commercial & Marine Fuels, is duly authorized by Sunshine Gasoline Distributors, Inc., by and through its President Mr. Maximo Alvarez, to execute contracts and other legal documents relating to the *Third Renewal of Agreement Between Monroe County & Sunshine Gasoline Distributors, Inc.*, on behalf of Sunshine Gasoline Distributors, Inc. This authorization is valid as of April 3, 2025, and will remain in effect until revoked by a currently seated President of Sunshine Gasoline Distributors, Inc.

Maximo Alvarez
President

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3 day of April, 2025, by Maximo Alvarez, President of Sunshine Gasoline Distributors, Inc., a Florida (For Profit) Corporation / LLC. He is personally known to me.

Signature of Notary Public

Susana Landin
(Print & Stamp Commissioned Name of Notary Public)

SUSANA LANDIN
Notary Public
State of Florida
Comm# HH534579
Expires 6/4/2028

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: C23
2023-3839

BULK ITEM: Yes

DEPARTMENT: Purchasing

TIME APPROXIMATE:
No

STAFF CONTACT: Lisa Abreu

AGENDA ITEM WORDING: Approval of Addendum No. 5 to the Courier Service Agreement with Buccaneer Courier to adjust the contract amount by the Consumer Price Index (CPI). Approval of Addendum No. 5 to the Courier Service Agreement with Buccaneer Courier to Lower the Required Vehicular Liability to a $500,000 Combined Single Limit and General Liability to a $300,000 Combined Single Limit.

ITEM BACKGROUND:
The existing contract also allows for the County to adjust the contract amount annually in accordance with the percentage change in the Consumer Price Index for all urban consumers (CPI-U) for the most recent twelve (12) months available. The County exercises the option to amend the agreement and adjust in accordance annually with the percentage change in the U.S. Department of Commerce Consumer Price Index (CPI-U) for December 2024 of 2.9%.

PREVIOUS RELEVANT BOCC ACTION:
April 17, 2024 the BOCC approved This Renewal provides for the Agreement to be extended for 2 additional years commencing on May 1, 2024 and ending on April 30, 2026. The existing contract allows the County an option to renew the contract for two (2) additional two (2) year terms, this being the first two-year extension. The existing contract also allows for the County to adjust the contract amount annually in accordance with the percentage change in the Consumer Price Index for all urban consumers (CPI-U) for the most recent twelve (12) months available. The County exercises the option to amend the agreement and adjust in accordance annually with the percentage change in the U.S. Department of Commerce Consumer Price Index (CPI-U) for December 2023 of 3.4%.

INSURANCE REQUIRED:
Yes

CONTRACT/AGREEMENT CHANGES:
Addendum No. 5 to the Courier Service Agreement to add CPI and reduce insurance

STAFF RECOMMENDATION:

DOCUMENTATION:

05-01-2022 Contract Buccaneer Courier.pdf
2._1st_Addendum_10_19_2022.pdf
5._2nd_Amendment_04_17_2024.pdf
4._3rd_Addendum_01_31_2024.pdf
6._4th_Addendum_10_16_2024.pdf
First Renewal and Amendment 2 CPI Increase Signed by Joanne Courier.pdf
Addendum 2 Signed by Joanne.pdf
Bucanneer 2022-26 5th Addendum signed.pdf
Buccaneer 2022-26 Insurance Waiver 4.7.24 signed.pdf
2024 11 COI Bucaneer signed GL exp 10 22 2025.pdf

FINANCIAL IMPACT:
Effective Date: 5/1/2025 Expiration Date: 4/30/2026
Total Dollar Value of Contract: $111,257.16
Total Cost to County: $96,131.76 Current Year Portion: $16,021.96 Budgeted: Yes
Source of Funds: General Fund 001, Building Fund 180, MCHD & SOE
CPI: Yes, May 2025 2.9%
Indirect Costs: Estimated Ongoing Costs Not Included in above dollar amounts: Revenue Producing: No If yes, amount:Grant: County Match: Insurance Required: Yes

Kevin Madok, CPA

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

DATE: May 3, 2022

TO: Lynn Gonzalez
Sr. Purchasing Coordinator

FROM: Liz Yongue, Deputy Clerk

SUBJECT: April 20th BOCC Meeting

Attached is a copy of the following item for your handling:

C32 Agreement with Buccaneer Courier for Courier Services for Monroe County for a period of two (2) years commencing on May 1st, 2022 and ending on April 30th, 2024 with an option to renew for two (2) additional two (2) year periods.

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

cc: County Attorney
Finance
File

AGREEMENT FOR
COURIER SERVICES
MONROE COUNTY, FLORIDA

THIS AGREEMENT made and entered into this ~~1st~~ 20th day of ~~May~~ April 2022 by and between MONROE COUNTY, FLORIDA, (hereinafter called the "County or "owner"), and Buccaneer Courier (hereinafter called the "Contractor").

WITNESSED: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1.01 THE CONTRACT DOCUMENTS

The contract documents consist of this agreement, the RFP, and any addenda issued hereafter, any other amendments hereto executed by the parties hereafter, together with the bid proposal and all required insurance documentation.

1.02 SCOPE OF THE WORK

The Contractor shall provide courier services as specified herein.

A. Delivery Locations - For list a of locations to be serviced see Exhibit A, which may be amended as set forth.

B. Delivery Times - Times specified in Exhibit A for pick up and deliveries by Contractor are approximate. Locations/number of stops may change throughout the term of the contract as county offices are moved or closed. For the nightly deliveries travel North at 5:00 PM starting with Stop #10-A. Deliver (and pick up any inter-office mail) to each location by approximate time listed in Exhibit A. Reverse order of Stop numbers to deliver inter-office mail on way back down Keys. Delivery Times may be adjusted throughout the term of the agreement as directed by the County. Any changes will be formulized by an amendment to the contract.

C. Delivery Schedule - Deliveries to Stop #1 made will include opening the bags and distributing mail in department mailboxes in the Mailroom. Pickup and delivery will be required Monday through Friday with the exception of holidays. Services will not be required for the following holidays: New Years, Martin Luther Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day. A list of holidays will be provided to the Contractor on an annual basis and the Contractor will be notified should changes to the list occur. In addition, Courier services may be suspended by the County in the event of local, state or national declared emergency (example: due to a hurricane) or other disaster whereby county offices are closed. Deliveries to all locations en route from the Key Largo area west (south) to Key West Gato Building and including Monroe County Courthouse and Harvey Government Building, Key West will be made prior to 8:00 AM daily. Daily service will be available when needed from Key Largo to Key West with delivery in the afternoon. The Delivery Schedule may be adjusted throughout the term of the agreement as directed by the County. The frequency and relocations of stops may be adjusted upon the direction and written approval by the Sr. Director of Budget and Finance and does not require separate

BOCC approval. Only changes to the Delivery Schedule that adds or deletes a stop location will be formulized by an amendment to the contract. The Delivery schedule may vary with each location depending upon the service needed for the particular location. The Delivery schedule may be modified throughout the term of the agreement upon direction and approval by the Sr. Director of Budget and Finance. A contract amendment will be executed by the parties when a stop is added to the Delivery Schedule. The frequency or relocation of a stop does not require separate BOCC approval and will be directed and approved in writing by the Sr. Director of Budget and Finance. Delivery may be Five (5) days per week, Three (3) days per week, Two (2) days per week or One (1) day per week as specified by the County.

D. Materials to be transported - Contractor will be required to transport mail, inter-office documents, library books, office supplies, packages, cash etc., contained in colored courier bags. There is no limit on the number of bags per location. No more than three (3) boxes will be required for pick-up and transport for the Building Department office locations. Boxes will be sealed and weight no more than Fifty (50) pounds per box. Boxes will include various items, including but not limited to general office supplies, copy paper, and other large documents and materials. Boxes being used for the transportation of copy machine paper and general office supplies may be no longer than 18" wide, 15" deep and 10" high.

E. Provision of Lock Boxes – Lock boxes for the purpose of temporarily storing items until such time as they are picked up by Contractor will be installed at each location. Exceptions: Stop #l through Stop #8 will not need a lock box as they are serviced during normal office hours. The County will be responsible for the purchase of lock boxes to be installed at each location serviced. There may be multiple lock boxes at a stop. Charges are not based on the number of lock boxes at a stop.

F. Provision of mail bags - Mail bags are to be used as the transportation media of choice are to be provided by the County. Mail bags being used for transportation may be no larger than18" wide, 5" deep and 30" high.

1.03 THE CONTRACT SUM

The County shall pay to the Contractor for the faithful performance of said service on a per month in arrears basis on or before the 30th day of the following month in each of twelve (12) months. The Contractor shall invoice the County monthly for services rendered in accordance with the rates as set forth herein and agreed upon by both parties.

The monthly rate for Five (5) days per week delivery and pick-up per stop/location is **$230.00**;
The monthly rate for Three(3) days per week delivery and pick-up per stop/location is **$226.00**;
The monthly rate for Two (2) days per week delivery and pick-up per stop/location is **$221.00**;
The monthly rate for One (1) day per week delivery and pick-up per stop/location is **$218.00**.

Payment will be made according to the Local Government Prompt Payment Act. Any request for payment must be in a form satisfactory with supporting documentation acceptable to the County Clerk (Clerk). Acceptability to the Clerk is based on generally accepted accounting

principles and such laws, rules, and regulations as may govern the Clerk's disbursal of funds. The request must describe in detail the services performed and the payment amount requested. Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Monroe County Board of County Commissioners.

1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

A. All specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. Under no circumstances, conditions, or situations shall this Contract be more strongly construed against the Owner than against the Contractor.

B. Any ambiguity or uncertainty in the specifications shall be interpreted and construed by the Owner, and his decision shall be final and binding upon all parties.

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

1.05 TERM OF CONTRACT/RENEWAL

A. This contract shall be for a period of two (2) years, commencing May 1st, 2022, and terminating April 30th, 2024, unless the option to renew is exercised.

B. The County shall have the option to renew this agreement after the second year and each succeeding year for two additional two (2) year periods. The Contract amount agreed to herein may be adjusted annually in accordance with the percentage change in the Consumer Price Index for all urban consumers (CPI-U) for the most recent twelve (12) months available.

1.06 HOLD HARMLESS

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages and expenses (including attorney's fees) which

arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Contractor or its Subcontractors in any tier, their employees, or agents.

In the event that the services are delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

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

1.07 INDEPENDENT CONTRACTOR

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

1.08 NONDISCRIMINATION

CONTRACTOR and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. CONTRACTOR and COUNTY agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s.3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code, Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties hereto, or the subject matter of, this Agreement.

1.09 ASSIGNMENT/SUBCONTRACT

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

1.10 COMPLIANCE WITH LAW

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

1.11 INSURANCE

Prior to execution of this agreement, the contractor shall furnish the Owner Certificates of Insurance indicating the minimum coverage limitations as indicated on the attached forms identified as and as further detailed on forms WC1, GL2, and VL3, each attached hereto and incorporated as part of this contract document, and all other requirements found to be in the best interest of Monroe County as may be imposed by the Monroe County Risk Management Department.

1.12 FUNDING AVAILABILITY

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

1.13 PROFESSIONAL RESPONSIBILITY

The Contractor warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described, subject to the terms and conditions set forth in these contract documents. The contractor shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Continued funding by the Owner is contingent upon

retention of appropriate local, state, and/or federal certification and/or licensure of contractor.

1.14 NOTICE REQUIREMENT

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

FOR COUNTY:
Monroe County Purchasing Department
1100 Simonton Street, Ste. 2-213
Key West, FL. 33040

FOR CONTRACTOR:
Buccaneer Courier
P.O. Box 430763
Big Pine Key, FL 33043

1.15 TERMINIATION

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

B. Either of the parties hereto may cancel this Agreement without cause by giving the other party thirty (30) days written notice of its intention to do so.

C. Termination for Cause and Remedies: In the event of breach of any contract terms, the COUNTY retains the right to terminate this Agreement. The COUNTY may also terminate this agreement for cause with CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, prior to termination, the COUNTY shall provide CONTRACTOR with five (5) calendar days' notice and provide the CONTRACTOR with an opportunity to cure the breach that has occurred. If the breach is not cured, the Agreement will be terminated for cause. If the COUNTY terminates this agreement with the CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due the CONTRACTOR under this agreement prior to termination, however, the COUNTY reserves the right to assert and seek an offset for damages caused by the breach. The maximum amount due to CONTRACTOR shall not in any event exceed the contract sum. In addition, the COUNTY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract and including the right to pursue a claim for violation of the COUNTY's False Claims Ordinance, located at Section 2-721 et al. of the Monroe County Code.

D. Termination for Convenience: The COUNTY may terminate this Agreement for convenience, at any time, upon 30 days' notice to CONTRACTOR. If the COUNTY terminates this agreement with the CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due the CONTRACTOR under this agreement prior to termination. The maximum amount due to CONTRACTOR shall not exceed the contract sum.

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

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

1.16 GOVERNING LAWS

This Agreement is governed by the laws of the State of Florida. Venue for any litigation arising under this Agreement must be in the 16th Judicial Circuit in and for Monroe County, Florida. In the event of any litigation, the prevailing party is entitled to reasonable attorney's fees and cost.

1.17 PUBLIC ACCESS AND PUBLIC RECORDS COMPLIANCE

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

Public Records Compliance. Contractor must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of article I of the Constitution of Florida. The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other "public record" materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this contract and related to contract performance. The County shall have the right to unilaterally cancel this contract upon violation of this provision by the Contractor. Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this contract and the County

may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.
The Contractor is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.
Pursuant to F.S. 119.0701 and the terms and conditions of this contract, the Contractor is required to:

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

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

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

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

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

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

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

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

1.18 RECORDS AND RIGHT TO AUDIT

CONTRACTOR shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the agreement and for five (5) years following the termination of this Agreement. If an auditor employed by the COUNTY or Clerk determines that moneys paid to CONTRACTOR pursuant to this Agreement were spent for purposes not authorized by this Agreement, the CONTRACTOR shall repay the moneys together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to CONTRACTOR.

Right to Audit

Availability of Records. The records of the parties to this Agreement relating to the Scope of Work which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available); subcontract files, as applicable (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by County or the Monroe County Office of the Clerk of Court and Comptroller (hereinafter referred to as "County Clerk") to substantiate charges related to this agreement, and all other agreements, sources of information and matters that may in County's or the County Clerk's reasonable judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document (all foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction by County's representative and/or agents or the County Clerk. County or County Clerk may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, Subcontractors, suppliers, and contractors' representatives. All records shall be kept for 5 (5) years after termination of the Agreement. The County Clerk possesses the independent authority to conduct an audit of Records, assets, and activities relating to this Project. If any auditor employed by the Monroe County or County Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies together with interest calculated pursuant to Section 55.03, F.S., running form the date, the monies were paid to Contractor. The *right to audit* provisions survives the termination of expiration of this Agreement.

1.19 NON-WAIVER OF IMMUNITY

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

1.20 SEVERABILITY

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

1.21 ATTORNEY'S FEES AND COSTS

COUNTY and CONTRACTOR agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and attorney's fees, in appellate proceedings. Each party agrees to pay its own court costs, investigative, and out-of-pocket expenses whether it is the prevailing party or not, through all levels of the court system.

1.22 ADJUDICATION OF DISPUTES OR DISAGREEMENTS

COUNTY and CONTRACTOR agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of COUNTY and CONTRACTOR. If the issue or issues are still not resolved to the satisfaction of COUNTY and CONTRACTOR, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

1.23 COOPERATION

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

1.24 BINDING EFFECT

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

1.25 PRIVILEGES AND IMMUNITIES

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY,

when performing their respective functions under this Agreement within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

1.26 UNCONTROLLABLE CIRCUMSTANCES

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

1.27 E-VERIFY SYSTEM

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

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

(SEAL)
Attest: KEVIN MADOK, CLERK

As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor

(SEAL) Attest:

By: _____
Witness

Title: Purchasing Coordinator

By: _____
Witness

Title: Purchasing Coordinator

CONTRACTOR

By: _____

Title: Owner

FILED FOR RECORD
2007 MAY -3 AM 10:42
CLERK CIR. CT.
MONROE COUNTY, FL

BID PROPOSAL FORM

BID TO: MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

OMB-BIDS@monroecounty-fl.gov

BID FROM: Buccaneer Courier
P.O. Box 430763
Big Pine Key FL 33043

The undersigned, having carefully examined the work, bid specifications, and addenda thereto and other Contract Documents for the services of:

COURIER SERVICES
MONROE COUNTY, FLORIDA

The Contractor, in submitting the foregoing bid, agrees to comply with all contract specification documents.

$ 230.00 per stop/location per month (for Five (5) days a week pick-ups/delivery)
Amount in Numbers Amount in Words Two Hundred, Thirty dollars

$ 226.00 per stop/location per month (for Three (3) days a week pick-up/delivery)
Amount in Numbers Amount in Words Two Hundred, Twenty-six dollars

$ 221.60 per stop/location per month (for Two (2) days per week pick-ups/delivery)
Amount in Numbers Amount in Words Two Hundred, Twenty-one dollars

$ 218.00 per stop/location per month (for one (1) day per week pick-ups/delivery)
Amount in Numbers Amount in Words Two Hundred, eighteen dollars

I acknowledge receipt of Addenda No.(s) _____

I have included:

- Bid Proposal Form ✓
- Non-Collusion Affidavit ✓
- Drug Free Workplace Form ✓
- Lobbying and Conflict of Interest Clause ✓
- Local Preference Form (if requesting preference) ✓
- Public Entity Crime Statement ✓
- Bidder Insurance and indemnification Statement ✓
- Insurance Agents Statement ✓
- Vendor Certification Regarding Scrutinized Companies List ✓

(Check mark items above as a reminder that they are included)

In addition, I have included a current copy of all professional licenses and Monroe County Business Tax Receipt:

Mailing Address: P O Box 430763 Telephone: 305 872-0015

Big Pine Key FL

33043 Fax: _____

Date: 03/22/2022

Signed: [signature] Date: 03/22/2022

(Signature)

Joanne Kaestner

(Print Name)

Owner

(Title)

Witness: [signature]

(Signature)

Robin Beeler

(Print Name)

2021 / 2022
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2022

RECEIPT# 29240-65882

Business Name: BUCCANEER COURIER

Owner Name: JOANNE KAESTNER
Mailing Address:
PO BOX 430763
BIG PINE KEY, FL 33043

Business Location: MO CTY
BIG PINE KEY, FL 33043

Business Phone: 305-872-0015
Business Type: MOBILE (MAIL & OFFICE SUPPLY COURIER)

0

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
25.00	0.00	25.00	6.25	0.00	5.00	36.25

Paid 212-B-21-0000017 03/16/2022 36.25

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

Sam C. Steele, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX. YOU MUST MEET ALL COUNTY AND/OR MUNICIPALITY PLANNING, ZONING AND LICENSING REQUIREMENTS.

MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2022

RECEIPT# 29240-65882

Business Name: BUCCANEER COURIER

Owner Name: JOANNE KAESTNER
Mailing Address:
PO BOX 430763
BIG PINE KEY, FL 33043

Business Location: MO CTY
BIG PINE KEY, FL 33043

Business Phone: 305-872-0015
Business Type: MOBILE (MAIL & OFFICE SUPPLY COURIER)

0

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
25.00	0.00	25.00	6.25	0.00	5.00	36.25

Paid 212-B-21-0000017 03/16/2022 36.25

LOBBYING AND CONFLICT OF INTEREST CLAUSE

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

ETHICS CLAUSE

"Buccaneer Courier"
(Company)

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

Joanne Kuesters
(Signature)
Date: 03/16/2022

STATE OF: Florida
COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me, by means of ☑ physical presence or ☐ online notarization, on 3-16-2022 (date) by Joanne Schultz Kuesters (name of affiant). He/She is personally known to me or has produced FL Driver's License (type of identification) as identification.

Marcia C. Long
NOTARY PUBLIC

MARCIA C. LONG
Notary Public - State of Florida
Commission #1557560
My Comm. Expires November 5, 2022

My commission expires: 11-5-22

NON-COLLUSION AFFIDAVIT

I, Joanne Kaestner of the city Big Pine Key
according to law on my oath, and under penalty of perjury, depose and say that:

1. I am Owner
of the firm of Buccaneer Courier
the proposer making the Proposal for the project described in the notice for calling for proposals for:
Courier Services
and that I executed the said proposal with full authority to do so;

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

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

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

5. The statements contained in this affidavit are true and correct, and made with full knowledge of said project.

Joanne Kaestner (Signature of Proposer) 03/16/2022 (Date)

STATE OF: Florida

COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on 3-16-2022 (date)
by Joanne Scheltz Kaestner (name of affiant). He/She is personally known to me or has produced FL Driver's License (type of identification) as identification.

Marcia C Long
NOTARY PUBLIC

MARCIA C. LONG
Notary Public - State of Florida
(SEAL) Commission #1557560
My Comm. Expires November 5, 2022

My commission expires: 11-5-22

PUBLIC ENTITY CRIME STATEMENT

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

I have read the above and state that neither Buccaneer Courier

(Proposer's name) nor any Affiliate has been placed on the convicted vendor list within the last thirty-six (36) months.

Joanne Kaestner
(Signature)

Date: 03/16/2022

STATE OF: Florida

COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on 3/16/22 (date) by Joanne Kaestner (name of affiant). He/She is personally known to me or has produced FL Drivers License (type of identification) as identification.

Marcia C. Long
NOTARY PUBLIC

(SEAL) MARCIA C. LONG
Notary Public - State of Florida
Commission #1557560
My Comm. Expires November 5, 2022

My commission expires: 11-5-22

DRUG-FREE WORKPLACE FORM

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

Buccaneer Courier
(Name of Business)

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

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

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

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

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

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

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

Joanne Kaestner
Proposer's Signature

03/16/2022
Date

STATE OF: Florida

COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on 3/16/2022 (date) by Joanne Kaestner (name of affiant). He/She is personally known to me or has produced FL Driver's License (type of identification) as identification.

MARCIA C. LONG
Notary Public - State of Florida
Commission #1557560
My Comm. Expires November 5, 2022

Marcia C Long
NOTARY PUBLIC
My commission expires: 11-5-22

Respondent's Insurance and Indemnification Statement

Insurance Requirement	Required Limits
Worker's Compensation	Statutory Limits (See Form WC1)
Employer's Liability	$100,000 Bodily Injury by Accident /$500,000 bodily injury by Disease, policy limits /$100,000 Bodily Injury by Disease, each employee (See Form WC1)
General Liability	$500,000 Combined Single Limit (See Form GL2)
Vehicle Liability	$500,000 per Person, $1,000,000 Per occurrence, $100,000 Property Damage or $1,000,000 Combined Single Limit (See Form VL3

IDEMNIFICATION AND HOLD HARMLESS FOR CONTRACTORS AND SUBCONTRACTORS

The CONTRACTOR covenants and agrees to indemnify and hold harmless COUNTY/Monroe County and Monroe County Board of County Commissioners, its officers and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR, subcontractor(s) and other persons employed or utilized by the CONTRACTOR in the performance of the contract.-

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the CONTRACTOR's failure to purchase or maintain the required insurance, the CONTRACTOR shall indemnify the County from any and all increased expenses resulting from such delay. Should any claims be asserted against the COUNTY by virtue of any deficiency or ambiguity in the plans and specifications provided by the CONTRACTOR, the CONTRACTOR agrees and warrants that CONTRACTOR shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

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

This indemnification shall survive the expiration or earlier termination of the Agreement.

RESPONDENT'S STATEMENT

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all the requirements.

Buccaneer Courier
Respondent

Signature

INSURANCE AGENT'S STATEMENT

I have reviewed the above requirements with the bidder named below. The following deductibles apply to the corresponding policy.

POLICY	DEDUCTIBLES
BA090000006614	No Comprehensive or Collision coverage

Liability policies are X **Occurrence** _____ **Claims Made**

Insurance Office of America
Insurance Agency

Signature

Print Name: Richard Leonard

RESPONDENT'S STATEMENT

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all the requirements.

Buccaneer Courier
Respondent

Signature

INSURANCE AGENT'S STATEMENT

I have reviewed the above requirements with the bidder named below. The following deductibles apply to the corresponding policy.

POLICY	DEDUCTIBLES
PAV0331679	$500 Bodily Injury/$500 Property Damage

Liability policies are X Occurrence _____ Claims Made

Isaksen Insurance, Inc.
Insurance Agency

Signature

Print Name: John F. Isaksen

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Project Description(s): Courier Services

Respondent Vendor Name: Buccaneer Courier

Vendor FEIN: 073548512

Vendor's Authorized Representative Name and Title: Joanne Karstner Owner

Address: PO Box 430763

City: Big Pine Key State: FL Zip: 33043

Phone Number: 305-872-0015

Email Address: JoanneKarstner@gmail.com

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the Section entitled "Respondent Vendor Name" is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel and for Projects of $1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria.

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

Certified By: Joanne Karstner, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: Joanne Karstner

Print Name: Joanne Karstner

Title: Owner

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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/19/2021

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

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

PRODUCER	CONTACT NAME: Paula Isaksen	
Isaksen Insurance, Inc	PHONE (A/C, No, Ext): (305) 872-0097	FAX (A/C, No): (305) 872-1005
30346 Overseas Highway	E-MAIL ADDRESS: Paula@IsaksenInsurance.com	
P.O. Box 430534	INSURER(S) AFFORDING COVERAGE	NAIC #
Big Pine Key FL 33043	INSURER A : Penn-America Insurance Company	
INSURED	INSURER B :	
Buccaneer Courier	INSURER C :	
PO Box 430763	INSURER D :	
29139 Aster Lane	INSURER E :	
Big Pine Key FL 33043	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL21101902433 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		PAV0331679 Approved Risk Management 10-19-2021	10/22/2021	10/22/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 300,000 $ 100,000 $ 5,000 $ 300,000 $ 300,000 $ included
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

CERTIFICATE HOLDER

Monroe County BOCC
1100 Simonton St
Key West FL 33040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

BUCCCOU-01 DAILA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/3/2021

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

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

PRODUCER
Insurance Office of America
13361 Overseas Highway
Marathon, FL 33050

CONTACT NAME:
PHONE (A/C, No, Ext): (305) 289-0213 FAX (A/C, No): (305) 743-1810
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Mercury Indemnity Company of America	11201
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Buccaneer Courier
P.O. Box 430763
Big Pine Key, FL 33043

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY			Approved Risk Management			EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR			Maria L. Slavik			DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:			9-23-2022			GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
	☐ ANY AUTO	X		BA090000006614	9/3/2021	9/3/2022	BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
COURIER SERVICE
CERTIFICATE HOLDER IS ADDITIONAL INSURED WITH RESPECT TO WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED AS REQUIRED BY WRITTEN CONTRACT. PLEASE REFER TO THE ADDITIONAL INSURED ENDORSEMENT.

CERTIFICATE HOLDER

Monroe County Board Of County Commissioners
1100 Simonton Street
Key West, FL 33040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
- A221073

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Kevin Madok, CPA

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

DATE: December 5, 2022

TO: Lynn Gonzalez
Executive Administrator

FROM: Pamela G. Hancock, D.C.

SUBJECT: October 19th BOCC Meeting

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

C8 1st Amendment to the Agreement with Buccaneer Courier to remove four courier delivery stops: Commissioner Offices 500 Whitehead Street, Key West, FL 33040, Stop 7A; Big Pine Building Department 213 Key Deer Boulevard, Big Pine Library, FL 33043, Stop 10D; Marathon Building Department 2798 Overseas Hwy, Marathon, FL 33050, Stop 11A; and Key Largo Building Department 102050 Overseas Hwy, Key Largo, FL 33037, Stop 26A..

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

cc: County Attorney
Finance
File

COURIER SERVICE AGREEMENT
ADDENDUM NO. 1

THIS ADDENDUM is entered into this 19th day of October 2022, between the Monroe County Board of County Commissioners (COUNTY) and Buccaneer Courier (Buccaneer) in order to amend the Agreement between the parties dated May 1st, 2022, as follows:

1. Removal of four (4) delivery and pick-up for Commissioner Offices 500 Whitehead St, Key West, FL 33040, Stop #7A, Big Pine Building Department 213 Key Deer Blvd, Big Pine Library, FL 33043, Stop #10D, Marathon Building Department 2798 Overseas Hwy, Marathon, FL 33050, Stop #11A, Key Largo Building Department 102050 Overseas Hwy, Key Largo, FL 33037, Stop #26A

2. This addendum shall be retroactively effective to October 1st, 2022.

3. In all other respects, the Agreement entered May 1st, 2022, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names.

ATTEST: KEVIN MADOK, CLERK

As Deputy Clerk

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

BY _____
Mayor David Rice

Witnesses for CONTRACTOR

_____
Witness 1

_____
Witness 2

BUCCANEER COURIER

BY _____

Title: Owner

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
CHRISTINE LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
DATE 10/27/22

MONROE COUNTY
BOARD OF COUNTY COMMISSIONERS

COURIER SERVICE STOP LIST

Produced and Maintained by:

Monroe County
Purchasing Department
305-292-4467

Frequency of Stops is currently and will continue to be 5 days a week at all locations. The Budget and Finance office in conjunction with the county departments, constitutional officers, court officials will be reviewing the needs at each location and will adjust the frequency of the stops as needed.
For stop request or changes, please contact Lynn Gonzalez at 305-292-4467.

STOP #1

Days of services: Mon-Fri

The Historic Gato Cigar Factory
1100 Simonton Street
The Mail Room
Key West, Florida 33040

OUT TO KEY WEST
8:30 AM
OUT TO KEYS NORTH
10:45 AM
from Keys North to Key West
8:00 AM

CAD	County Administrator
SAF	Safety Office
ART	Monroe Council of the Arts
GRP	Group Insurance
WKC	Workers Compensation
PER	Personnel Office
OMB	Budget Office
PUR	Purchasing Office
GRT	Grants Office
EXS	Extension Services
SSD	Social Services Dept.
PWD	Public Works Division
PMD	Project Management
ENG	Engineering Department
SWM	Solid Waste Management

STOP #2

Days of service: Mon-Fri

Monroe County Health Dept.
The Historic Gato Cigar Factory
1100 Simonton Street, 1st Floor
Key West, Florida 33040

DOH	Department of Health

STOP #3

Days of service: Mon-Fri

1201 White Street, Suite 102
Key West, Florida 33040

TDC	Tourist Development Council

STOP #5

Days of service: Mon & TH (only)

3491 S. Roosevelt Blvd.
Key West, Florida 33040

APK	Airport Director's Office

EXHIBIT A
(35 Courier Stops)

STOP #5B

Days of service: Mon-Fri

The Harvey Govt. Center
located in the Historic Truman Building
1200 Truman Avenue
Key West, Florida 33040

IT	Information Technology Dept.
VAD	Veteran Affairs Dept.
TAX	Tax Collector, 1st floor
LAT	Land Authority

STOP #6

Days of service: Mon-Fri

700 Fleming Street
Key West, Florida 33040

LIB	Key West Library

STOP #7

Days of service: Mon-Fri

1111 12th Street, Suite #408
Key West, Florida 33040

CAY	County Attorney
RSK	Risk Management

STOP #8

Days of service: Mon-Fri

Monroe County Courthouse
500 Whitehead Street
Key West, Florida 33040

CTA	Court Administrator
CLK	Clerk of the Courts
PAO	Property Appraiser Office
FIN	Finance Department
PAY	Payroll Department
SOE	Supervisor of Elections
SAO	State Attorney
CAT	Commissioner Cates
SCH	Commissioner Scholl

STOP #9B

Days of service: Mon-Fri
10:45 AM
Juvenile Justice Building
5503 College Road
Key West, FL 33040-

SHF	Sheriff Dept.
BLD	Building Dept. (RM #2030)
NDF	New Detention Facility
CDF	Code Compliance
GAL	Guardian Ad Litem
PTS	Pre-Trial Services

STOP #9C

Days of service: Mon & TH (only)
123 Overseas Highway
Key West, FL 33040 (Rockland Key)

RDS	Road Department
PFM	Public Facility Maintenance
FMS	Fleet Management Service

STOP #10

Days of service: Mon-Fri
Cudjoe Key Transfer Station
MM #21.5 Blimp Road
Cudjoe Key, Florida 33042

HAZ	Hazardous Waste
TRS	Transfer Station

STOP #10B

Days of service: Mon-Fri After 11:30
Big Pine Key Library
Big Pine Key Shopping Center
213 Key Deer Blvd.
Big Pine Key, FL 33043

LIB	Big Pine Key Library
FIR	Big Pine Key Fire Rescue
SSD	Transportation
COL	Commissioner Coldiron

STOP #10C

Days of service: Tue-Thur After 11:30
201 Key Deer Blvd. Unit#16
Big Pine Key, FL 33043

TXC	Big Pine Tax Collector

STOP #11

Days of service: Mon-Fri After 11:45
Monroe County Regional Service Ctr.
2798 Overseas Highway, MM 47.5
Marathon, Florida 33050

EVR	Environmental Resources
CDF	Code Compliance
PFM	Facility Maint. (Bldg. Super.)
PAO	Property Appraiser Office
PLN	Planning Department
GMD	Growth Management
BLD	Building Department
GIS	GIS Department

STOP #12

Days of service: Mon-Fri After 11:45

Marathon Sheriff's Office
3101 Overseas Highway, MM 48
Marathon, Florida 33050

SHF	Sheriff's Department
CTA	Court Administrator
CLK	Clerk of Courts
PDO	Public Defender
SAO	State Attorney

STOP #12A

Days of service: Mon-Fri After 11:45

3015 Overseas Highway, MM 48
Marathon, Florida 33050

TAX	Tax Collector

STOP #12B

Days of service: Mon, Wed & Fri (Only) After 11:45

2955 Overseas Highway,MM 48.5
Marathon, Florida 33050

ENG	Engineering/Middle Keys
PMD	Project Management/Middle Keys

STOP #13

Days of service: Mon-Fri After 11:45

Marathon Library
3490 Overseas Highway
Marathon, Florida 33050

LIB	Marathon Library

STOP #14

Days of service: Mon-Fri After 11:45

Marathon Government Annex
490 63rd Street (Ocean)
Marathon, Florida 33050

FMD	Fire Marshall
EMS	Emergency Medical Services
EMG	Emergency Management
FRD	Fire Rescue
SSD	Social Services
VAD	Veteran Affairs
SSD	Transportation

STOP #15

Days of service: Wed & Fri (Only) After 11:45

Marathon Airport	APM	Airport Manager's Office 9000
Overseas Highway, MM 51.5	RIC	Commissioner Rice
Marathon, Florida 33050		

STOP #16

Days of service: Mon, Wed & Fri (Only) After 11:45

Marathon Public Works	PFM	Facilities Maintenance
10600 Aviation Blvd.	FMS	Fleet Management Services
Marathon, Florida 33050		

STOP #17

Days of service: Mon-Fri After 12:30

Long Key Transfer Station	TRS	Transfer Station
MM 68 U.S. #1 (gulf)		
Long Key, Florida 33001		

STOP #18

Days of service: Mon-Fri After 12:50

Islamorada Library	LIB	Islamorada Library
81830 Overseas Hwy		
Islamorada, Florida 33036		

STOP #19

Days of service: Mon-Fri After 1:55

Social Services Meal Site	SSD	Social Services
101485 Overseas Hwy		
Key Largo, Florida 33037		

STOP #19A

Days of service: Mon-Fri After 1:15

87831 Overseas Hwy.	FMS	Fleet Management (PK Garage)
Islamorada, Florida 33036		

STOP #20

Days of service: Mon-Fri After 1:20

Ellis Building
88800 Overseas Hwy, MM 88-89
Plantation Key, Florida 33070

TAX	Tax Collector
PAO	Property Appraiser Office
DRG	Drug Court

STOP #21

Days of service: Mon-Fri After 1:20

Plantation Government Center
88770 Overseas Hwy, MM 88-89 (Gulf)
Plantation Key, Florida 33070

CTA	Court Administrator
CLK	Clerk of Court
PDO	Public Defender
SAO	State Attorney

STOP #23

Days of service: Mon-Fri After 1:55

Tradewinds Plaza
101485 Overseas Hwy, MM 101.485
Key Largo, Florida 33037

LIB	Key Largo Library
TAX	Tax Collector's Office

STOP #24

Days of service: Mon-Fri After 2:20

Key Largo Transfer Station
1180 State Road 905 (gulf)
Key Largo, Florida 33037

TRS	Transfer Station only

STOP #26

Days of service: Mon-Fri After 2:00

Murray E Nelson Govt & Cultural Center
102050 Overseas Highway
Key Largo, FL 33037

RAS	Commissioner Raschein
EXS	Extension Service
VAD	Veterans Affairs
SOE	Supervisor of Elections
CDF	Code Compliance
BLD	Building Department
PLN	Planning Department
DOH	Environmental Health
PMD	Project Management
IT	Information Tech Dept
EMG	Emergency Management

.

STOP #27

Days of service: Mon-Fri After 11:45

Ruth Ivins Clinic	DOH	Department of Health
3333 Overseas Hwy		
Marathon, Florida 33050		

STOP #28

Days of service: Mon-Fri After 1:20

Roth Building	DOH	Department of Health
50 High Point Road		
Tavernier, Florida 33070		

STOP #29

Days of service: Mon-Fri After 11:45

Unit A & Unit B	SOE	Supervisor of Elections
100th Street Center		
10005-10015 Overseas Highway		
Marathon, Florida 33050		

STOP #30

Days of service: Mon-Fri After 2:30

Ocean Reef	BLD	Building Department
11601 County Road 905		
Key Largo, FL 33037		

STOP #31

Days of service: Mon-Fri After 1:50

300 Magnolia Street	PWD	Public Works
Key Largo, FL 33037	ENG	Engineering

Kevin Madok, CPA

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

DATE: April 29, 2024

TO: Lisa Abreu
Office of Management & Budget

FROM: Liz Yongue, Deputy Clerk

SUBJECT: April 17, 2024 BOCC Meeting

The following item has been executed and added to the record:

C26 2nd Amendment to the Courier Service Agreement with Buccaneer Courier to extend the agreement for another 2 years and to adjust the contract amount by the Consumer Price Index (CPI).

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

cc: County Attorney
Finance
File

COURIER SERVICE AGREEMENT
FIRST RENEWAL AND AMENDMENT NO. 2

FILED FOR RECORD
2024 APR 29 PM 1:
CLERK CIR. CT.
MONROE COUNTY, FL

THIS FIRST RENEWAL AND AMENDMENT TO THE COURIER SERVICE AGREEMENT, is made and entered into this 17th day of April 2024, A.D., by and between MONROE COUNTY, FLORIDA, (hereinafter sometimes called the "County" or "owner"), and Buccaneer Courier, (hereinafter called the "Contractor").

WHEREAS, on April 20, 2022, the parties entered into a two (2) year agreement for courier services for Monroe County, commencing on the 1st day of May, 2022 and ending on the 30th day of April, 2024. The County has an option of renewing this contract for two (2) additional two (2) year terms; and

WHEREAS, On October 19th, 2022 the Agreement was amended by Addendum 1 Removal of four (4) delivery and pick-up for Commissioner Offices 500 Whitehead St, Key West, FL 33040, Stop #7A, Big Pine Building Department 213 Key Deer Blvd, Big Pine Library, FL 33043, Stop #10D, Marathon Building Department 2798 Overseas Hwy, Marathon, FL 33050, Stop #11A, Key Largo Building Department 102050 Overseas Hwy, Key Largo, FL 33037, Stop #26A; and

WHEREAS, the contract agreement expires on April 30th, 2024 and both parties desire to renew the original agreement for two additional years; this being the first renewal, and

WHEREAS, the Agreement allows for an annual Consumer Price Index for all urban consumers (CPI-U) for the most recent twelve (12) months available; per the Bureau of Labor Statistics, U.S. Department of Labor;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises contained herein, the parties hereby agree to amend the Agreement as follows:

1. In accordance with Paragraph 1.05(B.) of the contract amount will increase by 3.4% in accordance with the CPI-U percentage change for the most recent twelve months available.
2. This CPI-U adjustment shall be effective to May 1st, 2024.

3. In accordance with Paragraph 1.05(B.)of the 2022 agreement, the County hereby exercises its option to renew the agreement for an additional two-year term beginning May 1, 2024 and ending April 30, 2026.

4. In all other respects, the Agreement dated April 20, 2022, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names.

ATTEST: KEVIN MADOK, CLERK

As Deputy Clerk

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

By:

Mayor Holly Merrill Raschein

Witnesses for CONTRACTOR

Witness 1

Mary Claire Mercer
Witness 2

BUCCANEER COURIER

BY _____

Title: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Christine Limbert-Barrows
CHRISTINE LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
DATE 4/26/24

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/24/2023

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

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

PRODUCER	CONTACT NAME: Paula Isaksen	
Isaksen Insurance 30346 Overseas Hwy Suite 5 Big Pine Key FL 33043	PHONE (A/C, No, Ext): (305) 872-0097	FAX (A/C, No):
	E-MAIL ADDRESS: paulai@isakseninsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : PENN-AMERICA INSURANCE COMPANY	32859J
INSURED Buccaneer Courier, DBA: Buccaneer Courier PO BOX 430763 BIG PINE KEY FL 330430741	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		PAV0410360	10/22/2023	10/22/2024	EACH OCCURRENCE	$ 500,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 500,000
							GENERAL AGGREGATE	$ 500,000
							PRODUCTS - COMP/OP AGG	$ included
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

APPROVED BY RISK MANAGEMENT
BY
DATE 1.16.24
WAIVER N/A X YES

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

CERTIFICATE HOLDER	CANCELLATION
Monroe County Board of County Commissioners 1100 Simonton St Key Largo FL 33037	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE John Isaksen

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BUCCCOU-01 KOTHALEV

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/21/2023

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

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

PRODUCER
Insurance Office of America
13361 Overseas Highway
Marathon, FL 33050

CONTACT NAME: Cynthia Lewis
PHONE (A/C, No, Ext): (803) 978-1894 FAX (A/C, No):
E-MAIL ADDRESS: Cynthia.Lewis@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Mercury Indemnity Company of America	11201
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Buccaneer Courier
P.O. Box 430763
Big Pine Key, FL 33043

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY			APPROVED BY RISK MANAGEMENT			EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR			BY			DAMAGE TO RENTED PREMISES (Ea occurrence)	$
				DATE 9/22/2023			MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:			WAIVER N/A___YES___			GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
	☐ ANY AUTO	X		BA090000006614	9/3/2023	9/3/2024	BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
COURIER SERVICE
CERTIFICATE HOLDER IS ADDITIONAL INSURED WITH RESPECT TO WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED AS REQUIRED BY WRITTEN CONTRACT. PLEASE REFER TO THE ADDITIONAL INSURED ENDORSEMENT.

CERTIFICATE HOLDER

Monroe County Board Of County Commissioners
1100 Simonton Street
Key West, FL 33040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Kevin Madok, CPA

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

DATE: February 5, 2024

TO: Lisa Abreu, Administrator
Purchasing & Contract Services

FROM: Pamela G. Hancock, D.C.

SUBJECT: January 31st BOCC Meeting

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

C13 3rd Addendum to the Courier Service Agreement to add one additional delivery and pick-up for Supervisor of Elections 5200 College Road, Key West, FL. 33040, Stop #9

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

cc: County Attorney
Finance
File

COURIER SERVICE AGREEMENT
ADDENDUM NO. 3

THIS ADDENDUM is entered into this 31st day of January 2024, between the Monroe County Board of County Commissioners (COUNTY) and Buccaneer Courier (Buccaneer) in order to amend the Agreement between the parties dated April 20, 2022 as follows:

1. One (1) additional delivery and pick-up for Supervisor of Elections 5200 College Road, Key West, FL. 33040, Stop #9.

2. This addendum shall be effective February 1, 2024.

3. In all other respects, the Agreement entered April 20, 2022, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names.

ATTEST: KEVIN MADOK, CLERK

Deputy Clerk

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

BY _____
Mayor Holly Merrill Raschein

Witnesses for CONTRACTOR

Witness 1

Witness 2

BUCCANEER COURIER

BY _____

Title: Owner

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
CHRISTINE LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
DATE: 1/25/23

FILED FOR RECORD
2024 FEB -5 AM 9:45
CLK CIR CT
MONROE COUNTY FLA

MONROE COUNTY
BOARD OF COUNTY COMMISSIONERS

COURIER SERVICE STOP LIST

Produced and Maintained by:

Monroe County
Purchasing Department
305-292-4453

For stop request or changes, please contact Lisa Abreu at 305-292-4453.

STOP #1

Days of services: Mon-Fri

The Historic Gato Cigar Factory
1100 Simonton Street
The Mail Room
Key West, Florida 33040

OUT TO KEY WEST
8:30 AM
OUT TO KEYS NORTH
10:45 AM
from Keys North to Key West
8:00 AM

CAD	County Administrator
SAF	Safety Office
ART	Monroe Council of the Arts
GRP	Group Insurance
WKC	Workers Compensation
PER	Personnel Office
OMB	Budget Office
PUR	Purchasing Office
GRT	Grants Office
EXS	Extension Services
SSD	Social Services Dept.
PWD	Public Works Division
PMD	Project Management
ENG	Engineering Department
SWM	Solid Waste Management

STOP #2

Days of service: Mon-Fri

Monroe County Health Dept.
The Historic Gato Cigar Factory
1100 Simonton Street, 1st Floor
Key West, Florida 33040

DOH	Department of Health

STOP #3

Days of service: Mon-Fri

1201 White Street, Suite 102
Key West, Florida 33040

TDC	Tourist Development Council

STOP #5

Days of service: Mon & TH (only)

3491 S. Roosevelt Blvd.
Key West, Florida 33040

APK	Airport Director's Office

EXHIBIT A
(36 Courier Stops)

STOP #5B

Days of service: Mon-Fri

The Harvey Govt. Center
located in the Historic Truman Building
1200 Truman Avenue
Key West, Florida 33040

IT	Information Technology Dept.
VAD	Veteran Affairs Dept.
TAX	Tax Collector, 1st floor
LAT	Land Authority

STOP #6

Days of service: Mon-Fri

700 Fleming Street
Key West, Florida 33040

LIB	Key West Library

STOP #7

Days of service: Mon-Fri

1111 12th Street, Suite #408
Key West, Florida 33040

CAY	County Attorney
RSK	Risk Management

STOP #8

Days of service: Mon-Fri

Monroe County Courthouse
500 Whitehead Street
Key West, Florida 33040

CTA	Court Administrator
CLK	Clerk of the Courts
PAO	Property Appraiser Office
FIN	Finance Department
PAY	Payroll Department
SOE	Supervisor of Elections
SAO	State Attorney
CAT	Commissioner Cates
SCH	Commissioner Scholl

STOP #9

Days of service: Mon-Fri

5200 College Road
Key West, Florida 33040

SOE	Supervisor of Elections

STOP #9B

Days of service: Mon-Fri
10:45 AM
Juvenile Justice Building
5503 College Road
Key West, FL 33040-

SHF	Sheriff Dept.
BLD	Building Dept. (RM #2030)
NDF	New Detention Facility
CDF	Code Compliance
GAL	Guardian Ad Litem
PTS	Pre-Trial Services

STOP #9C

Days of service: Mon & TH (only)
123 Overseas Highway
Key West, FL 33040 (Rockland Key)

RDS	Road Department
PFM	Public Facility Maintenance
FMS	Fleet Management Service

STOP #10

Days of service: Mon-Fri
Cudjoe Key Transfer Station
MM #21.5 Blimp Road
Cudjoe Key, Florida 33042

HAZ	Hazardous Waste
TRS	Transfer Station

STOP #10B

Days of service: Mon-Fri After 11:30
Big Pine Key Library
Big Pine Key Shopping Center
213 Key Deer Blvd.
Big Pine Key, FL 33043

LIB	Big Pine Key Library
FIR	Big Pine Key Fire Rescue
SSD	Transportation
LIN	Commissioner Lincoln
BLD	Building Dept

STOP #10C

Days of service: Tue-Thur After 11:30
201 Key Deer Blvd. Unit#16
Big Pine Key, FL 33043

TXC	Big Pine Tax Collector

STOP #11

Days of service: Mon-Fri After 11:45

Monroe County Regional Service Ctr.
2798 Overseas Highway, MM 47.5
Marathon, Florida 33050

EVR	Environmental Resources
CDF	Code Compliance
PFM	Facility Maint. (Bldg. Super.)
PAO	Property Appraiser Office
PLN	Planning Department
GMD	Growth Management
BLD	Building Department
GIS	GIS Department
PIO	Public Information Officer

STOP #12

Days of service: Mon-Fri After 11:45

Marathon Sheriff's Office
3101 Overseas Highway, MM 48
Marathon, Florida 33050

SHF	Sheriff's Department
CTA	Court Administrator
CLK	Clerk of Courts
PDO	Public Defender
SAO	State Attorney

STOP #12A

Days of service: Mon-Fri After 11:45

3015 Overseas Highway, MM 48
Marathon, Florida 33050

TAX	Tax Collector

STOP #12B

Days of service: Mon, Wed & Fri (Only) After 11:45

2955 Overseas Highway,MM 48.5
Marathon, Florida 33050

ENG	Engineering/Middle Keys
PMD	Project Management/Middle Keys

STOP #13

Days of service: Mon-Fri After 11:45

Marathon Library
3490 Overseas Highway
Marathon, Florida 33050

LIB	Marathon Library

STOP #14

Days of service: Mon-Fri After 11:45

Marathon Government Annex
490 63rd Street (Ocean)
Marathon, Florida 33050

FMD	Fire Marshall
EMS	Emergency Medical Services
EMG	Emergency Management
FRD	Fire Rescue
SSD	Social Services
VAD	Veteran Affairs
SSD	Transportation

STOP #15

Days of service: Wed & Fri (Only) After 11:45

Marathon Airport
Overseas Highway, MM 51.5
Marathon, Florida 33050

APM	Airport Manager's Office 9000
RIC	Commissioner Rice

STOP #16

Days of service: Mon, Wed & Fri (Only) After 11:45

Marathon Public Works
10600 Aviation Blvd.
Marathon, Florida 33050

PFM	Facilities Maintenance
FMS	Fleet Management Services

STOP #17

Days of service: Mon-Fri After 12:30

Long Key Transfer Station
MM 68 U.S. #1 (gulf)
Long Key, Florida 33001

TRS	Transfer Station

STOP #18

Days of service: Mon-Fri After 12:50

Islamorada Library
81830 Overseas Hwy
Islamorada, Florida 33036

LIB	Islamorada Library

STOP #19

Days of service: Mon-Fri After 1:55

Social Services Meal Site
101491 Overseas Hwy
Key Largo, Florida 33037

SSD	Social Services

STOP #19A

Days of service: Mon-Fri After 1:15

87831 Overseas Hwy.
Islamorada, Florida 33036

FMS	Fleet Management (PK Garage)

STOP #20

Days of service: Mon-Fri After 1:20

Ellis Building
88800 Overseas Hwy, MM 88-89
Plantation Key, Florida 33070

DRG	Drug Court
ENG	Engineering
EXS	Extension Service
FMD	Fire Marshall
PAO	Property Appraiser Office
TAX	Tax Collector

STOP #21

Days of service: Mon-Fri After 1:20

Plantation Government Center
88770 Overseas Hwy, MM 88-89 (Gulf)
Plantation Key, Florida 33070

CTA	Court Administrator
CLK	Clerk of Court
PDO	Public Defender
SAO	State Attorney
P&B	Parks & Beaches

STOP #23

Days of service: Mon-Fri After 1:55

Tradewinds Plaza
101485 Overseas Hwy, MM 101.485
Key Largo, Florida 33037

LIB	Key Largo Library
TAX	Tax Collector's Office

STOP #24

Days of service: Mon-Fri After 2:20

Key Largo Transfer Station
1180 State Road 905 (gulf)
Key Largo, Florida 33037

TRS	Transfer Station only

STOP #26

Days of service: Mon-Fri After 2:00

Murray E Nelson Govt & Cultural Center
102050 Overseas Highway
Key Largo, FL 33037

RAS	Commissioner Raschein
VAD	Veterans Affairs
SOE	Supervisor of Elections
CDF	Code Compliance
BLD	Building Department
PLN	Planning Department
DOH	Environmental Health
PMD	Project Management
IT	Information Tech Dept
EMG	Emergency Management
P&B	Parks & Beaches

.

STOP #27

Days of service: Mon-Fri After 11:45

Ruth Ivins Clinic
3333 Overseas Hwy
Marathon, Florida 33050

DOH	Department of Health

STOP #28

Days of service: Mon-Fri After 1:20

Roth Building
50 High Point Road
Tavernier, Florida 33070

DOH	Department of Health

STOP #29

Days of service: Mon-Fri After 11:45

Unit A & Unit B
100th Street Center
10005-10015 Overseas Highway
Marathon, Florida 33050

SOE	Supervisor of Elections

STOP #30

Days of service: Mon-Fri After 2:30

Ocean Reef	BLD	Building Department
11601 County Road 905		
Key Largo, FL 33037		

STOP #31

Days of service: Mon-Fri After 1:50

300 Magnolia Street	PWD	Public Works
Key Largo, FL 33037	ENG	Engineering

Kevin Madok, CPA

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

DATE: November 4, 2024

TO: Lisa Abreu
Office of Management & Budget

FROM: Liz Yongue, Deputy Clerk

SUBJECT: October 16, 2024 BOCC Meeting

The following item has been executed and added to the record:

C32 4th Addendum to the Courier Service Agreement with Buccaneer Courier to add one (1) additional delivery and pick up for the Emergency Operations Center (EOC) 7280 Overseas Highway, Marathon, FL 33050, Stop #14A. Retroactively effective September 23, 2024.

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

cc: County Attorney
Finance
File

COURIER SERVICE AGREEMENT
ADDENDUM NO. 4

THIS ADDENDUM is entered into this 16th day of October 2024, between the Monroe County Board of County Commissioners (COUNTY) and Buccaneer Courier (Buccaneer) in order to amend the Agreement between the parties dated April 20, 2022 as follows:

1. One (1) additional delivery and pick-up for Emergency Operation Center 7280 Overseas Highway, Marathon, FL. 33050, Stop #14A.

2. This addendum shall be retroactively effective September 23rd, 2024.

3. In all other respects, the Agreement entered April 20, 2022, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names.

ATTEST: KEVIN MADOK, CLERK

Deputy Clerk

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

BY _____
Mayor Holly Raschein

Witnesses for CONTRACTOR

_____
Witness 1

_____
Witness 2

BUCCANEER COURIER

BY _____

Title: Owner

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
CHRISTINE LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
DATE: 10/25/24

FILED FOR RECORD
2024 NOV -4 AM 10:45
CLK CIR CT
MONROE COUNTY, FLA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/18/2024

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

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

PRODUCER

Isaksen Insurance
30346 Overseas Hwy Suite 5
Big Pine Key FL 33043

CONTACT NAME: JENNIFER CUNNINGHAM
PHONE (A/C, No, Ext): (305) 872-0097 **FAX (A/C, No):**
E-MAIL ADDRESS: jenniferc@isakseninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : PENN-AMERICA INSURANCE COMPANY	32859J
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Buccaneer Courier
PO BOX 430763
BIG PINE KEY FL 33043-0741

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		PAV0524559	10/22/2024	10/22/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 500000 $ 100000 $ 5000 $ 500000 $ 500000 $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			APPROVED BY RISK MANAGEMENT BY DATE 11/1/2025 WAIVER N/A___YES___			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

CERTIFICATE HOLDER

Monroe County Risk Management
1111 12th St Suite 408
Key West FL 33040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/30/2024

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

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

PRODUCER	CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing	
Isaksen Insurance, Inc. PO BOX 430534, BIG PINE KEY, FL 33043	PHONE (A/C, No, Ext): 1-800-444-4487	FAX (A/C, No):
	E-MAIL ADDRESS: progressivecommercial@email.progressive.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Progressive Express Insurance Company	10193
INSURED	INSURER B :	
Buccaneer Courier DBA: Buccaneer Courier PO Box 430763 Big Pine Key, FL 33043	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 233149635942961506D103024T153155 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			APPROVED BY RISK MANAGEMENT BY DATE 10/31/2025 WAIVER N/A___YES___			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $ $ $ $ $ $
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	N	979416705	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	See ACORD 101 for additional coverage details.	Y	N	979416705	04/01/2024	04/01/2025	$	

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

CERTIFICATE HOLDER

Monroe County BOCC
1100 Simonton St
Key West, FL 33040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mark Pearl

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Isaksen Insurance, Inc.		Buccaneer Courier DBA: Buccaneer Courier PO Box 430763 Big Pine Key, FL 33043
POLICY NUMBER		
979416705		
CARRIER	NAIC CODE	
Progressive Express Insurance Company	10193	EFFECTIVE DATE: 04/01/2024

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Personal Injury Protection	$10,000 w/$0 Ded - Named Insured Only
Uninsured Motorist - Nonstacked	$1,000,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only

2024 KIA SOUL KNDJ23AUXR7228822

Liability coverage may not apply to all scheduled vehicles.

Additional Information

Certificate holder is listed as an Additional Insured.

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County of Monroe
The Florida Keys

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

November 1, 2024

RE: Waiver of insurance Requirements

Risk Management is waving the contract requirement of Workers Compensation insurance for Buccaneer Courier. They presently have less employees than required for the insurance

Thank you,

Brian Bradley
Risk Manager

COURIER SERVICE AGREEMENT
FIRST RENEWAL AND AMENDMENT NO. 2

THIS FIRST RENEWAL AND AMENDMENT TO THE COURIER SERVICE AGREEMENT, is made and entered into this 17th day of April 2024, A.D., by and between MONROE COUNTY, FLORIDA, (hereinafter sometimes called the "County" or "owner"), and Buccaneer Courier, (hereinafter called the "Contractor").

WHEREAS, on April 20, 2022, the parties entered into a two (2) year agreement for courier services for Monroe County, commencing on the 1sth day of May, 2022 and ending on the 30th day of April, 2024. The County has an option of renewing this contract for two (2) additional two (2) year terms; and

WHEREAS, On October 19th, 2022 the Agreement was amended by Addendum 1 Removal of four (4) delivery and pick-up for Commissioner Offices 500 Whitehead St, Key West, FL 33040, Stop #7A, Big Pine Building Department 213 Key Deer Blvd, Big Pine Library, FL 33043, Stop #10D, Marathon Building Department 2798 Overseas Hwy, Marathon, FL 33050, Stop #11A, Key Largo Building Department 102050 Overseas Hwy, Key Largo, FL 33037, Stop #26A; and

WHEREAS, the contract agreement expires on April 30th, 2024 and both parties desire to renew the original agreement for two additional years; this being the first renewal, and

WHEREAS, the Agreement allows for an annual Consumer Price Index for all urban consumers (CPI-U) for the most recent twelve (12) months available; per the Bureau of Labor Statistics, U.S. Department of Labor;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises contained herein, the parties hereby agree to amend the Agreement as follows:

1. In accordance with Paragraph 1.05(B.) of the contract amount will increase by 3.4% in accordance with the CPI-U percentage change for the most recent twelve months available.
2. This CPI-U adjustment shall be effective to May 1st, 2024.

3. In accordance with Paragraph 1.05(B.)of the 2022 agreement, the County hereby exercises its option to renew the agreement for an additional two-year term beginning May 1, 2024 and ending April 30, 2026.

4. In all other respects, the Agreement dated April 20, 2022, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names.

MONROE COUNTY BOARD OF
COUNTY COMMISSIONERS

ATTEST: KEVIN MADOK, CLERK

Deputy Clerk

BY _____
Mayor Holly Merrill Raschein

Witnesses for CONTRACTOR

_____
Witness 1

Mary Claire Mercer
Witness 2

BUCCANEER COURIER

BY _____

Title: _____

COURIER SERVICE AGREEMENT
ADDENDUM NO. 2 AND AMENDMENT

THIS ADDENDUM AND AMENDMENT is entered into this 19th day of April 2023, between the Monroe County Board of County Commissioners (COUNTY) and Buccaneer Courier (Buccaneer).

WHEREAS, the parties entered into an agreement for courier services on April 20, 2022 for a two (2) year term commencing May 1, 2022 (Agreement); and

WHEREAS, the parties entered into an addendum on October 19, 2022 for removal of four (4) Stops; and

WHEREAS, the Agreement allows for an annual Consumer Price Index for all urban consumers (CPI-U) for the most recent twelve (12) months available; and

WHEREAS, the CPI-U for the most recent twelve months is 6.0% as released February 2023 per the Bureau of Labor Statistics, U.S. Department of Labor;

NOW THEREFORE, in consideration of the mutual covenants contained herein the parties agree to amend the Agreement as follows:

1. In accordance with Paragraph 1.05.B of the Agreement, the contract amount will increase by 6.0% in accordance with the CPI-U percentage change for the most recent twelve months available.

2. This CPI-U adjustment shall be effective May 1, 2023.

3. In all other respects, the Agreement dated April 20, 2022, as amended October 19, 2022, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names.

MONROE COUNTY BOARD OF
COUNTY COMMISSIONERS

ATTEST: KEVIN MADOK, CLERK

_____
As Deputy Clerk

BY _____
Mayor Craig Cates

Witnesses for CONTRACTOR

_____
Witness 1

_____
Witness 2

BUCCANEER COURIER

BY _____

Title: Owner

COURIER SERVICE AGREEMENT
ADDENDUM NO. 5

THIS ADDENDUM is entered into this 16th day of April 2025, between the Monroe County Board of County Commissioners (COUNTY) and Joanne Kaestner, dba Buccaneer Courier (Contractor).

WHEREAS, the parties entered into an agreement for courier services on April 20, 2022 for a two (2) year term commencing May 1, 2022 (Agreement); and

WHEREAS, the parties entered into an addendum on October 19, 2022 for removal of four (4) Stops; and

WHEREAS, the Agreement allows for an annual Consumer Price Index for all urban consumers (CPI-U) for the most recent twelve (12) months available; and

WHEREAS, the CPI-U for the most recent twelve months is 2.9% as released February 2025 per the Bureau of Labor Statistics, U.S. Department of Labor; and

NOW THEREFORE, in consideration of the mutual covenants contained herein the parties agree to amend the Agreement as follows:

1. In accordance with Paragraph 1.05.B of the Agreement, the Contract Sum will increase by 2.9% in accordance with the CPI-U percentage change for the most recent twelve months available.

2. This CPI-U adjustment shall be effective May 1, 2025.

3. In all other respects, the Agreement dated April 20, 2022, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names.

MONROE COUNTY BOARD OF
COUNTY COMMISSIONERS

ATTEST: KEVIN MADOK, CLERK

BY _____
Mayor James Scholl

_____
As Deputy Clerk

Witnesses for CONTRACTOR

Budget Kaestner
Witness 1

Deene Kawzinsky
Witness 2

BUCCANEER COURIER

BY Joanne Kaestner

Title: Owner

MONROE COUNTY, FLORIDA

REQUEST FOR WAIVER OF INSURANCE REQUIREMENTS

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract.

Contractor/Vendor: Joanne Kaestner dba Buccaneer Courier

Project or Service: Courier Services

Contractor/Vendor Address & Phone #: PO Box 430763
Big Pine Key, FL 33043

General Scope of Work: Courier Services - Pickup & Delivery of mail office documents & other correspondence between County facilities

Reason for Waiver or Modification: Worker's Comp contractor employs less than 4 employees & is not required to maintain WC per 0260 FS 440.05 Auto Liability reduction to $500K is sufficient to cover anticipated liability exposure to BOC resulting from Contractor performance of work under contract

Policies Waiver or Modification will apply to: Workers Comp (waived) Auto Liability (reduced to $500 K CSL)

Signature of Contractor/Vendor: Joanne Kaestner

Date: 01/24/25 Approved Not Approved

Risk Management Signature: _____

Date: _____

County Administrator appeal:

Approved: _____ Not Approved: _____

Date: _____

Board of County Commissioners appeal:

Approved: _____ Not Approved: _____

Meeting Date: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/18/2024

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

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

PRODUCER

Isaksen Insurance
30346 Overseas Hwy Suite 5
Big Pine Key FL 33043

CONTACT NAME: JENNIFER CUNNINGHAM
PHONE (A/C, No, Ext): (305) 872-0097 **FAX (A/C, No):**
E-MAIL ADDRESS: jenniferc@isakseninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : PENN-AMERICA INSURANCE COMPANY	32859J
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Buccaneer Courier
PO BOX 430763
BIG PINE KEY FL 33043-0741

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		PAV0524559	10/22/2024	10/22/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 500000 $ 100000 $ 5000 $ 500000 $ 500000 $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			APPROVED BY RISK MANAGEMENT BY DATE 11/1/2025 WAIVER N/A___YES___			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

CERTIFICATE HOLDER

Monroe County Risk Management
1111 12th St Suite 408
Key West FL 33040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: D1
2023-3881

BULK ITEM: Yes

DEPARTMENT: Tourist Development Council

TIME APPROXIMATE:
N/A

STAFF CONTACT: Kara Franker

AGENDA ITEM WORDING: Approval to pay for expenditures incurred by 3406 North Roosevelt Boulevard Corporation d/b/a Visit Florida Keys (VFK) for 1) Agreement with Ripe, Inc. for an online booking engine for the Florida Keys & Key West website and 2) Agreement with LMA Communications, Inc. for Canadian Public Relations services. Approval of waiver of price quotes is requested for the Agreement with LMA Communications, Inc.

ITEM BACKGROUND:
Visit Florida Keys authorized the Chairperson or Vice-Chairperson to sign agreements relating to the transition of agencies at their meeting of December 6, 2024. The Agreements with Ripe and LMA were previously held by the Website and Public Relations Agencies.

The agreement with LMA is only for 5-6 month period to ensure that public relations and promotion of the Florida Keys & Key West continues in the Canadian Market. As part of the implementation of public relations services to VFK, a review of options in moving forward to procure a long term agreement will be conducted which will include utilizing other current competitively bid vendors, use of competitively bid pricing through Visit Florida, a new competitive solicitation and any other options in accordance with the County's Purchasing Policy. A determination on how best to move forward will be made in the coming months

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PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
New Agreements

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Ripe Agreement with Addendum - 03-25-25.pdf
LMA Agreement.pdf

FINANCIAL IMPACT:

Ripe: 116 -76078- SC_00041

LMA: 115-75038

Visit Florida Keys/ Ripe Supplier Growth Service Agreement

Parties:

This Agreement (the "Agreement") is effective as of May 1, 2025 (the "Effective Date"), between **3406 N Roosevelt Blvd Corporation d/b/a Visit Florida Keys** ("Client"), located in the state of Florida, and Ripe, Inc. ("Ripe"), a corporation based in Utah. The Client and Ripe are collectively referred to as the "Parties."

Purpose:

The Client manages the website fla-keys.com.com ("Client Website") and has engaged Ripe, which specializes in lodging booking software, to provide booking services for visitors to the Client Website.

Now, therefore, in consideration of the mutual agreements and promises contained herein, the Parties hereto agree as follows:

Definitions:

A. **Ripe ITA Platform** – The Ripe In-market Travel Agency white-label reservation platform.
B. **Affiliate Booking Platform** – A custom event micro-site powered by the Ripe ITA Booking Platform.
C. **Lodging Supplier** – Any hotel, vacation rental, or accommodation provider listed in the system.
D. **Initial Term –** The term of the contract after signatures from both parties have been executed.
E. **Delivery Date –** The date on which Ripe provides the Client with the customized ITA booking platform.

1. **TERM:**
    a. **Initial Term:** This Agreement's Initial Term shall be from May 1, 2025, to September 30, 2025**.** At this point, the Client may submit new lodging supplier listings to be added to the existing ITA booking platform. Estimated time to add new supplier listings is 20 per week.

b. **Renewal:** This Agreement will renew for successive one-year terms on October 1, 2025, unless either Party provides written notice of non-renewal at least 30 days before the end of the current term.

c. **Termination for Convenience:** After the Initial Term, the Client may terminate this Agreement for any reason by providing at least 60 days' written notice to Ripe.

d. **Termination for Breach:** Either Party may terminate this Agreement if the other Party materially breaches any provision of this Agreement and fails to cure such breach within 30 days after receiving written notice specifying the breach. Termination shall be effective on the date specified in the written notice provided by the terminating Party.

2. **FEES:**
   a. **One-Time Setup Fees:**
      i. **Ripe ITA Platform Build:** Already completed. There will be no added cost to migrate to the updated Ripe ITA platform.
      ii. **Lodging Supplier Listings Setup Fees:** A one-time fee of **$50** per supplier will be charged for each lodging supplier listing, up to a maximum of **200 listings**. This covers the creation of the full lodging supplier listing, connection to distribution partners, website integration, and supplier onboarding. This fee is invoiced on the Effective Date and due within 30 days upon receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, F.S. 218.70.

   b. **Monthly Service Fee: $2000** per month for the current 74 lodging suppliers listings, beginning May 1, 2025. The monthly service fee will increase by **$10** per property per month as new lodging suppliers are added. This will only apply to the first 100 new lodging supplier listings added. The increase of $10 per property per month will only apply to properties added from 75-100. There will be no additional increase in the monthly service fee for any new properties added, from 101 to 200 in total. Invoices are issued on the 1st day of each month and are due within 30 days upon receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, F.S. 218.70.

ripe

3. LODGING SUPPLIER COMMISSIONS: (Supplier Growth)

a. **Client Booking Engine Commission: 0%.** By default, and as a core principle, reservations made directly through the Client's booking engine will be processed with a 0% commission to lodging suppliers. However, provided the Client approves, Ripe may source inventory from a third-party commissionable channel if a lodging supplier is only available through such a channel due to connectivity limitations or if that channel offers a lower rate than direct supplier connections. Lodging suppliers remain responsible for any fees imposed by their inventory and rate distribution systems.

b. **Affiliate Engines Commission: 0%:** Reservations made through an Affiliate engine—custom event micro-sites powered by the Client Booking Engine—will be processed with a 0% commission to lodging suppliers unless the Client opts for a commissionable structure to support the affiliate or specific needs of the instance. With Client approval, Ripe may source inventory from a third-party commissionable channel if a lodging supplier is only available through such a channel due to connectivity limitations or if that channel offers a lower rate than direct supplier connections. Lodging suppliers remain responsible for any fees imposed by their inventory and rate distribution systems.

4. PAYMENT & REVENUE DISBURSEMENT:

a. **Payment Methods:** Payments may be made via certified check, ACH, or bank wire. Credit card payments will incur a 3% processing fee.

b. **Late Payment:** If the Client fails to pay any amount due by the invoice due date, a late payment fee of 2% per month will accrue on the overdue balance from the due date until full payment is received, or as allowed under the Local Government Prompt Payment Act, whichever is lower.

c. **Suspension Policy:** If Client payment is not received within 90 days of the due date, Ripe reserves the right to suspend the Client's access to the services.

d. **Revenue Sharing of Commissions, if applicable: (Supplier Growth)** If the Client opts for a commissionable structure to support an affiliate or specific needs of the instance, bookings made on that Affiliate engine will be subject to a distribution commission charged to lodging suppliers. All revenue shares will be paid quarterly, within 45 days after the close of each

quarter, based on commissions collected during the prior period.

Ripe will retain **50%** of collected affiliate commissions to cover essential services, including accounts receivable and payable management, guest servicing, and operational support.

e. **Reservation Fee:** To support platform sustainability and cover potential transaction costs associated with third-party connectivity and service enhancements, Ripe reserves the right to apply a nominal reservation fee to travelers when applicable. Any such fees will be structured to ensure a seamless booking experience.

5. RIPE OBLIGATIONS:

a. **Booking Engine:** Ripe will design, code, and host a white-label booking engine on the Client's subdomain, ensuring PCI and GDPR compliance.

b. **Lodging Listings:** Ripe will provide live, bookable inventory. Non-supported channels may be represented by a referral instance, subject to Client approval.

c. **System Features:** The booking engine will include a comprehensive Central Reservation System (CRS) for accessing and managing analytics dashboards, value-added promotions, inventory, content, and reservations.

d. **Lodging Supplier Onboarding:** Ripe will handle the onboarding of all lodging suppliers, including content creation and connectivity to their systems.

e. **Connectivity:** Ripe will obtain inventory from lodging suppliers through one of the following connectivity sources:
   - Global Distribution System (GDS): Commissions, if applicable, will be applied as outlined in Section 3. Pass-through fees may apply between the lodging supplier and the GDS and are the responsibility of the lodging supplier.
   - Direct Connection via Property Management system (PMS) or Channel Manager: Commissions, if applicable, will be applied as outlined in Section 3. Transaction fees may apply between the lodging supplier and their connectivity partner and are the responsibility of the lodging supplier.

- Online Travel Agency (OTA): Commission, if applicable, will be applied as outlined in Section 3. The lodging supplier is responsible for any margins or commissions imposed by the OTA, such as Expedia.
- Ripe Central Reservation System Extranet: Commissions, if applicable, will be applied as outlined in Section 3. No additional supplier fees are required to use this service.
- Referral Listings - These listings will link to the supplier's booking site for the completion of the transaction and will only be used if the ability to connect through the methods mentioned above is not possible due to limitations on Ripes' or the lodging suppliers' end.

6. ONGOING SERVICES PROVIDED BY RIPE:

a. **Client Success Manager (CSM):** Ripe will assign a dedicated Client Success Manager to advise through onboarding, conduct regular success meetings, and review performance.

b. **Lodging Supplier Management:** Ripe will work continuously with lodging suppliers to ensure rate parity, update promotions, and maintain accurate content.

c. **Reporting:** Ripe will provide the Client with real-time web traffic, e-commerce, and travel analytics through the Ripe reporting dashboard.

d. **Traveler Services:** Ripe will respond to guest booking inquiries, fulfillment, modifications, and cancellations during business hours (9:00 AM – 5:00 PM MST Daily).

e. **Supplier Contracting:** Ripe may enter into agreements with lodging providers to operate and manage their listings within the Ripe Central Reservation System (CRS). These agreements will allow lodging suppliers direct control over their content, inventory, rates, promotions, and booking details, including guest contact and payment information unless passed automatically through a real-time connectivity resource.

7. OPTIONAL ADD-ON SERVICES AVAILABLE TO THE CLIENT:

Summary of add-on services:

Service	Description	Pricing
Group & Event Housing Management	Inventory acquisition, rate management, reporting	$15 per reservation
Value-Add Fulfillment	Bundled incentives, electronic or in-market redemption	$2 per transaction
Branded Call Center & Chat	Traveler support for pre/post-booking	$250 per month
Technical Support & Data Services	API support, analytics, engineering	$100–$175 per hour

Details of add-on services:

a. **Group and Event Housing Management:** Ripe offers a comprehensive Group and Event Housing Management service to streamline lodging solutions for events, conferences, and large gatherings. This service ensures dedicated room blocks are secured, managed, and optimized to meet the needs of attendees while simplifying the reservation process for event organizers.

   Service Overview:

   - Inventory Acquisition & Contracting: Ripe works directly with lodging suppliers to acquire and contract dedicated room blocks at negotiated rates for specific events.
   - Rate & Availability Management: Secured room blocks can be represented directly on the Client's booking engine or a customized Affiliate instance tailored to the event.
   - Reservation Facilitation: Ripe manages all aspects of room block reservations, inventory tracking, and fulfillment to ensure seamless booking for attendees.
   - Reporting & Analytics: Clients receive real-time reporting on booking activity, pick up trends, and inventory utilization to maximize event success.
   - Guest & Supplier Support: Ripe provides ongoing support to both travelers and lodging suppliers, handling reservation modifications, cancellations, and special requests.

Pricing for this service is **$15** per reservation night, typically changed to lodging suppliers, with negotiable rates based on group size and event scope.

b. Value-Add Fulfillment:

Ripe offers the ability to bundle a value-add incentive with bookings to drive conversion and promote specific travel dates or events. These offers can include gift cards, promotional discounts, or exclusive in-market experiences to enhance the traveler's booking experience.

Included Service Features:

- Electronic or Custom Redemption Options: Ripe's system supports either automatic electronic delivery of value-add incentives or custom instructions for travelers to redeem offers upon arrival.
- Flexible Promotion Management: Value-adds can be tailored to specific date windows, events, or targeted booking segments.

Optional Additional Support:

- Fulfillment Support: If a value-add requires manual fulfillment and servicing by Ripe, a **$2** per reservation fee applies to cover processing and distribution.

c. Client Branded Call Center, Chat, & Guest Customer Service:

Ripe offers a seven-day-per-week call center and guest support service, providing destination-specific assistance to travelers before and after booking. This service enhances the traveler experience by offering local expertise, personalized recommendations, and direct reservation support.

Service Overview:

- Dedicated Phone Line & Chat Support: A Client-branded phone number and chat service for handling traveler inquiries related to accommodations, availability, and the destination.
- Pre-Booking Support: Our team answers traveler questions about lodging options, amenities, and booking policies to drive conversions and ensure guests find the best accommodations.
- Destination Expertise: Agents provide locally relevant travel insights, including recommendations on nearby attractions, transportation options, and event logistics.
- Post-Booking Assistance: Support for modifications, cancellations,

and special requests, reducing the burden on lodging suppliers and the Client.
- Multi-Channel Availability: Assistance is available via phone, chat, and email to accommodate traveler preferences.

This service is available for **$250** per month.

d. **Technical Support, Enhanced Data Solutions, Custom Development:** Ripe provides technical support, data consultation, and engineering services to help Clients optimize the Client booking engine performance, integrate tracking systems, and ensure seamless connectivity. These services extend beyond standard platform support and are available on an as-needed basis. Prior written approval from the Client is required before any additional services commence.

Available Services:

- Technical Support & Engineering Consultation: Assistance with search widget implementation, Ripe API integrations, and troubleshooting connectivity issues to ensure smooth functionality.
- Data Analytics & Tracking Consultation: Support for Google Analytics 4 (GA4) administration, conversion tracking, event tracking setup, and performance insights to optimize booking engine effectiveness.
- Data System Enhancements: Custom data extraction, reporting solutions, and integration support for Client-specific business intelligence needs.
- Custom Development (As Needed): While Ripe continuously enhances its platform, Clients may request feature customizations or prioritized enhancements beyond Ripe's standard roadmap. These requests require Ripe's approval and are quoted based on scope.

Rates:

- Technical Support, Data Consultation & Project Management: $100/hour
- Engineering Support, Product Enhancements & Data System Development: $175/hour

All services require prior approval from Ripe, with cost estimates provided by the Client Success Manager to the Client based on project scope.

e. **Emergency Response Feature and Services:**
Ripe provides an Emergency Response booking solution. This feature allows authorized users to process reservations during emergencies from a pre-determined list of hotels and room types without requiring payment information at the time of booking. The setup and launch of this feature require a separate contract, including payment terms. Costs include $15 per reservation, $100 per hour for project management and service support, and $175 per hour for any additional development costs.

8. CLIENT OBLIGATIONS:

a. **Subdomain Setup:** The Client will create a subdomain for their website and establish a DNS “A” record pointing to our white-labeled URL address to be delivered during onboarding. This step is usually managed by the hosting provider or through the admin panel where the domain is registered. Once completed, Ripe will manage the subdomain to host the booking engine.

b. **Marketing Responsibility:** The Client is responsible for all marketing related to their website and booking engine and must ensure that the lodging search widget, relevant messaging, and links to the subdomain are prominently placed throughout the website.

c. **Value Adds:** While optional, the Client is encouraged to consider adding unique booking incentives not found on other lodging websites to promote the lodging service, which can be developed and facilitated through the Ripe CRS.

d. **Additional Marketing:** At the Client's discretion, additional marketing efforts such as email campaigns, print media, social media, and promotional lodging campaigns may be used to support and encourage the use of the booking engine.

e. **Content and Product Definition:** The Client staff may contribute to defining various elements such as lodging supplier selection, destination filters, map pins, prioritization, sort order, brand voice, staff picks, award categories, and content inputs.

f. **Web Traffic Sharing:** The Client will share web traffic statistics with Ripe to collaborate on the success of the booking engine.

9. RESTRICTIONS OF USE:

a. **Software License:** Except as explicitly permitted in this Agreement, the Client is not granted any right or license to use the software after the Expiration Date.

b. **Authorized Use:** The Client may only use the CRS with the website specified in the Agreement.

c. Prohibitions:

- The Client is prohibited from making copies, reverse engineering, probing, scanning, or testing the vulnerability of the CRS.
- The Client must not use the software for competitive or benchmarking purposes.
- The Client must not use the CRS in any way that violates laws or infringes on third-party rights.
- The Client must not allow offensive, defamatory, obscene, or inappropriate content to be posted through the CRS.
- The Client must not sell, resell, sublicense, outsource, rent, lease, transfer, assign, or commercially exploit the CRS.
- The Client must not make the CRS available to any third party or process data on behalf of any third party beyond what is expressly permitted.
- The Client is responsible for disabling access to any Client Access Users that should not have access to the CRS.

d. **Personal Data:** If the Client uses the CRS to process Personal Data, Ripe disclaims all liability associated with the submission, use, and processing of such data.

10. INTELLECTUAL PROPERTY

a. **Ripe Marks:** Ripe retains ownership of its trademarks, trade names, logos, and other intellectual property rights ("Ripe Marks"). Ripe will protect its marks through registrations and enforcement.

b. **Client Marks:** The Client retains ownership of its trademarks, trade names, logos, and other intellectual property rights ("Client Marks"). The Client will protect its marks through registrations and enforcement.

c. Acknowledgments:

- Neither Ripe nor the Client gains a proprietary interest in the other

party's intellectual property.

- Both parties must cease using the other's marks upon termination or expiration of the Agreement.
- Each party acknowledges the validity, value, and exclusive rights of the other's marks and agrees not to impair those rights.

d. **Third-Party Components:** If the Client uses third-party products or services in conjunction with the CRS, those will be governed by the third party's terms. Ripe is not responsible for any issues arising from the use of third-party components.

11. CONFIDENTIALITY AND INDEMNITY

a. Indemnities: Subject to the sovereign immunity limitations of F.S. 728.68

- Each party ("Indemnifying Party") agrees to indemnify, defend, and hold the other party harmless from any liabilities, damages, costs, and expenses arising from the Indemnifying Party's breach of the Agreement, negligence, or willful misconduct.
- The Client agrees to indemnify, defend, and hold Ripe harmless for any losses related to the Client's use of the CRS.

b. **Claims Notices:** Each party must promptly inform the other of any claim or suit that may fall within the indemnity provisions. The indemnifying party may assume defense responsibilities, but the indemnified party can also maintain its defense at its own expense.

c. **Limitation of Liability:** Ripe's liability to the Client or any third party is limited to the fees payable under this Agreement. Ripe is not liable for any consequential, incidental, or punitive damages, regardless of the cause.

12. GENERAL PROVISIONS

a. **Power and Authorization:** Each party represents that they have the authority to enter into this Agreement and have taken all necessary actions to authorize the execution of the Agreement.

b. **Notices:** All notices under this Agreement must be in writing and sent by certified mail or email to the specified addresses.

c. **Force Majeure:** Neither party will be liable for delays or failures in performance due to circumstances beyond their control, such as natural disasters, strikes, riots, or acts of terrorism.

d. **Governing Law and Jurisdiction:** This Agreement is governed by the laws of the State of Utah Florida. Both parties submit to the jurisdiction of Utah 16th Judicial Circuit courts and agree that any disputes will be resolved there in Monroe County.

e. **Binding Agreement:** This Agreement is binding on the parties and their successors and assigns.

f. **Counterparts:** This Agreement may be signed in multiple counterparts, each of which is considered an original but together constitute one agreement.

g. **Attorneys' Fees:** The prevailing party in any legal action regarding this Agreement is entitled to recover reasonable attorneys' fees and court costs.

h. **Waivers:** No waiver of any provision of this Agreement is valid unless in writing and signed by the waiving party. A waiver does not imply a waiver of other provisions.

AGREEMENT AND ACCEPTANCE
By signing below, Ripe and the Client agree to the terms and conditions outlined in this Agreement:
Client

Signature:_____

Name:_____

Title:_____

Date: _____

Ripe

Signature: Eric Thompson

Name: Eric Thompson

Title: Vice President of Sales & Marketing, RIpe

Date: 03-25-25

Addendum
VFK Contract
Terms and Conditions

3406 North Roosevelt Blvd. Corporation d/b/a Visit Florida Keys (herein after "VFK" or "Customer") and Ripe, Inc. (herein after "Ripe" or "Company") agree as set forth below.

VFK and Ripe hereby enter into this addendum to the Services Agreement with Ripe, Inc. ("Agreement"). and agrees to the following:

The Agreement includes and incorporates the Service Agreement and this Addendum.

VFK is a not-for-profit corporation that supports the Monroe County Tourist Development Council and is funded in part by the Monroe County Board of County Commissioners (County).

The following provisions are required by law and policy.

The Agreement is a Public Record under Chapter 119, Florida Statutes. The parties agree to comply with Chapter 119, Florida Statutes.

Payment will be made in accordance with the Local Government Prompt Payment Act, 218.70, Florida Statutes. Payments due and unpaid under the Agreement shall bear interest pursuant to the Local Government Prompt Payment Act. Company shall submit to VFK invoices with Supporting documentation that are acceptable to the Monroe County Clerk of Court and Comptroller (Clerk). Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules, and regulations as may govern the Clerk's disbursal of funds.

Travel, as approved by VFK, shall be reimbursed to the CONSULTANT, but only to the extent and in the amounts authorized by Section 112.061, Florida Statutes and in accordance with Monroe County Code Chapter 2, Art. III., Div. 3 and Monroe County Travel Policies.

The County's indemnification is limited and subject to the sovereign immunity provisions of Sec. 768.28, Florida Statutes.

Maintenance of Records: Company shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives, shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for five years following the termination of this Agreement. If an auditor employed by VFK, the County or the Clerk determines that monies paid to Company pursuant to this Agreement were spent for purposes not authorized

by this Agreement, Company shall repay the monies together with interest calculated pursuant to Sec. 55.03; FS, running from the date the monies were paid to Company.

Governing Law, Venue, Interpretation, Costs, and Fees: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the Customer and Company agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. This Agreement shall not be subject to arbitration.

Attorney's Fees and Costs: The Parties agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, as an award against the non-pre prevailing party, and shall include attorney's fees and courts costs in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

Nondiscrimination: The Parties agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The Parties agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss.1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

Public Records Compliance. Company must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of article I of the Constitution of Florida. VFK and Company shall allow and permit reasonable access to, and inspection of, all

documents, records, papers, letters or other "public record" materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Customer and Company in conjunction with this contract and related to contract performance. The Customer shall have the right to unilaterally cancel this contract upon violation of this provision by Company. Failure of Company to abide by the terms of this provision shall be deemed a material breach of this contract and the Customer may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract. Company is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Non-Waiver of Immunity: Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the Customer and Company in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage.

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

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

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

Non-Collusion Affidavit- Company by signing this Agreement, according to law on my oath, and under penalty of perjury, depose and say that the person signing on behalf of the firm of Company, the bidder making the Proposal for the project described in the Scope of Work and that I executed the said proposal with full authority to do so; the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition; the statements contained in this affidavit are true and correct, and made with full knowledge that VFK and Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Ripe, Inc.

Eric Thompson
Signature

Vice President of Sales & Marketing, RIpe
Title

3-25-2025
Date

Contract for Public Relations Services for the Canadian Market

This Agreement is a contract for professional public relations and promotional services between LMA Communications Inc. (LMA), whose address is 35 Stratheden Rd., North York, ON M4N 1E5, Canada and 3406 North Roosevelt Boulevard Corporation d/b/a Visit Florida Keys (VFK) to promote Florida Keys & Key West tourism in Canada with concentration on the Ontario market.

VFK, is the not-for-profit contracted organization that provides services for operating an executive office for the Monroe County Tourist Development Council (TDC) and tourism promotion in accordance with Monroe County Code Section 23-199(d) and (e). VFK is funded in part by the Monroe County Board of County Commissioners (County) and is subject to follow the laws and policies as established by the Monroe County Board of County Commissioners.

This contract commences May 1, 2025, replaces all previous contracts and continues through September 30, 2025. Any and all other contracts between the two parties are hereby declared null and void. This Agreement is subject to the approval of payment of the expenditure under this agreement by the County. No valid contract exists, and no payments shall be made until approved by the Monroe County Board of County Commissioners.

In fulfilling the Scope of Work of this Contract, LMA agrees to implement a comprehensive media communications program in the above-identified markets by performing the following services:

1. 1.In Canada – with emphasis on the Ontario, Montreal, West Coast and East Coast regions — provide staff services for research and preparation of a continued flow of news and feature stories about or reflecting on Florida Keys tourism, establishing and maintaining contacts with print and electronic (broadcast and internet) media; distribution of stories, photographs and TV material, preparation of press kits for appropriate markets; representation of Florida Keys tourism at appropriate media workshops and travel conventions such as TMAC; coordination with U.S. and Florida government tourism bureaus; coordination with appropriate private sector and air carrier public relations representatives in attracting print and electronic journalists to the Florida Keys; escorting media representatives on group research tours; counselling VFK and the TDC on current tourism trends, counselling VFK and the TDC on spontaneous opportunities for tourism promotion and addressing media relations in emergency situations affecting tourism; continuous monitoring and initiating and maximizing social media efforts; identifying and executing appropriate promotions in the marketplaces; organizing and coordinating media events; providing reports every six weeks on the firm's efforts on behalf of VDK and the Florida Keys; maintaining documented records of any authorized out-of-pocket expenditures in performance of the prior-described activities and performing such other public relations activities as may be periodically required by VFK and the TDC.

2. Additional duties of LMA include proposing story and photo/video themes of interest to Canadian audiences. Identifying and coordinating, with VFK assistance, group and individual journalist research trip to the Florida Keys. Coordination and liaison with public relations officers of airlines, Visit Florida and other Florida representation offices is included among LMA responsibilities. Other services include, but are not limited to, identifying and coordinating promotions and marketing cooperative projects with retail and other entities to boost the awareness of the Florida Keys.

3. Agency principal John Ozikizler will serve as account supervisor/strategic advisor on the Visit Florida Keys account. Executive Vice President, Managing Director Jerry Grymek will serve as the day-to-day account executive. Other LMA staff will be utilized as necessary.

4. LMA to provide public relations support for TDC Sales and Marketing representatives at major international trade shows in Canada in which TDC participates.

5. LMA will prepare a Canadian public relations plan, an activity calendar and expense budget in an appropriate electronic publishing format as specified by VFK.

6. LMA will organize and produce media events in key markets at mutually agreeable dates, if proposed within the budget.

7. LMA will integrate social media programs to attract Canadian audiences to existing Visit Florida Keys platforms.

8. LMA will integrate trade programs to attract Canadian agents and consultant to the Visit Florida Keys Trade resources.

9. Every six weeks, LMA will provide a report of all Canadian activities on behalf of the Florida Keys & Key West including coverage garnered. The report is due to VFK at least seven days in advance of the TDC meeting agenda packet deadline.

10. Communications regarding all facets of the Keys PR/Marketing program are to be directed through VFK.

11. Payment will be made in accordance with the Local Government Prompt Payment Act, 218.70, Florida Statutes. Payments due and unpaid under the Agreement shall bear interest pursuant to the Local Government Prompt Payment Act. LMA shall submit to VFK invoices with Supporting documentation that are acceptable to the Monroe County Clerk of Court and Comptroller (Clerk). Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules, and regulations as may govern the Clerk's disbursal of funds.

12. A professional fee of US $5,000.00 per month is to be paid no later than 30 days after the end of the month to which the fee applies. Extra budget will be allocated for specific

programs as set forth in Attachment A (see Attachment A Canadian Public Relations Proposal 2025).

13. A trade fee of Not To Exceed US $40,000 for six-months to cover trade programs and fees towards Canadian agents as set forth in the Attachment A. (see Attachment A Canadian Public Relations Proposal 2025).

14. The fee portion of this contract will be inclusive of all communications charges including local, domestic and international long-distance telephone, cell phone, all office-generated facsimiles and e-mail.

15. **Termination**: VFK or LMA shall have the right to cancel this contract, with or without cause, at its sole discretion upon providing thirty (30) days written notice to the other party.

16. Expenses for the contract period may not exceed allocations made in the PR plan. Expenses are to include such items as printing and release reproduction; travel within the service area, entertainment of media under TDC guidelines (reimbursement of alcoholic beverages is prohibited); journalist air transportation when approved by VFK; special media events; and such items as generally are required to fulfil publicity and promotional responsibilities. Authorized expenses are to be reimbursed following receipt of monthly invoices, subject to proper supporting documents, in accordance with Monroe County TDC and Monroe County Finance Office specifications. Travel, as approved by VFK, shall be reimbursed to LMA, but only to the extent and in the amounts authorized by Section 112.061, Florida Statutes and in accordance with Monroe County Code Chapter 2, Art. III., Div. 3 and Monroe County Travel Policies.

17. Agency travel to the Florida Keys for meetings, when directed by VFK will be reimbursed. Again, payment can be made only upon receipt of supporting documentation which includes purchase receipts and airline boarding passes. VFK, as per TDC guidelines, will only reimburse for air coach travel. No business class or first-class travel is permitted.

18. Unless already set forth in Attachment A, all expenditures must be approved in advance by VFK. Those expenditures included in Attachment A exceeding $1,500.00 U.S. must be approved in advance by VFK.

19. Payments will be in U.S. dollars and will be payable by check via U.S. Post Office mail wherever directed by LMA or payment can be made via electronic transfer if the required documentation is provided.

20. LMA cannot represent individual resorts, attractions or other tourism-related businesses within or serving Monroe County, or other Florida destinations, including Convention & Visitors Bureaus and Tourist Development Councils, unless approved by VFK. VFK recognizes that LMA is Visit Florida's Canadian public relations agency.

21. LMA shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its right, title or interest therein, or his/her or power to execute such contract to any person, company, or corporation without prior written consent of VFK.

22. All work performed under the contract shall be the property of VFK and TDC, for whatever use and/or disposition the VFK and TDC may deem appropriate. VFK and TDC shall have the full right to reproduce and/or use any products derived from the contractor's work under the contract without payment of any royalties, fees, etc.

23. LMA is legally considered as an independent contractor and it or its employees shall not, under any circumstances, be considered servants or agents of VFK and TDC, and that VFK and TDC shall be at no time legally responsible for negligence on part of LMA, its servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm or corporation. LMA shall not be legally responsible for errors and omissions caused by VFK.

24. VFK and the TDC will not be responsible for any finance charges. The TDC is exempt from paying U.S. Federal Excise and State of Florida sales tax.

25. This contract (including any written amendments hereof executed by the parties to this contract) constitutes the entire contract, and supersedes all prior contracts and understandings, oral and written, among the parties to this contract with respect to the subject matter hereof. This contract may not be modified or otherwise amended except by an instrument in writing executed by the parties to this contract. If any provisions of this contract shall be held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of this contract, or the application of such provision other than those as to which it is invalid or unenforceable, shall not be affected thereby; and each provision of this contract shall be valid and enforceable to the fullest extent permitted by law.

26. The parties to this contract agree that jurisdiction and venue in any action brought pursuant to this contract to enforce its terms or otherwise with respect to the relationships between the parties shall properly lie in the courts located in Monroe County, Fla., USA and the 16th Judicial Circuit. The parties further agree that the mailing by certified or registered mail, return receipt requested, of any process required by any such court shall constitute valid and lawful service of process against them, without the necessity for service by any other means provided by statute or rule of court.

27. **Maintenance of Records:** LMA shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives, shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for five years following the termination of this Agreement. If an auditor employed by VFK, the County or the Clerk determines that monies paid to LMA pursuant to this Agreement were spent for purposes not authorized by this Agreement, LMA shall repay

the monies together with interest calculated pursuant to Sec. 55.03; FS, running from the date the monies were paid to LMA.

28. **Governing Law, Venue, Interpretation, Costs, and Fees**: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the VFK and LMA agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. This Agreement shall not be subject to arbitration.

29. **Attorney's Fees and Costs:** The Parties agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, as an award against the non-pre prevailing party, and shall include attorney's fees and court costs in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

30. **Nondiscrimination:** The Parties agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The Parties agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss.1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status

or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

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

32. **Non-Waiver of Immunity:** Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the VFK and LMA in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage. The County's indemnification is limited and subject to the sovereign immunity provisions of Sec. 768.28, Florida Statutes.

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

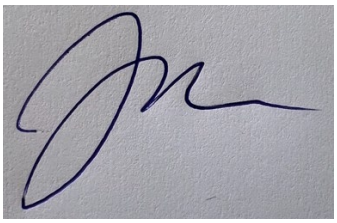
34. **No Personal Liability:** No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of VFK in his or her individual capacity, and no member, officer, agent or employee of VFK shall be liable personally on this Agreement or be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

35. **E-Verify System** - In accordance with F.S. 448.095, Any Contractor and any subcontractor shall register with and shall utilize the U.S. Department of Homeland Security E-Verify

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

36. **Non-Collusion Affidavit-** LMA by signing this Agreement, according to law on my oath, and under penalty of perjury, depose and say that the person signing on behalf of the firm of LMA, the bidder making the Proposal for the project described in the Scope of Work and that I executed the said proposal with full authority to do so; the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition; the statements contained in this affidavit are true and correct, and made with full knowledge that VFK and Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Signed and agreed upon this day __28__ of March 2025.



_____
John Ozikizler
President
LMA Communications Inc.

_____
Diane Schmidt, Chairperson
Visit Florida Keys

Attachment A- Canadian Public Relations Proposal 2025

Toronto-based LMA Communications, will continue efforts to strengthen market awareness of the Florida Keys & Key West's sustainability and uniqueness while highlighting the inclusivity and openness.

Domestic research showed that 2024 is shaping up to be the year of intentional travel, where Canadians are expected to seek meaningful experiences that align with their values and aspirations. Of note, recent surveys show that the top three travel preferences Canadians are interested in are diversity (combining urban and culture to satisfy various exploration interest), nature and food explorations. Travel agent research supports this as bookings are picking up for destinations offering a unique voice, culture, and experiences.

With Canadians having to deal with cold and winter temperatures for half of the year, warmer destinations continue to be in strong demand, particularly Florida having the largest Canadian visitations and the most accessible flights.

LMA's focus will be key feeder markets that represent the most populated Canadian regions (over 60 percent), namely the Greater Toronto Area, Ontario; Montreal, Quebec; and the East Coast market (with increasing flights to the U.S.). The agency's strategies include showcasing what makes the Florida Keys stand out from the rest of Florida for Canadian consumers who seek unique travel experiences.

Proactive media outreach with traditional and new journalists and outlets will take place throughout the year through a frequent course of news release updates, media outreach, press trips invitations and marketplace meetings. However, many of the initiatives and awareness push will happen in advance of the winter booking and travel season by way of a concentrated specialty audience radio remote campaign, a travel and culinary magazine takeover, social media experiential promotions and media missions.

Media Market Overview

The Canadian media landscape continues to find a balance between traditional media and digital outlets, although there is a constant increase in influencers, travel web sites and radio podcasts.

Broadcast television and radio continues to be held by the top stations such as Global, CHCH, CTV and CBC, which allow their morning shows news programs to have a more dedicated viewership and reach. Of particular interest is the fact that Canada is recognized for having a high social media penetration rate compared to the rest of the world at 91.3 percent.

Also recognized as one of the most multi-cultural countries in the world, Canada remains focused on welcoming new permanent residents to the country at a rate of roughly 500,000 annually from different cultural backgrounds to support required sustainable skills. This has allowed for growth of ethnic language specialty outlets and will allow the agency to highlight unique cultural aspects of the Florida Keys that will appeal to these different communities in their mother tongue.

As a further result of the growth of new residents is the shift in niche subject publications as they have a dedicated community that seek like-minded groups such as culinary, environmental, and gender orientation.

Travel trade outlets also serve as reliable sources for the thousands of registered Canadian travel agents and tour operators that cater to locals, as they look to find the latest news about different destinations to recommend.

Major Canadian Public Relations Tactics/Initiatives

The following are new media opportunities that we can look at executing from May 1, 2025 to September 30, 2025.

Television Show Editorial Spotlight and Viewer Contest Integration (Ontario) Estimate: $26,000 USD

To attract a broader scale of viewers throughout the Greater Toronto Area, LMA will organize a proactive campaign with an Ontario television show broadcast. The campaign and accompanying contest will be used to raise awareness of the inclusiveness and distinctiveness of the Florida Keys.

Following an arranged visit to pre-record interviews, the campaign will include morning show segments airing over a one-week period during the fall with a viewer contest to win a free visit to the Florida Keys (flights and hotel only for four nights). The benefit of hosting the segments and contest within one week is to create an urgency to tune in and enter.

To differentiate this campaign, creative segments with the weatherman will further promote the Florida Keys by having iconic background images while delivering the local weather and then highlighting the warm temperature in the Florida Keys. The weather additions will take place the same time as the remote airings to give the feeling of a morning show takeover.

The contest will be housed as a landing page on the morning show's web site and will feature introductory text and images from the Florida Keys, the contest details, and rules. Additional discussions will be held to determine the placement of a banner on the home page to easily direct visitors to the contest page.

Additional coverage will be given in the form of social media video posts for the station's followers across Facebook, Twitter, and Instagram channels, with a call to action and tagging the corresponding Florida Keys social accounts.

All production, copywriting and posting will be handled by the morning show team, with itineraries and interview details provided by the Visit Florida Keys team.

Group Media Press Excursion (Canadawide) Estimate: $19,000 USD

Throughout the year, LMA will pitch and work with freelancers and writers that have a confirmed assignments to visit the Florida Keys.

The agency will select between 4 to six media members to take part in an annual Escape to the Keys Canadian group press trip, which will be considered for early 2025. The themed group trip will combine traditional print and online travel outlets from across Canada.

Finally, the agency will offer Canadian media for any available spots on future U.S. group press trips, with recommendations to be made according to the theme.

Influencer Generated Keys Social Sharing Experiences (Canadawide) Estimate: $10,000 USD

To raise social coverage within the Canadian market, the agency will select and sponsor key influencers for a personalized visit to share their Florida Keys experience through their lens in the form of video and/or image social posts. By using experienced influencers, this allows the Florida Keys to appeal to a digital savvy audience while also increasing the number of Canadian followers.

The expectation from the selected influencers will be to supply a combination of blog and social posts across a variety of channels over a specific period to highlight unique experiences. Where possible, posts will tag the Florida Keys social media accounts and link to the fla-keys.com or other designated web site.

The agency will recommend influencers from across Canada that have a strong engagement with followers and are willing to offer multi-channel coverage, such as Davey and Skylar with @DaveyandSky or Oksana and Max with @DrinkTeaTravel.

As the influencers are confirmed, a timeline schedule will be organized for all the posts so that there will be continuous awareness spread out. To further elevate the coverage and reach, the Florida Keys' social channel moderators can share and engage with the influencer-generated content as it is posted.

Further Individual Media Press Visit Support (Canadawide) Estimate: $6,000 USD

Understanding that certain media may be more interested in individual visits given editorial opportunities that arise throughout the year, the agency will support those freelancers and writers that have a confirmed assignment to feature the Florida Keys & Key West.

Depending on the story topic, customized itineraries will be organized in conjunction with VFK. The agency is aware that factors such as high-season visitation and annual events that draw large numbers of overnight visitors may limit availability.

Beyond individual press trips, the agency will also seek to include select Canadian media members for any open spots that may exist within future themed U.S. group press trips. Recommendations will be made according to the itinerary and theme.

Travel Media Association Media Marketplace Participation (Canadawide) Estimate: $3,000 USD

The agency will continue to represent the Florida Keys & Key West within various travel associations to ensure top of mind awareness and discover new editorial opportunities.

The following make up the four travel-focused associations within Canada: The Travel Media Association of Canada (TMAC), Canada's premiere and longest running association for travel media and industry experts; the Toronto Blogger Collective, a community of influencers focused out of Ontario; the Canadian Chapter of the Society of American Travel Writers; and the Ontario chapter of the global Toronto Travel Massive influencer group.

From time-to-time, each association will host networking events which the agency will actively participate in to connect with media and influencers.

Visit Florida Canadian Partner Media Program (Toronto) Estimate: $4,000 USD

Visit Florida continues to host in-market awareness events and LMA recommends partnering in this local media initiative as further details are tentative for September 2025. The Visit Florida events tend to be limited to select destination partners and will be based on the number of entrants.

The agency will share the latest developments and highlight any relevant Canadian connections to have a better chance of being selected as a participating partner.

East Coast Canada Media Awareness Missions (Nova Scotia) Estimate: $4,000 USD

Further to our November Toronto and Montreal Media Missions that were completed in late 2024, the agency will continue to host the successful media missions to meet with freelancers and outlets. The missions can take place in mid-2025.

The markets that the agency will focus on include the Halifax, Nova Scotia, which is the East Coast Canada airport hub for international connecting and represents over 7.5 million Canadians.

The media missions and one-on-one interviews will highlight what is new and upcoming while confirming future editorial features and press visit interest.

To help personalize the meeting and thank the media for their time, a Florida Keys & Key West giveaway bag containing promotional items and the latest newsletter will be distributed.

Further Editorial Pitching and News Releases Distribution (Canadawide)

To continue building media relationships, the agency will distribute Florida Keys related news releases and pitch editorial topics. Over the last year, several features were arranged by maintaining frequent media contact and offering story ideas.

Aside from the regular news releases, a seasonal What's New eBlast will also be shared, rounding up newsworthy developments from each of the Keys' five districts. For a particular news release that would require a wider media reach, a newswire distribution will be recommended.

To enhance the news release distributions, the agency will leverage the release topics to pitch exclusive interviews to media contacts. Where possible, imagery and video footage would be included.

Crisis Communications Support (Canadawide)

Should any situations arise, LMA will assist with executing local communications support to effectively manage any negative impact and share breaking news to mitigate the situation.

As part of the process, the agency will maintain constant communication with VFK to determine the best course of action through a phased plan that incorporates media alerts and interviews with key spokespeople to update media on the recovery process.

Industry Monitoring and Emerging Opportunities

As the Canadian market affiliate agency, LMA will provide any updates related to local travel trends, market reports and emerging partnership prospects.

As additional promotional opportunities arise, the agency will share the ideas with VFK and the Sales and Marketing team individually to confirm further interest.

Budget

Canada PR Expenses

Canada Agency Fee (May 1, 2025 to September 2025($5,000 per month))	$25,000
Television Show Segments	$26,000
Group Media Tour	$19,000
Influencer Generated Keys Only Shared Experiences	$10,000
Individual Press Trip Support	$6,000
Travel Media Association of Canada Conference and Media Marketplace	$3,000
Visit Florida Canadian Partner Program	$4,000
East Coast Canada Media Mission	$4,000
Subtotal for PR Canada	**$102,000**

Canada Trade Expenses

Canada Agency Fee (May 1, 2025 to September 2025)	$26,670
Travel Press Agent Webinar and Contest	$7,000
Travel Industry Today eNewsletter Takeover (2x)	$4,000
OpenJaw Program	$2,330
Subtotal for Trade Canada	**$35,000**

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: D2
2023-3884

BULK ITEM: Yes

DEPARTMENT: Tourist Development Council

TIME APPROXIMATE:
N/A

STAFF CONTACT: Ammie Machan

AGENDA ITEM WORDING: Approval of Ms. Kate Koler (sole applicant) as an "At Large" appointment to the TDC District III Advisory Committee. This is Commissioner Lincoln's appointment and Approval of waiver of standard of conduct provisions of F.S. 112.313 (3) and (7), as allowed under F.S. 112.313 (12) for advisory board members appointed by the Board of County Commissioners (BOCC).

ITEM BACKGROUND:
This position as advertised due to the end of term of Ms. Kate Koler.

Ms. Koler was the sole applicant for this position.

In accordance with F.S. 112.313(12), as the appointing body, the BOCC may waive potential conflicts under F.S. 112.313(3)(Doing Business with One's Agency) and (7) (Conflicting Employment or Contractual Relationship) for advisory board members. The Florida Commission on Ethics has created Form 4A- Disclosure of Business Transaction, Relationship or Interest, which is completed and attached and is allowed to be approved by the BOCC. Form 4A only needs to be completed once for the disclosing business transaction, relationship or interest. The advisory board member will abstain from voting on such matters and will continue to abstain from voting on such matters even with waivers granted by the BOCC.

A waiver for Kate Koler, a DAC III advisory board member, whose spouse who has a material interest in the Overseas Media Group, LLC contract for social media and webcam services with the County, is requested.

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

DAC III At Large Appointment - Kate Koler.pdf
Kate Koler Waiver.pdf

FINANCIAL IMPACT:

The Florida Keys & Key West come as you are®

MONROE COUNTY TOURIST DEVELOPMENT COUNCIL

DATE: April 1, 2025

TO: Christine Hurley, County Administrator

FROM: Sydney Schuhmacher, Administrative Assistant

RE: **DAC III 'AT LARGE' VACANCY**

Please bring forward the attached District III Advisory Committee "At Large" application to the April 2025 BOCC meeting.

This position was advertised due to the end of term of DAC III Member Ms. Kate Koler.

DISTRICT III - From the West End of the Seven Mile Bridge to the Long Key Bridge

"At Large" representative – Any resident who is not *directly* involved in a tourism business and who shall represent the general public and shall live or work within the tax collection district for which they are applying. (The operative word within this description is *directly*. This word means someone who is not in business nor whose business or economic activity are dependent upon tourists).

The applicant is:

- Ms. Kate Koler

Approval of one (1) applicant is requested.

If you should have any questions, please do not hesitate to contact our administrative office at 305-296-1552.

RECEIVED
MAR 28 2025
By

District III Advisory Committee Application

____ **LODGING INDUSTRY** – shall be an owner or operating/general manager of motels, hotels, recreational vehicle parks, or other tourist accommodations which are subject to bed tax in the tax collection district for which they are applying.

____ **TOURIST RELATED BUSINESS** – shall be a person involved in business which is interdependent upon the tourist industry who has demonstrated an interest in tourist development but who shall not be employed in any position in the lodging industry (motels, hotels, recreational vehicle parks, and other tourist accommodations) and whose business is in the tax collection business for which they are applying.

__X__ **AT LARGE** – Any resident who is not ***directly*** involved in a tourism business and who shall represent the general public and shall live or work within the tax collection district for which they are applying. (The operative word within this description is *directly*. This means no direct involvement by an applicant in a business or economic activity that is dependent upon tourism).

Name:	Katalin Koler
Business Name:	Sweet Savannahs of The Florida Keys
Business Address:	8919 Overseas Hwy
	Marathon fl 33050
Home Address:	10961 5th ave gulf
	Marathon Fl 33050
Business Phone:	305-743-3131
Cell Phone:	305-395-9844
***Email Address:**	Kate@sweetsavannahs.com

*All correspondence and meeting packets will be distributed electronically via email.

Current Employment:

Owner/Operator: Sweet Savannah's Bake Shop and Ice Cream Cafe

Employment History:

Served as General Manager of Cabana Breezes (currently Havana Jacks) from Dec 2004-August 2006. Then purchased the Keys Weekly Newspapers and served as office manager/ sales director from Aug 2006-Dec 2012.

Opened Sweet Savannah's in December, 2012 and currently President of the company.

Organizations/Membership Affiliation(s):

Domestic Abuse Shelter (former board member)

Greater Marathon Chamber of Commerce (former board member and past Chair)
Stanley Switlik PTO (past Chair)
DAC III (Current)
Leadership Monroe County Class 30

Brief Summary as to your qualifications to serve on this committee:

I have worked in the service industry my entire career including the past 18 years in the Florida Keys, so I feel like I have an understanding of the challenges facing our tourism industry. As the co-owner of the Keys Weekly Newspapers I recognize the important role our TDC and area DACs play in our community.

I have also served on numerous volunteer boards listed above and understand how these boards operate. Other qualifications include holding a vested interest in Marathon and the Middle Keys as the owner of multiple businesses. I feel like my connections in Marathon and across Monroe County would also serve me well.

I would like to continue to serve on DAC III.

Signature: Rafael D. Kolver

Date: 3.25.2025

Application to be received no later than 5:00 p.m. March 28, 2025.

Important:

Applicants will be notified by email that the application has been received by our office. If an applicant does not receive notification, it is their responsibility to contact the TDC office to confirm receipt within 2 business days of the deadline date.

FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

LAST NAME - FIRST NAME - MIDDLE INITIAL	OFFICE / POSITION HELD
Katlin, Koler katalin koler	Member - At Large
MAILING ADDRESS	AGENCY OR ADVISORY BOARD
8919 Overseas Highway	District Advisory Committee - DAC III
CITY / ZIP / COUNTY	ADDRESS OF AGENCY
Marathon 33050 Monroe	1201 White St. Suite 102 Key West, FL 33040

HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   (X) The spouse of the reporting person, whose name is Jason Koler; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   (X) Supplying the following realty, goods, and/or services: Social Media and Webcam Servcies.

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:
   Overseas Media Group, LLC.

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ( ) Employee; (X) Contractual relationship with the business entity; ( ) Other, please describe:

[CONTINUED ON REVERSE SIDE]

PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable.*

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

SIGNATURE

SIGNATURE	DATE SIGNED	DATE FILED
Kathleen D. Kater	04/07/2025	

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10.000.

[CONTINUED FROM FIRST SIDE]

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: D3
2023-3885

BULK ITEM: Yes

DEPARTMENT: Tourist Development Council

TIME APPROXIMATE:
No

STAFF CONTACT: Christine Limbert-Barrows

AGENDA ITEM WORDING: Approval to advertise a Public Hearing to consider adoption of an Ordinance to Amend Section 23-199 of the Monroe County Code to revise provisions to modify the submission date of the Tourist Development Council (TDC) Annual Report to be within 30 days after the completion of the County's Audited Financial Statements which occurs on or about March 31.

ITEM BACKGROUND:
Per Monroe County Code (MCC) Section 23-199(c)(2) an annual report shall be prepared by the Tourist Development Council (TDC) and submitted to the Board of County Commissioners (BOCC) and general public and media within 120 days from the close of the fiscal year. The County's audited financial statement are finalized with final year end information on or about March 31st upon the completion of the County's Annual Comprehensive Financial Report. The audited financial statements use to prepare the TDC annual report are not available until that time so in order to be able to accurately report on items in the TDC annual report, it is best to change the required date of submission from within 120 days after the close of the fiscal year to within 30 days after completion of the audited financial statements which occurs on or about March 31st.
This Ordinance proposes to revise Section 23-199(c)(2) to modify the language to change the submission date of the TDC Annual Report to within 30 days of March 31st.

PREVIOUS RELEVANT BOCC ACTION:
The BOCC enacted this section of the code in 1988 (Ord. No. 15-1988) § 1; It has been revised by the BOCC via approval of Ord. No. 3-1990, § 1; Ord. No. 45-1995, § 1; Ord. No. 50-1996, § 1; Ord. No. 38-1999, §§ 1—4; Ord. No. 052-2000, § 1; Ord. No. 019-2006, § 1; Ord. No. 009-2010, § 1; Ord. No. 006-2008, §§ 1—4; Ord. No. 001-2025, §

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Ordinance Revising Sec 23-199 to modify the date of submission of the TDC annual report 4 2025 .pdf
Business Impact Estimate 23-199 TDC Annual Report.docx

FINANCIAL IMPACT:
None.

ORDINANCE NO. _____-2025

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS (BOCC) OF MONROE COUNTY, FLORIDA, AMENDING SECTION 23-199 MONROE COUNTY TOURIST DEVELOPMENT COUNCIL (TDC) OF THE MONROE COUNTY CODE, TO REVISE PROVISIONS TO MODIFY THE SUBMISSION DATE OF THE TDC ANNUAL REPORT TO BE WITHIN 30 DAYS OF THE COMPLETION OF THE AUDITED FINANCIAL STATEMENTS WHICH OCCURS ON OR ABOUT MARCH 31ST; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCE INCONSISTENT HEREWITH; PROVIDING FOR INCORPORATION INTO THE MONROE COUNTY CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Per Monroe County Code (MCC) Section 23-199(c)(2) an annual report shall be prepared by the Tourist Development Council (TDC) and submitted to the Board of County Commissioners (BOCC) and general public and media within 120 days from the close of the fiscal year; and

WHEREAS, the County's audited financial statement are finalized with final year end information on or about March 31st upon the completion of the County's Annual Comprehensive Financial Report; and

WHEREAS, the audited financial statements use to prepare the TDC annual report are not available until that time so in order to be able to accurately report on items in the TDC annual report, it is best to change the required date of submission from within 120 days after the close of the fiscal year to within 30 days after completion of the audited financial statements which occurs on or about March 31st; and

WHEREAS, This Ordinance proposes to revise Section 23-199(c)(2) to modify the language as set forth below;

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

SECTION 1: Section 23-199(c)(2)- Monroe County Tourist Development Council shall be amended to read as follows (Note: ADDED LANGUAGE IS NOTED IN UNDERLINED TEXT AND DELETED LANGUAGE IS NOTED IN ~~STRIKETHROUGH TEXT~~):

(2) An annual report shall be prepared by the tourist development council and submitted to the board of county commissioners and general public and media within ~~120~~ 30 days from March 31st ~~the close of the fiscal year~~. The report shall include the following:

a. A report of all revenue by category separation;

b. A report of all expenditures by category separation;

c. Reservations and carry-overs by category required by law;

d. Reservations and carry-overs by category accumulated for specifically approved projects;

e. A comparison of current report year with immediate past fiscal year;

f. A listing of all events or projects funded by district; and

g. The ratio of administrative expenses to overall expenditures.

SECTION 2: SEVERABILITY. If any portion of this ordinance is for any reason held invalid or declared to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions of this ordinance. If this ordinance or any provision thereof shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect its applicability to any other person, property or circumstances.

SECTION 3: CONFLICT WITH OTHER ORDINANCES. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

SECTION 4: INCLUSION IN CODE OF ORDINANCES. The provisions of this ordinance shall be included and incorporated in the Code of Ordinances of the County of Monroe, Florida, as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

SECTION 5: TRANSMITTAL AND EFFECTIVE DATE. This Ordinance shall be filed with the Department of State and shall be effective as provided in section 125.66(2), Florida Statutes.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the ___ day of May 2025.

Mayor James K. Scholl, District 3 _____
Mayor Pro Tem Michelle Lincoln, District 2 _____
Commissioner Craig Cates, District 1 _____
Commissioner David Rice, District 4 _____
Commissioner Holly Merrill Raschein, District 5 _____

(SEAL)
Attest: KEVIN MADOK, Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
As Deputy Clerk

By: _____
Mayor

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
CHRISTINE LIMBERT-BARROWS
SR. ASSISTANT COUNTY ATTORNEY
DATE: 3/31/25

BUSINESS IMPACT ESTIMATE[1]

Meeting Date: May 21, 2025

Proposed Ordinance Title/Reference: Ordinance amending Section 23-199- Monroe County Tourist Development Council (TDC)

The Proposed Ordinance ☐ does ☒ does not fall under one of the following enumerated exceptions:[2]

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the county government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Summary of Proposed Ordinance and Statement of Public Purpose to be Served:

The ordinance is required to modify language to change the submission date for the TDC Annual Report to be 30 days after 3/31 which is the date the Annual Comprehensive Financial Report is completed..

Estimate of Direct Economic Impact on Private/For Profit Businesses:

a. Estimate of Direct Business Compliance Costs: none

b. New Charges/Fees on Businesses Impacted: none

c. Estimate of Regulatory Costs: none

Good Faith Estimate of Number of Businesses Likely Impacted: none

Any Additional Information: no

[1] Business impact statement must be posted on the county's website no later than the date the notice of proposed enactment is published.
[2] F.S. 125.66(3)(c)(2023)

D4

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: D4
2023-3895

BULK ITEM: Yes

DEPARTMENT: Tourist Development Council

TIME APPROXIMATE:
N/A

STAFF CONTACT: Ammie Machan

AGENDA ITEM WORDING: Approval of 1st Amendment to Agreement with Marathon Premier Sailfish Tournament, Inc. for the Marathon Premier Sailfish Tournament to correct a scriveners error in the expiration date.

ITEM BACKGROUND:
This amendment corrects a scrivener's error in the expiration date for the agreement from April 30, 2025 to June 30, 2025.

PREVIOUS RELEVANT BOCC ACTION:
BOCC approved original Agreement at their meeting of September 11, 2024

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
Amendment

GPJ 4/1/25 - no insurance required in original contract

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Marathon_Premier_Offshore.pdf
Marathon Premier Sailfish Tournament Original Contract 10.1.25 - 4.30.25.pdf

FINANCIAL IMPACT:
115-7522 $30,000

AMENDMENT (1st AMENDMENT) TO AGREEMENT

THIS AMENDMENT to Agreement dated this 27th day of MARCH 2025, is entered into by and between the Board of County Commissioners for Monroe County, on behalf of the Tourist Development Council, and **Marathon Premier Sailfish Tournament, Inc.,** a not for profit organized and operating under the laws of the state of Florida (Grantee).

WHEREAS, there was an Agreement entered into on September 11, 2024 between the parties, awarding $30,000 to Grantee for the **Marathon Premier Sailfish Tournament ("Event")** in April 2025; and

WHEREAS, it has become necessary to revise the termination date within the Agreement to June 30, 2025 to allow submission of invoices due to a scrivener's error within the original expiration date; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree to the amend Agreement as follows:

1. 3. Invoicing: Event Contractor agrees to submit all invoices and supporting documentation as required by the County Clerk's rules and policies no later than **June 30, 2025** unless the date of the event is amended upon written approval of the Fishing Advisory Committee and TDC Director. Event Contractor shall not be reimbursed nor will Event Contractor's vendors be paid directly for any invoices received by the County after **June 30, 2025** unless the date of the event is amended upon written approval of the Fishing Advisory Committee and TDC Director, and the County shall not be obligated to pay for any services provided by Event Contractor under this agreement if documentation as noted above is not received on or before this reimbursement deadline date by the TDC administrative office. To be eligible for reimbursement, the request for reimbursement and supporting documents (checks, invoices, credit card statements, bank statements, etc.) must show that the items were paid for directly by the same entity named on the agreement with the County. For clarification on reimbursements, please refer to the reimbursement packet provided to you upon execution of your funding agreement.

4. Expiration of Agreement: This agreement expires **June 30, 2025** and the County shall not be obligated to pay for any services provided by Event Contractor under this agreement if documentation as noted above is not received on or before this reimbursement deadline date by the TDC administrative office, unless the date of the event is amended upon written approval of the Fishing Advisory Committee and TDC Director.

4. Any reference to the date of April 30, 2025 shall be revised to read June 30, 2025.

3. The remaining provisions of the agreement dated September 11, 2024 shall remain in full force and effect.

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

(SEAL)
Attest: Kevin Madok, Clerk

Board of County Commissioners
of Monroe County

As Deputy Clerk

Mayor/Chairman

Marathon Premier Sailfish Tournament Inc

By Katie Lewis
President

KATIE LEWIS
Print Name

Date: 03/27/25

AND TWO WITNESSES

(1) _____

(1) Nicholas Yeager
Print Name

Date: 3-27-25

(2) _____

(2) Marty Lewis
Print Name

Date: 03/27/25

Kevin Madok, CPA

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

DATE: December 16, 2024

TO: Ammie Machan, Administrative Assistant
Tourist Development Council

FROM: Liz Yongue, D.C.

SUBJECT: September 11, 2024 BOCC Meeting/D2

Attached are electronic copies of the following Fishing Event Agreements for Fiscal Year 2025, totaling $611,077.00, for your handling:

Organization	Event	Date	Amount
Habitat For Humanity of The Middle Keys, Inc.	19th Annual Mother's Day Dolphin Tournament	May 2025	$20,000.00
Loren Rea	Cuda Bowl Fishing Tournament	February 2025	$7,000.00
Father's Day Dolphin Derby LLC	Father's Day Dolphin Derby	June 2025	$20,000.00
Holly Given Fund, Inc.	Fish For Holly Sailfish Tournament	January 2025	$20,000.00
Love Fund, Inc.	Florida Key PBA Dolphin Tournament	June 2025	$8,000.00
Islamorada Charterboat Association, Inc.	Florida Keys Gold Cup Sailfish Championship	December 2024-January 2025	$8,000.00
Islamorada Charterboat Association, Inc.	Islamorada Sailfish Tournament	December 2024	$20,000.00
Metro Media Marketing, Inc. d/b/a Ladies, Let's Go Fishing Inc.	Islamorada Woman's Sailfish Tournament IWST	January - February 2025	$4,000.00
University of Florida Alumni Association, Inc.	Key West Gator Club Dolphin Derby	June 2025	$20,000.00
Meat Mayhem Inc	Key West Kingfish Mayhem	January 2025	$50,000.00
Key West Marlin Tournament, Inc.	Key West Marlin Tournament	July 2025	$49,999.00
Key West Sailfish Tournament, Inc.	Key West Sailfish Tournament	April 2025	$48,000.00
Florida Keys Elks Lodge #1872, Inc.	Ladies Dolphin Tournament of the Florida Keys	June 2025	$8,000.00
Metro Media Marketing, Inc. d/b/a Ladies, Lets Go Fishing!	LLGF Fishing Fever a/k/a Ladies, Let's Go Fishing Fishing Fever	October 2024	$4,000.00

Metro Media Marketing, Inc. d/b/a Ladies, Let's Go Fishing!	LLGF Screamin' Reels a/k/a Ladies, Let's Go Fishing Screamin' Reels	May 2025	$4,000.00
Lower Keys Chamber of Commerce, Inc.	Lower Keys Chamber of Commerce 32nd Annual Dolphin Tournament	June 2025	$20,000.00
Marathon Offshore Bull & Cow Dolphin Tournament, Inc.	Marathon Offshore Bull & Cow Dolphin Tournament	May 2025	$50,000.00
Marathon Offshore Swordfish Tournament LLC	Marathon Offshore Swordfish Tournament	October 2024	$20,000.00
Marathon Premier Sailfish Tournament Inc	Marathon Premier Sailfish Tournament	April 2025	$30,000.00
Key West and Lower Keys Fishing Guides Association, Inc.	March Merkin	March 2025	$20,000.00
Nick Sheahan Scholarship Fund, Inc.	Nick Sheahan Dolphin Rodeo	May 2025	$22,578.00
Metro Media Marketing, Inc. d/b/a Ladies, Let's Go Fishing!	LLGF Fishing Fever a/k/a Ladies, Let's Go Fishing Fishing Fever	October 2025	$4,000.00
Skipper's Dolphin LLC	Skippers Dolphin Tournament	May - June 2025	$25,000.00
Jose Wejebe-Spanish Fly Memorial Foundation, Inc.	Spanish Fly Shark Tournament	April 2025	$20,000.00
Key West and Lower Keys Fishing Guides Association, Inc.	Sugarloaf Showdown	November 2024	$12,500.00
Florida Keys Fishing Guides Association Inc.	Swamp Guides Ball	February 2025	$10,000.00
Rotary Club of Key Largo Charitable Events, Inc.	Take Stock In Children Backcountry Challenge	September 2025	$25,000.00
David Breznicky	Tarponian Tournament	April - May 2025	$12,000.00
Southernmost Post No. 3911Veterans of Foreign Wars of the United States, Inc.	VFW Fishing Tournament	June 2025	$49,000.00

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

cc: County Attorney
Finance
File

FISHING EVENT FUNDING AGREEMENT

THIS Agreement is made and entered into by and between Monroe County, Florida, a political subdivision of the State of Florida (County), and **Marathon Premier Sailfish Tournament Inc** (Event Contractor) on this 11th day of September, 2024.

WHEREAS, the Fishing Advisory Committee (FAC) has recommended to the Monroe County Tourist Development Council (TDC), which has endorsed the recommendation, that certain monies be allocated for promotion of an event, which has as one of its main purposes the attraction of tourists, by Event Contractor; and

WHEREAS, Event Contractor has represented and agreed that it desires and is able to conduct the event; and

WHEREAS, the FAC recommends allocation of funds for the **Marathon Premier Sailfish Tournament** (Event) in **April 2025**.

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

1. Amount: County shall pay a sum not to exceed **$30,000** (Thirty Thousand Dollars – TDC District **III** Funding Allocation) effective **October 1, 2024** for promotion and related expenditures, as described in the event budget, attached hereto as Exhibit D, for production of the Marathon Premier Sailfish Tournament in April 2025. **Of this amount, at least 30% or $9,000 of the total allocated funds must be placed in advertising and production cost line item and be attributable to out of county placement. No amendments shall be made to the Budget as set forth in Exhibit D after approval of contract.** Payment will be made only after Event Contractor submits invoices and supporting documentation, in accordance with generally accepted accounting principles, acceptable to the County Clerk. The general non-allocated section of an event budget shall not exceed 15% of the total budget and may be utilized for unforeseen permissible expenditures and for those budget lines that may require additional funds. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Board of County Commissioners.

In a situation where the Event has to be postponed due to a named storm or hurricane for which the County orders a visitor and/or resident evacuation order, the Event Contractor shall have thirty (30) days to provide to the TDC administrative office notice of a new date for the Event and shall produce the re-scheduled Event within ninety (90) days of the original date of Event. The rescheduled date shall be authorized, in writing, by the TDC Director. If the Event Contractor is unable to reschedule the Event, the Event Contractor shall provide proof of the cancellation being caused by a named storm or hurricane, and a written statement as to why the Event cannot be rescheduled.

If the Event is cancelled or rescheduled due to a named storm or hurricane for which the County orders a visitor and/or resident evacuation order, the County shall pay for promotion or related expenditures of any combination of invoices for the original event date, and/or the rescheduled date up to the amount, but not to exceed the amount of funds allocated as described in the budget, attached hereto as Exhibit D.

2. Duties of Event Contractor: Event Contractor shall provide promotion and related services as described in the Schedule of Events, Exhibit C, attached hereto.

3. Invoicing: Event Contractor agrees to submit all invoices and supporting documentation as required by the County Clerk's rules and policies no later than **April 30, 2025** unless the date of the event is amended upon written approval of the Fishing Advisory Committee and TDC Director. Event Contractor shall not be reimbursed nor will Event Contractor's vendors be paid directly for any invoices received by the County after **April 30, 2025** unless the date of the event is amended upon written approval of the Fishing Advisory Committee and TDC Director, and the County shall not be obligated to pay for any services provided by Event Contractor under this agreement if documentation as noted above is not received on or before this reimbursement deadline date by the TDC administrative office. To be eligible for reimbursement, the request for reimbursement and supporting documents (checks, invoices, credit card statements, bank statements, etc.) must show that the items were paid for directly by the same entity named on the agreement with the County. For clarification on reimbursements, please refer to the reimbursement packet provided to you upon execution of your funding agreement.

4. Expiration of Agreement: This agreement expires **April 30, 2025** and the County shall not be obligated to pay for any services provided by Event Contractor under this agreement if documentation as noted above is not received on or before this reimbursement deadline date by the TDC administrative office, unless the date of the event is amended upon written approval of the Fishing Advisory Committee and TDC Director.

5. Reimbursement to County: Event Contractor shall reimburse County for any amount of funds expended by County in connection with an event which does not occur as a result of any act or omission by Event Contractor.

6. Media Rights: The TDC shall have the right under this agreement to broadcast or rebroadcast, for any purpose whatsoever, radio, television, sound, video or film production, and still photographs, paid by the TDC and County, and produced by the TDC agencies of record.

7. Indemnification and Hold Harmless: The Event Contractor covenants and agrees to indemnify and hold harmless and defend Monroe County, its officers, employees and agents including the TDC and 3406 North Roosevelt Boulevard Corporation d/b/a Visit Florida Keys from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the services provided by Event Contractor, or other activities and funding associated with this agreement, except those losses or damages caused by the negligent or wrongful act or omission of County or its agents.

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

9. Ethics Clause: The Event Contractors warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage,

gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of the provision, the Event Contractor agrees that the County shall have the right to terminate this agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

10. Claims and Venue: Event Contractor agrees to notify County immediately of any claims suits or action made against the Event Contractor that is related to the activity under this agreement and will cooperate with County in the investigation arising as a result of any action, suit or claim related to this agreement. Any legal proceedings arising out of this agreement shall be in accordance with the laws of the State of Florida in the 16th Judicial Circuit for Monroe County; venue shall be in Monroe County, Florida.

11. Severability: If any provision of this agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be affected thereby; and each provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

12. Governing Law/Venue: This agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of the agreement, the County and Event Contractor agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. This agreement shall not be subject to arbitration.

13. Accounting and Records: Event Contractor shall maintain records pursuant to generally accepted accounting principles for four (4) years after the event and shall permit County and its agents and employees' access to said records at reasonable times.

14. Termination of Agreement: This agreement shall terminate on **April 30, 2025**. Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the continuation of this agreement pursuant to the terms specified herein, this agreement may then be terminated immediately by the TDC administrative office providing written notice of termination delivered in person or by mail to Event Contractor. The Grantor may terminate this agreement without cause upon giving written notice of termination to Event Contractor. The Grantor shall not be obligated to pay for any services or goods provided by Event Contractor after Event Contractor has received written notice of termination.

County may terminate this agreement without cause by providing written notice via the TDC administrative office to Event Contractor, through its officer, agent or representative, no less than sixty (60) days prior to the event and may terminate for breach upon providing to Event Contractor, through its officer, agent or representative, written notice at least seven (7) days prior to the effective date of the termination. Notice is deemed received by Event Contractor when hand delivered, delivered by national courier with proof of delivery, or by U.S. mail upon verified receipt or upon the date of refusal or non-acceptance of delivery.

15. Public Entities Crimes: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity,

may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for category two for a period of 36 months from the date of being placed on the convicted vendor list.

16. **Logo**: **Logo Usage guidelines are attached to this contract as Exhibit B.** All promotional literature and display advertising must display the "Florida Keys & Key West Come As You Are" logo/trademark (**as per attached logo sample – Exhibit B**). This logo/trademark was adopted by the TDC and County in April 2010.

In-County Logo: The logo that includes the "Monroe County Tourist Development Council" designation is to be utilized on in-county print newspaper and magazine ads, brochures, postcards, pamphlets, programs, posters, banners (hanging and displayed outdoors) and digital advertising on websites, website links, pre-roll video, banners, mobile and email blasts. Radio commercials should include "Brought to you by The Monroe County Tourist Development Council". Electroinc Logos can be downlaoded from https://keysco-op.tinsley.com/logos/.

Out-of-County Logo: The logo that does NOT include the "Monroe County Tourist Development Council" designation is to be utilized in out-of-county newspapers and magazines, brochures, postcards, pamphlets, programs, posters and digital advertising on websites, website links, pre-roll video, social media promoted posts, banners, mobile and email blasts. Radio commercials should include "Brought to you by The Monroe County Tourist Development Council". Electronic Logos can be downlaoded from https://keysco-op.tinsley.com/logos/.

17. Permits: The Event Contractor will secure all required permits, licenses and shall pay all appropriate business taxes.

18. Assignment: The Event Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this agreement, or of any or all of its right, title or interest therein, or his or its power to execute such agreement to any person, company or corporation without prior written consent of the County.

19. Modification: The event name, time & date of the event and Schedule of Activities may be amended upon written approval of the Fishing Advisory Committee and TDC Director. Any changes to said contract other than stated above require approval by the Fishing Advisory Committee, TDC and the County.

20. Non Occurrence of Event: The Event Contractor shall give written notice to the TDC if it is found necessary to cancel an event. The notice shall contain the reason for the cancellation. If the event does not take place for any reason under control of Event Contractor, then Event Contractor agrees to refund to the County any amounts already paid to them under this agreement and relieve the County from any further payments.

21. Force Majeure: The Event Contractor shall not be liable for delay in performance or failure to perform in whole or in part, the services due to the occurrence of any contingency beyond its control or the control of any of its subcontractors or suppliers, including labor dispute, strike, labor shortage, war or act of war whether an actual declaration thereof if made or not, insurrection, sabotage, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, accident, fire, explosion, storm, flood, drought or other act of God, act of any governmental authority, jurisdictional action, or insufficient supply

of fuel, electricity, or materials or supplies, or technical failure where the Event Contractor has exercised reasonable care in the prevention or mitigation of damages and delay, any such delay or failure shall not constitute a breach of the agreement. Upon demand of TDC or County, the Event Contractor must furnish evidence of the causes of such delay or failure. County shall not pay for any services or activities, promotional or otherwise, connected with an event produced after the date(s) described in paragraph 1.

22. Laws and Regulations: Any and all services, materials and equipment shall comply fully with all Local, State and Federal laws and regulations.

23. Taxes: The County and TDC are exempt from Federal Excise and State of Florida Sales Tax, but this in no way exempts the Event Contractor from applicable Federal and State taxes.

24. Finance Charges: The County and TDC will not reimburse, pay or be responsible for any finance charges.

25. Relation of County/TDC: It is the intent of the parties hereto that the Event Contractor shall be legally considered as an independent contractor and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the County and TDC, and the County and TDC shall at no time be legally responsible for any negligence on the part of said Event Contractor, its employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm or corporation.

26. Disclosure: The Event Contractor shall be required to list any or all potential conflicts of interest, as defined by Florida Statutes Chapter 112 and Monroe County Code. The Event Contractor shall disclose to the County and TDC all actual or proposed conflicts of interest, financial or otherwise, direct or indirect, involving any client's interest which may conflict with the interest of the County and TDC.

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

national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

28. Security Protection: The Event Contractor agrees to provide adequate security for the event. No TDC funds will be used for this purpose.

29. Authority: Each of the signatories for the Event Contractor below certifies and warrants that: a) the Event Contractor's name in the agreement is the full name of the person or corporation as designated in its corporate charter, and b) they are empowered to act and execute the agreement for the Event Contractor and c) this agreement has been approved by the Event Contractor's governing board, as applicable to corporations or other appropriate authority.

30. Miscellaneous: As used herein, the terms "contract" and "agreement" shall be read interchangeably.

31. Breach and Penalties: The parties agree to full performance of the covenants contained in this agreement, and the County reserves the right at its discretion, provided such breach is material, to terminate this agreement for any misfeasance, malfeasance, or nonperformance of the agreement terms or negligent performance of the agreement terms by the Event Contractor.

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

For Event Contractor: Katie Lewis
Marathon Premier Sailfish Tournament Inc
1710 Coco Plum Drive
Marathon, FL 33050

For Grantor: Maxine Pacini
Monroe County Tourist Development Council
1201 White Street, Suite 102
Key West, FL 33040

And

Christine Limbert-Barrows, Asst. County Attorney
P.O. Box 1026
Key West, FL 33041-1026

33. COUNTY FORMS**:** By signing this Agreement, GRANTEE has sworn or affirmed to the following requirements as set forth in the Ethics Statement and Non-Collusion Affidavit as set forth in more detail in this Agreement.

a) Ethics Clause**:** By signing this Agreement, the GRANTEE warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or

employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

b) Non Collusion Affidavit: GRANTEE by signing this Agreement, according to law on my oath, and under penalty of perjury, depose and say that the person signing on behalf of the firm of GRANTEE, the bidder making the Proposal for the project described in the Scope of Work and that I executed the said proposal with full authority to do so; the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition; the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

34. Entire Agreement: The parties agree that the agreement above constitutes the entire agreement between the County and Event Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

(SEAL)
Attest: Kevin Madok, Clerk

As Deputy Clerk

Board of County Commissioners
of Monroe County

Mayor/Chairman

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
CHRISTINE LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
DATE: 11/13/24

Marathon Premier Sailfish Tournament Inc

By
President

KATIE LEMS
Print Name

Date: 06/27/24

AND TWO WITNESSES

(1)

Print Name: Sarah Collier

Date: 6/27/24

(2)

Print Name: Marty Lewis

Date: 06/27/24

FILED FOR RECORD
2024 DEC 16 AM 11:26
CLK. CIR. CT.
MONROE COUNTY, FLA.

Event Name: Marathon Premier Sailfish Tournament
Fishing Event Funding FY 2025
Contract ID#: 3206

EXHIBIT A

Acceptable Event Marketing Expenses for Fishing Events

Within the Fishing events funding category, the allocation received by the event contractor must be spent on the list of items that have been approved. Only the TDC expenses listed below may be included in the proposed budget. At least 30% of total funding allocation must be placed within the Media Placement and Production Cost line item to be utilized as Out of County advertising. The following are the only acceptable expenses:

Media Placement & Production Costs: Newspapers and magazines (inserts will also be considered), radio and TV. The TDC will pay for the following digital advertising on websites, website links, pre-roll video, banners, mobile, social media promoted posts, and email blasts. Digital advertising links may go to the event website. The TDC Logo must be placed on all print, TV, websites, pre-roll video, social media promoted posts, banners and email blasts. Radio advertising does not require the logo but all radio announcements must say "Brought to you by the Monroe County Tourist Development Council". No payment will be made for development or operations (hosting) of websites. At least 30% of total funding allocation must be placed within the Media Placement and Production Cost line item and shall be expended on advertising media cost attributable to out of county placement.

Promotional Signs: Posters and banners (hanging and displayed outdoors).

Promotional Items: T-shirts and hats*, trophies (Fishing Tournaments Only).

***Sales/Resale of TDC funded items:** Items funded by the BOCC/TDC, including creative and resulting work product, in accordance with Florida Public Records Law, are owned by the BOCC/TDC and as such may not be sold.

Direct Mail Promotions: Brochures, postcards and pamphlets including postage and shipping. This is a direct mail promotional brochure, postcard or pamphlet utilized for pre-event advertising.

Programs: TDC will pay up to fifty percent (50%) for the cost of production or printing of an event program showing scheduled activities and information on the event as outlined in contract budget. Digital Programs: TDC will pay up to fifty percent (50%) of the production only (no click through costs) for digital programs showing scheduled activities and information as outlined in the contract and contract budget. TDC will pay for print or digital programs, but not both.

Public Relations (PR): Print and electronic public relations materials for distribution to media, such as, but not limited to, press releases, public service announcements, photography and videography **as approved** by the public relations agency of record. Only permissible PR material produced by the TDC agency of record and/or a professional public relations agency shall be acceptable.

In-House Production: In-house production of any permissible expenditure will not be considered for reimbursement.

Trophies: Framed art work, framed photography, engraved crystal and glass, plaques, trophies, sculptures (fiberglass, metal, glass & wood) and framed certificates shall constitute a trophy. All such trophies must include the appropriate information as outlined in the policies (tournament name, date (year), and location). For trophy reimbursement, Tournament Directors must present the original invoice of the trophies, a notarized list of winners of the event, and a notarized list of the plates and/or glass etching from the engraving company.

Amendments to Contract Budgets: No amendments to the line item budget will be permitted after the contract has been reviewed and approved.

Event Name: Marathon Premier Sailfish Tournament
Fishing Event Funding FY 2025
Contract ID#: 3206

EXHIBIT B

Logo/Acknowledgement Usage Guidelines For Fishing Events

Color ads four (4) color processing printing
Black & white ads shall include the Florida Keys and Key West logo in high resolution
Use on all printed material as listed under the Acceptable Event Marketing Expenses list
TV: logo must appear at the conclusion of commercial
Hats and t-shirts: must carry the "The Florida Keys & Key West" Out-of-County logo

Radio Advertising: No logo is required. All radio announcements must say "Brought to you by the Monroe County Tourist Development Council"

Trophies: Logos are not required on trophies.

In-County Logo
The logo below indicating the "Monroe County Tourist Development Council" designation is to be utilized on in-county print newspaper and magazine ads, brochures, postcards, pamphlets, programs, posters, banners (hanging and displayed outdoors), and digital advertising on websites, website links, pre roll video, banners, mobile and email blasts. Radio commercials should include "Brought to you by The Monroe County Tourist Development Council". Electroinc Logos can be downloaded from https://keysco-op.tinsley.com/logos/.

The Florida Keys & Key West come as you are®
MONROE COUNTY TOURIST DEVELOPMENT COUNCIL

Out-of-County Logo
The logo below that does NOT include the "Monroe County Tourist Development Council" designation is to be utilized in out-of-county newspapers and magazines, brochures, postcards, pamphlets, programs, posters and digital advertising on websites, website links, pre roll video, social media promoted posts, banners, mobile and email blasts. Radio commercials should include "Brought to you by The Monroe County Tourist Development Council". Electroinc Logos can be downloaded from https://keysco-op.tinsley.com/logos/.

The Florida Keys & Key West come as you are®

Event Name: Marathon Premier Sailfish Tournament
Fishing Event Funding FY 2025
Contract ID#: 3206

Exhibit C

SCHEDULE OF EVENTS

This will become part of your approved contract

TOURNAMENT SCHEDULE OF EVENTS
FISCAL YEAR 2025

Marathon Premier Sailfish Tournament

PRINT OFFICIAL TOURNAMENT NAME

Day 1 __:__ AM LINES IN WATER
__:__ PM LINES OUT OF WATER
__:__ PM EVENING EVENT
__:__ PM WEIGH-IN OVER
04:00 PM KICK-OFF EVENT:

Day 2 08:00 AM LINES IN WATER
04:00 PM LINES OUT OF WATER
__:__ PM EVENING EVENT
__:__ PM WEIGH-IN OVER
__:__ PM OTHER EVENT:

Day 3 08:00 AM LINES IN WATER
03:00 PM LINES OUT OF WATER
06:30 PM EVENING EVENT
__:__ PM WEIGH-IN OVER
__:__ PM OTHER EVENT:

Day 4 __:__ AM LINES IN WATER
__:__ PM LINES OUT OF WATER
__:__ PM EVENING EVENT
__:__ PM WEIGH-IN OVER
__:__ PM OTHER EVENT:

Below describe any activities, not outlined above, that will take place during your event that will draw overnight out of county visitors (examples: Welcome/Kick-off Party, Awards Ceremony, Dinner Events, etc.). These activities will become a part of your final contract:

Example:
Day 1 – Welcome Party
Day 3 – Awards Ceremony

Day 1 is the Kick Off Meeting/Welcome Party

Day 2 is the official first day of tournament fishing

Day 3 is the second day of tournament fishing. That evening we will celebrate the winning teams and overall tournament success at an awards banquet from 6:30p-9:30pm.

EXHIBIT D

FISHING UMBRELLA EVENT BUDGET - FISCAL YEAR 2025

APPLICANT IS ADVISED PRIOR TO COMPLETING THIS BUDGET TO REFER TO THE FUNDING APPLICATION SHOWING THE ALLOWABLE MARKETING EXPENSES THAT WILL BE CONSIDERED FOR REIMBURSEMENT

THERE WILL BE NO AMENDMENTS TO THIS BUDGET (EXHIBIT D) AFTER BOCC APPROVAL OF AGREEMENT

Marathon Premier Sailfish Tournament

OFFICIAL TOURNAMENT NAME

*MEDIA PLACEMENT & PRODUCTION COST:	$10,000
PROMOTIONAL SIGNS:	$1,500
PROMOTIONAL ITEMS:	$5,000
DIRECT MAIL PROMOTIONS:	
PROGRAMS:	$500
PUBLIC RELATIONS:	
**TROPHIES:	$8,500
***GENERAL NON-ALLOCATED:	$4,500
TOTAL	$30,000

* At least 30% of total funding allocation must be placed in the Media Placement & Production Cost line item and be utilized for out of County advertising

**Tournaments may not place more than 30% of their total funding allocation in the Trophy line item, except when special approval from Fishing Advisory Committee has been received.

***The General Non-Allocated line item should not exceed 15% of the total funding allocation, and may only be utilized for acceptable event marketing expenses (see Exhibit A of Application).

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Entity/Vendor Name: Marathon Premier Sailfish Tournament
Vendor FEIN: 86-3033634
Vendor's Authorized Representative: Katie Lewis, Founder/President
(Name and Title)
Address: 1710 Coco Plum Drive
City: Marathon State: Florida Zip: 33050
Phone Number: 305-902-7537
Email Address: Katie@marathonsailfish.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify under penalties of perjury that Vendor does not use coercion for labor or services in accordance with Section 787.06. Additionally, Vendor has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

Certified By: Katie Lewis, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: Katie Lewis
Print Name: Katie Lewis
Title: Founder/President

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: D5
2023-3897

BULK ITEM: Yes

DEPARTMENT: Tourist Development Council

TIME APPROXIMATE:
N/A

STAFF CONTACT: Ammie Machan

AGENDA ITEM WORDING: Approval to register and attend 3 additional travel/trade shows not previously approved in the TDC FY 2025 Marketing Plan. The estimated cost for participation in each show is set forth in the attached memo.

ITEM BACKGROUND:
As a part of Visit Florida Key's continued sales efforts to promote tourism to the destination, approval is requested for the following travel/trade shows that were not previously included in the FY 2025 Marketing Plan. The funds are available within the FY 2025 budget for these shows.

Show Name: Signature Travel Network Ft Lauderdale Regional
Show Location: Ft Lauderdale, FL
Show Date: Jun 17-18, 2025
Registration Cost: $4,000
Additional Information: This opportunity will fulfill our obligation with Signature Travel Network to maintain our “Preferred Destination Status”

Show Name: Destination Southeast
Show Location: West Palm Beach, FL
Show Date: Aug 3-5, 2025
Registration Cost: Approximately $2,500 for travel
Additional Information: Registration for this show will be paid by utilizing a credit from a previous show. The only cost to attend would be travel expenses.

Show Name: Delta Vacations University
Show Location: Atlanta, GA
Show Date: September 13-15, 2025
Registration Cost: $10,000 registration and approximately $2,500 for travel

Pending TDC approval at the April 10, 2025 meeting

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Additional TravelTrade Shows.pdf

FINANCIAL IMPACT:
Spend Category- 00066
Cost Center- 76066

DATE:	March 28, 2025
To:	Monroe County BOCC
FROM:	Liana Pyne – Director of Sales Domestic Markets
RE:	**Consideration and Action re: Consideration and Action re: Approval of Additional Travel/Trade Shows Not Previously Approved in the FY 2025 Marketing Plan**

As a part of Visit Florida Keys's continued sales efforts to promote tourism to the destination, approval is requested for the following travel/trade shows that were not previously included in the FY 2025 Marketing Plan. The funds are available within the FY 2025 budget for these shows.

Show Name: Signature Travel Network Ft Lauderdale Regional
Show Location: Ft Lauderdale, FL
Show Date: Jun 17-18, 2025
Registration Cost: $4,000
Additional Information: This opportunity will fulfill our obligation with Signature Travel Network to maintain our "Preferred Destination Status"

Show Name: Destination Southeast
Show Location: West Plam Beach, FL
Show Date: Aug 3-5, 2025
Registration Cost: Approximately $2,500 for travel
Additional Information: Registration for this show will be paid by utilizing a credit from a previous show. The only cost to attend would be travel expenses.

Show Name: Delta Vacations University
Show Location: Atlanta, GA
Show Date: September 13-15, 2025
Registration Cost: $10,000 registration and approximately $2,500 for travel

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: D6
2023-3904

BULK ITEM: Yes

DEPARTMENT: Tourist Development Council

TIME APPROXIMATE:
N/A

STAFF CONTACT: Jeanne Quinn/Ammie Machan

AGENDA ITEM WORDING: Approval of 1st Amendment to Agreement with MMGY Global, Inc. to revise the Agreement to include Exhibit C Additional Scope of Services and Exhibit D Additional Compensation to allow for the Contractor to retain the TDC website and email marketing functionality while the new website and technology solutions are being built.

ITEM BACKGROUND:
This Amendment to the Agreement is needed to ensure continued use and functionality of the Fla-Key.com website until the new website is developed.

Pending TDC approval at their April 10, 2025 meeting.

This is a draft version of the amendment. The final amendment will be attached prior to publication of the agenda.

PREVIOUS RELEVANT BOCC ACTION:
BOCC approved original agreement at their meting of February 19, 2025.

INSURANCE REQUIRED:
Yes

CONTRACT/AGREEMENT CHANGES:
Amendment to Add additional scope and compensation

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Draft MMGY 1st Amendment.pdf
MMGY - COI.pdf

FINANCIAL IMPACT:
116-76078-00041 $141,813 (cost of Amendment)

AMENDMENT (1st AMENDMENT) TO AGREEMENT

THIS AMENDMENT to Agreement dated this_____day of _____2025, is entered into by and between the Board of County Commissioners for Monroe County, on behalf of the Tourist Development Council, and **MMGY Global, Inc., (**hereinafter called the Contractor.)

WHEREAS, there was an Agreement entered into on February 11, 2025 between the parties, for Contractor to provide website development services which include consulting advice relating to the Tourist Development Council (TDC) marketing and promotion of tourism; and

WHEREAS, it has become necessary to revise the Agreement to include Exhibit C Additional Scope of Services and Exhibit D Additional Compensation to allow for the Contractor to retain the TDC website and email marketing functionality while the new website and technology solutions are being built; and

WHEREAS, these services were not initially complemented in the original scope of services as it was anticipated that the previous Website Agency would continue to perform these services during the transition period but they did not agree to an extension to these services are now needed to ensure that Fla-Keys.com website remains active and to ensure the continued promotion and marketing of the Florida Keys & Key West;

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree to the amend Agreement as follows:

1. The agreement shall be amended to include Exhibit C – Additional Scope of Services and Exhibit D – Additional Compensation attached hereto which provides for Domain Registrar Transfer & Site Scaping in the amount of $6,093, Webhosting Fees & Initial Set Up in the amount of $31,320, Website Maintenance & Continuous Improvement in the amount of $26,400 and Email Marketing and Automation Program in the amount of $78,000.

2. The remaining provisions of the agreement dated February 19, 2025, shall remain in full force and effect.

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

(SEAL)
Attest: Kevin Madok, Clerk

Board of County Commissioners
of Monroe County

_____ _____

As Deputy Clerk Mayor/Chairman

MMGY Global, Inc.

By_____
President

_____
Print Name

Date: _____

AND TWO WITNESSES

(1)_____ (2)_____

(1)_____ (2)_____
Print Name **Print Name**

Date: _____ **Date:** _____

Exhibit C – Additional Scope of Services

Email Marketing and Automation Program

Description of Work

MMGY will provide email marketing services for Monroe County (Client) for a period of six months from April 2025 through September 2025.

Scope of Work

MMGY will be responsible for providing the following services:

Email Strategy

- Providing strategic recommendations and oversight of email programs outlined below:

Monthly Email Deployments

- Design, copywriting and coding of modular email template
- Design, content, and coding for emails for a total of four (4) email deployments per month

Quality Assurance Testing

- All emails to receive quality assurance testing using Litmus or Email on Acid for:
  - Rendering
  - Links and functionality
  - Content and layout
  - Deliverability
  - Accessibility

Performance Reporting

- Monthly performance reporting on:
  - Monthly newsletter
  - Partner email
  - Ad hoc emails

Client Responsibilities

Monroe County, Florida will be responsible for:

1. Provide all owned or licensed creative assets (logo, photos, videos, etc.)
2. Timely feedback and approval on email content and test deployments

Website Maintenance and Continuous Improvement

Description of Work

MMGY will provide website maintenance support and continuous improvement for fla-keys.com from April 1, 2025 through September 30, 2025. During this time the following duties will be completed:

DEFINITION OF MAINTENANCE SUPPORT SERVICES

SERVICES INCLUSIVE OF SUPPORT FEE

CLIENT WEBSITE

The services and pricing provided in this proposal are specific to the following website:
https://fla-keys.com

STANDARD MAINTENANCE

Website maintenance is intended to be allocated for the ongoing care and support of the website base code, features and functionality. For any task that does not fit within the designated support hours for the month, MMGY will provide a written project estimate and will require client approval before proceeding.

Examples of support items that will be included in this scope of work:

- Bug fixes
- Monitoring and addressing site performance
- Updates to links
- Updates to copy
- CMS updates
- Addressing 404 page errors
- Communicating emergency information
- Supporting existing third-party integrations

WEBSITE CONTINUOUS IMPROVEMENT

Website feature requests and/or functional enhancements made by Client will be estimated by MMGY for time to complete work, timing to implement changes and cost. Client will have the opportunity to review and approve project estimates prior to work being completed and billed.

Examples of feature requests:

- Design and development of new page types
- Design and development of new content modules
- Modifications of existing page types
- Modifications of existing modules
- Modifications of CMS
- Addition of any new third-party integrations
- Addition of any new features and/or functionality

If Client requests work outside of an approved website feature project estimate or work that is caused, either in whole or in part, by Client or a third party and requires MMGY support, Client will be provided a written project estimate for approval prior to any overage work being completed.

MMGY assumes no responsibility for problems resulting from client or third party changes to the original code base not implemented by MMGY development team. Any work to repair client or third party changes to the original code base will be considered a non-support request and will follow definitions of services provided below.

Hours are 'use it or lose it' within the timing of the agreement.

Here are examples of tasks that support hours are used for:

- Meeting Time
- Emails
- Task Updates
- Development
- Content Work
- Monthly Reporting

Hours will be billable in 15-minute increments. Support items are performed during normal business hours (9:00am – 6:00pm Eastern Standard Time / 8:00am – 5pm Central Time / 6:00 am – 3pm Pacific Time, Monday through Friday).

DEFINITION OF NON-SUPPORT

SERVICES NON-SUPPORT REQUESTS

AND OVERAGES

Out of scope work shall be billed the rate of $165 per hour for any project management, creative, development, quality assurance and system administrator hours outside of the monthly support retainer during normal business hours (9:00am – 6:00pm Eastern Standard Time / 8:00am – 5pm Central Time / 6:00 am – 3pm Pacific Time, Monday through Friday). Billable in 15-minute increments. Out of scope support required outside of normal business hours will be billed at $200 per hour. Client will approve all additional support charges via a separate project estimate.

EXPEDITED WEB SUPPORT

Web support requiring expedited service and timelines will incur a 25% rush fee based on the estimated value of the maintenance costs. The rush fee will be billed incrementally regardless of whether the expedited maintenance work was in or out

of scope. This excludes work required to restore the site during an outage.

WEBSITE OUTAGES AND EMERGENCY SUPPORT

OUTAGES DURING NORMAL BUSINESS HOURS

A website outage is defined as the website being inaccessible or offline. In the event that an outage is caused, either in whole or in part, by Client or a third party and requires support during regular business hours (9am – 6pm Eastern Standard Time / 8am – 5pm Central Time / 6am – 3pm Pacific Time, Monday through Friday), Client will be billed at an hourly rate of $175 per hour, billable in 30-minute increments with a one hour minimum.

Emergency support during normal business hours is considered outside of website support and will be billed incrementally to the monthly website support fee.

MMGY will move quickly to address any outages during normal business hours that may occur, but cannot guarantee website uptime or the speed and timing by which the website may be restored.

OUTAGES OUTSIDE OF NORMAL BUSINESS HOURS

In the event that an outage is caused, either in whole or in part, by Client or a third party and requires support after regular business hours (9am – 6pm Eastern Standard Time / 8am – 5pm Central Time / 6am – 3pm Pacific Time, Monday through Friday), Client will be billed at an hourly rate of $200 per hour, billable in 30-minute increments with a one hour minimum.

To minimize any down time during an after hours outage or error, this agreement provides for up to five (5) hours of support time that does not require specific client approval and will be billed based on actual hours of support. For any emergency support that requires more than five (5) hours of development time, MMGY will provide a written project estimate and will require Client approval before proceeding. In the event that MMGY is unable to secure written approval for additional development support, MMGY assumes no responsibility for extended outages or errors. In the event that it is determined that the solution to restore the website must be executed by the Client or third party, MMGY time invested in researching and diagnosing the problem is billable.

Emergency after hours support is considered outside of monthly website support and will be billed incrementally to the monthly website support fee.

MMGY will move quickly to address any outages outside normal business hours that may occur, but cannot guarantee website uptime or the speed and timing by which the website may be restored.

Issue Priority Definitions:

Priority	Issue Type
P1	Site or application outage (Complete disruption of access, service or functionality)
P2	Production application issue (partial disruption of access, service or functionality)
P3	Post-production deployment regression defects and minor issues (Not P1 or P2 priority)

CLIENT RESPONSIBILITIES

For the purposes of MMGY the above services, Client agrees to provide MMGY with access to its website and email marketing platforms and clearly communicate website maintenance and feature requests. Additionally, it is the expectation of MMGY that Client will attend scheduled meetings, provide timely feedback and approvals in order to efficiently address needs across all channels.

COMMUNICATIONS

Client will communicate all support requests via email or Jira Service Management (JSM), and MMGY will keep a backlog of items that can be utilized for managing monthly hours allocations.

TIMELINE

April 1, 2025 through September 30, 2025 at which point evaluation of needs for the existing website will be conducted based on the progress of the new website build.

Web Site Transition: Domain Registrar Transfer + Site Scraping

DESCRIPTION OF WORK

This estimate covers the site scraping of fla-keys.com and filmkeys.com as well as the domain registrar transfer for 27 web pages. Time includes account management, delivery support and marketing technology services. Fee also includes the hard costs for the domain registration transfer.

Website Hosting Annual Fee + Initial Set Up

DESCRIPTION OF WORK

This estimate covers the initial set up and transfer of hosting to Pantheon for the Visit Florida Keys websites. The annual hosting services through Pantheon for one calendar year.

Exhibit D – Compensation

Email Marketing and Automation Program

PROGRAM INVESTMENT

EMAIL MARKETING SERVICES	
Email Strategy & Onboarding	**$4,950**
Template Design, Development, Platform Integration & Training	**$10,830**
Platform Vetting & Migration Migration of email contact list and deployment to new vendor (does not include software costs)	**$6,600**
Email Program Management Design, copywriting, coding, Q&A and deployment of email program	**$43,200**
Email Service Provider (ESP) Software Platform Klaviyo – 150,000 contacts for email only	**$12,420**
Consolidated Monthly Email Program Reporting	**INCLUDED**
PROGRAM TOTAL (6 MONTHS)	**$78,000**

INVOICING SCHEDULE

MONTH	SERVICE PROVIDED	INVOICE TOTAL
April 2025	Email Strategy &Onboarding	$4,950
	Platform Vetting & Migration	$6,600

	Template Design, Development, Platform Integration & Training	$10,830
	Email Program Management	$7,200
	ESP Software Platform	$2,070
May 2025	Email Program Management	$7,200
	ESP Software Platform	$2,070
June 2025	Email Program Management	$7,200
	ESP Software Platform	$2,070
July 2025	Email Program Management	$7,200
	ESP Software Platform	$2,070
August 2025	Email Program Management	$7,200
	ESP Software Platform	$2,070
September 2025	Email Program Management	$7,200
	ESP Software Platform	$2,070

Website Maintenance and Continuous Improvement

COST

WEBSITE SUPPORT & FEATURE REQUESTS	
SERVICE	**COST**
Website Support Onboarding & Events Page Solution	$6,600/one-time cost
6 Months of Website Support (160 hours total) Maintenance and continuous improvement monthly for existing fla-keys.com website	$19,800/actual hours can be billed monthly
TOTAL	**$26,400**

Invoicing Schedule:

Agency fees shall be invoiced as below and shall be due and payable upon receipt of invoice from Agency.

WEB SUPPORT INVOICING DATE	WEB SUPPORT INVOICE TOTAL
April 2025	$9,900
May 2025	$3,300
June 2025	$3,300
July 2025	$3,300
August 2025	$3,300
September 2025	$3,300
TOTAL	**$26,400**

Web Site Transition: Domain Registrar Transfer + Site Scraping

ESTIMATE INCLUDES

MMGY Support Time	$5,693.00
Domain Registration Fee Hard Cost	$400.00

ESTIMATE TOTAL: **$6,093.00**

Website Hosting Annual Fee + Initial Set Up

ESTIMATE INCLUDES

MMGY Support Time	$1,320.00
Pantheon Hosting Annual Fee (to be billed monthly at $2,500)	$30,000.00

ESTIMATE TOTAL: **$31,320.00**

CERTIFICATE OF LIABILITY INSURANCE

9/25/2025

DATE (MM/DD/YYYY) 2/4/2025

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

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

PRODUCER Lockton Companies, LLC 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1541180 MMGY GLOBAL, LLC 7309 W. 80TH, SUITE 400 OVERLAND PARK KS 66204	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** American Casualty Company of Reading, PA — 20427 **INSURER B :** The Continental Insurance Company — 35289 **INSURER C :** Valley Forge Insurance Company — 20508 **INSURER D :** AXIS Insurance Company — 37273 **INSURER E :** Transportation Insurance Company — 20494 **INSURER F :** Federal Insurance Company — 20281

COVERAGES **CERTIFICATE NUMBER:** 21381505 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	Y	N	7094373023	9/25/2024	9/25/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	N	7094372809	9/25/2024	9/25/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	Y	N	7094375600	9/25/2024	9/25/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $ XXXXXXX
C E	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	7094373636 7094374074	9/25/2024 9/25/2024	9/25/2025 9/25/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	CYBER/E&O/MEDIA	N	N	P-001-000221115-06	9/25/2024	9/25/2025	$5M LIMIT/$50K 0R 100K SIR	
F	CRIME			J06461293	10/26/2024	9/25/2025	$2M LIMIT/$15K SIR	

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

THE MONROE COUNTY BOCC IS NAMED AS ADDITIONAL INSURED AS RESPECTS TO LIABILITY COVERAGES CAUSED, IN WHOLE OR IN PART, BY THE ACTIVITIES PERFORMED BY OR ON BEHALF OF THE NAMED INSURED WHERE ALLOWED BY LAW AND AS REQUIRED BY WRITTEN AGREEMENT, SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS.

APPROVED BY RISK MANAGEMENT
BY
DATE 2.20.25
WAIVER N/A X YES

CERTIFICATE HOLDER

21381505
THE MONROE COUNTY BOCC
1100 SIMONTON STREET
KEY WEST FL 33040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: D7
2023-3890

BULK ITEM: Yes

DEPARTMENT: Tourist Development Council

TIME APPROXIMATE:
N/A

STAFF CONTACT: Ammie Machan/Jeanne Quinn

AGENDA ITEM WORDING: Approval to purchase domain names from Key Lime Sailing Club & Cottages in an amount not to exceed $50,000.

ITEM BACKGROUND:
The TDC at their October 2024 meeting and the BOCC at their November 2024 meeting authorized President & CEO Kara Franker to oversee the transition of Website and Digital Services Plan including the procurement of domain names as needed.

VFK approved the expenditure at their meeting of February 5, 2025.

PREVIOUS RELEVANT BOCC ACTION:
The BOCC at its November 2024 previously authorized for the President & CEO of VFK to procure domain names as needed.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
New Agreement

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Domain Name Purchase Agreement.pdf

FINANCIAL IMPACT:
Line Item Number: 116-76078-SC 00041 $50,000

Domain Names Purchase Agreement

THIS AGREEMENT (Agreement), made and entered into this_____day of_____, 2025, A.D., by and between Monroe County, Florida, (hereinafter called the County), and **Key Lime Sailing Club & Cottages** (hereinafter called the Company).

WITNESSETH:

WHEREAS, Company has ownership of VisitFloridaKeys.com and international and related domains (hereinafter called “Domain Names”); and

WHEREAS, 3406 North Roosevelt Blvd. Corporation d/b/a Visit Florida Keys (VFK), a not-for-profit corporation that supports the Monroe County Tourist Development Council and is funded in part by the Monroe County Board of County Commissioners (County) approved the expenditure to purchase said domain names; and

WHEREAS, County desires to enter into this Agreement to purchase said Domain names from Company; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Scope of Services: Company shall transfer ownership of Doman Names, attached hereto as Exhibit A. The transfer of Domain names shall be completed by May 15, 2025.

2. Payment: Upon proof of successful transfer of Domain Names, Company shall be paid a sum of $50,000 (Fifty Thousand Dollars) upon receipt of an invoice.

This Agreement includes and incorporates by reference the Letter of Intent to purchase Domain Names and Key Lime Sailing Club and Cottages FY 2025/2026 Q3-Q4 Media Plan.

The following provisions are required by law and policy.

The Agreement is a Public Record under Chapter 119, Florida Statutes. The parties agree to comply with Chapter 119, Florida Statutes.

Payment will be made in accordance with the Local Government Prompt Payment Act, 218.70, Florida Statutes. Payments due and unpaid under the Agreement shall bear interest pursuant to the Local Government Prompt Payment Act. Company shall submit to the County via VFK invoices with Supporting documentation that are acceptable to the Monroe County Clerk of Court and Comptroller (Clerk). Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules, and regulations as may govern the Clerk’s disbursal of funds.

Maintenance of Records: Company shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied

Governing Law, Venue, Interpretation, Costs, and Fees: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Company agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. This Agreement shall not be subject to arbitration.

Attorney's Fees and Costs: The Parties agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, as an award against the non-pre prevailing party, and shall include attorney's fees and courts costs in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

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

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

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

(SEAL)

Attest: Kevin Madok, Clerk

Board of County Commissioners

of Monroe County

_____ _____

As Deputy Clerk Mayor/Chairman

Key Lime Sailing Club & Cottages, Inc.

By _____

President

PAUL KEEVER

Print Name

Date: 3-31-25

AND TWO WITNESSES

(1) _____

(1) Jennifer Allen

Print Name

Date: 3-31-25

(2) _____

(2) Christopher Jacobs

Print Name

Date: 3-31-25

visitfloridakeys.com
visitfloridakeys.de
visitfloridakeystv.com
visitfloridakeys.io
visitfloridakeys.org
visitfloridakeys.net
visitfloridakeys.ca
visitfloridakeys.co.uk
visitfloridakeyshotels.com
visitfloridakeysresorts.com
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visitfloridakeys.blog
visitfloridakeys.cloud
visitfloridakeys.com.ph
visitfloridakeys.day
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visitfloridakeys.digital
visitfloridakeys.fun
visitfloridakeys.group
visitfloridakeys.guide
visitfloridakeys.homes
visitfloridakeys.international
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visitfloridakeys.photography
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visitfloridakeys.rocks
visitfloridakeys.services
visitfloridakeys.shop
visitfloridakeys.site
visitfloridakeys.solutions
visitfloridakeys.space
visitfloridakeys.store
visitfloridakeys.support
visitfloridakeys.team
visitfloridakeys.tech
visitfloridakeys.today

visitfloridakeys.tours
visitfloridakeys.uk
visitfloridakeys.vip
visitfloridakeys.website
visitfloridakeys.world
visitfloridakeys360.com
visitfloridakeys.co
visitfloridakeys.club
visitfloridakeys.cc
visitfloridakeys.global
visitfloridakeys.asia
visitfloridakeys.info
visitfloridakeys.us
visitfloridakeys.biz
visitfloridakeystv.net
360visitfloridakeys.com
visitfloridakeys.mobi
visitfloridakeysin360.com
visitfloridakeystv.info
visitfloridakeystv.mobi

Visit Florida Keys/Monroe County Tourist Development Council
1201 White Street #102
Key West, FL 33040

January 28, 2025

Paul Keever
Key Lime Sailing Club & Cottages
101425 Overseas Highway #922
Key Largo, FL 33037

Subject: Letter of Intent to Purchase Domain Name: VisitFloridaKeys.com

Dear Mr. Keever:

This letter constitutes a Letter of Intent (LOI) expressing our interest in acquiring the domain name "VisitFloridaKeys.com", including all international versions of that domain that you own, from you "Key Lime Sailing Club & Cottages".

We propose to purchase the Domain Name(s) for:

- The sum of $50,000.00 to be invoiced to the TDC after transfer of ownership
- Ongoing presence on the Visit Florida Keys/TDC consumer-facing website
- Priority placement in co-op advertising for 2025

This LOI is subject to the following conditions:

- **Due Diligence:** We reserve the right to conduct due diligence on the Domain Name(s), including but not limited to:
    - Verifying ownership and registration of the Domain Name(s).
    - Investigating any potential trademark or intellectual property rights issues related to the Domain Name(s).

This LOI shall remain in effect for ninety (90) days from the date hereof.

We believe this proposed transaction presents a mutually beneficial opportunity. We look forward to your prompt consideration of this LOI.

Sincerely,

Diane Schmidt 1/29/25

Diane Schmidt, Chairperson

Monroe County Tourist Development Council

Paul Keever

Paul Keever

Key Lime Sailing Club & Cottages

Date: 1-30-25

KEY LIME SAILING CLUB AND COTTAGES

FY 2025 Q3-4 MEDIA PLAN

= To Be Ordered Media = Ordered Media

*Ind. Day (7/4) *Lobster Mini Season (7/24-25) *Labor Day (9/1)

*Easter (4/20) *Memorial Day (5/26) *Lobster Season (8/6-3/31)

Summer Break																																	
6/6-8/18																																	
6/6-8/18																																	
5/30-8/8																																	
5/30-8/8																																	
5/31-8/8																																	
5/30-8/8																																	
5/29-8/11																																	
5/31-8/9																																	
5/29-8/10																																	
5/30-8/18																																	

			APR '25				MAY '25				JUN '25					JUL '25				AUG '25					SEP '25				
		Weeks begin on Mondays:	31-Mar	7-Apr	14-Apr	21-Apr	28-Apr	5-May	12-May	19-May	26-May	2-Jun	9-Jun	16-Jun	23-Jun	30-Jun	7-Jul	14-Jul	21-Jul	28-Jul	4-Aug	11-Aug	18-Aug	25-Aug	1-Sep	8-Sep	15-Sep	22-Sep	NET TOTAL
				Spring E-Newsletter Co-op																								
DIGITAL E-NEWSLETTER CO-OP PACKAGES:																												
• Afar.com E-Newsletters	NY, CHI, BOS, PHL, DC Circ.	37,064 per email																										
		Net:																			$6,422.00							$6,422
• CNTraveler.com E-Newsletters (Conde Nas	National Circulation	69,930																										
		Net:					$5,000.00									$5,000.00													$10,000
• Sherman's Travel.com E-Newsletter																												
National send. Featuring each hotel, copy and url/click-through.	50k PER SEND	Net:														$7,500.00												$7,500
TravelandLeisure.com E-Newsletters (Mered	NY, CHI, BOS, PHL, DC Circ.	89,333 per email																										
		Net:										$10,000.00									$10,000.00							$20,000
• TravelSpike.com E-Newsletters	East of Mississippi Circ.	288,461 per email																										
		Net:										$3,750.00									$3,750.00							$7,500
																											0	**$51,422**

GENERIC FY 2025 BUDGET SUMMARY

	Net
TOTAL BUDGET:	$51,422
MEDIA SPEND TO DATE:	$51,422
RESOURCES REMAINING:	$0

Media plan will drive to Key Lime Sailing Club and Cottages website, using creative assets & copy provided by Key Lime Sailing Club and Cottages

Key Lime Sailing Club & Cottages will have a permanent and prominent listings and/or banner/s on the Key Largo accommodations section of the Visit Florida Keys/TDC consumer-facing website/s.

Key Lime Sailing Club & Cottages will have a complimentary listing in the Visit Florida Keys/TDC booking engine.

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: D8
2023-3891

BULK ITEM: Yes

DEPARTMENT: Tourist Development Council

TIME APPROXIMATE:
N/A

STAFF CONTACT:

AGENDA ITEM WORDING: Approval of a Resolution to authorize the payment of expenses and invoices related to trade shows as set forth in the approved 2024-2025 Marketing Plan and approval to provide additional advance registration, booth related expenses and travel related expenses for trade shows for fiscal year 2025 to be paid from TDC funds in fiscal year 2024.

ITEM BACKGROUND:
The Monroe County Board of County Commissioners approves the Monroe County Tourist Development Council (TDC) Marketing Plan each year, which list various Trade Shows that are attended during the current fiscal year by the TDC Sales Team as part of their sales, promotional and marketing efforts. The TDC Sales Team also identifies trade shows that will occur in the next fiscal year and seeks approval each year from the Board to pay for advance registration, booth related expenses and travel for those trade shows which are paid from the current fiscal year. The TDC often needs to quickly register and pay for registration and booth related cost, which are often not known in advance whereby preauthorization for the request to purchase cannot be obtained.

The Resolution authorizes the payment of trade show related expenses, waives the purchasing policy requirement for preauthorization when there is insufficient time, and authorizes the payment of expenses for trade shows occurring in fiscal year 2026 to be paid from fiscal year 2025 TDC funds.

Pending TDC approved at their meeting of April 10, 2025

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Sales Resolution

FINANCIAL IMPACT:

RESOLUTION NO. -2025

A RESOLUTION BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS TO AUTHORIZE THE PAYMENT OF EXPENSES AND INVOICES RELATED TO TRADE SHOWS AS SET FORTH IN THE APPROVED MONROE COUNTY TOURIST DEVELOPMENT 2025-2026 MARKETING PLAN INCLUDING BUT NOT LIMITED TO REGISTRATION, BOOTH RELATED EXPENSES, AND PROMOTIONAL ITEMS AND TO ALSO AUTHORIZE THE PAYMENT OF EXPENSES AND INVOICES FOR ADVANCE REGISTRATION, BOOTH RELATED EXPENSES AND TRAVEL RELATED EXPENSES FOR TRADE SHOWS THAT ARE TO BE HELD DURING FISCAL YEAR 2026 AND ARE TO BE PAID FROM TOURIST DEVELOPMENT COUNCIL FUNDS IN FISCAL YEAR 2025

WHEREAS, the Monroe County Board of County Commissioners approves the Monroe County Tourist Development Council (TDC) Marketing Plan each year, which list various Trade Shows that are attended during the current fiscal year by the TDC Sales Team as part of their sales, promotional and marketing efforts; and

WHEREAS, the TDC Sales Team also identifies trade shows that will occurred in the next fiscal year and seeks approval each year from the Board to pay for advance registration, booth related expenses and travel for those trade shows which are paid from the current fiscal year; and

WHEREAS, the TDC often needs to quickly register and pay for registration and booth related cost, which are often not known in advance whereby preauthorization for the request to purchase cannot be obtained; and

WHEREAS, the TDC Sales Team participates in various trade shows to promote tourism which is an integral part of their sales, promotional and marketing efforts; and

WHEREAS, it is also necessary to secure registration, booth related expenses, promotional items, and advance travel expenses for these tourists related trade shows and sometimes it is necessary to pay for said expenses up to one year in advance of the trade shows and in an expedited manner, in order to secure a desirable space as some shows are filled quickly, or have an early registration deadline; and

WHEREAS, it is also necessary to pay the registration fees, booth related expenses, promotional items, and travel expenses during the current fiscal year for trade shows which occur in the next fiscal year:

NOW THEREFORE, BE IT RESOLVED by the Monroe County Board of County Commissioners as follows:

Section 1. The Board authorizes the payment of expenses, including registration, booth related expenses, promotional items and travel relating to trade shows as set forth in the approved Monroe County Tourist Development 2025-2026 Marketing Plan.

Section 2. The Board waives the purchasing policy requirement to seek preauthorization or a Request to Purchase when there is not sufficient time to obtain preauthorization for Trade Show related expenses.

Section 3. The Board also authorizes payment of expenses for the following cost of additional advance registrations, booth related expenses and travel expenses for trade shows as set forth below which will occur in fiscal year 2026 and will be paid in the fiscal year 2025 out of Tourist Development Council funds.

ITour Amernica, Oct 2025	$4,500
IGLTA Sponsorship, Oct 2025	$10,000
Brand USA, Oct 2025	$17,000
Travel Agent Roadshow (Axis, UK), Oct	$3,000
2025 IMEX, Oct 2025	$50,000
ILTM North America, Oct 2025	$14,500
FOCUS (Film), Oct 2025	$12,000
Content London (Film), Oct 2025	$5,000
Proud Experiences Oct 2025	$7,200
Travel Agency Owners Forum Oct 2025	$8,000
Visit USA Austria (Get It Across), Nov 2025	$2,500
World Travel Market, Nov 2025	$25,000
Signature Travel Week, Nov 2025	$10,000

Total request: $168,700

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting of said Board held on the _____ day of _____, A.D. 2025

Mayor James Scholl	_____
Mayor Pro Tem Michelle Lincoln	_____
Commissioner Craig Cates	_____
Commissioner Holly Merrill Raschein	_____
Commissioner David Rice	_____

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FL

(SEAL)

Attest: Kevin Madok, Clerk

BY_____

MAYOR/CHAIRMAN

_____

AS DEPUTY CLERK

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Christine Limbert-Barrows
CHRISTINE LIMBERT-BARROWS
SR. ASSISTANT COUNTY ATTORNEY
DATE: 3/26/25

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number:
2023-3930

BULK ITEM: No **DEPARTMENT:** Administration

TIME APPROXIMATE: **STAFF CONTACT:**

AGENDA ITEM WORDING: No items submitted.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION:

DOCUMENTATION:

FINANCIAL IMPACT:

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: F1
2023-3865

BULK ITEM: No

DEPARTMENT: County Land Acquisition And Land Management

TIME APPROXIMATE:
9:25 a.m.

STAFF CONTACT: Cynthia Guerra

AGENDA ITEM WORDING: Presentation of program accomplishments in preparation for closeout of the Voluntary Home Buyout Program.

ITEM BACKGROUND:

In 2020, The Department of Economic Opportunity (now know as Florida Commerce) awarded Monroe County $15 million in CDBG-DR funding, via Subrecipient Agreement I0092, to acquire Irma-damaged properties from income qualified or urgent need eligible applicants damaged by Hurricane Irma. The Subrecipient Agreement ends June 3, 2025.

The presentation will provide a summary of program accomplishments and acknowledge program partners.

This presentation also serves as the community meeting to review program activities and assess program performance, pursuant to Paragraph 5.1 of the Citizen Participation Plan for the Voluntary Home Buyout Program. The public is invited to provide comment on the performance of officials, staff, consultants, and contractors, and use of funds related to the implementation of the program.

PREVIOUS RELEVANT BOCC ACTION:

On July 22, 2019, the BOCC approved the CDBG-DR VHBP grant application to DEO (Agenda Item B.1).

On May 20, 2020, the BOCC approved Resolution 150-2020 allowing the county to execute the CDBG-DR VHBP Subrecipient Agreement with DEO (Agenda Item D.2).

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
NA

STAFF RECOMMENDATION: Presentation of Program Accomplishments and Acknowledgement of Program Partners

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DOCUMENTATION:

Closeout powerpoint April 2025.pdf

FINANCIAL IMPACT:

Effective Date: NA

Expiration Date: NA

Total Dollar Value: NA

Total Cost to County: $0

Current Year Portion: NA

Budgeted: No

Source of Funds: CDBG-DR Voluntary Home Buyout Program

CPI: NA

Indirect Costs: NA

Estimated Ongoing Costs Not Included in above dollar amounts: NA

Revenue Producing: NA **If yes, amount:**

Grant: $ 15 Million CDBG-DR Voluntary Home Buyout Program Grant

County Match: $ 0

Insurance Required: NA

Additional Details: NA

MONROE COUNTY VOLUNTARY HOME BUYOUT PROGRAM

Program Closeout: Accomplishments & Acknowledgements



Monroe County
Voluntary Home Buyout Program

$15 Million award in 2020 under the U.S. HUD Community Development Block Grant – Disaster Recovery program. The buyout program is administered through Florida Commerce (formerly the Florida Department of Economic Opportunity) to purchase homes from income qualified or urgent need eligible applicants damaged by Hurricane Irma. The grant agreement ends June 3, 2025.

Program Goals:

- Acquire properties that are in high flood-risk areas
- Help relocate residents to areas of lower flood risk
- Reduce the impact of future flood related disasters

Accomplishments

- $14.6 Million spent to date – one final structure to demo and closeout activities will be invoiced before grant closeout
- 87 Applications received and evaluated for consideration in the program
  - ✓ 21 eligible applicants
  - ✓ 58 voluntarily withdrawn
  - ✓ 8 ineligible applicants
- 21 Purchases
  - ✓ 21 ROGO allocations were moved to the Administrative Relief Pool
  - ✓ 22.49 units of density were retired (includes additional land that did not have allocations or exemptions)
  - ✓ $12,438,105 spent on acquisition

Accomplishments

The program focused on destressed properties and low- to moderate-income eligible applicants and neighborhoods.

Once purchased, any remaining structures were demolished and the parcels were permanently deed restricted to open space uses, stormwater improvements or to restore and conserve the natural floodplain functions.

Therefore, the acquisitions and demolitions provided for resolution of pending permit applications and code enforcement cases:

- 11 open permits were closed or voided
- 10 code cases were closed









Monroe County Voluntary Home Buyout Program – Riviera Drive, Big Coppitt Key







Monroe County Voluntary Home Buyout Program – State Rd 4A, Little Torch Key







Monroe County Voluntary Home Buyout Program – Avenue H, Big Pine Key

Acknowledgements - Vendors

To successfully implement the program, Monroe County contracted with experienced vendors (including four local businesses, one of which is a minority business enterprise) to provide technical expertise for the following services:

- Appraisal services – All Keys Appraisal Company, Inc.
- Demolition, Removal and Disposal Services – Charley Toppino and Sons, Inc.
- Environmental and Historical Services – Tetra Tech, Inc.
- Grant Management Services – Tetra Tech, Inc.
- Real Estate and Closing Services – Wright Barrows, PLLC
- Survey Services – Florida Keys Land Surveying, Inc.

Acknowledgements – County

- County Attorney's Office
- Budget and Finance Department
- County Clerk
- Tax Collector's Office
- County Administrator's Office
- Planning & Environmental Resources
- Building Department
- Code Compliance
- Board of County Commissioners
- Land Authority
- Public Information Officer
- Everyone who has helped since 2020 that I am forgetting!

Acknowledgements – Florida Commerce

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: F2
2023-3846

BULK ITEM: Yes

DEPARTMENT: County Land Acquisition And Land Management

TIME APPROXIMATE:
NA

STAFF CONTACT: Beth Bergh

AGENDA ITEM WORDING: Approval of Amendment No. 26 to State Lands Management Lease No. 4549 between Monroe County and the State of Florida for the Management of Certain State-owned Conservation Lands.

ITEM BACKGROUND:
In 2005, at Monroe County's request, the State of Florida ("State") expanded the Florida Forever land acquisition project to include most Tier 1 lands. As required by the State's boundary amendment process, Monroe County committed to serve as the land manager for those lands where no state or federal manager was available. In 2007, the County entered into a land management lease (Lease No. 4549) with the State for the initial group of parcels purchased by the State pursuant to the boundary amendment. Since 2007, the County has approved Amendment Nos. 1 - 25 to the Lease to include additional parcels purchased by the State. The proposed amendment (Amendment No. 26) adds additional State-owned parcels to the existing management lease. Funding for any potential land management activities (invasive exotic plant removal, trash cleanup, etc.) will come from State exotic plant removal funding and County permitting fees paid into the Environmental Land Management and Restoration Fund.

PREVIOUS RELEVANT BOCC ACTION:
October 17, 2007 – Approval of lease agreement (Lease No. 4549) between Monroe County and the State of Florida for the management of certain State-owned conservation lands in the "Florida Keys Ecosystem" and "Coupon Bight" Florida Forever Projects
March 2009 – Approval of Amendment No. 1 to Lease No. 4549 for the management of certain State-owned conservation lands
April 2018 – Approval of Amendment No. 2 to Lease No. 4549
April 2019 – Approval of Amendment Nos. 3 and 4 to Lease No. 4549
December 2019 – Approval of Amendment Nos. 5 and 6 to Lease No. 4549
May 2020 – Approval of Amendment Nos. 7 and 8 to Lease No. 4549
December 2021 – Approval of Amendment Nos. 9 & 10 to Lease No. 4549

February 2022 – Approval of Amendment Nos. 11 & 12 to Lease No. 4549
November 2022 - Approval of Amendment No. 13 to Lease No. 4549
July 2023 - Approval of Amendment Nos. 14 and 15 to Lease No. 4549
December 2023 - Approval of Amendment No. 16 to Lease No. 4549
February 2024 - Approval of Amendment No. 17 to Lease No. 4549
July 2024 - Approval of Amendment Nos. 18-22 to Lease No. 4549
October 2024 - Approval of Amendment No. 23 to Lease No. 4549
February 2025- Approval of Amendment Nos. 24-25 to Lease No. 4549

INSURANCE REQUIRED:
Yes

CONTRACT/AGREEMENT CHANGES:
Amendment No. 26 will add additional State-owned conservation lands to the County's State Lands Management Lease (Lease No. 4549).

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

Lease4549-executed.PDF
Amendment_26_to_Lease_4549_OGC_signed.pdf

FINANCIAL IMPACT:
NA

Monroe County Finance Department's Original

OAL2

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA

LEASE AGREEMENT

FLORIDA KEYS ECOSYSTEM

Lease No.4549

THIS LEASE AGREEMENT, made and entered into this 14th day of NOVEMBER 2007, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA hereinafter referred to as "LESSOR," and MONROE COUNTY, FLORIDA, hereinafter referred to as "LESSEE."

LESSOR, for and in consideration of mutual covenants and agreements hereinafter contained, does hereby lease to said LESSEE, the lands described in paragraph 2 below, together with the improvements thereon, and subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.

2. DESCRIPTION OF PREMISES: The property subject to this lease contains 32.31 acres, is situated in the County of Monroe, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter called the "leased premises".

3. TERM: The term of this lease shall be for a period of 50 years commencing on NOVEMBER 14, 2007 and ending on NOVEMBER 13, 2057 unless sooner terminated pursuant to the provisions of this lease.

4. PURPOSE: LESSEE shall manage the leased premises only for the conservation and protection of natural and historical resources and for resource based public outdoor activities and education which are compatible with the conservation and protection of these public lands, as set forth in subsection 259.032(11), Florida Statutes, along with other related uses necessary for the accomplishment of this purpose as designated in the Management Plan required by paragraph 8 of this lease.

5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the leased premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.

6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformity with this lease.

7. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR, which consent shall not be unreasonably withheld. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.

8. MANAGEMENT PLAN: LESSEE shall prepare and submit a Management Plan for the leased premises in accordance with Section 253.034. The Management Plan shall be submitted to LESSOR for approval through the Division of State Lands, State of Florida Department of Environmental Protection. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Management Plan is approved. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Management Plan for the leased premises. The Management Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. LESSEE shall not proceed with development of said leased premises including, but not limited to, funding, permit applications, design or building contracts until the Management Plan required herein has been submitted and approved. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk. The Management Plan shall emphasize the original management concept as approved by LESSOR at the time of acquisition which established the primary public purpose for which the leased premises were acquired. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by LESSEE and LESSOR. LESSEE shall not use or alter the leased premises except as provided for in the approved Management Plan without the prior written approval of LESSOR. The Management Plan prepared under this lease shall

identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Management Plan.

9. EASEMENTS: All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of LESSOR. Any easement not approved in writing by LESSOR shall be void and without legal effect.

10. SUBLEASES: This lease is for the purposes specified herein and subleases of any nature are prohibited without the prior written approval of LESSOR, which approval shall not be unreasonably withheld. Any sublease not approved in writing by LESSOR shall be void and without legal effect.

11. RIGHT OF INSPECTION: LESSOR or its duly authorized agents, representatives or employees shall have the right to reasonably inspect the leased premises and the works and operations of LESSEE in any matter pertaining to this lease.

12. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures and improvements shall be constructed in accordance with plans that are in accordance with the approved Management Plan or shall require the prior written approval of LESSOR as to purpose, location and design which approval shall not be unreasonably withheld. Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of LESSOR. Removable equipment and removable improvements placed on the leased premises by LESSEE which do not become a permanent part of the leased premises will remain the property of LESSEE and may be removed by LESSEE before or upon termination of this lease.

13. INSURANCE REQUIREMENTS: During the term of this lease LESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the leased premises. The liability insurance coverage shall be in amounts not less than $100,000 per person and $200,000 per incident or occurrence for personal injury, death, and property damage on the leased premises. Such policies of insurance shall name LESSOR, the State of Florida

and LESSEE as additional insureds. LESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this lease and shall submit annually thereafter, written evidence of maintaining such insurance to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. LESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. Any certificate of self-insurance shall be issued or approved by the Chief Financial Officer, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. LESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the leased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. LESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage, and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this lease.

14. LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

15. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all taxes, assessments, liens or other similar liabilities that accrue to the leased premises or to the improvements thereon arising after this lease commences including any and all ad valorem taxes and drainage and special assessments or personal property taxes of every kind and all construction or materialman's liens which may be hereafter lawfully assessed and levied against the leased premises subsequent to the effective date of this lease. In no event shall the LESSEE be held liable for such liabilities which arose prior to the effective date of this lease.

16. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

17. TIME: Time is expressly declared to be of the essence of this lease.

18. NON-DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the leased premises or upon lands adjacent to and used as an adjunct of the leased premises.

19. UTILITY FEES: LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the leased premises and for having the utilities turned off when the leased premises are surrendered.

20. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same.

21. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease, and LESSOR shall have the right to audit such records at any reasonable time during the term of this lease. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes.

22. CONDITION OF PREMISES: LESSOR assumes no liability or obligation to LESSEE with reference to the conditions of the leased premises. The leased premises herein are leased by LESSOR to LESSEE in an "as is" condition, with LESSOR assuming no responsibility for the care, repair, maintenance or improvement of the leased premises for the benefit of LESSEE.

23. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

24. NOTICE: All notices given under this lease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

LESSOR: State of Florida Department of Environmental Protection
Division of State Lands
Bureau of Public Land Administration, M. S. 130
3800 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000

LESSEE: Monroe County Growth Management Director
2798 Overseas Highway, Suite 400
Marathon, Florida 33050

Monroe County Administrator
1100 Simonton Street
Key West, Florida 33040

25. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty days of receipt of written notice, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the leased premises and attorneys' fees or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

26. DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises or adjacent properties, or any part thereof. (b) LESSEE shall not generate, store, produce, place, treat, release or discharge

any contaminants, pollutants, or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE's failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE's such failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon LESSEE'S obligations as set forth in paragraph 14 of this lease, nor upon any other obligations or responsibilities of LESSEE as set forth herein. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other

violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies. This paragraph shall not be deemed to apply to any conditions existing prior to the effective date of this lease.

27. ENVIRONMENTAL AUDIT: At LESSOR'S discretion, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards prior to termination of this lease, and if necessary a Phase II environmental site assessment.

28. SURRENDER OF PREMISES: Upon termination or expiration of this lease, LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, LESSEE shall give written notification to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the leased premises. Notification shall include a legal description, this lease number, and an explanation of the release. The release shall only be valid if approved by LESSOR through the execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon termination or expiration of this lease, all permanent/capital improvements, including both physical structures and modifications to the leased premises, shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises a representative of the Division of State Lands, State of Florida Department of Environmental Protection, shall perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the division.

29. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by LESSOR, LESSEE or other land managing agencies for the protection and enhancement of the leased premises.

30. PUBLIC LANDS ARTHROPOD CONTROL PLAN: LESSEE shall identify and subsequently designate to the respective arthropod control district or districts within one year of the effective date of this lease all of the environmentally sensitive and biologically highly productive lands contained within the leased premises, in accordance with Section 388.4111, Florida Statutes and Chapter 5E-13, Florida Administrative Code, for the purpose of obtaining a public lands arthropod control plan for such lands.

31. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by LESSOR. LESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.

32. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this lease shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

33. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Management Plan prepared pursuant to Chapter 18-2 Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.

34. SOVEREIGNTY SUBMERGED LANDS: This lease does not authorize the use of

any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

35. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.

36. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and the improvements located thereon, in a state of good condition, working order and repair including, but not limited to, keeping the leased premises free of trash or litter, meeting all building and safety codes for the location situated, maintaining the planned improvements as set forth in the approved Management Plan and maintaining any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this lease, reasonable wear and tear excepted; provided, however, that any removal, closure, etc, of the above improvements shall be acceptable when the proposed activity is consistent with the goals of conservation, protection, enhancement, or safety of the natural and historical resources within the leased premises and with the approved Management Plan.

37 GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.

38. SIGNS: LESSEE shall ensure that the area is identified as being publicly owned and operated as a public facility in all signs, literature and advertising. If federal grants or funds are used by LESSEE for any project on the leased premises LESSEE shall erect signs identifying the leased premises as a federally assisted project.

39. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.

40. ADMINISTRATIVE FEE: LESSEE shall pay TRUSTEES an annual administrative fee of $300 pursuant to subsection 18-2.021(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days from

the date of execution of this lease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this lease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

By: Gloria C. Barber (SEAL)
GLORIA C. BARBER, OPERATIONS AND MANAGEMENT CONSULTANT MANAGER, BUREAU OF PUBLIC LAND ADMINISTRATION, DIVISION OF STATE LANDS, STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

"LESSOR"

Dave Fennell
Witness
DAVE FENNELL
Print/Type Witness Name

Alicia Ruffin
Witness
Alicia Ruffin
Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 14th day of November 2007, by Gloria C. Barber, as Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida
Alexandra Alexandre
Print/Type Notary Name

Commission Number:

Commission Expires:

ALEXANDRA ALEXANDRE
Commission DD 637056
Expires February 6, 2011
Bonded Thru Troy Fain Insurance 800-385-7019

Approved as to Form and Legality
By: _____
DEP Attorney

MONROE COUNTY, FLORIDA,
By its Board of County Commissioners

By: _____

Witness

Mario DiGennaro
Print/Type Name

Witness

Title: Mayor

Print/Type Name

(OFFICIAL SEAL)

DANNY L. KOLHAGE, Clerk of the Court
ATTEST: _____
10/17/07

Ex-Officio Clerk of
the Board of County
Commissioners of Monroe
County, Florida

"LESSEE"

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 8 day of November 2007, by Mario DiGennaro, as Mayor, respectively on behalf of the Board of County Commissioners of Monroe County, Florida. ~~They are~~ He is personally known to me or who have produced _____ as identification.

_____
Notary Public, State of Florida
Tamara Lundstrom
Type Notary Name

TAMARA LUNDSTROM
Notary Public - State of Florida
My Commission Expires Jul 4, 2009
Commission # DD 446042
Bonded By National Notary Assn.

Commission Number:

Commission Expires:

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY
Date Oct 4, 2007

EXHIBIT "A"

PARCEL 14095 BK 2201 / 2145

LOT 5, SQUARE 57, SANDS SUBDIVISION, BIG PINE KEY, AS RECORDED IN PLAT BOOK 1, AT PAGE 65 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

COUPON BIGHT/KEY DEER/SANDS SUBDIVISION
CAIRNS/PARCEL 14095

AND PARCEL 13485 BK 2231 / 1474

LOT 3, BLOCK 12, EDEN PINES COLONY, A SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, AT PAGE 158, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

COUPON BIGHT/KEY DEER/EDEN PINES COLONY
CARTWRIGHT/PARCEL 13485

AND PARCEL 12376 BK 2226 / 1746

A PARCEL OF LAND IN SECTION 27, TOWNSHIP 66 SOUTH, RANGE 29 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27 AND THE NORTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY #1, BEAR NORTH ALONG SAID WEST LINE, 340 FEET; THENCE BEAR EAST 130 FEET, THENCE NORTH 65 FEET TO THE POINT OF BEGINNING; THENCE NORTH 60 FEET; THENCE EAST 130 FEET; THENCE SOUTH 60 FEET; THENCE WEST 130 FEET, BACK TO THE POINT OF BEGINNING.

Coupon Bight/Key Deer
Chiarolanzio / Parcel #12376

AND PARCEL 13549 AND 13550 BK 2226 / 1750

LOTS 18 AND 19, BLOCK 16, EDEN PINES COLONY, A SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, AT PAGE 58, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

COUPON BIGHT/KEY DEER/EDEN PINES COLONY
DEZSI/PARCEL 13549 & 13550

AND PARCELS 14083 AND 14084 BK 2201 / 2107 AND BK 2201 / 2142

LOTS 6 AND 7, SQUARE 56, SANDS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 65, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

COUPON BIGHT/KEY DEER/SANDS SUBDIVISION
EVANS/PARCELS14083 & 14084

BSM _____
DATE 5-15-07

AND PARCELS 13942 AND 13943 BK 2202 / 1469

LOTS 6 AND 7 OF SQUARE 26, SANDS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 65 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

COUPON BIGHT/KEY DEER/SANDS SUBDIVISION
FALCON/PARCELS 13942 & 13943

AND PARCEL 14085 BK 2207 / 1988

LOT 8 OF SQUARE 56, SANDS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 65 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

COUPON BIGHT/KEY DEER/SANDS SUBDIVISION
FAZZINO/PARCEL 14085

AND PARCELS 13963 AND 13964 BK 2213 / 2444

LOTS 7 AND 8 OF SQUARE 31, SANDS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 65 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

COUPON BIGHT/KEY DEER/SANDS SUBDIVISION
GINGRAS/PARCELS 13963 & 13964

AND PARCELS 13451 AND 13453 BK 2226 / 1773

ON THE ISLAND OF BIG PINE KEY, BEING A PART OF THE EAST 1/2 OF THE NE 1/4 OF SECTION 26, TOWNSHIP 66 SOUTH, RANGE 29 EAST. BETTER DESCRIBED IN ROGER LOWE'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NE 1/4 SECTION 26, TOWNSHIP 66 SOUTH, RANGE 29 EAST, RECORDED MARCH 12TH, 1925, IN PLAT BOOK 1, PAGE 102, MONROE COUNTY, FLORIDA RECORDS, AS LOT 21, HAVING A FRONT OF 60 FEET ON A 15 FOOT RESERVED FOR STREET AND A DEPTH OF 85 FEET.

ALSO:

ON THE ISLAND OF BIG PINE KEY, BEING A PART OF THE EAST 1/2 OF THE NE 1/4 OF SECTION 26, TOWNSHIP 66 SOUTH, RANGE 29 EAST, MORE PARTICULARLY DESCRIBED AS LOT 23 OF ROGER LOWE'S SUBDIVISION OF SAID EAST 1/2 OF THE NE 1/4 OF SECTION 26, TOWNSHIP 66 SOUTH, RANGE 29 EAST, ACCORDING TO THE PLAT OF SAID SUBDIVISION FILED AND OF RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, MONROE COUNTY, FLORIDA, IN BOOK OF PLATS NO. 1 AT PAGE 102.

COUPON BIGHT/KEY DEER/ROGER LOWE'S SUBDIVISION
HERNANDEZ/PARCELS 13451 & 13453

BSM: _____
DATE: 5-15-07

AND PARCEL 13945 BK 2202 / 1533

LOT 13 OF SQUARE 26, SANDS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 65 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

COUPON BIGHT/KEY DEER/SANDS SUBDIVISION
HOUSTON/PARCEL 13945

AND PARCELS 13604 THROUGH 13608 BK 2219 / 1344

LOTS 1 THROUGH 5, SQUARE 5, SOUTHERN PINES, BIG PINE KEY, RECORDED IN PLAT BOOK 1, PAGE 112, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

COUPON BIGHT/KEY DEER/SOUTHERN PINES
INNIS/PARCELS 13604-13608

AND PARCELS 13621 THROUGH 13624 BK 2223 / 1820

LOTS 1 THROUGH 4, SQUARE 8, SOUTHERN PINES, BIG PINE KEY, RECORDED IN PLAT BOOK 1, PAGE 112, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

COUPON BIGHT/KEY DEER/SOUTHERN PINES
KNOWLES/PARCELS 13621-13624

AND PARCEL 14081 BK 2201 / 2078

LOT 4 OF SQUARE 56, SANDS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 65 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

COUPON BIGHT/KEY DEER/SANDS SUBDIVISION
KORNEY/PARCEL 14081

AND PARCELS 14082 AND 14089 BK 2205 / 79

LOTS 5 AND 12 OF SQUARE 56, SANDS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 65 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

COUPON BIGHT/KEY DEER/SANDS SUBDIVISION
KOVACH/PARCELS 14082 & 10489,

AND PARCEL 14055 BK 2205 / 191

BLOCK 53, LOT 10, SANDS SUBDIVISION, PLAT BOOK 1, PAGE 65, IN THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

COUPON BIGHT/KEY DEER/SANDS SUBDIVISION
PARKER/PARCEL 14055

BSM: _____
DATE: 5-15-07

AND PARCEL 13448 BK 2226 / 1756

LOT 14, ROGER LOWE'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 102, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

COUPON BIGHT/KEY DEER/ROGER LOWE'S SUBDIVISION
QUARANTA /PARCEL 13448

AND PARCEL 13530 BK 2207 / 1991
LOT 10, BLOCK 15, EDEN PINES COLONY, PLAT BOOK 4, PAGE 158, BIG PINE KEY, MONROE COUNTY, FLORIDA.

COUPON BIGHT/KEY DEER/EDEN PINES COLONY
RISPOLI /PARCEL 13530

AND PARCEL 13904 BK 2215 / 2025

LOT 7 OF SQUARE 21, SANDS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 65 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

COUPON BIGHT/KEY DEER/SANDS SUBDIVISION
SANDS/PARCEL 13904

AND PARCEL 14028 AND 14031 BK 2205 / 280

LOTS 15 AND 16 OF SQUARE 47, SANDS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 65 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

COUPON BIGHT/KEY DEER/SANDS SUBDIVISION
Scott/Parcels 14028 & 14031

AND PARCEL 13647 BK 2205 / 44

ON THE ISLAND OF BIG PINE KEY BEING LOT FIFTEEN (15), BLOCK NINE (9) IN KINERCHA, ACCORDING TO CURRYS SUBDIVISION OF A PART OF GOVERNMENT LOTS ONE (1) AND TWO (2), SECTION TWENTY-SIX (26), TOWNSHIP SIXTY-SIX (66) SOUTH, RANGE TWENTY-NINE (29) EAST, AS PER PLAT RECORDED IN PLAT BOOK 1, PAGE 74 OF MONROE COUNTY, FLORIDA RECORDS.

COUPON BIGHT/KEY DEER/KINERCHA SUBDIVISION
SEVERSON/PARCEL 13647

AND PARCELS 14061 AND 14062 BK 2201 / 2011

BSM: _____
DATE: 5-15-07

LOTS 17 AND 18 OF SQUARE 54, SANDS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 65 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

COUPON BIGHT/KEY DEER/SANDS SUBDIVISION
TANSEY/PARCELS14061 & 14062

AND PARCEL 13900 BK 2201 / 2005

LOT 3 OF SQUARE 21, SANDS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 65 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

COUPON BIGHT/KEY DEER/SANDS SUBDIVISION
WILLIAMS/PARCEL 13900

BSM:
DATE: 5-15-07

EXHIBIT "A"

Parcel 16132 BK 2211 / 1036

LOT 19, BLOCK 5, BAY HAVEN, SECTION 1, A SUBDIVISION RECORDED IN PLAT BOOK 2, PAGE 28, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/Dove Creek Hammocks, Bay Haven S/D
Adamides Alexander / Parcel 16132

AND PARCEL 16063 BK 2209 / 12

LOT 1, BLOCK 8, LARGO CITY, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, AT PAGE 142, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/LARGO SOUND HAMMOCKS/ LARGO CITY
AMARO, ETAL/PARCEL 16063

AND PARCELS 12822, 12823 & 12825 BK 2223 / 1823

LOTS 6, 7 & 9, BLOCK 2, SUMMERLAND BEACH ADDITION NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3 AT PAGE 21 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/SUMMERLAND KEY/SUMMERLAND BEACH ADDITION NO. 2
BALLARD/PARCELS 12822,12823,12825

AND PARCEL 13070 BK 2230 / 913

LOT 24, BLOCK 11, RAMROD SHORES, FIRST ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, AT PAGE 51, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/RAMROD SHORES FIRST ADDITION
BARBER ETAL/PARCEL 13070

AND PARCEL 16188 BK 2218 / 1955

LOT 10, BLOCK 12, BAY HAVEN, SECTION 3, A SUBDIVISION RECORDED IN PLAT BOOK 2, PAGE 41, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/DOVE CREEK HAMMOCKS/BAY HAVEN, SECTION 3
BECKMAN/PARCEL 16188

AND PARCEL 15285 BK 2227 / 878

BSM DATE 5-15-07

LOT 17, BLOCK 10, THOMPSONS SUBDIVISION, SECTION A, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 1, PAGE 147 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/Point Charles Hammocks/Thompson's Subdivision Section A
Berrios, ETAL / Parcel 15285

AND PARCEL 13303 BK 2226 / 1682

LOT 1, BLOCK 3, WINDWARD BEACH ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, AT PAGE 131, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/LITTLE TORCH KEY/WINDWARD BEACH ESTATES
BIAGI/PARCEL 13303

AND PARCEL 16040 BK 2226 / 1740

LOT 12, BLOCK 5, LARGO CITY, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 4, AT PAGE 142, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/LARGO SOUND HAMMOCKS/LARGO CITY
BLAISE/PARCEL 16040

AND PARCEL 16057 BK 2212 / 193

LOT 2, BLOCK 7, LARGO CITY, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, AT PAGE 142, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/LARGO SOUND HAMMOCKS/LARGO CITY
CALDERIN/PARCEL 16057

AND PARCEL 16262 BK 2225 / 459

LOT 1, BLOCK 15, BAY HAVEN, SECTION 3, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, AT PAGE 41, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/DOVE CREEK HAMMOCKS/BAY HAVEN, SECTION 3
CHASE ETAL/PARCEL 16262

AND PARCEL 16213 BK 2215 / 2046

LOT 8, BLOCK 13, BAY HAVEN, SECTION 3, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, AT PAGE 41, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/DOVE CREEK HAMMOCKS/BAY HAVEN, SECTION 3
COTTON/PARCEL 16213

BSM
DATE 5-15-07

AND PARCEL 16214 BK 2215 / 1998

LOT 9, BLOCK 13, BAY HAVEN, SECTION 3, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, AT PAGE 41, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/DOVE CREEK HAMMOCKS/BAY HAVEN, SECTION 3
COTTON/PARCEL 16214, LOT 9, BLOCK 13

AND PARCELS 15135, 15136, 15145 BK 2210 / 2054

LOTS 6, 7 AND 16, BLOCK 4, THOMPSON'S SUBDIVISION, SECTION A, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 1, PAGE 147, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/POINT CHARLES HAMMOCKS/THOMPSON'S S/D
HARDWICK/PARCELS 15135, 15136, 15145

AND PARCELS 16555 & 16556 BK 2222 / 36

LOTS 17 & 18, BLOCK 7, BAHIA MAR ESTATES, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 4, AT PAGE 79, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/NEWPORT HAMMOCKS/BAHIA MAR ESTATES
DARWICK

AND PARCEL 16187 BK 2215 / 1967

LOT 1, BLOCK 12, BAY HAVEN, SECTION 3, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, AT PAGE 41, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/BAY HAVEN, SECTION 3
DAVIS/PARCEL 16187

AND PARCEL 16088 BK 2215 / 2050

LOT 9, BLOCK 1, BAY HAVEN, SECTION 1, A SUBDIVISION RECORDED IN PLAT BOOK 2, PAGE 28, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/BAY HAVEN, SECTION 1
DEANS/PARCEL 16088

AND PARCEL 16668 BK 2230 / 1069

BSM
DATE 5-15-07

PLAT BOOK 1, PAGE 186, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/TAVERNIER CREEK HAMMOCK/CAMP PLEASANT
MENDEZ/PARCEL 16668

AND PARCEL 15130 BK 2226 / 1687

LOT 1, BLOCK 4, THOMPSONS SUBDIVISION, SECTION A, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 1, PAGE 147 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE / Point Charles Hammocks/Thompson's Subdivision Section A
Dozier / Parcel 15130

AND PARCEL 13113 BK 2210 / 2025

LOT 19, BLOCK 4, RAMROD SHORES, MARINA SECTION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 22, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/REVISED PLAT OF PART OF RAMROD SHORES MARINA SECTION
DYKES/PARCEL 13113

AND PARCEL 15091 BK 2207 / 1961

LOT 7, BLOCK 2, THOMPSONS SUBDIVISION, SECTION A, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 1, PAGE 147 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/Point Charles Hammocks/Thompsons Subdivision Section A
Ellerhorst / Parcel 15091

AND PARCEL 16312 BK 2225 / 255

LOT 8, BLOCK 17, BAY HAVEN, SECTION 4, A CORRECTED PLAT OF A SUBDIVISION RECORDED IN PLAT BOOK 3, PAGE 14, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/BAY HAVEN, SECTION 4
TROUTMAN/PARCEL 16312

AND PARCEL 12895 BK 2226 / 1790

LOT 9, BLOCK 2, OF SUMMERLAND ESTATES, RESUBDIVISION NO.2, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4 AT PAGE 2 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/SUMMERLAND KEY/SUMMERLAND ESTATES RESUBDIVISION NO.2
GERIS/PARCEL 12895/LOT 9, BLOCK 2

BSM
DATE 5-15-07

AND PARCELS 15260-15262 BK 2222 / 5

LOTS 12 THROUGH 14, BLOCK 9, THOMPSON'S SUBDIVISION, SECTION A, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 1, PAGE 147, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/POINT CHARLES HAMMOCKS/THOMPSON'S SUBDIVISION
GILLILAND

AND PARCEL 15253 BK 2208 / 2497

LOT 6, BLOCK 9, THOMPSONS SUBDIVISION, SECTION A, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 1, PAGE 147, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/POINT CHARLES HAMMOCKS/THOMPSON'S SUBDIVISION
GILLILAND

AND PARCEL 16430 BK 2229 / 801

LOT 3, BLOCK 25, KEY LARGO PARK, ACCORDING TO THE AMENDED PLAT THEREOF RECORDED IN PLAT BOOK 3, AT PAGE 62, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/Newport Hammocks/Key Largo Park
Harr / Parcel 16430

AND PARCELS 13202 THROUGH 13217 BK 2218 / 1962

LOTS 102 THROUGH 117 OF MATES BEACH (PLAT NO. 4), ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5 AT PAGE 35 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/LITTLE TORCH KEY/MATES BEACH (PLAT NO. 4)
HECK/PARCELS 13202-13217

AND PARCELS 13086, 13087 AND 13088 BK 2212 / 176

LOTS 15, 16 & 17, BLOCK 2, RAMROD SHORES, MARINA SECTION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, AT PAGE 22, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/REVISED PLAT OF PART OF RAMROD SHORES MARINA SECTION
HICKS/PARCELS 13086-13088

AND PARCEL 12623 BK 2221 / 673

BSM _____
DATE 5-15-07

LOT SEVENTY-FOUR (74), OF SUGARLOAF TOWNSITE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK THREE (3), AT PAGE ONE HUNDRED EIGHTY (180), OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/SUGARLOAF KEYSUGARLOAF TOWNSITE
HOLLADAY/PARCEL 12623

AND PARCEL 12079 BK 2210 / 2022

LOT 14, BLOCK 2, UNRECORDED PLAT OF OCEANA, A SUBDIVISION OF THE NORTH 300 FEET OF GOVERNMENT LOTS 1, 2 AND 3 IN SECTION 14, TOWNSHIP 61 SOUTH, RANGE 39 EAST, KEY LARGO, MONROE COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF, INCORPORATE IN A PARTITION DEED DATED OCTOBER 19, 1950, RECORDED IN DEED BOOK G-51 AT PAGE 198 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/LARGO SOUND HAMMOCKS/OCEANA
LAM/PARCEL 12079

AND PARCEL 15202 BK 2215 / 2011

LOT 1, BLOCK 7, THOMPSONS SUBDIVISION, SECTION A, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 1, PAGE 147 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/Point Charles Hammocks/Thompsons Subdivision Section A
Levins / Parcel 15202

AND PARCELS 15852 THROUGH 15856 BK 2210 / 2020

Lots 23 through 27, Block 11, Sunset Cove, according to the Plat as recorded in Plat Book 1, Page 165, of the Public Records of Monroe County, Florida.

FKE/Point Charles Hammocks
Lighthouse Christian Center, Inc.
Parcels 15852-15856

AND PARCEL 16145 BK 2209 / 6

LOT 1, BLOCK 6, BAY HAVEN, SECTION 2, A SUBDIVISION RECORDED IN PLAT BOOK 2, PAGE 34, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/DOVE CREEK HAMMOCKS/BAY HAVEN, SECTION 2
LINDSKOLD/PARCEL 16145

AND PARCELS 12461, 12910-12914, 12849, 12852 BK 2218 / 18

BSM
DATE 5-15-07

ALL OF BLOCK 1 OF SUMMERLAND ESTATES, RESUBDIVISION NO.2 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 2 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, INCLUDING ALLEY THEREIN OF WHICH HAS BEEN REVERTED BACK TO PART OF GOVERNMENT LOT 2, OF SECTION 36, TOWNSHIP 66 SOUTH, RANGE 28 EAST, BY RESOLUTION OF BOARD OF COUNTY COMMISSIONERS 615-1957, DATED MARCH 28, 1967, FILED IN OFFICIAL RECORDS BOOK 384, AT PAGES 113 AND 114 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

ALSO:

LOTS 1, 2, 3, 4, 5, BLOCK 4, SUMMERLAND ESTATES, RESUBDIVISION NO.2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 2 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

ALSO:

LOT 13, 16, BLOCK 4, SUMMERLAND BEACH, ADDITION NO. 2 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 21 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/SUMMERLAND KEY/SUMMERLAND ESTATES
FKE/SUMMERLAND KEY/SUMMERLAND BEACH
LOSLEY/PARCEL 12461 & 12910-12914, 12849, 12852

AND PARCEL 16205 BK 2215 / 1995

LOT 27, BLOCK 12, BAY HAVEN SECTION 3, A SUBDIVISION RECORDED IN PLAT BOOK 2, PAGE 41 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/Dove Creek Hammocks/Bay Haven Section 3
Luttrell / Parcel 16205

AND PARCELS 12955, 12850, 12851 BK 2225 / 261

LT 33 SUMMERLAND ESTATES SUMMERLAND KEY PB2-167;

ALSO;

BK 4 LOTS 14 AND 15, SUMMERLAND BCH ADDN #2 SUMMERLAND KEY PB3-21

FKE/SUMMERLAND KEY/SUMMERLAND ESTATES
FKE/SUMMERLAND KEY/SUMMERLAND BEACH
MARIEN/PARCELS 12955, 12850, 12851

AND PARCEL 16133 BK 2215 / 1984

LOT 20, BLOCK 5, BAY HAVEN, SECTION 1, A SUBDIVISION RECORDED IN PLAT BOOK 2, PAGE 28, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/DOVE CREEK HAMMOCKS/BAY HAVEN, SECTION 1
MCCOY/PARCEL 16133

BSM
DATE: 5-15-07

AND PARCELS 15133, 15134, 15147 & 15148 BK 2207 / 1985

LOTS 4, 5, 18 & 19, BLOCK 4, THOMPSONS SUBDIVISION, SECTION A, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, AT PAGE 147, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/POINT CHARLES HAMMOCKS/THOMPSONS SUBDIVISION, SECTION A
MCGRAW/PARCELS 15133, 15134, 15147 & 15148

AND PARCEL 16314 BK 2205 / 55

LOT 10, BLOCK 17, BAY HAVEN, SECTION 4, A SUBDIVISION RECORDED IN PLAT BOOK 2, PAGE 79, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/DOVE CREEK HAMMOCKS/BAY HAVEN, SECTION 4
MOORE/PARCEL 16314

AND PARCELS 13053 & 13054 BK 2230 / 987

LOTS 14 & 15, BLOCK 10, RAMROD SHORES, FIRST ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, AT PAGE 51, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/RAMROD KEY/RAMROD SHORES FIRST ADDITION
MOREO/PARCELS 13053-13054

AND PARCELS 13199 & 13200 BK 2218 / 1893

LOTS 7 AND 8, GATO FARM SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, AT PAGE 123, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/Little Torch Key/Gato Farm Subdivision
Nevin, ETAL / Parcels 13199-13200

AND PARCEL 16204 BK 2218 / 1908

LOT 26, BLOCK 12, BAY HAVEN SECTION 3, A SUBDIVISION RECORDED IN PLAT BOOK 2, PAGE 41 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/Dove Creek Hammocks/Bay Haven Section 3
Norman / Parcel 16204

AND PARCEL 12042 BK 2225 / 185

Start at the Southeast corner of Lot 30, of Section 1, Township 61 South, Range 39 East, according to the survey by P.F. Jenkins, C.E., and plat thereof recorded in the Public Land Records of Monroe County, Florida in Plat Book 1, page 68; Thence West along the South

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boundary line of said Lot 30, a distance of 550 feet to the Point of Beginning. Thence (1), Westerly, along the South boundary line of said Lot 30, a distance of 50 feet; Thence (2), Northerly along a line parallel to the East boundary line of said Lot 30, a distance of 105 feet; Thence (3) Easterly, along a line parallel to the South Boundary line of said Lot 30, a distance of 50 feet; Thence (4) South along a line parallel to the East boundary line of said Lot 30, a distance of 105 feet to the Point of Beginning, and being the same as Parcel 12 of Tract 1 of "Paradise Point Addition" and unrecorded Plat. Also in same Addition, Start at the Southeast corner of Lot 30, of Section 1, Township 61 South, Range 39 East, according to survey of P.F. Jenkins, C.E., and plat thereof recorded in Public and Records of Monroe County, Florida in Plat Book 1 at Page 68. Thence West along the South boundary line of said Lot 30, a distance of 550 feet; Thence North along a line parallel to the East boundary line of said Lot 30, a distance of 130 feet to the Point of Beginning. Thence (1) Westerly, along a line parallel to the South Boundary line of said Lot 30, a distance of 50 feet; Thence (2) Northerly along a line parallel to the East boundary line of said Lot 30, a distance of 105 feet; Thence (3) Easterly along a line parallel to the South boundary line of said Lot 30, a distance of 50 feet; Thence (4) Southerly, along a line parallel to the East Boundary line of said Lot 30 a distance of 105 feet to the Point of Beginning, and being the same as parcel 12 of Tract 2 of "Paradise Point Addition", according to an unrecorded Plat.

FKE/North Creek Hammocks
Onoff/Parcel #12042

AND PARCEL 16074 BK 2230 / 976

LOT 12, BLOCK 8, LARGO CITY, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, AT PAGE 142, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/LARGO SOUND HAMMOCKS/LARGO CITY
PARKINSON/PARCEL 16074

AND PARCEL 16097 BK 2225 / 499

LOT 19, BLOCK 1, BAY HAVEN, SECTION 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, AT PAGE 28, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/DOVE CREEK HAMMOCKS/BAY HAVEN
PAYNE/PARCEL 16097

AND PARCELS 10249 AND 10251 THROUGH 10255 BK 2219 / 1310

PARCEL NO. 1 ACCORDING TO THE MAP ENTITLED HILDA SUBDIVISION, PREPARED BY RAUL BARRETO, LAND SURVEYOR, MIAMI, FLORIDA, DATED FEBRUARY 22, 1977, A COPY OF SAID MAP BEING ATTACHED TO A CERTAIN SPECIAL WARRANTY DEED AND RECORDED IN OFFICIAL RECORDS BOOK 727, PAGE 436, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 66 SOUTH, RANGE 27 EAST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 25 A DISTANCE OF 1075.00 THENCE CONTINUE NORTH 215.00; THENCE EAST 120.00 FEET; THENCE SOUTH 215.00 FEET;

BSM: _____
DATE. 5-15-07

THENCE WEST 120.00 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL NO. 3 ACCORDING TO THE MAP ENTITLED HILDA SUBDIVISION, PREPARED BY RAUL BARRETO, LAND SURVEYOR, MIAMI, FLORIDA, DATED FEB. 22ND 1977, A COPY OF SAID MAP BEING ATTACHED TO A CERTAIN SPECIAL WARRANTY DEED AND RECORDED IN OFFICIAL RECORDS BOOK 727 AT PAGE 437 IN MONROE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST. CORNER OF SECTION 25, TOWNSHIP 66 SOUTH, RANGE 27 EAST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 25 A DISTANCE OF 1075.00 FEET; THENCE EAST 620.00 FEET; THENCE NORTH 341.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89.00 FEET; THENCE EAST 150.00 FEET; THENCE SOUTH 89.00 FEET; THENCE WEST 150.00 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL NO. 4 ACCORDING TO THE MAP ENTITLED HILDA SUBDIVISION, PREPARED BY RAUL BARRETO, LAND SURVEYOR, MIAMI, FLORIDA, DATED FEBRUARY 22, 1977, A COPY OF SAID MAP BEING ATTACHED TO A CERTAIN SPECIAL WARRANTY DEED AND RECORDED IN OFFICIAL RECORDS BOOK 727, PAGE 436, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 66 SOUTH, RANGE 27 EAST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 25 A DISTANCE OF 1075.00 FEET; THENCE EAST 620.00 FEET; THENCE NORTH 278.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 63.00 FT.; THENCE EAST 150.00 FEET; THENCE SOUTH 63.00 FEET; THENCE WEST 150.00 FEET TO THE POINT OF BEGINNING.

AND:

PARCEL NO. 5 ACCORDING TO THE MAP ENTITLED HILDA SUBDIVISION, PREPARED BY RAUL BARRETO, LAND SURVEYOR, MIAMI, FLORIDA, DATED FEBRUARY 22, 1977, A COPY OF SAID MAP BEING ATTACHED TO A CERTAIN SPECIAL WARRANTY DEED AND RECORDED IN OFFICIAL RECORDS BOOK 727, PAGE 436, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 66 SOUTH, RANGE 27 EAST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 25 A DISTANCE OF 1075.00 FEET; THENCE EAST 620.00 FEET; THENCE NORTH 215.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 63.00 FEET; THENCE EAST 150.00 FEET; THENCE SOUTH 63.00 FEET; THENCE WEST 150.00 FEET TO THE POINT OF BEGINNING.

AND:

A PARCEL OF LAND KNOWN AS LOT 35, BLOCK 12, ACCORDING TO THE MAP THEREOF IN TITLE NORTH SUGARLOAF ACRES SECTION 2, IN SECTION 25 AND 26, TOWNSHIP 66

BSM:
DATE: 5-15-07

SOUTH, RANGE 27 EAST, A COPY OF SAID MAP BEING ATTACHED TO A CERTAIN SPECIAL WARRANTY DEED AND RECORDED IN OFFICIAL RECORDS BOOK 427, PAGE 1048 AND 1049, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS PARCEL NO. 6 ACCORDING TO THE MAP THEREOF ENTITLED HILDA SUBDIVISION, PREPARED BY RAUL E. BARRETO, LAND SURVEYOR, P.O. BOX 59-2203, MIAMI, FLORIDA, DATED FEBRUARY 22, 1977, A COPY OF SAID MAP BEING ATTACHED HERETO AND MADE A PART HEREOF, SAID PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN ON THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 66 SOUTH, RANGE 27 EAST; THENCE NORTH 1075 FEET; THENCE EAST 620 FEET; THENCE NORTH 152.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 63.00 FEET; THENCE EAST 150 FEET; THENCE SOUTH 63.00 FEET; THENCE WEST 150 FEET TO THE POINT OF BEGINNING; LESS THE EASTERLY 25 FEET THEREOF FOR ROAD EASEMENT.

AND:

PARCEL NO. 7 ACCORDING TO THE MAP ENTITLED HILDA SUBDIVISION, PREPARED BY RAUL BARRETO, LAND SURVEYOR, MIAMI, FLORIDA, DATED FEBRUARY 22, 1977, A COPY OF SAID MAP BEING ATTACHED TO A CERTAIN SPECIAL WARRANTY DEED AND RECORDED IN OFFICIAL RECORDS BOOK 727, PAGE 436, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 66 SOUTH, RANGE 27 EAST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 25 A DISTANCE OF 1075.00 FEET; THENCE EAST 620.00 FEET; THENCE NORTH 89.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 63.00 FEET; THENCE EAST 150.00 FEET; THENCE SOUTH 63.00 FEET; THENCE WEST 150.00 FEET TO THE POINT OF BEGINNING.

FKE/SUGARLOAF KEY/HILDA SUBDIVISION (UNRECORDED)
PEREZ ETAL/PARCELS 10249 & 10251-10255

AND PARCEL 15314 BK 2207 / 1937

LOT 18, BLOCK 11, THOMPSONS SUBDIVISION, SECTION A, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 1, PAGE 147 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE / Point Charles Hammocks/Thompson's Subdivision Section A
Pickett / Parcel 15314

AND PARCEL 15239 BK 2208 / 2494

LOT 14, BLOCK 8, THOMPSONS SUBDIVISION, SECTION A, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 1, PAGE 147 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE / Point Charles Hammocks/Thompson's Subdivision Section A
Quintas / Parcel 15239

BSM: _____
DATE. 5-15-07

AND PARCEL 13401 BK 2212 / 108

THE SOUTH 75' OF THE NORTH 150' OF LOT 4, DORN'S SUBDIVISION, PART OF GOVERNMENT LOT 2, SECTION 19, TOWNSHIP 66 SOUTH, RANGE 29 EAST, BIG TORCH KEY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 56, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/BIG TORCH KEY/DORN'S SUBDIVISION
REED ETAL/PARCEL 13401

AND PARCELS 15808 & 15810 THROUGH 15842 BK 2221 / 2469

LOTS 1 AND 24 THROUGH 27, BLOCK 9, LOTS 1 THROUGH 11, BLOCK 10 AND LOTS 1 THROUGH 18, BLOCK 11, KEY LARGO OCEAN SHORES ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, AT PAGE 124, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/Point Charles Hammocks/ Key Largo Ocean Shores Addition
Reynolds, ETAL / Parcels 15808, 15810-15842

AND PARCEL 13079 BK 2225 / 449

LOT 8, BLOCK 2, RAMROD SHORES, MARINA SECTION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, AT PAGE 22, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/REVISED PLAT OF PART OF RAMROD SHORES MARINA SECTION
ROMAN/PARCEL 13079

AND PARCEL 16008 BK 2226 / 1759

LOT 1, BLOCK 4, LARGO CITY, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, AT PAGE 142, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/LARGO SOUND HAMMOCKS/LARGO CITY
SANCHEZ/PARCEL 16008

AND PARCEL 16009 BK 2226 / 1764

LOT 2, BLOCK 4, LARGO CITY, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, AT PAGE 142, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/LARGO SOUND HAMMOCKS/LARGO CITY
SANCHEZ/PARCEL 16009

AND PARCEL 13078 BK 2221 / 670

LOT 7, BLOCK 2, RAMROD SHORES, MARINA SECTION, ACCORDING TO THE PLAT

BSM
DATE 5-15-07

THEREOF RECORDED IN PLAT BOOK 6, AT PAGE 22, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/REVISED PLAT OF PART OF RAMROD SHORES MARINA SECTION
SCHMUELLING/PARCEL 13078

AND PARCEL 13082 BK 2210 / 2036

LOT 11, BLOCK 2, RAMROD SHORES, MARINA SECTION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, AT PAGE 22, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/REVISED PLAT OF PART OF RAMROD SHORES MARINA SECTION
SHEDDAN ETAL/PARCEL 13082

AND PARCEL 12807 BK 2210 / 2028

LOT 25S IN HUDGINS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 143, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/SUMMERLAND KEY/HUDGINS SUBDIVISION
SHEDDAN ETAL/PARCEL 12807

AND PARCEL 16092 BK 2199 / 687

LOT 13, BLOCK 1, BAY HAVEN, SECTION 1, A SUBDIVISION RECORDED IN PLAT BOOK 2, PAGE 28, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/BAY HAVEN , SECTION 1
SHELTON/PARCEL 16092

AND PARCEL 15235 BK 2199 / 611

LOT 10, BLOCK 8, THOMPSONS SUBDIVISION, SECTION A, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 1, PAGE 147 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE / Point Charles Hammocks/Thompson's Subdivision Section A
Sherman / Parcel 15235

AND PARCEL 15236 BK 2199 / 635

LOT 11, BLOCK 8, THOMPSONS SUBDIVISION, SECTION A, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 1, PAGE 147 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE / Point Charles Hammocks/Thompson's Subdivision Section A
Sherman / Parcel 15236

BSM: _____
DATE: 5-15-07

AND PARCELS 13139, 13140 AND 13141 BK 2217 / 2492

LOTS 9, 10 AND 11, BLOCK 7, RAMROD SHORES, MARINA SECTION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, AT PAGE 22, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/REVISED PLAT OF PART OF RAMROD SHORES MARINA SECTION
DORADO/PARCELS 13139, 13140 & 13141

AND PARCELS 12802 THROUGH 12804 BK 2202 / 1442

LOTS 17S THROUGH 19S IN HUDGINS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 143, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/SUMMERLAND KEY/UDGINS SUBDIVISION
SHELLY/PARCEL 12802 - 10284

AND PARCEL 13056 BK 2218 / 2135

LOT 17, BLOCK 10, RAMROD SHORES, FIRST ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, AT PAGE 51, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/RAMROD SHORES FIRST ADDITION
MERRILL/PARCEL 13056

AND PARCEL 16116 BK 2215 / 2035

LOT 22, BLOCK 4, BAY HAVEN, SECTION 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, AT PAGE 28, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/DOVE CREEK HAMMOCKS/BAY HAVEN, SECTION 1
SHELTON ETAL/PARCEL 16116

AND PARCEL 16158 BK 2215 / 2007

LOT 25, BLOCK 6, BAY HAVEN, SECTION 2, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, AT PAGE 34, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/DOVE CREEK HAMMOCKS/BAY HAVEN, SECTION 2
THOMAS/PARCEL 16158

AND PARCEL 16159 BK 2215 / 2016

LOT 26, BLOCK 6, BAY HAVEN, SECTION 2, ACCORDING TO THE PLAT THEREOF

BSM
DATE: 5-15-07

RECORDED IN PLAT BOOK 2, AT PAGE 34, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/BAY HAVEN, SECTION 2
THOMAS/PARCEL 16159

AND PARCEL 16118 BK 2215 / 1961

LOT 1, BLOCK 5, BAY HAVEN SECTION 1, A SUBDIVISION RECORDED IN PLAT BOOK 2, PAGE 28 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/Dove Creek Hammocks/Bay Haven Section 1
Thomson / Parcel 16118

AND PARCEL 13143 BK 2230 / 910

LOT 13, BLOCK 7, RAMROD SHORES, MARINA SECTION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, AT PAGE 22, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/REVISED PLAT OF PART OF RAMROD SHORES MARINA SECTION
HALL/PARCEL 13143

AND PARCEL 15315 BK 2211 / 1029

LOT 20, BLOCK 11, THOMPSONS SUBDIVISION, SECTION A, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 1, PAGE 147 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/Point Charles Hammocks/Thompson's Subdivision Section A
Word / Parcel 15315

AND PARCEL 13296 BK 2205 / 103

LOT 36, BLOCK 2, WINDWARD BEACH ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, AT PAGE 131, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

FKE/LITTLE TORCH KEY/ WINDWARD BEACH ESTATES
YATES/PARCEL 13296

BSM DATE: 5-15-07

This instrument prepared by:
Mandi Siegfried
Department of Environmental Protection
Bureau of Public Land Administration
Division of State Lands
3800 Commonwealth Blvd. MS 130
Tallahassee, Florida 32399-3000
Action No. 50401

ATL1
[+/- 0.21 acres]

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

AMENDMENT NUMBER 26 TO LEASE NUMBER 4549

THIS LEASE AMENDMENT is entered into this _____ day of _____, 20____, by and between the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, hereinafter referred to as "LESSOR" and **MONROE COUNTY, FLORIDA, a political subdivision of the State of Florida**, hereinafter referred to as "LESSEE";

WITNESSETH:

WHEREAS, LESSOR, by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the use and benefit of the State of Florida; and

WHEREAS, on November 14, 2007, LESSOR and LESSEE entered into Lease Number **4549** (the "lease"); and

WHEREAS, LESSOR and LESSEE desire to amend the lease to add land to the leased premises.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The legal description of the leased premises set forth in Exhibit "A" of Lease Number **4549** is hereby amended to include the real property described in Exhibit "A" attached hereto and by reference made a part hereof.

2. It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of Lease Number **4549**, except as amended, shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by LESSOR and LESSEE as of the date of this amendment.

3. It is understood and agreed by LESSOR and LESSEE that this Amendment Number **26** to Lease Number **4549** is hereby binding upon the parties hereto and their successors and assigns.

4. This lease amendment may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

[*Remainder of page intentionally left blank; Signature page follows*]

IN WITNESS WHEREOF, the parties have caused this Lease Amendment to be executed on the day and year first above written.

"LESSOR"

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

(SEAL)

BY:_____
Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

Approved subject to proper execution:

BY:_____ 02-10-2025
DEP Attorney Date

"LESSEE"

MONROE COUNTY, FLORIDA, a political subdivision of the State of Florida
By its Board of County Commissioners

(SEAL)

BY:_____
Jim Scholl, Mayor

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

PETER MORRIS
ASSISTANT COUNTY ATTORNEY
Date: 3/28/25

Exhibit "A"

Doc # 2476931 Bk# 3295 Pg# 1437 Electronically Recorded 10/8/2024 at 9:02 AM Pages 3
Filed and Recorded in Official Records of MONROE COUNTY KEVIN MADOK
ElectronicallyREC: $27.00 Deed Doc Stamp $0.00

Prepared By and Return To:
Samantha Tannous
American Government Services Corporation
3812 W. Linebaugh Avenue
Tampa, Florida 33618
AGS#: 33021 – 3

Note to Recorder: Pursuant to F.S. 201.01 the subject deed is exempt from documentary stamp tax as the conveyance is between a county agency and a state agency.

WARRANTY DEED
(STATUTORY FORM - SECTION 689.02, F.S.)

THIS INDENTURE is made this 8th day of October, 2024, between **Monroe County Comprehensive Plan Land Authority, a land authority under section 380.0663 (1), Florida Statutes, and Monroe County Ordinance Number 031-1986,** whose post office address is 1200 Truman Avenue, Ste 207, Key West, FL 33040 ("Grantor"), and the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, whose post office address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000 ("Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "Grantee" are used for singular and plural, as the context requires, and the use of any gender shall include all genders.)

WITNESSETH: That the said Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's successors and assigns forever, the following described land situate, lying and being in **Monroe County**, Florida, to-wit:

See **EXHIBIT "A"** attached hereto and by reference made a part hereof.

Tax Collector's Account Number: 1347302

Property Appraiser's Parcel ID Number: 00275230-000000

This conveyance is subject to easements, restrictions, limitations, and conditions of record, if any, but any such interests that may have been terminated are not hereby re-imposed.

AND the said Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the Grantor has hereunto set Grantor's hand and seal, the day and year first above written.

SEE FOLLOWING PAGE FOR SIGNATURES

Signed, sealed and delivered in the presence of:

(Signature of 1st Witness)

MICHAEL LEGERS
(Printed, Typed or Stamped Name of 1st Witness)

1200 Truman Avenue, Ste 207
Key West, FL 33040
(Address of 1st Witness)

Tamara Lamarche
(Signature of 2nd Witness)

Tamara Lamarche
(Printed, Typed or Stamped Name of 2nd Witness)

1200 Truman Avenue, Ste 207
Key West, FL 33040
(Address of 2nd Witness)

Monroe County Comprehensive Plan Land Authority, a land authority under section 380.0663 (1), Florida Statutes, and Monroe County Ordinance Number 031-1986

BY: _____
Chairman David P. Rice

Approved as to form and legality:

Gregory S. Oropeza, Esquire

STATE OF Florida
COUNTY OF Monroe

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 13 day of September, 2024, by David P. Rice, as Chairman of **Monroe County Comprehensive Plan Land Authority, a land authority under section 380.0663 (1), Florida Statutes, and Monroe County Ordinance Number 031-1986**. Such person (Notary Public must check applicable box):

(X) is personally known to me.
( ) produced a driver license.
( ) produced ___ _____ as identification.

Tamara Lamarche
Notary Public
Tamara Lamarche
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: 146998

My Commission Expires: July 4, 2025

(NOTARY PUBLIC SEAL)

TAMARA LAMARCHE
Commission # HH 146998
Expires July 4, 2025
Bonded Thru Budget Notary Services

Warranty Deed (Statutory Form – Section 689 02 F.S)

Exhibit "A"

Lot 4, Block 9, Southern Pines, according to the map or plat thereof, as recorded in Plat Book 1, Page(s) 112, of the Public Records of Monroe County, Florida.

BSM APPROVED

By: J.A. Date: 05/28/2024

Coupon Bight – Key Deer
Monroe County Comprehensive Plan Land Authority (Ansell-South Pines)
Monroe County

Doc # 2478953 Bk# 3298 Pg# 157 Electronically Recorded 10/28/2024 at 11:04 AM Pages 3
Filed and Recorded in Official Records of MONROE COUNTY KEVIN MADOK
ElectronicallyREC: $27.00 Deed Doc Stamp $0.00

Prepared By and Return To:
Samantha Tannous
American Government Services Corporation
3812 W. Linebaugh Avenue
Tampa, Florida 33618
AGS#: 33095

Note to Recorder: Pursuant to F.S. 201.01 the subject deed is exempt from documentary stamp tax as the conveyance is between a county agency and a state agency.

WARRANTY DEED

(STATUTORY FORM - SECTION 689.02, F.S.)

THIS INDENTURE is made this 28th day of October, 2024, between **Monroe County Comprehensive Plan Land Authority, a land authority under section 380.0663 (1), Florida Statutes, and Monroe County Ordinance Number 031-1986,** whose post office address is 1200 Truman Avenue, Ste 207, Key West, FL 33040 ("Grantor"), and the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, whose post office address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000 ("Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "Grantee" are used for singular and plural, as the context requires, and the use of any gender shall include all genders.)

WITNESSETH: That the said Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's successors and assigns forever, the following described land situate, lying and being in **Monroe County**, Florida, to-wit:

See **EXHIBIT "A"** attached hereto and by reference made a part hereof.

Tax Collector's Account Number: 1379867

Property Appraiser's Parcel ID Number: 00307710-000000

This conveyance is subject to easements, restrictions, limitations, and conditions of record, if any, but any such interests that may have been terminated are not hereby re-imposed.

AND the said Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the Grantor has hereunto set Grantor's hand and seal, the day and year first above written.

SEE FOLLOWING PAGE FOR SIGNATURES

Signed, sealed and delivered in the presence of:

(Signature of 1st Witness)

Dina Ann Gambuzza
(Printed, Typed or Stamped Name of 1st Witness)

1200 Truman Avenue, Ste 207
Key West, FL 33040
(Address of 1st Witness)

(Signature of 2nd Witness)

John Beyers
(Printed, Typed or Stamped Name of 2nd Witness)

1200 Truman Avenue, Ste 207
Key West, FL 33040
(Address of 2nd Witness)

Monroe County Comprehensive Plan Land Authority, a land authority under section 380.0663 (1), Florida Statutes, and Monroe County Ordinance Number 031-1986

BY: _____
Chairman David P. Rice

Approved as to form and legality:

Gregory S. Oropeza, Esquire

STATE OF Florida
COUNTY OF Monroe

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 16th day of October, 2024, by David P. Rice, as Chairman of **Monroe County Comprehensive Plan Land Authority, a land authority under section 380.0663 (1), Florida Statutes, and Monroe County Ordinance Number 031-1986**. Such person (Notary Public must check applicable box):

(✓) is personally known to me.
( ) produced a driver license.
( ) produced _____ as identification.

DINA ANN GAMBUZZA
Notary Public - State of Florida
Commission # HH 424218
My Comm. Expires Sep 17, 2027
Bonded through National Notary Assn.

(NOTARY PUBLIC SEAL)

Notary Public
Dina Ann Gambuzza
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: HH 424218
My Commission Expires: 9/17/27

Exhibit "A"

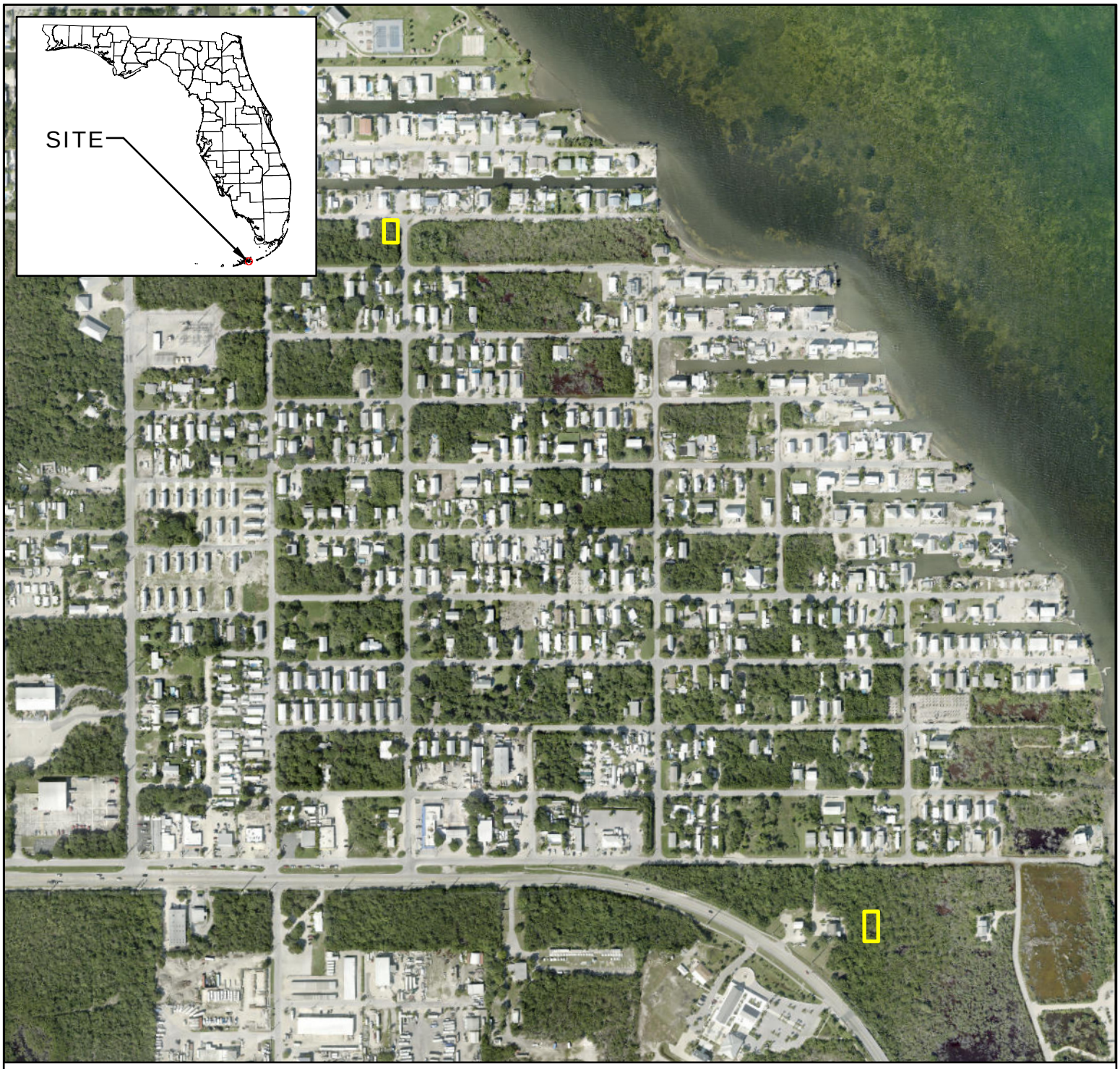
Lot 10, Block 55, Sands Subdivision, according to the map or plat thereof, as recorded in Plat Book 1, Page 65, of the Public Records of Monroe County, Florida.

BSM APPROVED

By: J.A. Date: 05/31/2024

Coupon Bight/Key Deer
MCCPLA (Easter)
Monroe County

THIS PAGE AND ANY FOLLOWING PAGES ARE ATTACHED ONLY FOR STATE OF FLORIDA TRACKING PURPOSES AND FORM NO PART OF THE INSTRUMENT AND ARE NOT TO BE RELIED ON BY ANY PARTY.



Subject Parcel

0 250 500 1,000
Feet

N

Amendment 26 to Lease 4549

Monroe County, Florida

File Location: \\FLDEP1\F:\SURVEY\Florida Keys Ecosystem\Coupon Bight - Key Deer\Easter
Date Saved: 12/16/2024 3:24 PM
Map Created By: T. Barnes

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: G1
2023-3756

BULK ITEM: No

DEPARTMENT: Land Authority Governing Board

TIME APPROXIMATE:
9:25 AM

STAFF CONTACT: Cynthia Guerra

AGENDA ITEM WORDING: Roll Call.

ITEM BACKGROUND:
N/A

PREVIOUS RELEVANT BOCC ACTION:
N/A

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: N/A

DOCUMENTATION:

FINANCIAL IMPACT:
N/A

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: G2
2023-3757

BULK ITEM: No

DEPARTMENT: Land Authority Governing Board

TIME APPROXIMATE:
9:25 AM

STAFF CONTACT: Cynthia Guerra

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

ITEM BACKGROUND:
N/A

PREVIOUS RELEVANT BOCC ACTION:
N/A

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: N/A

DOCUMENTATION:

FINANCIAL IMPACT:
N/A

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: G3
2023-3758

BULK ITEM: No

DEPARTMENT: Land Authority Governing Board

TIME APPROXIMATE:
9:25 AM

STAFF CONTACT: Cynthia Guerra

AGENDA ITEM WORDING: Approval of the minutes for the March 25, 2025 meeting.

ITEM BACKGROUND:
N/A

PREVIOUS RELEVANT BOCC ACTION:
N/A

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

LAmin25-03-25.pdf

FINANCIAL IMPACT:
N/A

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY
GOVERNING BOARD

March 25, 2025 Meeting Minutes

The Governing Board of the Monroe County Comprehensive Plan Land Authority held a regular meeting on Tuesday, March 25, 2025. The meeting was a hybrid format with the Governing Board members assembled at the Nelson Government Center located at 102050 Overseas Highway Key Largo, Florida. Some members of the public participated via Communications Media Technology (CMT) using a Zoom Webinar platform, while other members of the public attended the meeting in person. Chairman David Rice called the meeting to order at 11:23 AM.

G-1 Roll Call. Present and answering roll call, in addition to Chairman David Rice, were Commissioner Craig Cates, Commissioner Michelle Lincoln, Commissioner Holly Raschein, and Commissioner Jim Scholl. Attending the meeting in person was Executive Director Cynthia Guerra. Attending via CMT were Senior Property Acquisition Specialist Mark Rosch, Property Specialist Dina Gambuzza, and Office Manager John Beyers.

G-2 Bulk Approvals. A motion was made by Commissioner Lincoln and seconded by Commissioner Scholl to approve items G-3 though G11 in bulk. There being no objections, the motion carried (5/0).

G-3 Approval of the minutes for the February 19, 2025 meeting.

G-4 Review of MCLA expenses for the time period of 2/1/25 through 2/28/25.

G-5 Monroe County Land Authority Executive Director Monthly Report for March 2025 (through February 28, 2025).

G-6 Approval of the 2025 Land Authority Acquisition List.

G-7 Approval of a contract to purchase Tier 2 property for conservation - Block 27, Lot 8, Eden Pines Colony Third Addition on Big Pine Key, near mile marker 30 from H. Victor Pettit for the price of $55,000.

G-8 Approval of a contract to purchase Tier 3 property for conservation - Block 5, Lot 7, Cahill Pines and Palms on Big Pine Key, near mile marker 30 from Linnie Seaburn for the price of $100,000.

G-9 Approval of a resolution approving an option agreement to sell pre-acquired Florida Forever land described as Lot 7, Block 24, Sands on Big Pine Key to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of $40,000; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents. [Resolution 24-2025]

G-10 Approval of a resolution approving an option agreement to sell pre-acquired Florida Forever land described by Parcel ID# 00112330-000000, 00112340-000000, 00317230-000000, and Lots 27 through 50, Long Beach Estates – Section A on Big Pine Key to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of $277,000; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents. [Resolution 25-2025]

G-11 Approval of a resolution approving an option agreement to sell pre-acquired Florida Forever land described as Lots 1 and 2 in Government Lot 3 on Sugarloaf Key (Parcel ID 00118090-000000 and 00118070-000400) to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the price of $156,000; authorizing the Chairman to execute same; and authorizing the Chairman to execute the deed and associated closing documents. [Resolution 26-2025]

There being no objections, the motion carried (5/0).

There being no further business, the meeting was adjourned at 11:24 AM.

Minutes prepared by: _____
Cynthia Guerra
Acting Executive Director

Approved by the Board on: _____

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: G4
2023-3759

BULK ITEM: No

DEPARTMENT: Land Authority Governing Board

TIME APPROXIMATE:
9:25 AM

STAFF CONTACT: Cynthia Guerra

AGENDA ITEM WORDING: Review of MCLA expenses for the time period of 3/1/25 through 3/31/25.

ITEM BACKGROUND:
N/A

PREVIOUS RELEVANT BOCC ACTION:
N/A

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

MCLA Exp March 2025.pdf

FINANCIAL IMPACT:
N/A

MCLA Expenses 25.03.01 - 25.03.31

MCLA Expenses
NO PR CHECKS: All Payroll Direct Deposited to Employee's Bank Account

Account	Vendor	Date of Payment	Amount
810	MCBOCC MCGRF (auto fuel)	03/07/25	$72.45
922	MCBOCC Group Ins.	03/07/25	$5,970.00
901	MCBOCC AT&T (CABS)	03/07/25	$657.00
876	Scull & Scull, P.A	03/07/25	$4,975.00
825	Advisory Committee Member	03/07/25	$100.00
825	Advisory Committee Member	03/07/25	$100.00
825	Advisory Committee Member	03/07/25	$100.00
825	Advisory Committee Member	03/07/25	$100.00
825	Advisory Committee Member	03/07/25	$100.00
922	MCBOCC Empl. Ins. Deduc.	03/07/25	$335.77
895	FKAA	03/07/25	$79.90
602	Marr & Associates	03/07/25	$750.00
862	ODP Bus. Solutions LLC (Office Depot)	03/07/25	$41.08
602	TranSystems Corp	03/07/25	$225.00
602	TranSystems Corp	03/07/25	$225.00
981	Xerox Corporation	03/07/25	$211.14
602	Oropeza Stones & Cardenas Land Purchase	03/20/25	$202,114.50
922	MCBOCC Group Ins.	03/21/25	$5,970.00
922	MCBOCC Empl. Ins. Deduc.	03/21/25	$358.77
602	Craven Thompson & Assoc.	03/21/25	$4,000.00
895	FKAA	03/21/25	$22.88
895	FKAA	03/21/25	$22.88
895	FKAA	03/21/25	$22.88
895	FKAA	03/21/25	$22.88
871	Oropeza Stones & Cardenas (Prof. Serv.)	03/21/25	$750.00
895	FKAA	03/21/25	$22.88
			$227,350.01

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: G5
2023-3760

BULK ITEM: No

DEPARTMENT: Land Authority Governing Board

TIME APPROXIMATE:
9:25 AM

STAFF CONTACT: Cynthia Guerra

AGENDA ITEM WORDING: Monroe County Land Authority Executive Director Monthly Report for April 2025 (through March 31, 2025).

ITEM BACKGROUND:
N/A

PREVIOUS RELEVANT BOCC ACTION:
N/A

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Monthly Report.pdf

FINANCIAL IMPACT:
N/A

MEMORANDUM

Office of Monroe County Land Authority

TO: Board of County Commissioners

FROM: Cynthia Guerra, MPA, CFM
Executive Director

DATE: April 16, 2025

SUBJECT: Monroe County Land Authority & County Monthly Acquisition/Disposition Report ending – March 31, 2025*
*Certain programs may not be reporting as of this date because of the way their revenues are collected

---

MONTHLY ACTIVITY REPORT

The Monroe County Land Authority (MCLA) receives recurring revenue for property acquisitions from two primary sources. Pursuant to section 380.0685, Florida Statutes, the Land Authority receives a **park surcharge** on admission and overnight occupancy at state parks within the unincorporated area of Monroe County and pursuant to section 125.0108, Florida Statutes, and sections 23-178 and 23-179, Monroe County Code, the Land Authority receives a 50% share of the 1% **tourist impact tax** charged on lodging in the Keys.

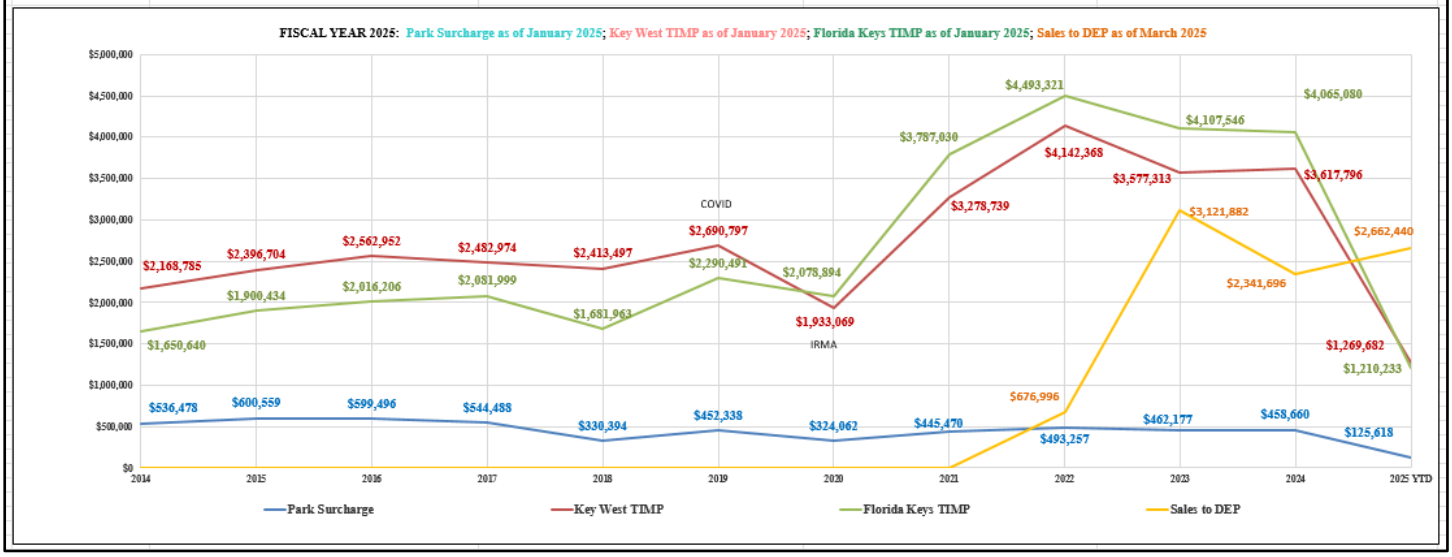
In addition to these recurring revenues, the Land Authority has received land acquisition grants from the State of Florida and the US Army Corps of Engineers in the past.

Beginning in FY22, MCLA has successfully worked with the Florida Department of Environmental Protection (FDEP) to allow MCLA to pre-acquire lands within Florida Forever and then resell the parcels to the State of Florida. The chart demonstrates the "revenue" MCLA is receiving as FDEP purchases the land from MCLA. The goal is for MCLA to sell $5 Million of land per year to FDEP, based on the Stewardship Bill. This is explained in more detail in the report.

The following chart demonstrates the previous 11 years of park surcharge and tourist impact tax revenue for the MCLA with the addition of the **FDEP resales**.

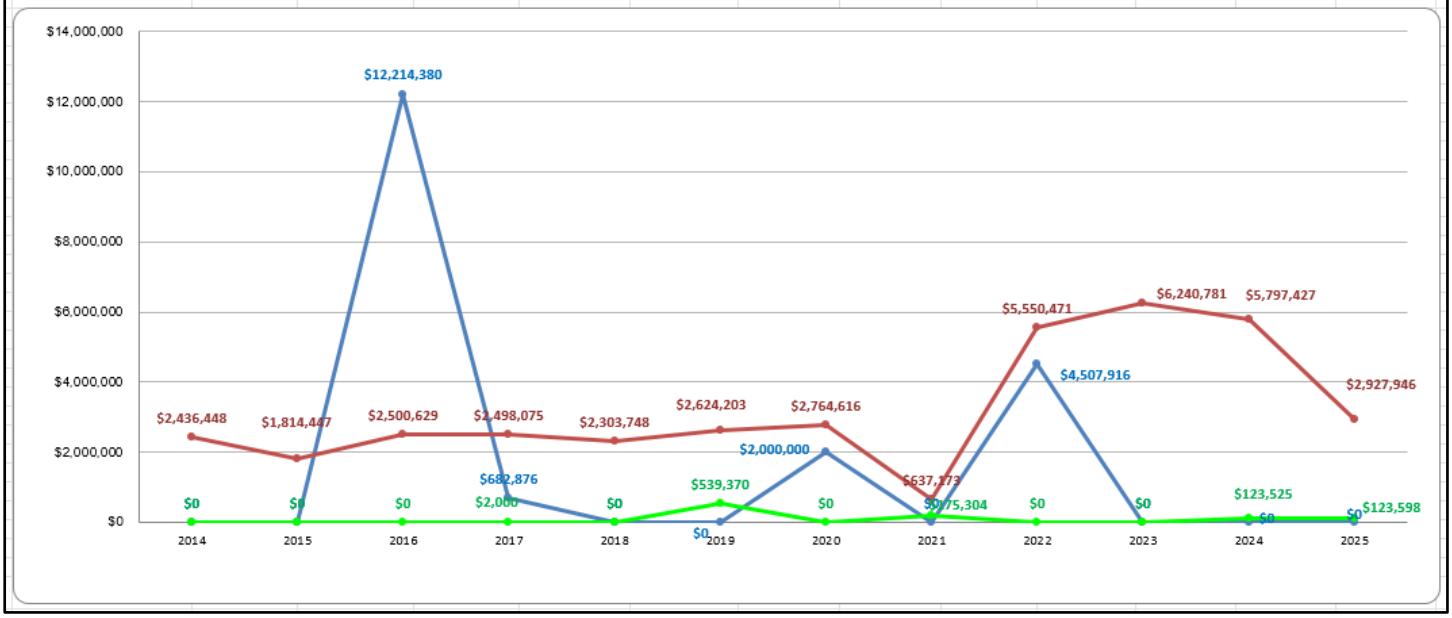
Monroe County Land Authority Revenue - 11 Years of Historic Data

Year	Park Surcharge	Key West TIMP	Florida Keys TIMP	Sales to DEP
2014	$536,478	$2,168,785	$1,650,640	$0
2015	$600,559	$2,396,704	$1,900,434	$0
2016	$599,496	$2,562,952	$2,016,206	$0
2017	$544,488	$2,482,974	$2,081,999	$0
2018	$330,394	$2,413,497	$1,681,963	$0
2019	$452,338	$2,690,797	$2,290,491	$0
2020	$324,062	$1,933,069	$2,078,894	$0
2021	$445,470	$3,278,739	$3,787,030	$0
2022	$493,257	$4,142,368	$4,493,321	$676,996
2023	$462,177	$3,577,313	$4,107,546	$3,121,882
2024	$458,660	$3,617,796	$4,065,080	$2,341,696
2025 YTD	$125,618	$1,269,682	$1,210,233	$2,662,440



Monroe County Land Authority Expenditures - 11 Years Historic Data

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Key West	$0	$0	$12,214,380	$682,876	$0	$0	$2,000,000	$0	$4,507,916	$0	$0	$0
Florida Keys	$2,436,448	$1,814,447	$2,500,629	$2,498,075	$2,303,748	$2,624,203	$2,764,616	$637,173	$5,550,471	$6,240,781	$5,797,427	$2,927,946
ROGO Reserve	$0	$0	$0	$2,000	$0	$539,370	$0	$175,304	$0	$0	$123,525	$123,598



The MCLA manages or partners in a variety of land acquisition and management programs. This report includes fiscal year-to-date progress for Land Authority activities which may include the following programs:

- MCLA Acquisitions/Dispositions
  - City of Marathon
  - Village of Islamorada
- Density Reduction Acquisition Program
- Less Than Fee Acquisition Program
- Administrative Relief Program
- Code Compliance Foreclosure Properties Reuse
- Affordable Housing
- Tourism-Based Sector Employee Housing Program
- Community Development Block Grant – Disaster Recovery (CDBG-DR) Voluntary Home Buyout Program
- Florida Forever Program
- Density Reduction Resale Program
- Conservation Land Stewardship Program

MCLA Acquisitions / Dispositions Contact: Mark Rosch 305-295-5180

The following table summarizes all acquisition projects where MCLA has acquired or assisted in the acquisition of real property interests since MCLA's first acquisition in Fiscal Year 1988 through Fiscal Year 2024.

All Projects By Type
FY 1988 - FY 2024

Project Type	Transactions	Parcels	Acres	Units	MCLA Expenditures
Conservation	1,758	4,750	4,113	0	$60,878,943
Density Reduction - FS	26	29	5	0	$123,525
Density Reduction - LTF	83	104	14	0	$0
Density Reduction - VHBP	21	23	17	0	$0
Affordable Housing	83	176	113	1,330	$60,463,271
Recreation	30	156	126	0	$7,276,697
Solid Waste	1	4	74	0	$2,212,500
Total	2,002	5,242	4,461	1,330	$130,954,935

The following budget outlook table demonstrates land the MCLA is currently working on acquiring or selling March 1, 2025, through March 31, 2025:

Budget Outlook as of 3/31/25

Inside Key West - General Acquisitions	
FY 25 Budget for general acquisitions	$145,647
FY 25 Expenditures to date	$0
FY 25 Encumbered by MCLA Resol	$0
FY 25 Potential Balance	$0

Inside Key West - Construction	
FY 25 Budget for Construction	$18,728,500
FY 25 Expenditures to date	$0
FY 25 Potential Construction Encumbrances	($16,170,457)
Bahama Villiage Lofts KW Resol 22-290	($4,028,250)
Bahama Villiage Lofts KW Resol 23-289	($900,000)
Bahama Village Lofts KW Resol 24-185	($1,242,207)
KWHA (45 or 54 new units) Poinciana KW Resol 24-137	($10,000,000)
FY 25 Potential Balance	$2,558,043

Note for FY 26: KW Continuum of Care/AH of Poinciana Resol 24-137	($2,800,000)

Outside Key West - General Acquisitions	
FY 25 Budget for general acquisitions	
FL Keys ACSC	$15,732,386
FY 25 Expenditures to date	($2,927,946)
Crawdaddy, Inc./Bahia Mar Estates (Lots 10 & 11)	($277,473)
Scott/Hibiscus Park	($253,548)
Bromley/Sands	($41,253)
KeysBlock&StuccoCorp/Sands	($238,373)
Hernandez-Lopez/Ramrod Shores Marina Section	($106,404)
Bo-Jo, Inc/Largo Hi-Lands	($392,648)
Rodriguez/Sugarloaf Key	($159,678)
Crawdaddy, Inc./Bahia Mar Estates (Lots 8 & 9)	($279,186)
30919 Edward Rd, LLC/Darios	($455,106)
Fried/Tavernier, Key Largo	($243,548)
Quehl/Cudjoe Acres	($76,242)
ShereManach/Ramrod Key Acreage	($202,377)
Roberts Estate/Kinercha	($202,115)
FY 25 Encumbered/Under contract	($1,717,304)
HFHLK/Dorn Road - Rainbow Beach	($21,301)
Pass/Marion Park (2 lots)	($51,273)
Walker Estate/Big Torch Key Acreage	($922,742)
Gonzalez/Thompsons	($71,382)
Lorenz, et al./Sands	($121,752)
Pettit/Eden Pines Colony Third Addition	($56,552)
Seaburn/Cahill Pines & Palms	($103,211)
Little Torch Key 3 LLC/Windward Beach Estates	($1,110)
Bryan Estate/Palm Villa	($112,611)
Paboto/Pamela Villa	($137,736)
Ward/Indian Mound Estates	($117,636)
FY 25 Potential Balance	$11,087,135

General Reserves	
FY 25 Contingency	$500,000
FY 25 End of Year Cash	$500,000

Outside Key West - Construction	
FY 25 Budget for Construction	$2,240,000
FY 25 Expenditures to date	$0
FY 25 Potential Constuction Encumbrances	($2,240,000)
The Landings at Sugarloaf Key/Sugarloaf Shores MCLA Resol 03-2	($2,240,000)
FY 25 Potential Balance	$0

Outside Key West - ROGO Reserve Fund	
FY 25 ROGO Reserve	
FL Keys ACSC	$3,293,248
FY 25 Expenditures to date	($123,598)
Fried/Harris Ocean Park Estates	($123,598)
FY 25 Encumbered/Under contract	($174,061)
BCD of the Keys/Anlers Park	($174,061)
FY 25 Potential Balance	$2,995,590

Outside Key West - MCLA Pre-Acquired: Sale to State of Florida	
FY 25 Revenue to date	$1,662,436
Ansell/Southern Pines	$49,496
Easter/Sands	$49,496
Ansell/Crains	$19,496
Atkinson/Sugarloaf Key Acreage	$599,496
ShepherdHillHolt/Summerland Ests Re-Sub No. 2	$14,496
Ronning/Ramrod Shores 1st Addition	$18,496
Smith/The Ladies Acre 1st Addition	$24,496
Borders/Pine Crest	$37,496
Novacek/Summerland Estates Re-sub No. 2	$114,496
Ramirez/Summerland Key Properties	$83,496
Marino/Summerland Key Properties	$59,496
Crawdaddy, Inc./Bahia Mar Estates (Lots 10 & 11)	$274,496
MarshallJostock/Bay Haven Section 3	$44,496
Rose/Crains	$33,496
CatesReynolds/Cudjoe Key Acreage	$239,496
FY 25 Future Sales to DEP under Contract	$748,000
Tropical Isles, Inc./Long Beach Estates	$277,000
Bromley/Sands	$40,000
Rodriguez/Sugarloaf Key	$156,000
Crawdaddy, Inc./Bahia Mar Estates (Lots 8 & 9)	$275,000
FY 25 Est. Future Sales to DEP NOT under Contract	$1,947,300
* HFHLK Dorn Road/Rainbow Beach	$19,000
* Luong/Palm Villa	$250,000
* Walker Estate/Big Torch Key Acreage	$906,300
* Gonzalez/Thompsons	$69,000
* Lorenz, et al./Sands	$120,000
* ShereManach/Ramrod Key Acreage	$200,000
* Quehl/Cudjoe Acres	$73,000
* Roberts Estate/Kinercha	$200,000
* Bryan Estate/Palm Villa	$110,000

* Estimated Sale Price

State of Florida Acquisitions	
FY 25 Florida Forever / Stewardship Acquisition Goal	**$5,000,000**
FY 25 State Expenditures to date	**$1,045,998**
Hussey/Big Pine Key Acreage	$1,045,998
FY 25 Goal Balance based on State Acquisition	**$3,954,002**
FY 25 Goal Balance based on Revenue to date, and state acquisitions	**$2,291,565**
FY 25 Goal Balance based on Revenue to date, future sales to DEP under contract, and state acquisitions	**$1,543,565**

13891

MCLA Acquisitions – City of Marathon Contact: Cynthia Guerra 305-295-5180

The City of Marathon adopted Resolution 2016-48 requesting the purchase of 432 parcels as conservation land. Most of these parcels are inside the Florida Forever project boundary. The City has agreed to manage any of the parcels MCLA acquires that are not ultimately conveyed to the State of Florida. To assist in the acquisition process, the City has provided habitat, density, and Transfer of Development Rights information for the 432 parcels. On December 12, 2023, the Marathon City Council approved an Interlocal Agreement between the City and MCLA to allow the City to contribute funds toward MCLA purchases if the price is above appraised value or to allow the City to fully fund the purchase if the City is acquiring the property and MCLA's staff is acting as the City's agent. The MCLA Governing Board approved the agreement on December 13, 2023. In FY 24, MCLA purchased 6 parcels of conservation land in Marathon. Of these acquisitions, 5 parcels were inside the Florida Forever project in Marathon, so MCLA resold those parcels to the State. The remaining parcel was outside Florida Forever, so MCLA conveyed that parcel to the City. To date for FY 25, no parcels have been acquired in the City of Marathon.

MCLA Acquisitions – Village of Islamorada Contact: Cynthia Guerra 305-295-5180

The Village of Islamorada passed Resolution 23-02-11 which requested the purchase of 68 parcels within the Village of Islamorada, wholly within the Florida Forever list. Islamorada has agreed to maintain any purchase made by the MCLA within the Village of Islamorada if MCLA purchases them and the State of Florida does not purchase them after they are pre-acquired. The resolution also provides acreage, assessed values, zoning, development rights, and habitat information useful to appraisers. Islamorada also passed Resolution 23-07-59 adding additional land to their acquisition priorities. On December 12, 2023, Islamorada Council reviewed a proposed Interlocal Agreement between Islamorada and MCLA to allow them to fund purchases over and above appraised value or outright purchases, with Land Authority staff acting as agents. The MCLA Governing Board approved the agreement on December 13, 2023. Land Authority staff worked on several purchases with Islamorada in FY24, but there were no acquisitions. To date, no parcels have been acquired in the Village of Islamorada in FY25. In early 2025, Village staff conducted outreach to vacant property owners, and MCLA is working with the Village on that effort.

Density Reduction Acquisition Program Contact: Paunece Scull 305-295-5180

The Density Reduction Program goal is to purchase lands that do not consist of significant habitat for the purpose of retiring the associated density (Transferable Development Rights or TDRs).

Since 2016 through the end of FY 24, the BOCC purchased 27 density reduction properties at a cost of $2,032,724.

FY 25 Progress: As of March 31, 2025, the BOCC has purchased 2 density reduction properties at a cost of $812,045. Additionally, the BOCC has received 1 density reduction property as a transfer from the Land Authority.

Less Than Fee Acquisition Program Contact: Paunece Scull 305-295-5180

The Less than Fee Program's goal is to purchase Development Rights from owners of lots zoned IS, IS-M and URM adjacent to the seller's primary residence. Property owners can continue to use the land for accessory, non-habitable space structures permitted by county land use regulations, such as a pool, open yard, or garage.

Since 2018 through March 31, 2025, the County acquired 104 Less than Fee Development Rights from 104 lots and spent a total of $5,438,631.

Less Than Fee Acquisitions by Year	
Fiscal Year	Number of Lots
2019	40
2020	**33**
2021	**2**
In response to the pandemic, LTF activities were suspended in April 2020, and authorized to resume in October 2021.	
2022	3
2023	5
2024	21
2025	0
Total:	**104**

FY 2025 Progress: Funds for FY 2025 are limited. As of March 31, 2025, there have been:

- 0 contracts signed by Sellers,
- 0 contracts approved by the Board, and
- 0 contracts closed.

ROGO Administrative Relief Program Contact: Mark Rosch 305-295-5180

Monroe County has a ROGO administrative relief program. Applicants who have been unsuccessful in obtaining a ROGO allocation after competing in the ROGO system for four years may apply to the County for administrative relief. Prior to processing an Administrative Relief purchase, County staff ask MCLA staff whether the site is a priority purchase. If MCLA responds affirmatively, then County staff request the BOCC to review the administrative relief application and if the BOCC determines the appropriate form of administrative relief is a purchase offer, MCLA offers to purchase the property. Acquisitions of this type are funded from the ROGO Reserve Fund in the MCLA budget. Applicants who decline MCLA's purchase offer may remain in the ROGO system and continue to compete for an allocation.

In FY 24 the BOCC referred a total of 5 properties (with requests for 6 allocations) to MCLA for purchase offers. Of this total, 2 properties were purchased by MCLA, 2 properties are currently under contract for purchase, and 1 applicant (1 property with a request for 2 allocations) declined MCLA's purchase offer. In FY 25 to date the BOCC has not referred any ROGO administrative relief properties to MCLA for purchase.

Code Compliance Foreclosure Properties Reuse Contact: Cynthia Guerra 305-295-5180

The Monroe County Code Compliance Department forecloses on long-term code liens through a process designated by the County Commission. After foreclosure, the land may be suitable for multiple uses within County Departments or may also be useful for conservation purposes or density reduction. It could also be eligible for the resale program. Because the Land Authority manages several of these programs on behalf of the County, the County Commission agreed through interlocal agreement to have the Land Authority coordinate the review and use of these sites.

Affordable Housing Contact: Cynthia Guerra 305-295-5180

Key West

Peary Court – MCLA assisted in this project by providing $12.5 million to maintain affordable housing. In 2022, KWHA provided a report indicating that some of the units did not meet the MCLA affordability criteria. In other words, the family income exceeds the maximum allowed income. MCLA staff, working with legal counsel, wrote a memorandum to Key West staff explaining non-compliance issue and correspondingly wrote a letter to the owner notifying him of the 4 non-compliant units and explaining that the leases of those 4 units should not be renewed unless the families occupying the units meet the income requirements found in the Statues. MCLA staff met with Peary Court owners and their attorney, and they proposed a revision to the deed restriction that would allow them to use three new code provisions the City of Key West adopted into their most recent Land Development Code, since the original deed restrictions were put in place in 2016. MCLA staff requested the property owners seek a resolution of support from the City of Key West Commission related to this request, prior to it being brought to the MCLA Governing Board. Key West staff have indicated they expect this to be reviewed by the Key West Commission, but it hasn't happened to date.

In summary, generally, the proposed changes allow:

- Income to be qualified by counting individual income (in the case of roommates), with a caveat that the grand total of all income must still be below the Land Authority maximum income of 160% of area median.
- Units to be rented to Monroe County residents (either already as residents or those moving into the County for work) as evidenced by driver's license, voter registration, and an employer verification as opposed to proving 70% of income is earned through employment within Monroe County
- Units to be rented to income qualified workers within Monroe but allow them to remain tenants if they retire or become disabled.

On December 4, 2023, Key House Housing Authority issued a memo that Peary Court is in compliance with the 2016 deed restrictions. MCLA is still awaiting information from the City as to whether they want to amend the deed restrictions.

KWHA Poinciana Housing Project (aka Poinciana Plaza 45-54 units) – The Key West Housing Authority (KWHA) is developing between 45 and 54 new units at Poinciana Plaza in the City of Key West. The number of units depends on variances for setbacks or other required approvals. The City of Key West requested $10,000,000 through Resolution 24-137 of construction funding from the Land Authority Key West fund.

MCLA will disburse $2,000,000 when KWHA receives and provides to the MCLA a written loan commitment from a lender for the entire project cost and a proforma showing the entire project cost, certified by a licensed design engineer or architect. MCLA will disburse the remaining $8,000,000 when KWHA provides MCLA with written confirmation from the City of Key West indicating permits are ready for issuance for between 45 and 54 new units. Upon acceptance of $2,000,000, the KWHA shall sign and record a Land Use Restriction Agreement

(LURA) restricting use of the subject property to affordable housing in accordance with section 380.0666(3)(a), Florida Statutes in perpetuity.

The City Commission's request for $10,000,000 is within the MCLA FY25 budgeted amount. The Advisory Committee voted to recommend approval in September and the Governing Board approved Resolution 01-2025 authorizing the funding on October 16, 2024.

KW Poinciana Plaza (Poinciana Housing Complex-Permanent Homeless Housing aka Continuum of Care) – The City of Key West through their Continuum of Care partner is developing a 20-bedroom, affordable rental project with a common area and kitchen for every 4 bedrooms, at Poinciana Plaza in the City of Key West. They requested $2,800,000 of funding from the Land Authority Key West fund. The City of Key West adopted Resolution 24-137 requesting $2,800,000 for construction funding, which will be disbursed to the City when the City provides written confirmation that permits for the 20 supportive housing units, comprised of 20-bedroom development are ready for issuance.

Upon acceptance of funds, the City shall sign and record a Land Use Restriction Agreement (LURA) shown in Exhibit A, restricting use of the subject property to affordable housing in accordance with section 380.0666(3)(a), Florida Statutes in perpetuity. The City Commission's request for $2,800,000 is within the proposed MCLA FY26 Budget, pending funding availability. The Advisory Committee voted to recommend approval in September and the Governing Board approved Resolution 02-2025 authorizing the funding on October 16, 2024.

KW The Lofts at Bahama Village

The City of Key West is developing 28 new units at The Lofts located at 318 Fort Street in Key West with Bahama Village on Fort, LTD, consisting of 18 two-bedroom units and 10 three-bedroom units. Key West adopted Resolutions requesting funding as follows:

Resolution 22-290: $4,028,250
Resolution 23-289: $ 900,000
Resolution 24-185: $1,242,207
$6,170,457

Each unit will be subsidized based on unit type and income level as follows:

INDIVIDUAL SUBSIDY AMOUNT PER UNIT TYPE

# of Units	Initial Purchase Price/Unit	Subsidy Investment/Unit	Non-Subsidized Cost/Unit	Income Level	Maximum Purchase Price/Unit	Bedroom Size	Total Subsidy
2	$80,578.00	$80,578.00	$161,156.00	Very-Low 60%	0.75 x AMI*	2-Bedroom	$161,156
1	$89,484.00	$89,485.00	$178,969.00	Very-Low 60%	0.75 x AMI*	3-Bedroom	$89,485
7	$161,156.00	$107,438.00	$268,594.00	Low 61%-80%	1.5 x AMI*	2-Bedroom	$752,066
4	$178,969.00	$119,312.00	$298,281.00	Low 61%-80%	1.5 x AMI*	3-Bedroom	$477,248
9	$376,031.00	$322,313.00	$698,344.00	Median/Middle 81%-140%	3.5 x AMI*	2-Bedroom	$2,900,817
5	$417,594.00	$357,937.00	$775,531.00	Median/Middle 81%-140%	3.5 x AMI*	3-Bedroom	$1,789,685

TOTAL $6,170,457

Funds will be disbursed to the City of Key West upon recordation of the condominium documents. Units are deed restricted in perpetuity at income limits less than 160% of Area Median Income. Key West may deed restrict the units further, based on the income levels they wish to serve as shown above in the table. Subsidy amounts are assumable by a future purchaser of a condominium unit, upon proof of income eligibility. The Advisory Committee voted to recommend approval in September and the Governing Board approved Resolution 03-2025 authorizing the funding on October 16, 2024.

Monroe County

Scattered Sites/MC Employee Housing – BOCC funded $1 Million for construction in FY23 to build 4 housing units. On 1/18/23, MCLA Governing Board approved conveyance of 4 lots on Big Pine Key: (RE# 00300180-000100, 190 Sands Road; RE# 00300180-000200, 180 Sands Road; RE# 00300180-001700, 170 Sands Road; and RE# 00300180-001800, 160 Sands Road) to the County and 1 ROGO exemption from Suarez property to Monroe County for use in this program. County planning staff submitted a minor conditional use application to transfer the market rate ROGO exemptions from their current location to the 4 lots on Big Pine referenced above. This application was heard by the Development Review Committee on March 28, 2023. The ROGO exemptions were transferred to the Sands Road lots, the lots have been conveyed to the County and are awaiting a plan for funding the residential development.

The Landings at Sugarloaf – A development firm acquired the parcel for development of a large housing development. The neighborhood objected and was able to settle with the developer on development of a project subject to a Settlement Agreement. MCLA was solicited to assist and it was determined that construction funding was an appropriate option to support the project, rather than the more typical land purchase and lease, because the land is encumbered by the settlement agreement that would create unwanted liabilities for the County and Land Authority. On January 31, 2024, the BOCC approved Resolution 037-2024 nominating the project for construction funding and the Governing Board approved Resolution 03-2024 for up to $2,240,000 in construction funding for 56 affordable housing units. The Governing Board also approved hiring Hana Eskra to assist in review of the development proforma and Dirst Housing Development Corporation to conduct a Subsidy Layering Report. Approval of the proforma and the report will be required for the Land Authority to get Governing Board approval of a final determined amount of construction funding needed. The BOCC approved Resolution 114-2025 on February 19, 2025 which extended the reservation of 56 affordable housing ROGO allocations (55 low income and 1 moderate income) until December 31, 2025. Land Authority is still awaiting the proforma and Subsidy Layering Report.

Habitat for Humanity (Cudjoe Shores 4 plex, Lower Keys) – MCLA provided a $400,000 loan to Habitat for them to purchase a site to construct 4 affordable housing units. Habitat has selected families for the homes and received Certificate of Occupancy #1145178 on November 20, 2024. Habitat conveyed the property to Monroe County and has entered into a 99-year lease subject to a Land Use Restriction Agreement ensures compliance with affordable housing requirements. With the transfer of the land to the County, execution of the lease, and receipt of the Certificate of Occupancy, Habitat for Humanity has completed all the requirements to be released from the mortgage. The Satisfaction of Mortgage was completed on November 4, 2023. Families were able to enjoy the 2024 holiday season in their new homes. This project is completed.

Habitat for Humanity (Lower Keys) (Conch Republic 4 sites) – MCLA purchased 4 sites for $468,000 with 4 ROGO exemptions and conveyed them to the County. These sites were approved on the 12/13/23 BOCC agenda to lease to Habitat. Habitat has purchased 4 modular homes. Site preparation for the modular homes has either begun or will begin before June. Families have been selected for all of the sites, which include:

- Site 6: RE # 00308490-000000; 31530 Avenue D, (corner of 5th Street and Avenue D); bay side of Big Pine Key near MM 31; Block 22, Lot 11, Big Pine Cove (PB 3-131). Variance application was submitted in September 2024 and is undergoing review.

- Site 7: RE #00300250-000000; 30936 Nathalie Street; bayside of Big Pine Key, MM 31; Block 3, Lot 5, Sam-N-Joe Subdivision (PB 3-76). County building permit issued 12/9/24, and site preparation began in March.
- Site 9: RE #00222830-000000; 28269 Julia Avenue; MM 28, bay side of Little Torch Key; Block 1, Lot 8, Amended Plat of Ladies Acre. County building permit issued 12/9/24 and the modular is onsite. The new owners should be in residence in April.
- Site 10: RE #00222830-000100; 28249 Julia Avenue; MM 28, bay side of Little Torch Key; Block 1, Lot 9, Amended Plat of Ladies Acre. County building permit issued 10/21/24 and the modular is onsite. The new owners should be in residence in May.

The following sites were also acquired by MCLA and then conveyed to BOCC for Habitat development. Site preparation for the modular homes has begun or will begin before July. Families have been selected for all of these sites, which were on the 12/13/23 BOCC agenda to lease to Habitat:

- RE# 00305070-000000, 31142 Avenue F, bayside of Big Pine Key near mile marker 31, Lot 13, Block 36, Sands Subd. (PB 1-65). County building permit issued 9/13/24 and site preparation started in February.
- RE# 00305850-000000, 31371 Avenue F, bayside of Big Pine Key near mile marker 31, Lot 7, Block 41, Sands Subdivision (PB 1-65). County building permit issued 8/29/24 and the modular is onsite. The new owners should be in residence in April.
- RE# 00305880-000000, 31372 Avenue G, bayside of Big Pine Key near mile marker 31, Lot 10, Block 41, Sands Subdivision (PB 1-65). County building permit issued 9/13/24 and site preparation started in February.
- RE# 00307000-000000; 31250 Avenue I; bay side of Big Pine Key near mile marker 31, Lot 9, Block 49, Sands Subdivision (PB 1-65). A variance was approved and site preparation should start in May.

Additional sites have been acquired by MCLA have been conveyed and leased or are programmed for the conveyance and lease in the coming months, including:

- RE# 00300580-0000000, 252 Sands Rd, bayside of Big Pine Key near mile marker 31, Lot 18, Block 2, Darios Subdivision (PB3-92)
- RE# 00111360-000500, 81 County Rd, bayside of Big Pine Key near mile marker 31, meets and bounds in Section 26 Township 66 Range 29
- RE# 00302940-000000, 31373 Avenue C, bayside of Big Pine Key near mile marker 31, Lot 8, Block 24, Sands Subdivision (PB1-65)
- RE# 00308540-000000, 31568 Ave D, bayside of Big Pine Key near mile marker 31, Lot 16, Block 22, Big Pine Cove (PB1-131)
- RE# 00308540-000100, 31562 Ave D, bayside of Big Pine Key near mile marker 31, Lot 15, Block 22, Big Pine Cove (PB1-131)
- RE# 00308540-000200, 31574 Ave D, bayside of Big Pine Key near mile marker 31, Lot 7, Block 22, Big Pine Cove (PB1-131)
- RE# 00300390-000000 and 00300390-000100, 30919 Edwards Rd A & B, bayside of Big Pine Key near mile marker 31, Lot 9, Block 1, Sands Subdivision (PB3-92)

Habitat for Humanity (Middle Keys): Habitat for Humanity Middle Keys requested MCLA purchase a duplex lot for future affordable housing development. MCLA staff obtained a contract from seller Lam and the property purchase was on the April 17, 2024 agenda. The Marathon City Council approved Resolution 2024-45 approving a long-term lease between the City and Habitat for Humanity of the Middle Keys for the development of 2 affordable housing units on the property. The parcel was conveyed to Marathon, and the warranty deed and LURA were recorded on August 23, 2024.

Habitat for Humanity (Upper Keys): In June 2023, the Board of County Commissioners reserved 10 low income category affordable ROGO allocations for Habitat for Humanity Upper Keys. Upper Keys Habitat then requested MCLA purchase 10 lots for affordable housing development. In 2024, the Governing Board approved purchases which be leased to Upper Keys Habitat to redevelop with 9 affordable housing units. MCLA will convey sites to BOCC and then BOCC will lease to Habitat. One more parcel is being sought to complete the inventory.

Tourism-Based Sector Employee Housing Program Contact: Cynthia Guerra 305-295-5180

Monroe County has successfully identified $35M of surplus Tourist and Development Council (TDC) funds that can be used to purchase or develop housing units to provide affordable housing for employees of tourism-related businesses. The law that allows these funds to be used for this purpose require a maximum income of 120% of the area median income. The Interlocal Agreement between Monroe County and MCLA was modified in November 2024 to allow the MCLA to assist the County in the implementation of the program. MCLA's primary role will be to assist in the acquisition of land and residential structures. MCLA is working with the County Administrator and the Monroe County Housing Authority to identify parcels to acquire.

Community Development Block Grant / Disaster Recovery (CDBG-DR) Voluntary Home Buyout Program Contact: Cynthia Guerra 305-295-5180

The Voluntary Home Buyout Program (VHBP) goal is to purchase property damaged by Hurricane Irma using a $15 million grant from the State of Florida after Hurricane Irma, to eliminate future flood risk and assist vulnerable populations in low-moderate income areas.

In total, 87 VHBP applications were received by staff and the County's consultants, Tetra Tech. Of the 87 applicants, 21 eligible applicants sold their parcels to the County through VHBP closings, and the remaining 66 either voluntarily withdrew or were deemed ineligible. The acquisitions expended just over $12.4 million of the $15 million grant with the remaining moneys being used for surveys, appraisals, demolition, environmental reviews, title reviews, closings and grant administration. In May 2024, a 1-year extension to the grant agreement was executed between DEO (now Florida Commerce) and the County to assure there is time to complete the demolitions and close out all necessary grant administrative requirements. The new grant agreement termination date is June 3, 2025. The final demolition began in March and grant activities should be completed on time.

Twenty-one VHBP purchase contracts were approved by BOCC. All these transactions have closed, expending a total of $12,438,105.31 for VHBP acquisitions. The 21 transactions have retired 22.49 development rights (21 market rate ROGO Exemptions and 1.49 Transferable Development Right). All of the market rate ROGO Exemptions available from VHBP transactions are being moved to the Administrative Relief Pool for market rate allocations.

Florida Forever Program Contact: Mark Rosch 305-295-5180

The State of Florida has made substantial investments in the Florida Keys purchasing conservation land pursuant to the Florida Forever Program. This program is administered by the Florida Department of Environmental Protection (DEP). The State has established three Florida Forever projects in the Keys:

- North Key Largo Hammocks
- Coupon Bight / Key Deer
- Florida Keys Ecosystem

As the end of ROGO approaches, the State's long-standing acquisition efforts are essential to reduce future liability. DEP should aggressively pursue land acquisition in the Keys because over 3,500 privately-owned vacant, undeveloped parcels lie within the Florida Forever project boundaries.

The Land Authority is assisting in this effort by serving as a local partner with DEP, pursuant to a memorandum of agreement between DEP and the County. In this role, the Land Authority helps locate suitable properties with willing sellers for DEP, obtains due diligence products for DEP, and pre-acquires conservation land for resale to the State. Since July 1, 2016, with the passage of the Florida Keys Stewardship Bill, DEP has spent approximately $14,216,222 and retired 177.2 development rights as of March 31, 2025.

The goal is for DEP to spend $5 million annually on acquisition in the Florida Forever boundary.

The table below demonstrates the annual expenditures by DEP, since passage of the Florida Keys Stewardship Bill through March 31, 2025:

STATE FISCAL YEAR	STATE PURCHASES FROM PRIVATE SELLERS*	STATE PURCHASES OF PRE-ACQUIRED LAND FROM MCLA*	TOTAL STATE PURCHASES*
2017	$0	$0	$0
2018	$709,246	$0	$709,246
2019	$2,037,381	$0	$2,037,381
2020	$1,177,841	$0	$1,177,841
2021	$695,492	$0	$695,492
2022	$89,732	$607,323	$697,055
2023	$210,828	$2,924,856	$3,135,684
2024	$0	$2,338,813	$2,338,813
2025 YTD	$1,045,998	$2,378,712	$3,424,710
TOTAL	$5,966,518	$8,249,704	$14,216,222

*Includes soft costs such as Appraisals, surveying, etc.

Since the goal of DEP spending $5 million annually under the Stewardship Bill has not been achieved by the State making direct purchases from private sellers, Land Authority and DEP staff established a system during 2022 where MCLA pre-acquires land in Florida Forever projects for resale to the State. As of March 31, 2025, this system has successfully resulted in the State purchasing $8,249,704 of pre-acquired property from MCLA since July 1, 2016 and $5,966,518 in direct purchases since July 1, 2016 for a total of $14,216,222. The following demonstrates the pre-acquisitions.

- MCLA/Radenhausen/Port Pine Heights 2nd Addition – Closed $ 46,123
- MCLA/Messera Selman/Cutthroat Harbor Estates – Closed $ 561,200
- MCLA/Carbonell/No Name Key – Closed $ 103,555
- MCLA/Epifano/Crains – Closed $ 38,686
- MCLA/Jattan/Sands – Closed $ 50,752
- MCLA/Koleda/Southern Pines, Kinercha, Sands - Closed $ 979,841
- MCLA/Vero Atlantic 2/Crains - Closed $ 215,891
- MCLA/Ackert - Closed $ 50,752
- MCLA/CarawanHacker – Closed $ 57,507
- MCLA/Coto -Closed $ 20,455
- MCLA/Adams – Closed $ 19,755
- MCLA/Wagner – Closed $ 40,697
- MCLA/Silva – Closed $ 76,747
- MCLA/PilafianHOPE – Closed $ 39,561
- MCLA/Morris – Closed $ 318,065

- MCLA/Alessandrini – Closed $ 129,681
- MCLA/McCullough – Closed $ 126,326
- MCLA/Garcia – Closed $ 97,172
- MCLA/Sea Air Holdings - Closed $ 19,755
- MCLA/DaCosta – Closed $ 233,122
- MCLA/Glidden – Closed $ 51,677
- MCLA/Klimeck – Closed $ 51,677
- MCLA/Knowles -Closed $ 79,322
- MCLA/Valle – Closed $ 20,505
- MCLA/Gerson – Closed $ 51,677
- MCLA/Barnes – Closed $ 51,677
- MCLA/Pilafian KLP – Closed $ 99,539
- MCLA/Murphy – Closed $ 51,677
- MCLA/HFHLK Hilda – Closed $ 16,953
- MCLA/GilC – Closed $ 85,866
- MCLA/Dalsin – Closed $ 173,038
- MCLA/Suarez - Closed $ 113,052
- MCLA/QuincosesRuiz - Closed $ 101,147
- MCLA/HFH Rocky Rd - Closed $ 200,697
- MCLA/Specht - Closed $ 60,925
- MCLA/HFH Cudjoe Acres - Closed $ 81,255
- MCLA/LopezRaymond - Closed $ 20,505
- MCLA/HFH Kings Row - Closed $ 38,820
- MCLA/GonzalezMY - Closed $ 68,973
- MCLA/McSwain - Closed $ 121,697
- MCLA/HFH Mad Bob Rd - Closed $ 105,485
- MCLA/Nall - Closed $ 50,602
- MCLA/Page - Closed $ 51,677
- MCLA/GilBessonValdivia - Closed $ 68,973
- MCLA/Little – Closed $ 67,162
- MCLA/Weiss - Closed $ 26,539
- MCLA/Albury – Closed $ 59,366
- MCLA/Pass – Closed $ 325,235
- MCLA/Ruiz Trust - Closed $ 56,705
- MCLA/Boyd – Closed $ 20,505
- MCLA/Nelson - Closed $ 203,887
- MCLA/Tailored Homes, LLC – Closed $ 56,705
- MCLA/Yingst – Closed $ 81,844
- MCLA/Weinstein – Closed $ 68,973
- MCLA/Espinosa – Closed $ 17,422
- MCLA/HFHLK/Biggar – Closed $ 345,588
- MCLA/Sakowski – Closed $ 142,041
- MCLA/Ansell Southern Pines – Closed $ 51,677
- MCLA/Easter – Closed $ 51,677
- MCLA/Ansell Crains – Closed $ 20,436
- MCLA/Atkinson – Closed $ 634,002
- MCLA/ShepherdHillHolt – Closed $ 16,497
- MCLA/Ronning -Closed $ 20,505
- MCLA/Smith – Closed $ 26,864

• MCLA/Borders – Closed	$ 39,936
• MCLA/Novacek -Closed	$ 117,452
• MCLA/Ramirez – Closed	$ 84,791
• MCLA/Marino – Closed	$ 60,658
• MCLA/Crawdaddy Lots 10 & 11– Closed	$ 276,724
• MCLA/MarshallJostock – Closed	$ 45,575
• MCLA/Rose – Closed	$ 34,514
• MCLA/CatesReynolds	$ 241,536
	$ 8,249,704

The pre-acquisition system has been effective in increasing the pace of State closings. As of March 31, 2025, MCLA has either purchased or has a contract to purchase the following properties that are "in the pipeline" for ultimate resale to the State:

- Tropical Isles, Inc./Long Beach Estates
- Bromley/Sands
- Rodriguez/Sugarloaf Key
- Crawdaddy/Bahia Mar Estates (Lots 8 & 9)
- HFHLK Dorn Rd/Rainbow Beach
- Luong/Palm Villa
- Walker Estate/Big Torch Key
- Gonzalez/Thompsons
- Lorenz/Sands
- ShereManach/Ramrod Key Acreage
- Quehl/Cudjoe Acres
- Roberts Estate/Kinercha
- Bryan/Pam Villa

Density Reduction Resale Program Contact: Paunece Scull 305-295-5180

The Monroe County Land Authority manages the County's density reduction efforts. When buildable lots are acquired under the Density Reduction Program, they may be resold to homeowners of contiguous properties or to Property Owner Associations, without the ability of the purchaser to ask for a Rate of Growth Ordinance (ROGO) allocation to build a residential unit with all density stripped from the land.

The County Commission adopted an ordinance establishing a "Resale Program" on January 21, 2022.

Duck Key

To date, 12 parcels have been resold on Duck Key. They were originally acquired for $940,853 with development rights. The County successfully resold them without development rights for $486,992, an average of $40,583 per Transferrable Development Right (TDR).

Tropical Bay Estates

Following the ordinance, the BOCC adopted a resolution authorizing resale of 9 lots in Tropical Bay Estates under this program. Of the 9 lots, staff only received bids on 2 lots. These lots were originally acquired for $95,051 with development rights. Both bids were approved by the BOCC on May 18, 2022, and closed in June and July 2022 for a total of $60,100, an average of $30,050 per Transferrable Development Right (TDR).

Conservation Land Stewardship Program Contact: Beth Bergh 305-289-6313

The Monroe County Conservation Land Stewardship Program manages conservation properties owned by the Monroe County Land Authority as well as those conservation properties owned by the Board of County Commissioners (like lots dedicated to the County for conservation). Additionally, the program manages state-owned conservation properties where the County is the designated land manager, via lease agreements. Currently, the Land Stewardship staff manages approximately 3,955 County parcels (MCLA & BOCC combined) and 709 state-owned parcels.

Management activities on the conservation properties include invasive exotic plant removal, habitat restoration, native planting projects, cleanup of solid waste, and hazard tree trimming.

The following table shows updated land management statistics for the month of December 2024:

MONTH	YEAR	# of BOCC Parcels Managed	Acreage of BOCC parcels	# of MCLA Parcels Managed	Acreage of MCLA Parcels	# of State-owned parcels managed
December	2024	1,184	683	2,771	1,180	708

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: G6
2023-3769

BULK ITEM: No

DEPARTMENT: Land Authority Governing Board

TIME APPROXIMATE:
9:25 AM

STAFF CONTACT: Cynthia Guerra

AGENDA ITEM WORDING: Approval to accept the donation of Tier 3 property for conservation - Block 6, Lots 5, 6, and 7, Windward Beach Estates on Little Torch Key, near mile marker 28 from Little Torch Key 3 LLC.

ITEM BACKGROUND:

This acquisition is proposed to protect the natural environment. The subject property is located on Jamaica Lane on the bay side of Little Torch Key.

Purchase Price and Estimated Closing Costs:

- Purchase Price: $0.00
- Cost of Appraisal: $0.00
- Cost of Survey: $0.00
- Closing Fee: $350.00
- Attorney Fee and Mobile Notary Fees: $725.00
- Recording Fees: $35.50
- Total Costs: $1,110.50

Attributes of the Subject Property:

- Parcel ID#: 00222440-000000, 00222450-000000, and 00222460-000000
- Size: 18,000 square feet
- Tier Designation: Tier 3 – Infill Area
- Zoning Designation: Improved Subdivision (IS)
- Future Land Use Map Designation: Residential Medium (RM)
- Vegetation: Buttonwood and mangroves (red flag wetlands).
- Acquisition List Qualification: This property qualifies because it is Tier 3 with significant habitat and connectivity.
- Florida Forever Boundary: This property is outside the Florida Forever boundary.

- Transferrable Development Rights (TDRs): 3 TDRs (estimate)
- Cost per TDR: Not applicable. This is a donation.
- ROGO Dedication Points: 6 points (estimate)
- Cost per ROGO Dedication Point: Not applicable. This is a donation.

ADVISORY COMMITEE ACTION: On March 26, 2025 the Committee voted 5/0 to recommend accepting the donation of this property.

PREVIOUS RELEVANT BOCC ACTION:

None.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Aerial Photograph
Property Record Card

FINANCIAL IMPACT:
N/A

Block 6, Lots 5, 6, and 7, Windward Beach Estates

Little Torch Key



PROPERTY RECORD CARD

Disclaimer

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Summary

Parcel ID	00222440-000000
Account#	1289663
Property ID	1289663
Millage Group	100H
Location Address	VACANT LAN JAMAICA Ln, LITTLE TORCH KEY
Legal Description	BK 6 LT 5 WINDWARD BEACH ESTATES LITTLE TORCH KEY PB4-131 OR320-137 PROB81-203-CP-23 OR861-347 OR2248-1486/87 OR2780-1407/08 (Note: Not to be used on legal documents.)
Neighborhood	675
Property Class	VACANT RES (0000)
Subdivision	WINDWARD BEACH ESTATES
Sec/Twp/Rng	21/66/29
Affordable Housing	No

Owner

LITTLE TORCH KEY 3 LLC
1 E Broward Blvd
Ste 1800
Fort Lauderdale FL 33301

Valuation

		2024 Certified Values	2023 Certified Values	2022 Certified Values	2021 Certified Values
+	Market Improvement Value	$0	$0	$0	$0
+	Market Misc Value	$0	$0	$0	$0
+	Market Land Value	$61,200	$67,320	$61,200	$47,430
=	Just Market Value	**$61,200**	**$67,320**	**$61,200**	**$47,430**
=	Total Assessed Value	**$61,200**	**$57,390**	**$52,173**	**$47,430**
-	School Exempt Value	$0	$0	$0	$0
=	School Taxable Value	**$61,200**	**$67,320**	**$61,200**	**$47,430**

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2024	$61,200	$0	$0	$61,200	$61,200	$0	$61,200	$0
2023	$67,320	$0	$0	$67,320	$57,390	$0	$67,320	$0
2022	$61,200	$0	$0	$61,200	$52,173	$0	$61,200	$0
2021	$47,430	$0	$0	$47,430	$47,430	$0	$47,430	$0
2020	$47,430	$0	$0	$47,430	$47,124	$0	$47,430	$0
2019	$42,840	$0	$0	$42,840	$42,840	$0	$42,840	$0
2018	$43,260	$0	$0	$43,260	$43,260	$0	$43,260	$0

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

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
RESIDENTIAL DRY UNPERMITTED (01DM)	6,000.00	Square Foot	60	100

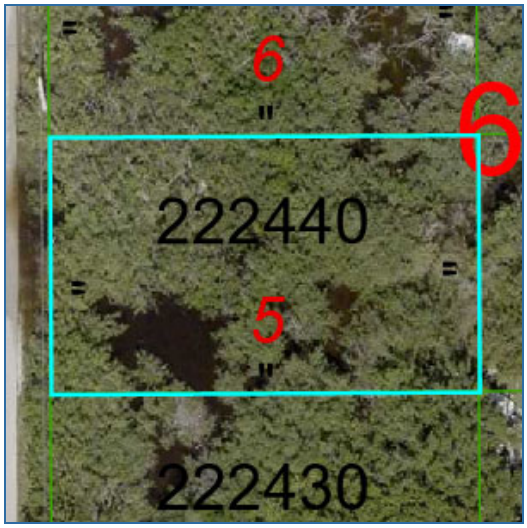
Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
1/22/2016	$81,000	Warranty Deed		2780	1407	37 - Unqualified	Vacant		
10/26/2006	$1	Warranty Deed		2248	1486	M - Unqualified	Vacant		
6/1/1982	$5,000	Warranty Deed		861	347	Q - Qualified	Vacant		

View Tax Info

View Taxes for this Parcel

Map



TRIM Notice

2024 TRIM Notice (PDF)

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Summary

Parcel ID	00222450-000000
Account#	1289671
Property ID	1289671
Millage Group	100H
Location Address	VACANT LAN JAMAICA Ln, LITTLE TORCH KEY
Legal Description	BK 6 LT 6 WINDWARD BEACH ESTATES LITTLE TORCH KEY PB4-131 OR500-994 OR701-881 OR768-99 OR832-229 OR2248-1486/87 OR2780-1407/08 (Note: Not to be used on legal documents.)
Neighborhood	675
Property Class	VACANT RES (0000)
Subdivision	WINDWARD BEACH ESTATES
Sec/Twp/Rng	21/66/29
Affordable Housing	No

Owner

LITTLE TORCH KEY 3 LLC
1 E Broward Blvd
Ste 1800
Fort Lauderdale FL 33301

Valuation

		2024 Certified Values	2023 Certified Values	2022 Certified Values	2021 Certified Values
+	Market Improvement Value	$0	$0	$0	$0
+	Market Misc Value	$0	$0	$0	$0
+	Market Land Value	$61,200	$67,320	$61,200	$47,430
=	Just Market Value	**$61,200**	**$67,320**	**$61,200**	**$47,430**
=	Total Assessed Value	**$61,200**	**$57,390**	**$52,173**	**$47,430**
-	School Exempt Value	$0	$0	$0	$0
=	School Taxable Value	**$61,200**	**$67,320**	**$61,200**	**$47,430**

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2024	$61,200	$0	$0	$61,200	$61,200	$0	$61,200	$0
2023	$67,320	$0	$0	$67,320	$57,390	$0	$67,320	$0
2022	$61,200	$0	$0	$61,200	$52,173	$0	$61,200	$0
2021	$47,430	$0	$0	$47,430	$47,430	$0	$47,430	$0
2020	$47,430	$0	$0	$47,430	$47,124	$0	$47,430	$0
2019	$42,840	$0	$0	$42,840	$42,840	$0	$42,840	$0
2018	$43,260	$0	$0	$43,260	$43,260	$0	$43,260	$0

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

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
RESIDENTIAL DRY UNPERMITTED (01DM)	6,000.00	Square Foot	60	100

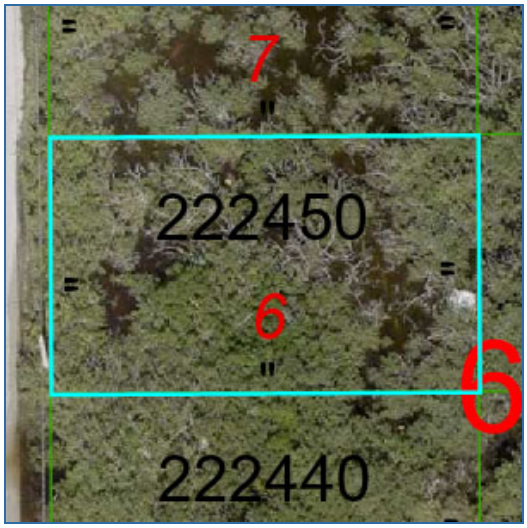
Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
1/22/2016	$81,000	Warranty Deed		2780	1407	37 - Unqualified	Vacant		
10/26/2006	$65,000	Warranty Deed		2248	1486	M - Unqualified	Vacant		
4/1/1981	$5,000	Warranty Deed		832	229	Q - Qualified	Vacant		
8/1/1978	$3,000	Conversion Code		768	99	Q - Qualified	Vacant		

View Tax Info

View Taxes for this Parcel

Map



TRIM Notice

2024 TRIM Notice (PDF)

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Summary

Parcel ID	00222460-000000
Account#	1289680
Property ID	1289680
Millage Group	100H
Location Address	VACANT LAN JAMAICA Ln, LITTLE TORCH KEY
Legal Description	BK 6 LT 7 WINDWARD BEACH ESTATES LITTLE TORCH KEY PB4-131 OR335-505 OR1001-2340 OR2248-1498/99 OR2780-1407/08 (Note: Not to be used on legal documents.)
Neighborhood	675
Property Class	VACANT RES (0000)
Subdivision	WINDWARD BEACH ESTATES
Sec/Twp/Rng	21/66/29
Affordable Housing	No

Owner

LITTLE TORCH KEY 3 LLC
1 E Broward Blvd
Ste 1800
Fort Lauderdale FL 33301

Valuation

		2024 Certified Values	2023 Certified Values	2022 Certified Values	2021 Certified Values
+	Market Improvement Value	$0	$0	$0	$0
+	Market Misc Value	$0	$0	$0	$0
+	Market Land Value	$61,200	$67,320	$61,200	$47,430
=	Just Market Value	**$61,200**	**$67,320**	**$61,200**	**$47,430**
=	Total Assessed Value	**$61,200**	**$57,390**	**$52,173**	**$47,430**
-	School Exempt Value	$0	$0	$0	$0
=	School Taxable Value	**$61,200**	**$67,320**	**$61,200**	**$47,430**

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2024	$61,200	$0	$0	$61,200	$61,200	$0	$61,200	$0
2023	$67,320	$0	$0	$67,320	$57,390	$0	$67,320	$0
2022	$61,200	$0	$0	$61,200	$52,173	$0	$61,200	$0
2021	$47,430	$0	$0	$47,430	$47,430	$0	$47,430	$0
2020	$47,430	$0	$0	$47,430	$47,124	$0	$47,430	$0
2019	$42,840	$0	$0	$42,840	$42,840	$0	$42,840	$0
2018	$43,260	$0	$0	$43,260	$43,260	$0	$43,260	$0

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Land

Land Use	Number of Units	Unit Type	Frontage	Depth
RESIDENTIAL DRY UNPERMITTED (01DM)	6,000.00	Square Foot	60	100

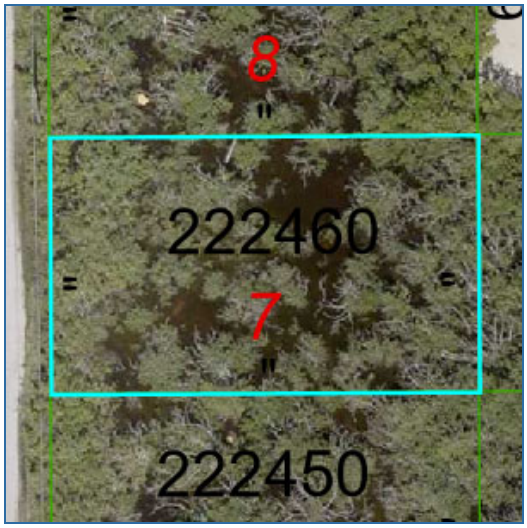
Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
1/22/2016	$81,000	Warranty Deed		2780	1407	37 - Unqualified	Vacant		
10/26/2006	$35,000	Warranty Deed		2248	1498	M - Unqualified	Vacant		

View Tax Info

View Taxes for this Parcel

Map



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2024 TRIM Notice (PDF)

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COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: G7
2023-3821

BULK ITEM: No

DEPARTMENT: Land Authority Governing Board

TIME APPROXIMATE:
9:25 AM

STAFF CONTACT: Cynthia Guerra

AGENDA ITEM WORDING: Approval of a contract to purchase Tier 1 property for conservation - Block 18, Lots 11 and 12, Palm Villa on Big Pine Key near mile marker 30 from the Estate of Dorrie Bryan for the price of $110,000.

ITEM BACKGROUND:

This acquisition is proposed to protect property rights and the natural environment and to reduce potential liability for takings suits. The subject property is located at the corner of Division Street and Poinciana Road on the bay side of Big Pine Key.

Purchase Price and Estimated Closing Costs:

- Purchase Price: $110,000.00
- Cost of Appraisal: $750.00 (paid by the BOCC and eligible for reimbursement by DEP)
- Cost of Survey: $0.00
- Title Fees & Insurance: $1,100.00
- Attorney Fee and Mobile Notary Fees: $725.00
- Recording Fees: $35.50
- Total Costs: $112,610.50

Attributes of the Subject Property:

- Parcel ID#: 00281120-000000 and 00281130-000000
- Size: 12,500 square feet
- Tier Designation: Tier 1 – Natural Area
- Zoning Designation: Improved Subdivision (IS)
- Future Land Use Map Designation: Residential Medium (RM)
- Vegetation: Mapped as hammock.
- Acquisition List Qualification: This property qualifies because it is Tier 1.
- Florida Forever Boundary: This property is inside the Florida Forever boundary.

- Transferrable Development Rights (TDRs): 2 TDRs
- Cost per TDR: $55,000
- ROGO Dedication Points: 4 points
- Cost per ROGO Dedication Point: $27,500

The subject property could potentially be sold to the State of Florida, which would result in some or all of the acquisition costs being reimbursed.

ADVISORY COMMITEE ACTION: On March 26, 2025 the Committee voted 5/0 to recommend purchasing this property for the price of $110,000.

PREVIOUS RELEVANT BOCC ACTION:

The Board has approved the purchase of other conservation properties in this area.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

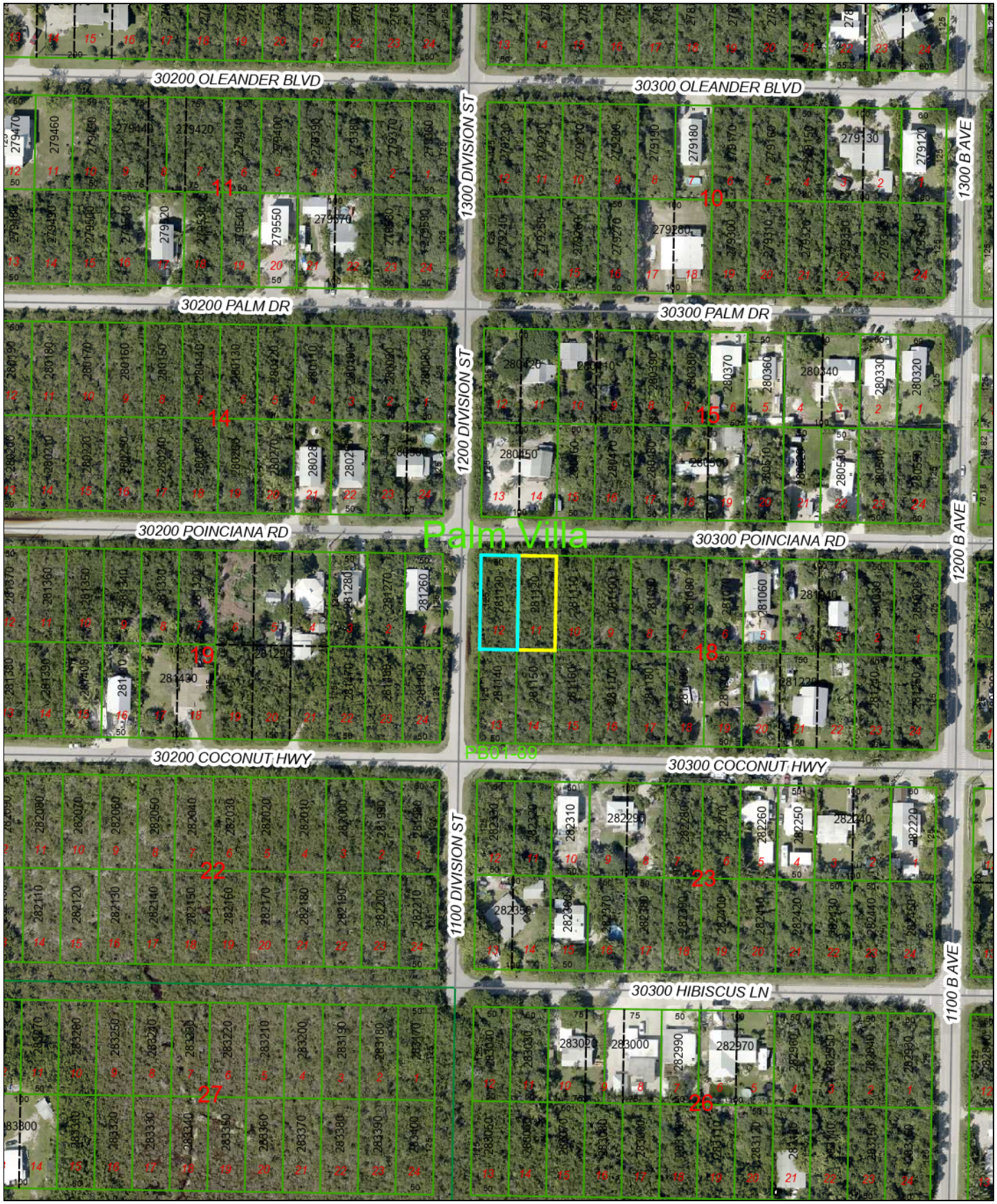
DOCUMENTATION:

Aerial Photograph
Property Record Card.pdf
Purchase Agreement
Beneficial Interest and Disclosure Affidavit.pdf

FINANCIAL IMPACT:
N/A

Block 18, Lots 11 and 12, Palm Villa

Big Pine Key



PROPERTY RECORD CARD

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Summary

Parcel ID	00281120-000000
Account#	1353094
Property ID	1353094
Millage Group	100H
Location Address	VACANT LAN POINCIANA Rd, BIG PINE KEY
Legal Description	BK 18 LT 11 PALM VILLA BIG PINE KEY PB1-89 G18-1 OR1402-2001/02P/R (Note: Not to be used on legal documents.)
Neighborhood	581
Property Class	VACANT RES (0000)
Subdivision	PALM VILLA
Sec/Twp/Rng	23/66/29
Affordable Housing	No



Owner

BRYAN DORRIE
11906 Eileen
Redford MI 48239

Valuation

		2023 Certified Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
+	Market Improvement Value	$0	$0	$0	$0
+	Market Misc Value	$0	$0	$0	$0
+	Market Land Value	$35,938	$23,438	$18,750	$18,750
=	Just Market Value	**$35,938**	**$23,438**	**$18,750**	**$18,750**
=	Total Assessed Value	**$21,396**	**$19,451**	**$17,683**	**$16,075**
-	School Exempt Value	$0	$0	$0	$0
=	School Taxable Value	**$35,938**	**$23,438**	**$18,750**	**$18,750**

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	$23,438	$0	$0	$23,438	$19,451	$0	$23,438	$0
2021	$18,750	$0	$0	$18,750	$17,683	$0	$18,750	$0
2020	$18,750	$0	$0	$18,750	$16,075	$0	$18,750	$0
2019	$18,750	$0	$0	$18,750	$14,614	$0	$18,750	$0
2018	$20,313	$0	$0	$20,313	$13,285	$0	$20,313	$0

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

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
RESIDENTIAL DRY UNPERMITTED (01DM)	6,250.00	Square Foot	50	125

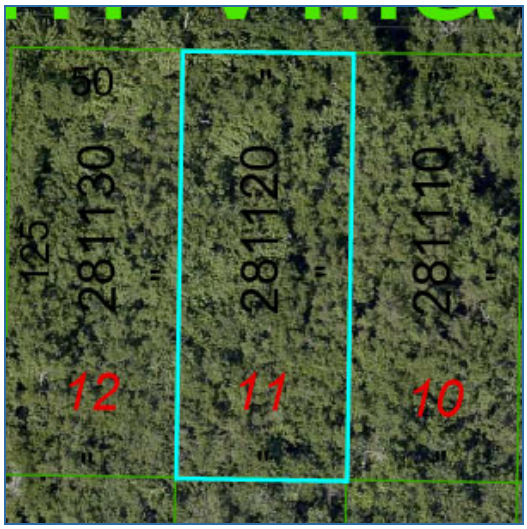
View Tax Info

View Taxes for this Parcel

Photos



Map



TRIM Notice

2023 TRIM Notice (PDF)

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

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PROPERTY RECORD CARD

Disclaimer

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

Summary

Parcel ID	00281130-000000
Account#	1353108
Property ID	1353108
Millage Group	100H
Location Address	VACANT LAN POINCIANA Rd, BIG PINE KEY
Legal Description	BK 18 LT 12 PALM VILLA BIG PINE KEY PB1-89 G18-1 OR1402-2001/02P/R (Note: Not to be used on legal documents.)
Neighborhood	581
Property Class	VACANT RES (0000)
Subdivision	PALM VILLA
Sec/Twp/Rng	23/66/29
Affordable Housing	No

Owner

BRYAN DORRIE
11906 Eileen
Redford MI 48239

Valuation

		2023 Certified Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
+	Market Improvement Value	$0	$0	$0	$0
+	Market Misc Value	$0	$0	$0	$0
+	Market Land Value	$35,938	$23,438	$18,750	$18,750
=	Just Market Value	**$35,938**	**$23,438**	**$18,750**	**$18,750**
=	Total Assessed Value	**$21,396**	**$19,451**	**$17,683**	**$16,075**
-	School Exempt Value	$0	$0	$0	$0
=	School Taxable Value	**$35,938**	**$23,438**	**$18,750**	**$18,750**

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2022	$23,438	$0	$0	$23,438	$19,451	$0	$23,438	$0
2021	$18,750	$0	$0	$18,750	$17,683	$0	$18,750	$0
2020	$18,750	$0	$0	$18,750	$16,075	$0	$18,750	$0
2019	$18,750	$0	$0	$18,750	$14,614	$0	$18,750	$0
2018	$20,313	$0	$0	$20,313	$13,285	$0	$20,313	$0

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

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
RESIDENTIAL DRY UNPERMITTED (01DM)	6,250.00	Square Foot	50	125

View Tax Info

View Taxes for this Parcel

Map



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Contact Us

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AGREEMENT FOR THE PURCHASE OF LANDS

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

Estate of Dorrie Bryan

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

WITNESSETH:

1. In consideration of Ten Dollars ($10.00) in hand, paid by the LAND AUTHORITY, the receipt of which is hereby acknowledged, the Seller(s) agree to sell to the LAND AUTHORITY certain lands upon the terms and conditions hereinafter set forth, and for the price of **$110,000.00** for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the Seller’s rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, more particularly described as follows; to-wit:

   Block 18, Lots 11 and 12, Palm Villa (PB 1-89)
   Parcel ID#s 00281120-000000 and 00281130-000000

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

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

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

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

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

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

4. The Seller(s) further agree that during the period covered by this instrument officers and accredited agents of the LAND AUTHORITY shall have at all reasonable times the unrestricted right and privilege to enter upon said lands for all proper and lawful purposes, including examination of said lands and the resources upon them. The Seller(s) hereby waive their rights to any and all claims against the LAND AUTHORITY, Monroe County, or the State of Florida associated with, or arising from ownership of, said lands and this waiver shall survive closing.

5. The Seller(s) will execute and deliver upon demand of the proper officials and agents of the LAND AUTHORITY a good and sufficient deed of warranty conveying to the LAND AUTHORITY a marketable title to the said lands of such character as to be satisfactory to the legal counsel of the LAND AUTHORITY and said deed shall provide that the use, occupation and operation of the rights-of-way, easements and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the LAND AUTHORITY governing the use, occupation, protection and administration of lands.

6. In consideration whereof the LAND AUTHORITY agrees that it will purchase all of said lands and other interests at the price of **$110,000.00**. The LAND AUTHORITY further agrees that, after the preparation, execution, and delivery of the deed, and after the legal counsel of the LAND AUTHORITY shall have approved the title thus vested in the LAND AUTHORITY, it will cause to be paid to the Seller(s) the purchase price. The LAND AUTHORITY shall pay the following expenses associated with the conveyance of the property: deed recording fees, settlement fees, abstract fees, title examination fees, the Buyer's attorney's fees, and title insurance, as well as the prorata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the LAND AUTHORITY, or the effective date of possession of such real property by the same, whichever is earlier. The Seller(s) shall pay the expenses of documentary stamps to be affixed to the deed and the removal of trash, debris, and structures from the property, if any, and real estate commissions, if any. Full possession of the premises shall pass to the LAND AUTHORITY as of the date payment is made to the Seller(s) subject only to the reservations stated in Section 2 above.

7. It is mutually agreed that an abstract, title insurance policy or other evidence of title to the property herein contracted to be sold, satisfactory to the legal counsel of the LAND AUTHORITY will be obtained by the LAND AUTHORITY at its expense. The Seller(s) expressly agree herein to furnish to the LAND AUTHORITY any documents in Seller(s)'s possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title.

8. It shall be the obligation of the Seller(s) to pay all taxes and assessments outstanding as liens at the date title vests of record in the LAND AUTHORITY, whether or not such taxes and assessments are then due and payable.

9. It is mutually understood and agreed that notice of acceptance of this Agreement shall be given to the Seller(s) by email to the address provided by the Seller(s) or by mail addressed to the Seller(s) at the following address:

11906 Eileen
Redford, MI 48239

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

10. The property shall be delivered at closing free of any tenant or occupancy whatsoever.

11. The Seller(s) shall close any open building permits or code enforcement proceedings prior to closing.

12. The effective date of this Agreement (hereinafter "Effective Date") shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this Agreement.

13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **March 14, 2025** to sign and return this Agreement to the LAND AUTHORITY. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon approval by the Advisory Committee and Governing Board of the LAND AUTHORITY, failing which the parties acknowledge that each shall be released of all further obligations under this Agreement. In the event this transaction has not closed within one hundred eighty (180) days from the Effective Date, then either party may terminate this Agreement at any time thereafter by providing written notice, in which case the parties acknowledge that each shall be released of all further obligations under this Agreement.

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

Seller/ **Estate of Dorrie Bryan**
By: **William Bryan, Heir At Law**

_____	_____	_____	_____
Signature	Date	Phone Number	Email Address

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

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

(Seal)

_____
Cynthia Guerra, Acting Executive Director

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT

Before me, the undersigned authority, personally appeared **William Bryan**, ("Affiant"), this _____ day of _____, 2025, who, first being duly sworn, deposes and says:

That Affiant is the **surviving spouse of Dorrie Bryan and heir of the Estate of Dorrie Bryan** (the "Seller") and has personal knowledge of the matters set forth herein and has been duly authorized by Seller to make this affidavit on Seller's behalf. That Seller is the record owner of the Property. As required by Section 286.23, Florida Statutes, and subject to the penalties prescribed for perjury, to the best of Affiant's knowledge the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding a beneficial interest in the disclosing entity;

Name	Address	Interest
William Bryan	**11906 Eileen Street, Redford, MI 48239**	**Heir**

This affidavit is given in compliance with the provisions of Section 286.23, Florida Statutes.

AND FURTHER AFFIANT SAYETH NOT.

AFFIANT

_____
William Bryan

STATE OF _____)

COUNTY OF_____)

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization this_____ day of _____, 2025, by **William Bryan**. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[ ] produced a current driver license(s).
[ ] produced _____ as identification.

(NOTARY PUBLIC SEAL)

_____
Notary Public

_____
(Printed, Typed or Stamped Name of Notary Public)
Commission No.:_____
My Commission Expires:_____

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: G8
2023-3832

BULK ITEM: No

DEPARTMENT: Land Authority Governing Board

TIME APPROXIMATE:
9:25 AM

STAFF CONTACT: Cynthia Guerra

AGENDA ITEM WORDING: Approval of a contract to purchase Tier 3 property for conservation - Block 6, Lot 23, Pamela Villa on Key Largo, near mile marker 102 from Dane Pabotoy and Heather Pabotoy for the price of $135,000.

ITEM BACKGROUND:

This acquisition is proposed to protect property rights and the natural environment and to reduce potential liability for takings suits. The subject property is located at 215 Lignumvitae Road on the ocean side of Key Largo.

Purchase Price and Estimated Closing Costs:

- Purchase Price: $135,000.00
- Cost of Appraisal: $750.00
- Cost of Survey: $0.00
- Title Fees & Insurance: $1,225.00
- Attorney Fee and Mobile Notary Fees: $725.00
- Recording Fees: $35.50
- Total Costs: $137,735.50

Attributes of the Subject Property:

- Parcel ID#: 00464990-000000
- Size: 5,350 square feet
- Tier Designation: Tier 3 – Infill Area
- Zoning Designation: Improved Subdivision (IS)
- Future Land Use Map Designation: Residential Medium (RM)
- Vegetation: Mapped as hammock.
- Acquisition List Qualification: This property qualifies because it is Tier 3 with significant habitat.
- Florida Forever Boundary: This property is outside the Florida Forever boundary.

- Transferrable Development Rights (TDRs): 1 TDR
- Cost per TDR: $135,000
- ROGO Dedication Points: 5 points
- Cost per ROGO Dedication Point: $27,000

ADVISORY COMMITEE ACTION: On March 26, 2025 the Committee voted 5/0 to recommend purchasing this property for the price of $135,000.

PREVIOUS RELEVANT BOCC ACTION:

The Board has approved the purchase of other conservation properties in this area.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

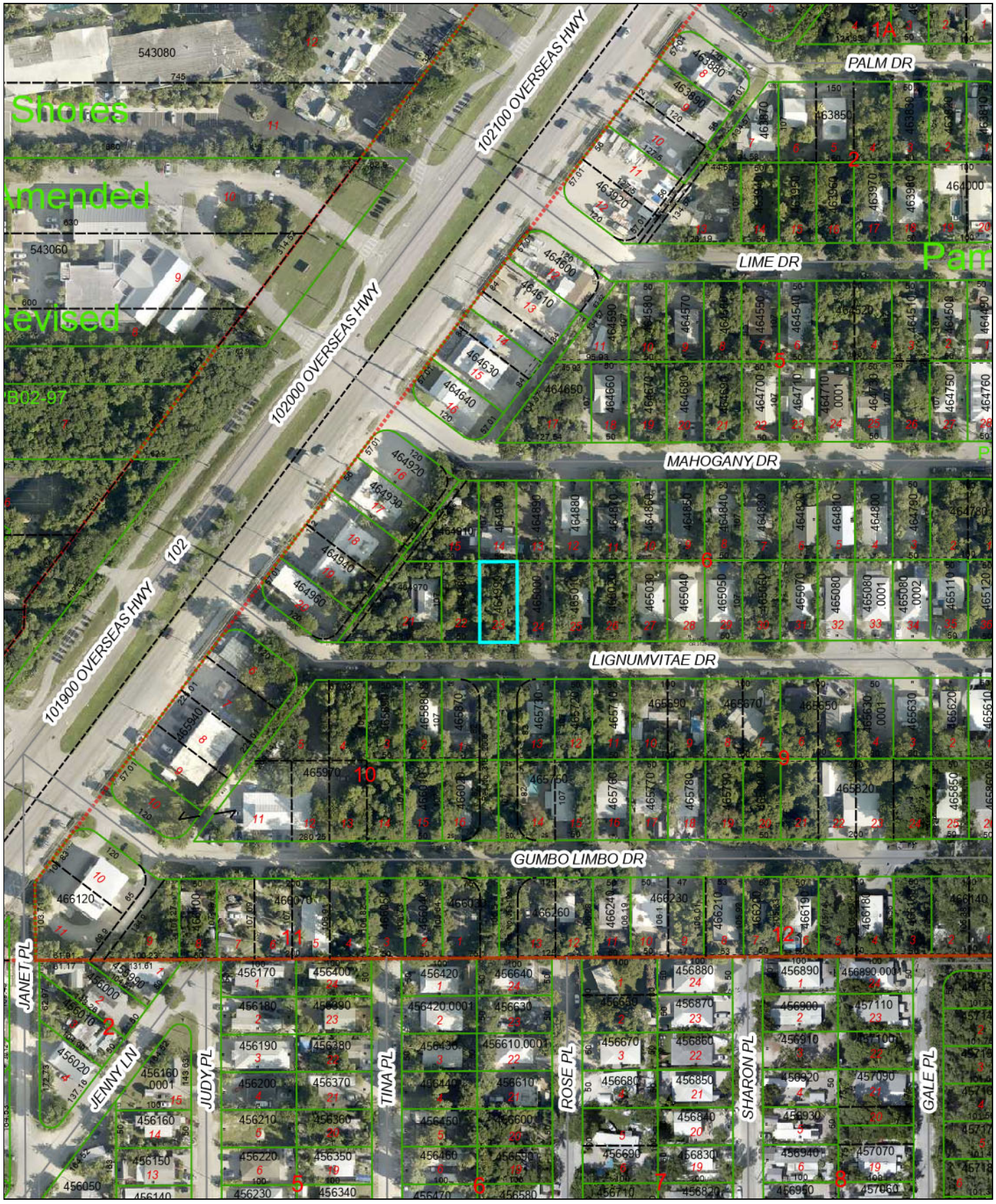
DOCUMENTATION:

Aerial Photograph
Property Record Card
Purchase Agreement

FINANCIAL IMPACT:
N/A

Block 6, Lot 23, Pamela Villa

Key Largo



PROPERTY RECORD CARD

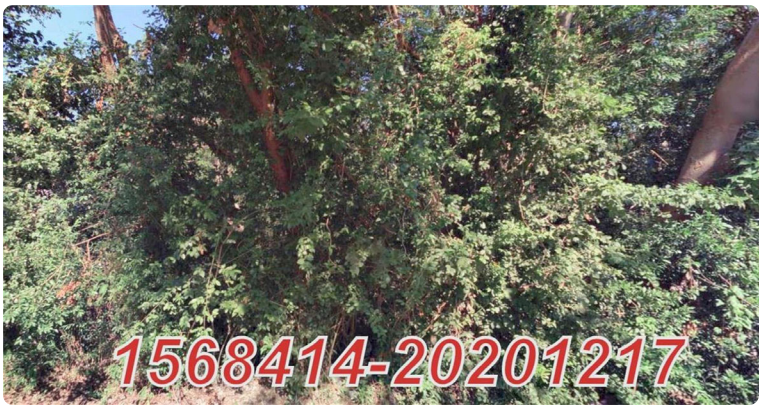
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By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID	00464990-000000
Account#	1568414
Property ID	1568414
Millage Group	500K
Location Address	215 LIGNUMVITAE Dr, KEY LARGO
Legal Description	BK 6 LT 23 PAMELA VILLA KEY LARGO PB3-125 OR224-583 OR765-1193/1194 OR769-1335 OR882-980 OR1360-38 OR1360-41 OR3027-1497 OR3065-2327 (Note: Not to be used on legal documents.)
Neighborhood	1933
Property Class	VACANT RES (0000)
Subdivision	PAMELA VILLA
Sec/Twp/Rng	22/61/39
Affordable Housing	No



Owner

PABOTOY DANE
402 Coconut Dr
Key Largo FL 33037

PABOTOY HEATHER
402 Coconut Dr
Key Largo FL 33037

Valuation

		2024 Certified Values	2023 Certified Values	2022 Certified Values	2021 Certified Values
+	Market Improvement Value	$0	$0	$0	$0
+	Market Misc Value	$0	$0	$0	$0
+	Market Land Value	$147,125	$147,125	$117,700	$76,238
=	Just Market Value	**$147,125**	**$147,125**	**$117,700**	**$76,238**
=	Total Assessed Value	**$101,473**	**$92,248**	**$83,862**	**$76,238**
-	School Exempt Value	$0	$0	$0	$0
=	School Taxable Value	**$147,125**	**$147,125**	**$117,700**	**$76,238**

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2024	$147,125	$0	$0	$147,125	$101,473	$0	$147,125	$0
2023	$147,125	$0	$0	$147,125	$92,248	$0	$147,125	$0
2022	$117,700	$0	$0	$117,700	$83,862	$0	$117,700	$0
2021	$76,238	$0	$0	$76,238	$76,238	$0	$76,238	$0
2020	$76,238	$0	$0	$76,238	$3,148	$0	$76,238	$0
2019	$49,488	$0	$0	$49,488	$2,862	$0	$49,488	$0
2018	$49,488	$0	$0	$49,488	$2,602	$0	$49,488	$0

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

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
RESIDENTIAL DRY UNPERMITTED (01DM)	5,350.00	Square Foot	50	107

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
12/22/2020	$390,000	Warranty Deed	2297093	3065	2327	19 - Unqualified	Vacant		
6/1/1995	$20,000	Warranty Deed		1360	0041	M - Unqualified	Vacant		
5/1/1983	$2,800	Warranty Deed		882	980	U - Unqualified	Vacant		
6/1/1978	$5,600	Conversion Code		769	1335	Q - Qualified	Vacant		

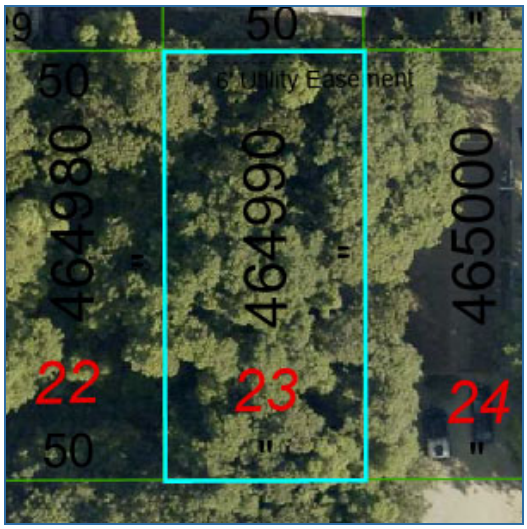
View Tax Info

View Taxes for this Parcel

Photos



Map



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Contact Us

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AGREEMENT FOR THE PURCHASE OF LANDS

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

Dane Pabotoy and Heather Pabotoy

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

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   Block 6, Lot 23, Pamela Villa (PB 3-125)
   Parcel ID# 00464990-000000

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

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55 Bass Avenue
Key Largo, FL 33037
dpabotoy@yahoo.com

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

10. The property shall be delivered at closing free of any tenant or occupancy whatsoever.

11. The Seller(s) shall close any open building permits or code enforcement proceedings prior to closing. The Seller(s) is not required to close Monroe County Permit Number 22301666.

12. The effective date of this Agreement (hereinafter "Effective Date") shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this Agreement.

13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **March 14, 2025**, to sign and return this Agreement to the LAND AUTHORITY. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon approval by the Advisory Committee and Governing Board of the LAND AUTHORITY, failing which the parties acknowledge that each shall be released of all further obligations under this Agreement. In the event this transaction has not closed within one hundred eighty (180) days from the Effective Date, then either party may terminate this Agreement at any time thereafter by providing written notice, in which case the parties acknowledge that each shall be released of all further obligations under this Agreement.

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

Seller/ **Dane Pabotoy**

_____	_____	_____	_____
Signature	Date	Phone Number	Email Address

Seller/ **Heather Pabotoy**

_____	_____	_____	_____
Signature	Date	Phone Number	Email Address

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

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

(Seal)

_____
Cynthia Guerra, Acting Executive Director

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: G9
2023-3843

BULK ITEM: No

DEPARTMENT: Land Authority Governing Board

TIME APPROXIMATE:
9:25 AM

STAFF CONTACT: Cynthia Guerra

AGENDA ITEM WORDING: Approval of a contract to purchase Tier 3 property for conservation - Block 8, Lot 32, Indian Mound Estates on Sugarloaf Key, near mile marker 19 from Ann Maree Ward for the price of $115,000.

ITEM BACKGROUND:

This acquisition is proposed to protect property rights and the natural environment and to reduce potential liability for takings suits. The subject property is located on Caloosa Street on the bay side of Sugarloaf Key.

Purchase Price and Estimated Closing Costs:

- Purchase Price: $115,000.00
- Cost of Appraisal: $750.00
- Cost of Survey: $0.00
- Title Fees & Insurance: $1,125.00
- Attorney Fee and Mobile Notary Fees: $725.00
- Recording Fees: $35.50
- Total Costs: $117,635.50

Attributes of the Subject Property:

- Parcel ID#: 00170560-000100
- Size: 5,000 square feet
- Tier Designation: Tier 3 – Infill Area.
- Zoning Designation: Improved Subdivision (IS)
- Future Land Use Map Designation: Residential Medium (RM)
- Vegetation: Mapped as hammock.
- Acquisition List Qualification: This property qualifies because it is Tier 3 with significant habitat and connectivity.

- Florida Forever Boundary: This property is outside the Florida Forever boundary.
- Transferrable Development Rights (TDRs): 1 TDR
- Cost per TDR: $115,000
- ROGO Dedication Points: 5 points
- Cost per ROGO Dedication Point: $23,000

ADVISORY COMMITEE ACTION: On March 26, 2025 the Committee voted 5/0 to recommend purchasing this property for the price of $115,000.

PREVIOUS RELEVANT BOCC ACTION:

The Board has approved the purchase of other conservation properties in this area.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

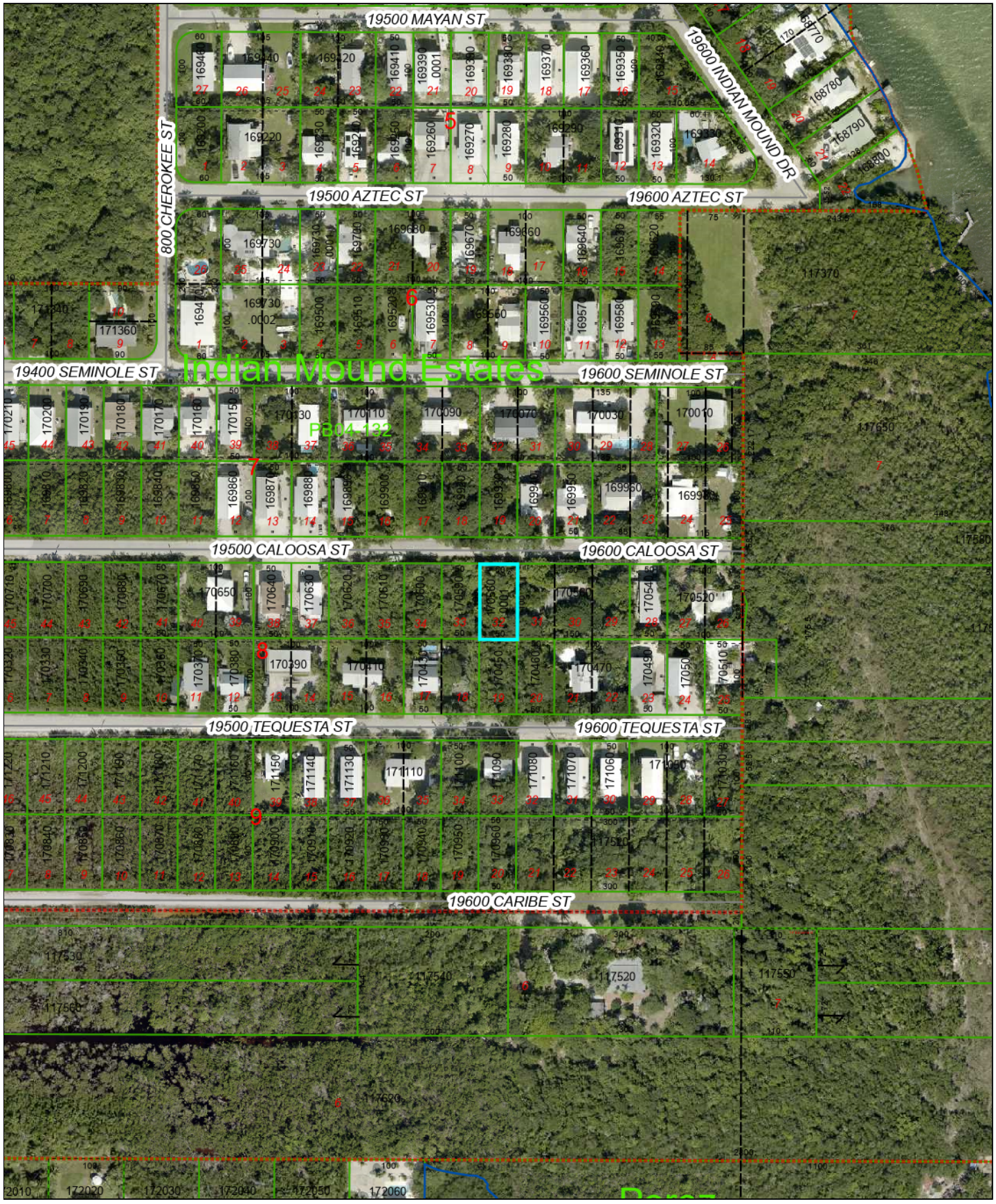
DOCUMENTATION:

Aerial Photograph
Property Record Card
Purchase Agreement

FINANCIAL IMPACT:
N/A

Block 8, Lot 32, Indian Mound Estates

Sugarloaf Key



PROPERTY RECORD CARD

Disclaimer

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

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

Parcel ID	00170560-000100
Account#	9105036
Property ID	9105036
Millage Group	100C
Location Address	VACANT CALOOSA St, SUGARLOAF KEY
Legal Description	BK 8 LOT 32 INDIAN MOUNDS ESTATES PB4-132 SUGARLOAF KEY OR232-338 OR273-308 OR353-210 OR366-950 OR898-263 OR905-174 OR1065-1724 OR1307-2188 OR1964-2042 OR2921-637 OR3000-1835 OR3183-2433 OR3187-2069 (Note: Not to be used on legal documents.)
Neighborhood	351
Property Class	VACANT RES (0000)
Subdivision	INDIAN MOUND ESTATES
Sec/Twp/Rng	25/66/27
Affordable Housing	No



WARD ANN MAREE
PO Box 33
Shapleigh ME 04076

		2024 Certified Values	2023 Certified Values	2022 Certified Values
+	Market Improvement Value	$0	$0	$0
+	Market Misc Value	$0	$0	$0
+	Market Land Value	$46,750	$42,500	$122,500
=	Just Market Value	**$46,750**	**$42,500**	**$122,500**
=	Total Assessed Value	**$46,750**	**$42,500**	**$122,500**
-	School Exempt Value	$0	$0	$0
=	School Taxable Value	**$46,750**	**$42,500**	**$122,500**

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2024	$46,750	$0	$0	$46,750	$46,750	$0	$46,750	$0
2023	$42,500	$0	$0	$42,500	$42,500	$0	$42,500	$0
2022	$122,500	$0	$0	$122,500	$122,500	$0	$122,500	$0

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

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
VACANT ROGO (000M)	1.00	Lot	50	100

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
7/28/2022	$50,000	Warranty Deed	2386583	3187	2069	01 - Qualified	Vacant		
7/11/2022	$100	Warranty Deed	2383375	3183	2433	11 - Unqualified	Vacant		

Permits

Number	Date Issued	Status	Amount	Permit Type	Notes
98-2862	12/17/1998	Completed	$6,300	Residential	ROOFING

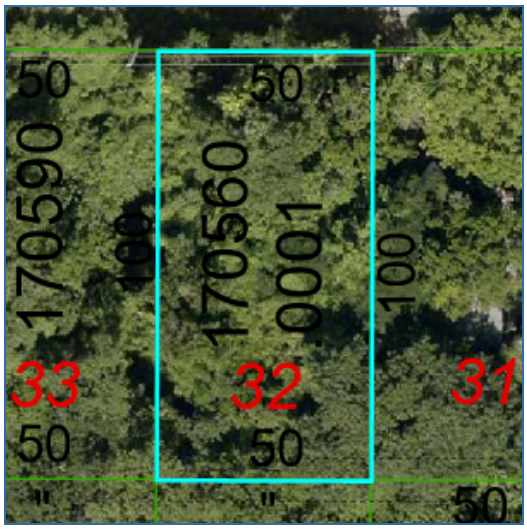
View Tax Info

View Taxes for this Parcel

Photos



Map



TRIM Notice

2024 TRIM Notice (PDF)

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

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the
| User Privacy Policy | GDPR Privacy Notice
Last Data Upload: 3/22/2025, 1:27:29 AM

Contact Us

Developed by
SCHNEIDER GEOSPATIAL

AGREEMENT FOR THE PURCHASE OF LANDS

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

Ann Maree Ward

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

WITNESSETH:

1. In consideration of Ten Dollars ($10.00) in hand, paid by the LAND AUTHORITY, the receipt of which is hereby acknowledged, the Seller(s) agree to sell to the LAND AUTHORITY certain lands upon the terms and conditions hereinafter set forth, and for the price of **$115,000.00** for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the Seller’s rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, more particularly described as follows; to-wit:

   Block 8, Lot 32, Indian Mound Estates (PB 4-132)
   Parcel ID# 00170560-000100

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

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

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

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

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

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

4. The Seller(s) further agree that during the period covered by this instrument officers and accredited agents of the LAND AUTHORITY shall have at all reasonable times the unrestricted right and privilege to enter upon said lands for all proper and lawful purposes, including examination of said lands and the resources upon them. The Seller(s) hereby waive their rights to any and all claims against the LAND AUTHORITY, Monroe County, or the State of Florida associated with, or arising from ownership of, said lands and this waiver shall survive closing.

5. The Seller(s) will execute and deliver upon demand of the proper officials and agents of the LAND AUTHORITY a good and sufficient deed of warranty conveying to the LAND AUTHORITY a marketable title to the said lands of such character as to be satisfactory to the legal counsel of the LAND AUTHORITY and said deed shall provide that the use, occupation and operation of the rights-of-way, easements and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the LAND AUTHORITY governing the use, occupation, protection and administration of lands.

6. In consideration whereof the LAND AUTHORITY agrees that it will purchase all of said lands and other interests at the price of **$115,000.00**. The LAND AUTHORITY further agrees that, after the preparation, execution, and delivery of the deed, and after the legal counsel of the LAND AUTHORITY shall have approved the title thus vested in the LAND AUTHORITY, it will cause to be paid to the Seller(s) the purchase price. The LAND AUTHORITY shall pay the following expenses associated with the conveyance of the property: deed recording fees, settlement fees, abstract fees, title examination fees, the Buyer's attorney's fees, and title insurance, as well as the prorata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the LAND AUTHORITY, or the effective date of possession of such real property by the same, whichever is earlier. The Seller(s) shall pay the expenses of documentary stamps to be affixed to the deed and the removal of trash, debris, and structures from the property, if any, and real estate commissions, if any. Full possession of the premises shall pass to the LAND AUTHORITY as of the date payment is made to the Seller(s) subject only to the reservations stated in Section 2 above.

7. It is mutually agreed that an abstract, title insurance policy or other evidence of title to the property herein contracted to be sold, satisfactory to the legal counsel of the LAND AUTHORITY will be obtained by the LAND AUTHORITY at its expense. The Seller(s) expressly agree herein to furnish to the LAND AUTHORITY any documents in Seller(s)'s possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title.

8. It shall be the obligation of the Seller(s) to pay all taxes and assessments outstanding as liens at the date title vests of record in the LAND AUTHORITY, whether or not such taxes and assessments are then due and payable.

9. It is mutually understood and agreed that notice of acceptance of this Agreement shall be given to the Seller(s) by email to the address provided by the Seller(s) or by mail addressed to the Seller(s) at the following address:

PO Box 33	**with a copy to:**	**Pam Stangler**
Shapleigh, ME 04076		**Expert Realty LLC**
		yourkeysrealtor@gmail.com

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

10. The property shall be delivered at closing free of any tenant or occupancy whatsoever.

11. The Seller(s) shall close any open building permits or code enforcement proceedings prior to closing.

12. The effective date of this Agreement (hereinafter "Effective Date") shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this Agreement.

13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **March 25, 2025** to sign and return this Agreement to the LAND AUTHORITY. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon approval by the Advisory Committee and Governing Board of the LAND AUTHORITY, failing which the parties acknowledge that each shall be released of all further obligations under this Agreement. In the event this transaction has not closed within one hundred eighty (180) days from the Effective Date, then either party may terminate this Agreement at any time thereafter by providing written notice, in which case the parties acknowledge that each shall be released of all further obligations under this Agreement.

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

Seller/ **Ann Maree Ward**

_____	_____	_____	_____
Signature	Date	Phone Number	Email Address

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

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

(Seal)

_____
Cynthia Guerra, Executive Director

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: H1
2023-3915

BULK ITEM: Yes **DEPARTMENT:** Fire Rescue

TIME APPROXIMATE: **STAFF CONTACT:** R. L. Colina

AGENDA ITEM WORDING: Approval by BOG of Amendment No. 1 to the Agreement between Monroe County and ESO Solutions, Inc. for EMS Enterprise Software Solutions and Support, in the amount of $61,902.53 for the first year, and clarifying ongoing services and locked-in pricing through the initial term ending on September 30, 2026. Additionally, Amendment No. 1 replaces "Exhibit D" of the Agreement with "Exhibit D-1" and clarifies the products and pricing across all renewal terms, for a potential of six (6) years.

ITEM BACKGROUND:
This Amendment No. 1 replaces "Exhibit D" of the Agreement with "Exhibit D-1" attached and incorporated within Amendment No. 1. The Amendment No. 1 clarifies the products and pricing across all renewal terms, for a potential of six (6) years. It reduces the current subscription software services cost by $1,156.85 for this year and incorporates the inclusion of the "Insurance Discovery" product for $795.00 and the "ESO Electronic Health Record (EHR) Suite iOS module" at no cost this year by adjusting and locking in the annual increase rate of 3% for all extensions (renewals) under the Agreement, as well as removing the "ESO Activities Module" from the software listing. The "Insurance Discovery" product will provide the department's medical billing team with a more efficient way to identify and verify patient data information through the software's secured system and the "EHR Suite iOS module" will enable the department to use iPad products instead of the Toughbook laptops which will save approximately $45,000 in the long term (the estimated expense for replacing the Toughbook laptops at end of life).

In 2020, Monroe County Fire Rescue purchased an ongoing subscription based software as a service to provide National Fire Incident Reporting System (NFIRS) compliant records management and reporting for fire incidents, hydrants, property inspections from ESO Solutions, Inc. The software includes an automated transfer of data from the Monroe County Sheriff's Office Computer Aided Dispatch (CAD) system with patient care reporting, and automatic transfers of report data to the state Department of Health. The electronic record management and reporting functions are critical to the department’s fire and emergency services operations.

ESO Solutions Inc. has executed the Amendment No. 1 to the Agreement and the department requests

that the BOG approve this Amendment No. 1 to update its subscription software services to the reduced amount of $61,902.53.

PREVIOUS RELEVANT BOCC ACTION:
On December 11, 2024, the BOG approved a new/restated agreement superseding and replacing prior agreements/amendments for an initial term of two (2) years retroactive to October 1, 2024 until September 30, 2029, in the amount of $63,059.38 for the first year. (AIN 2023-3406; H2)

INSURANCE REQUIRED:
Yes

CONTRACT/AGREEMENT CHANGES:
None.

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

AMENDMENT NO. 1_ESO and Monroe County(ESO Executed) updated Exh. D-1.pdf
Original Agreement with ESO and Monroe County_Redacted.pdf

FINANCIAL IMPACT:

Effective Date: 04/16/2026 (Underlying agreement retroactive to Oct. 1, 2024)

Expiration Date: 09/30/2029

Total Dollar Value of Contract: $61,902.53

Total Cost to County: $119,556.28 (2-year term)

Current Year Portion: $61,902.53

Budgeted: Yes

Source of Funds - Split Cost Centers below:

- 11001: $8,666.35 (14%)
- 11500: $40,855.67 (66%)
- 12000: $4,333.18 (7%)
- 12001: $1,238.05 (2%)
- 14000: $1,857.08 (3%)
- 63100: $4,952.20 (8%)

CPI: N/A

Indirect Costs: N/A

Estimated Ongoing Costs Not Included in above dollar amounts: N/A

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

Grant: No

County Match: No

Insurance Required: Yes

Additional Details: Spend Category SC_00084 - Software subscription with cancelable terms from cost centers above.

AMENDMENT NO. 1
to
the AGREEMENT *between* MONROE COUNTY, FL *and* ESO SOLUTIONS, INC.
***for* EMS Enterprise Software Solutions and Support**

This Amendment No. 1 to the agreement between Monroe County, Florida, and ESO Solutions, Inc. for EMS Enterprise Software Solutions and Support dated December 11, 2024, and retroactively effective to October 1, 2024 ("Original Agreement"), is made this ____ day of _____, 2025 by and between the Monroe County, Florida, through the Monroe County Board of County Commissioners (the "County"), and ESO Solutions, Inc. (the "Contractor") both of whom agree as follows:

W I T N E S S E T H:

WHEREAS, on December 11, 2024, the parties entered into the Original Agreement to provide for EMS Enterprise Software and Support, as further defined therein, for an initial term of two (2) years commencing on October 1, 2024, with the option to renew for two (2) mutually agreed upon two (2)-year renewal terms (the contract has the potential to cover six (6) years in total); and

WHEREAS, the parties now desire to modify "Exhibit D" - ESO Contracted Services and Licensed Software/Subscription Schedule, attached to the Original Agreement, to add and subtract certain line-items, as well as clarify the services and pricing across years, as further set forth therein; and

WHEREAS, as such, the parties desire to rescind and supersede "Exhibit D" in its entirety, and replace it with "Exhibit D-1" - ESO Contracted Services and Licensed Software/Subscription Schedule, attached to this Amendment No. 1; and

WHEREAS, through this Amendment No. 1, the parties agree that the annual uplift of three percent (3%) will not commence until the first renewal term commences (meaning the prices provided in Exhibit D-1 are locked-in for the first two (2) years, to wit: Oct. 1, 2024 - Sept. 30, 2026, and upon renewal, the annual uplift of 3% will start on Oct. 1, 2026, and occur yearly thereafter); and

WHEREAS, all other terms and conditions of the Original Agreement, not inconsistent herewith, shall remain in full force and effect.

NOW, THEREFORE, based on the promises and covenants herein contained, the parties agree as follows:

1. The recitations referred to above are true and correct, and are hereby adopted and incorporated as if set forth in full.

2. The parties desire to rescind and supersede "Exhibit D" of the Original Agreement,

in its entirety, and replace it with **"Exhibit D-1" - ESO Contracted Services and Licensed Software/Subscription Schedule**, attached to and incorporated herein, and made a material part of this Amendment No. 1.

3. This agreement constitutes the entire understanding between the Contractor and the County regarding this Amendment No. 1, and all other terms and conditions of the Original Agreement, not inconsistent herewith, shall remain in full force and effect, and are incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 the day and year first above written.

CONTRACTOR: ESO SOLUTIONS, INC.

By: _____
Signature

Robert Munden, Chief Legal & Compliance Officer
Print Name & Title

STATE OF Texas

COUNTY OF Travis

The foregoing instrument was sworn to/affirmed and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of March, 2025, by Robert Munden, as CEO of ESO Solutions, Inc., a Texas Corporation. He/She is personally known to me/or has produced ~~_____~~ (type of identification) as identification.

CLCO

_____
Signature of Notary Public

SARAH E MILLER
Notary ID #134301138
My Commission Expires
April 12, 2027

Sarah E Miller
(Print & Stamp Commissioned Name of Notary Public)

[County Signatures to follow]

AMENDMENT NO. 1 to
the AGREEMENT *between* MONROE COUNTY, FL *and* ESO SOLUTIONS, INC.
***for* EMS Enterprise Software Solutions and Support**

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

By:_____
Mayor James K. Scholl

BOARD OF GOVERNORS, FIRE AND AMBULANCE DISTRICT 1, MONROE COUNTY, FLORIDA:

By:_____
Chairperson Bruce Halle

(Seal)

Attest: Kevin Madok, Clerk

_____
As Deputy Clerk

Approved as to legal form & sufficiency:

Eve M. Lewis Digitally signed by Eve M. Lewis Date: 2025.03.07 10:19:29 -05'00'

Eve M. Lewis, Assistant County Attorney

I. Product & Pricing Schedule and Annual Uplift.

The agreement provides for an initial term of two (2) years (From Oct. 1, 2024 to September 30, 2026), with the option to renew for two (2) mutually agreed upon Two (2)-year renewal terms (the Agreement has the potential to cover six (6) years in total). Starting on October 1, 2026, and each year thereafter, the parties agree to an annual uplift of 3% (compounded), as provided below.

Monroe County Fire Rescue Subscriptions

Subscriptions	# of Units (includes Stations and Records)	Contract Year 1 FY24-25 Base Amount	Contract Year 2 FY25-26 Base Amount	Uplift	Additional Amt from Uplift	Contract Year 3 FY26-27 Contract Amount	Uplift	Additional Amt from Uplift	Contract Year 4 FY27-28 Contract Amount	Uplift	Additional Amt from Uplift	Contract Year 5 FY28-29 Contract Amount	Uplift	Additional Amt from Uplift	Contract Year 6 FY30-31 Contract Amount
ESO Fire Incidents	10 Fire Stations	$ 10,070.00	$ 10,070.00	0.030	$ 302.10	$ 10,372.10	0.030	$ 311.16	$ 10,683.26	0.030	$ 320.50	$ 11,003.76	0.030	$ 330.11	$ 11,333.87
ESO Hydrants	10 Fire Stations	$ 3,095.00	$ 3,095.00	0.030	$ 92.85	$ 3,187.85	0.030	$ 95.64	$ 3,283.49	0.030	$ 98.50	$ 3,381.99	0.030	$ 101.46	$ 3,483.45
ESO Inspections	10 Fire Stations	$ 4,420.00	$ 4,420.00	0.030	$ 132.60	$ 4,552.60	0.030	$ 136.58	$ 4,689.18	0.030	$ 140.68	$ 4,829.85	0.030	$ 144.90	$ 4,974.75
ESO Properties	10 Fire Stations	$ 3,870.00	$ 3,870.00	0.030	$ 116.10	$ 3,986.10	0.030	$ 119.58	$ 4,105.68	0.030	$ 123.17	$ 4,228.85	0.030	$ 126.87	$ 4,355.72
ESO EHR Suite	4249 Incidents	$ 9,262.19	$ 9,262.19	0.030	$ 277.87	$ 9,540.06	0.030	$ 286.20	$ 9,826.26	0.030	$ 294.79	$ 10,121.05	0.030	$ 303.63	$ 10,424.68
ESO EHR Suite ios			$ 926.22	0.000	$ -	$ 926.22	0.030	$ 27.79	$ 954.01	0.030	$ 28.62	$ 982.63	0.030	$ 29.48	$ 1,012.10
EHR Computer Aided Dispatch (CAD) Integration	4249 Incidents	$ 2,180.00	$ 2,180.00	0.030	$ 65.40	$ 2,245.40	0.030	$ 67.36	$ 2,312.76	0.030	$ 69.38	$ 2,382.14	0.030	$ 71.46	$ 2,453.61
EHR Cardiac Monitor Integration	4249 Incidents	$ 1,055.00	$ 1,055.00	0.030	$ 31.65	$ 1,086.65	0.030	$ 32.60	$ 1,119.25	0.030	$ 33.58	$ 1,152.83	0.030	$ 34.58	$ 1,187.41
Billing Module Claims Processing	15000 Incidents	$ 13,192.90	$ 13,192.90	0.030	$ 395.79	$ 13,588.69	0.030	$ 407.66	$ 13,996.35	0.030	$ 419.89	$ 14,416.24	0.030	$ 432.49	$ 14,848.73
Billing Module Patient Care Report Import	15000 Incidents	$ 1,295.00	$ 1,295.00	0.030	$ 38.85	$ 1,333.85	0.030	$ 40.02	$ 1,373.87	0.030	$ 41.22	$ 1,415.08	0.030	$ 42.45	$ 1,457.53
Billing Interface (for Patient Reporting)	4249 Incidents	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -
EHR Billing Interface (for Data upload to 3rd Party)	3000 Incidents	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -
ESO Logis Billing Hosting & Patient Data Storage	1 Hosting Env	$ 8,000.00	$ 8,000.00	0.030	$ 240.00	$ 8,240.00	0.030	$ 247.20	$ 8,487.20	0.030	$ 254.62	$ 8,741.82	0.030	$ 262.25	$ 9,004.07
Billing Insurance Discovery Integration (Waystar)	1 Hosting Env	$ 795.00	$ 795.00	0.030	$ 23.85	$ 818.85	0.300	$ 245.66	$ 1,064.51	0.300	$ 319.35	$ 1,383.86	0.300	$ 415.16	$ 1,799.01
Insights Reporting Designer Licenses	8 Licenses	$ 500.00	$ 500.00	0.030	$ 15.00	$ 515.00	0.030	$ 15.45	$ 530.45	0.030	$ 15.91	$ 546.36	0.030	$ 16.39	$ 562.75
EHR Handtevy Integration	4249 Incidents	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -
QuickSpeak	4249 Incidents	$ 105.03	$ 105.03	0.030	$ 3.15	$ 108.18	0.030	$ 3.25	$ 111.43	0.030	$ 3.34	$ 114.77	0.030	$ 3.44	$ 118.21
EHR Fax	4055 Incidents	$ 477.41	$ 477.41	0.030	$ 14.32	$ 491.73	0.030	$ 14.75	$ 506.48	0.030	$ 15.19	$ 521.68	0.030	$ 15.65	$ 537.33
ESO EHR Connection	3000 Incidents	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -
Billing Module Training (One-Time)	1 Training	$ 3,585.00													
	Subtotal Per Year:	**$ 61,902.53**	**$ 59,243.75**			**$ 60,993.27**			**$ 63,044.16**			**$ 65,222.90**			**$ 67,553.23**

Kevin Madok, CPA

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

DATE: January 3, 2025

TO: Cheri Tamborski
Emergency Services

Mayor Bruce Halle
Fire & Ambulance District 1 Board of Governors

FROM: Liz Yongue, Deputy Clerk

SUBJECT: December 11, 2024 BOCC Meeting

The following item has been executed and added to the record:

C17/H2 Agreement between Monroe County and ESO Solutions, Inc. for EMS Enterprise Software Solutions and Support, in the amount of $63,059.38 for the initial year, retroactive to October 1, 2024.

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

cc: County Attorney
Finance
File

AGREEMENT
between
MONROE COUNTY, FL
and
ESO SOLUTIONS, INC.
for
EMS Enterprise Software Solutions and Support

THIS AGREEMENT is made and entered into this 11th day of December, 2024, by and by and between Monroe County, a political subdivision of the State of Florida, through its Board of County Commissioners, with principal offices located at 1100 Simonton Street, Key West, FL 33040 (the "County"), the Board of Governors of the Fire and Ambulance District 1 of Monroe County, Florida, a municipal services taxing unit established under Florida law and codified in Section 22-129, Monroe County Code of Ordinances, with a principal address being the same as the County ("BOG"), and ESO Solutions, Inc., a Texas corporation with principal offices located at 11500 Alterra Pkwy, Ste. 100, Austin, TX 78758 (the "Contractor") to provide EMS enterprise software solutions and support as more specifically described in the "Contracted Services and Licensed Software/Subscription Schedule" attached as "Exhibit D."

Now therefore, in exchange for good and sufficient consideration, the parties hereby agree to the following terms and conditions:

1) **The Contract Documents.** This Agreement supersedes and replaces, in all respects, all prior agreements including, but not limited to, the electronically signed agreement in April 2020 and the First Amendment thereto signed in November 2023. This Agreement is the current and effectual understanding of the parties, and the contract documents consist of: this Agreement, the "ESO Subscription Agreement" attached as "Exhibit A," the "Support Services" attached as "Exhibit B," the "HIPAA Business Associate Agreement" attached as "Exhibit C," and "Contracted Services and Licensed Software Schedule" attached as "Exhibit D." All exhibits referenced herein are incorporated by reference. In the event of a conflict between the aforementioned documents, this Agreement will control, then "Exhibit D," then "Exhibit C," and then "Exhibit B," and then "Exhibit A," in that order.

2) **The Work/Services.** The Contractor must perform all work and provide all services to the County required by this Agreement, and as set forth below:
   a) County agrees to purchase and Contractor agrees to furnish all software and services as indicated in "Exhibit D."
   b) Contractor must comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. Contractor shall maintain throughout the term of this Agreement, appropriate licenses.

3) **Contract Amount.** Contractor will perform contract requirements with pricing as listed in "Exhibit D" and invoicing via Contractor order(s) are allowable hereunder so long as they are acceptable to the Monroe County Office of Clerk and Comptroller (County Clerk). Acceptability to the County Clerk is based upon generally accepted accounting principles and such laws, rules and regulations as may govern the disbursal of funds by the County Clerk. To the extent that any renewal hereof exceeds the total value of $100,000, prior written approval of the Board of County Commissioners shall be obtained. As used herein, the total value of renewal(s) is calculated by adding the value of each renewal or amendment

after the Board of County Commissioners' most recent approval. County is exempt from payment of Florida State Sales and Use taxes.

4) **Agreement Subject to Funding.** The County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners. In the event that the County funds on which this Agreement is dependent are withdrawn, this Agreement is terminated, and the County has no further obligation under the terms of this Agreement to the Contractor beyond that already incurred by the termination date.

5) **Contract Term.** The initial contract period is for two (2) years commencing on October 1, 2024 (retroactively effective), with the option to renew for two (2), mutually agreed upon, two (2)-year extensions (renewals). An extension or renewal may be accomplished by written consent of all parties subject to Section 3, "Contract Amount," herein. Annual invoices must be consistent with the pricing provided herein, and in accordance with any annual increase expressly authorized in the exhibits. All renewals are subject to the same terms and conditions as provided herein. Additional services and products above and beyond what is authorized in the exhibits may only be purchased through a duly executed amendment to this Agreement.

6) **Contract Extension Beyond the Term.** In the event services are scheduled to end because of the expiration of this contract, and the Contractor must continue the service upon the request of the County's Contract Administrator on an emergency or continuity of services basis, an administrative extension period may be exercised and will not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor will be compensated for the service at the prorated rate(s) in effect when the County invokes this extension clause.

7) **Independent Contractor.** This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the County's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement will be those of Contractor, which policies of Contractor will not conflict with County, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the County, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement must not be construed as creating any joint employment relationship between the Contractor and the County and the County will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8) **Assignment and Subcontracting.** Contractor and County must not transfer or assign the performance required by this Agreement without the prior written consent of the other party.

9) **Termination**

a) Termination for Cause and Remedies: In the event that Contractor is found to be negligent in any aspect of service or Contractor is in breach of any contract terms, the County retains the right to terminate this Agreement. The County reserves all rights available to it for monies paid under this Agreement, without limitation thereby, and reserves the right to sue for breach of contract and including the right to pursue a claim for violation of the County's False Claims Ordinance, located at Section 2-721 et al. of the Monroe County Code.

b) Termination for Convenience: The County may terminate this Agreement for convenience, at any time, upon ninety (90) days' written notice to Contractor provided that in no event shall Contractor provide County a refund for pre-paid Fees in the event of a Termination under this section.

10) **Insurance Requirements.** Contractor shall obtain and maintain at its own expense the insurance coverages listed within this paragraph prior to commencing service under this Agreement, and maintain such coverage throughout the term of the Agreement. All insurance requirements provided for in this Agreement shall be subject to annual review. Depending on the extent of contractual obligations incurred by the Contractor, the below insurances will be required. Insurances can be altered via written waiver by County's Risk Manager, if required. If the insurance policies originally purchased that meet the requirements are canceled, terminated, or reduced in coverage, then the Contractor must immediately substitute complying policies so that no gap in coverage occurs. Copies of current policy certificates shall be filed with the Monroe County Risk Department whenever acquired, amended, and annually during the term of this Agreement. Prior to execution of this Agreement, Contractor shall furnish the County Certificates of Insurance indicating the minimum coverage limitations in the following amounts:

a) **WORKERS COMPENSATION AND EMPLOYER'S LIABILTIY INSURANCE.** Where applicable, coverage to apply for all employees at the minimum statutory limits as required by Florida Law, and Employee's Liability coverage in the amount of $1,000,000.00 bodily injury by accident, $1,000,000.00 bodily injury by disease, policy limits, and $1,000,000.00 bodily injury by disease, each employee.

b) **COMPREHENSIVE AUTOMOBILE VEHICLE LIABILITY INSURANCE.** Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than *$1,000,000.00* per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. If single limits are provided, the minimum acceptable limits are *$500,000.00* per person, *$1,000,000.00* per occurrence, and *$100,000.00* property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

c) **COMMERCIAL GENERAL LIABILITY.** Commercial general liability coverage with limits of liability of not less than *$1,000,000.00* per occurrence combined single limit, and not less than *$2,000,000.00* in the aggregate, for Bodily Injury Liability and Property Damage Liability. Such coverage must include, as a minimum: Premises Operations, Products and Completed Operations, Blanket Contractual Liability, and Personal Injury Liability. An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the termination of this agreement.

d) [redacted]



e) **CERTIFICATES OF INSURANCE**. Original Certificates of Insurance shall be provided to the County at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the County before any policy or coverage is canceled or restricted. The underwriter of such insurance shall be qualified to do business in the State of Florida. If requested by the County Administrator, the insurance coverage shall be primary insurance with respect to the County, its officials, employees, agents, and volunteers. Failure of Contractor to comply with the insurance requirements of this section shall be cause for immediate termination of this Agreement.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, 1100 SIMONTON STREET, KEY WEST, FLORIDA 33040, MUST BE NAMED AS ADDITIONAL INSURED AND CERTIFICATE HOLDER ON ALL POLICIES EXCEPT WORKER'S COMPENSATION. In the event that the Contractor is authorized by County to assign work hereunder to subcontractors, the Contractor specifically agrees to identify the County as an additional insured on all insurance policies pursuant to said subcontract(s) as same are required by the County here.

11) Indemnification & Hold Harmless

a) This section shall be governed by Section 11 of "Exhibit A."

b) Nothing contained herein is intended, nor may it be construed, to waive County's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the County, any sums due Contractor under this Agreement may be retained by the County until all of the County's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the County. Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this Agreement, this section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

12) Data Management; Data Security Standards. Contractor must agree to comply with the County's written demands regarding reasonable cooperation (and any applicable financial responsibilities) for timely data breach incident reporting, response activities/fact-gathering, public and other governmental agency notification requirements, severity level assessment, and after-action reporting, consistent with Sections 282.3185(5) & (6), and 501.171, Fla. Stats., as amended from time to time. And specifically in the context of data

breaches that involve Protected Health Information pursuant to Health Insurance Portability and Accountability Act (HIPAA), Contractor must comply with all requirements of the Health Information Technology for Economic and Clinical Health Act (HITECH); Section 105 of Title I of the Genetic Information Nondiscrimination Act of 2008 (GINA); and 45 C.F.R. Parts 160, 162 and 164 and Final Omnibus Rule eff. March 26, 2013).

13) **Trade Secrets.** Documents submitted by Contractor which constitute trade secrets as defined in Sections 812.081 and 688.002, Florida Statutes, as amended from time to time, and which are clearly marked or stamped as confidential by the Contractor at the time of submission to the County, will not be subject to public access. However, should a requestor of public records challenge Contractor's interpretation of the term "trade secrets" within five (5) calendar days of notice of such challenge, Contractor must provide a separate written affidavit that includes an indemnification and release guarantee, as approved by the County Attorney or designee, to the County to support its claim that the alleged trade secret(s) actually constitutes same as defined by law. Contractor must demonstrate the need for confidentiality of the documentation by showing a business advantage or an opportunity to obtain an advantage if the documentation was released. Otherwise, Contractor is required to timely seek a protective order in the Circuit Court of the Sixteenth Judicial Circuit in and for Monroe County to prevent the County's release of the requested records.

14) **Discriminatory Vendor List.** Contractor hereby acknowledges its continuous duty to disclose to the County if the Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a),Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

15) **Prohibition on Conflict of Interest, Gratuities, Kickbacks, and Collusion**. The statements contained in this paragraph are true and correct, and made with the full knowledge that Monroe County relies upon the truth of the statements contained herein in awarding the contract for this Project.

a) **Conflict of Interest.** Contractor covenants that it presently has no interest and will not acquire any interest that would conflict in any manner or degree with the performance of services required. Each party hereto covenants that there is no conflict of interest or any other prohibited relationship between the County and itself.

b) **Gratuities.** Contractor hereby certifies that it has not offered, given, or agreed to give any Monroe County employee a gratuity, favor, or anything of monetary value in connection with any decision, approval, disapproval, recommendation, preparation of any part of the Project or award of this contract.

c) **Kickbacks.** Contractor certifies that it has not given payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a contract to Contractor or higher tier sub-contractor or any person associated therewith, as an inducement of the award of a subcontract or order.

d) **Non-Collusion Statement.** By signing this Agreement, Contractor certifies under penalty of perjury that the price proposed by Contractor was arrived at independently

without collusion, consultation, or communication for the purpose of restricting competition; and no attempt has been made to induce another person or entity to submit a proposal, or not submit, for the purpose of restricting competition in the award of this Project.

e) **Contract Clause.** The prohibitions on conflict of interest, gratuities, kickbacks, and collusion prescribed in this paragraph must be conspicuously set forth in every contract and subcontract and solicitation initiated by Contractor in its performance of this Agreement.

16) **Ethics Clause pursuant to Monroe County Ordinance No. 010-1990.** By signing this Agreement, the Contractor warrants that he/she/it has not employed, retained or otherwise had act on his/her/its behalf any former County officer or employee in violation of Section 2-149, Monroe County Code of Ordinances, or any County officer or employee in violation of Section 2-150, Monroe County Code of Ordinances. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee pursuant to Subsection 2-152(b), Monroe County Code of Ordinances.

17) **Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.** Throughout the term of this Agreement, the Contractor has a continuing duty to promptly disclose to the County, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings relating to or affecting Contractor's ability to perform under this Agreement. If the existence of such causes the County concern that the Contractor's ability or willingness to perform the Agreement is jeopardized, the Contractor may be required to provide the County with reasonable assurances to demonstrate its ability to perform as required hereunder, and that its employees/agents have not or will not engage in conduct similar in nature to the conduct alleged in such proceeding.

18) **Notice.** All written correspondence to the County shall be dated and signed by an authorized representative of the Contractor. Any written notices or correspondence required or contemplated under this Agreement shall be sent by U.S. Mail, certified, return receipt requested, postage pre-paid, or by courier with proof of delivery. Notice is deemed received by Contractor when hand delivered by national courier with proof of delivery or by U.S. Mail upon verified receipt or upon the date of refusal or non-acceptance of delivery. Notice shall be sent to the following persons:

FOR COUNTY:	FOR CONTRACTOR:
County Administrator	Contracts Department
Monroe County	2803 Manor Road,
1100 Simonton Street, Room 2-205	Austin, Texas 78722
1100 Simonton Street, Room 2-205	Email: contracts@eso.com
Key West, FL 33040	

And (with copy to)
Monroe County Attorney's Office
1111 12th Street, Suite 408
Key West, FL 33040

19) **Choice of Law and Venue.** The parties hereby agree that the only laws that apply to this Agreement are those of the State of Florida and United States of America. The parties

waive the privilege of venue and agree that all litigation between them in the state courts will take place exclusively in the Sixteenth Judicial Circuit in and for Monroe County, Florida, and that all litigation between them in the federal courts will take place exclusively in the United States District Court in and for the Southern District of Florida, or United States Bankruptcy Court for the Southern District of Florida, whenever applicable.

20) **WAIVER OF JURY TRIAL & MANDATORY PRE-SUIT MEDIATION**
BY ENTERING INTO THIS CONTRACT, EACH OF CONTRACTOR AND THE COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EACH MAY HAVE TO A TRIAL BY JURY RELATED TO THIS CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS CONTRACT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL WILL BE LIABLE FOR THE REASONABLE ATTORNEY'S FEES AND COSTS OF THE OTHER PARTY CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS MUST BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION. THE COUNTY AND CONTRACTOR AGREE THAT, IN THE EVENT OF CONFLICTING INTERPRETATIONS OF THE TERMS OR A TERM OF THIS AGREEMENT BY OR BETWEEN ANY OF THEM THE ISSUE SHALL BE SUBMITTED TO MEDIATION PRIOR TO THE INSTITUTION OF ANY OTHER ADMINISTRATIVE OR LEGAL PROCEEDING. MEDIATION PROCEEDINGS INITIATED AND CONDUCTED PURSUANT TO THIS AGREEMENT SHALL BE IN ACCORDANCE WITH THE FLORIDA RULES OF CIVIL PROCEDURE AND USUAL AND CUSTOMARY PROCEDURES REQUIRED BY THE CIRCUIT COURT OF MONROE COUNTY.

21) **Attorney's Fees and Costs.** County and Contractor agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, at all levels of the court system, including in appellate proceedings.

22) **Public Records.** County is a public agency subject to Chapter 119, Florida Statutes, as amended from time to time. To the extent Contractor is a Contractor acting on behalf of the County pursuant to Section 119.0701, Florida Statutes, as amended from time to time, Contractor must comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, Contractor agrees to:

a) Keep and maintain all records that ordinarily and necessarily would be required by the County in order to perform the services.

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

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

d) Upon completion of the services within this Agreement, at no cost, either transfer to the County all public records in possession of the Contractor or keep and

maintain public records required by the County to perform the services. If the Contractor transfers all public records to the County upon completion of the services, the Contractor must destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the services, the Contractor must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT PHONE NO. 305-292-3470, PUBLICRECORDS@MONROECOUNTY-FL.GOV, C/O MONROE COUNTY ATTORNEY'S OFFICE, 1111 12TH STREET, SUITE 408, KEY WEST, FL 33040.

If Contractor does not comply with this section, the County will enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

23) **Uncontrollable Circumstances ("Force Majeure")**
As used herein, "Force Majeure" means the occurrence of any event that prevents or delays the performance by either party of its obligations hereunder which are beyond the reasonable control of the non-performing party. Examples of "Force Majeure" include, but are not limited to, acts of God, natural disasters, or emergency governmental action. To invoke this paragraph, immediate written notice, consistent with the "Notice" provisions of this Agreement, must be sent by the non-performing party describing the circumstances constituting force majeure and proof that the non-performance or delay of performance is a direct and reasonable result of such event(s). Any claim for extension of time by Contractor pursuant to this paragraph will be made not more than Seventy-two (72) hours after the commencement of the delay. Otherwise, it shall be waived. The Contractor shall immediately report the termination of the cause for the delay within seventy-two (72) hours after such termination. The County reserves its right to challenge the invocation by the Contractor within five (5) calendar days of receipt of said notice, in such case uninterrupted performance in required. However, in the event the invocation is accepted by the County, the Contractor must take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the Contractor's performance requirements under this Agreement. All obligations must resume when the circumstances of such event(s) have subsided, or other arrangements are made pursuant to a written amendment to this Agreement.

24) **Public Entity Crimes Statement.** Pursuant to Section 287.133(2)(a), Florida Statutes, as amended from time to time, Contractor hereby certifies that neither it nor its affiliate(s) have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, Contractor agrees: to immediately notify the County and is prohibited from providing any goods or services to a public entity; it may not submit a bid on a contract with a public entity for the construction or repair of a public building or public

work; it may not submit bids on leases of real property to a public entity; it may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, it may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category TWO ($35,000), as may be amended, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

25) **Foreign Gifts and Contracts.** The Contractor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 286.101(7)(b), Florida Statutes: "In addition to any fine assessed under [§ 286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission [Governor and Cabinet per §14.202, Florida Statutes] for good cause."

26) **Scrutinized Companies and Countries of Concern per Sections 287.135, 215.473, & 287.138, Florida Statutes.** Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (formerly the Iran Petroleum Energy Sector List); and c) has not been engaged in business operations in Cuba or Syria. If County determines that Contractor has falsely certified facts under this paragraph, or if Contractor is found to have been placed on a list created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in a boycott of Israel after the execution of this Agreement, County will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The County reserves all rights to waive certain requirements of this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. Beginning January 1, 2024, the County must not enter into a contract that grants access to an individual's personal identifying information to any Foreign Country of Concern such as: People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, unless the Contractor provides the County with an affidavit signed by an authorized representative of the Contractor, under penalty of perjury, attesting that the Contractor does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. Beginning January 1, 2025, the County must not extend or renew any contract that grants access to an individual's personal identifying information unless the Contractor provides the County with an affidavit signed by an authorized representative of the Contractor, under penalty of perjury, attesting that the Contractor does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

ESO Solutions, Inc. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the

facts stated in it are true.

Printed Name: Eric Beek

Title: CEO

Signature: [signature] Date: 2/1/24

27) **Noncoercive Conduct for Labor or Services.** As a nongovernmental entity submitting a proposal, executing, renewing, or extending a contract with a government entity, Contractor is required to provide an affidavit under penalty of perjury attesting that Contractor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes. As an authorized representative of Contractor, I certify under penalties of perjury that Contractor does not use coercion for labor or services as prohibited by Section 787.06. Additionally, Contractor has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

28) **Nondiscrimination.** The Contractor and County agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. Contractor agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination in employment on the basis of race, color, religion, sex or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of disability; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) The Pregnant Workers Fairness Act (PWFA) pursuant to 42 U.S.C. 2000gg et seq.; and 12) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

29) **E-Verify Requirements.** Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and

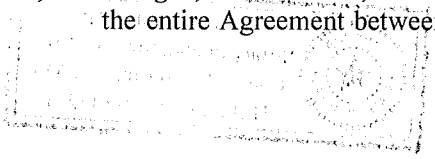
b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the County. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the County.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended, and Contractor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to County incurred as a result of the termination of this Agreement in accordance with this Section. Upon executing this Agreement, Contractor will provide proof of enrollment in E-verify to the County.

30) **Prohibited Telecommunications Equipment.** Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. By executing this Agreement, Contractor represents and certifies that Contractor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the County for the entire duration of this Agreement. If Contractor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Contractor must promptly report the information in 40 CFR § 52.204-25(d)(2) to County.

31) **Antitrust Violations; Denial or Revocation under Section 287.137, Florida Statutes.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the County consistent with Section 287.137, Florida Statutes, as amended.

32) **Merger; Amendment; Interpretation; Joint Preparation.** This Agreement constitutes the entire Agreement between the Contractor and the County, and negotiations and oral



understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and authorized designees of the County. The titles and headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and accordingly the rule that a contract will be interpreted strictly against the party preparing same does not apply herein due to the joint contributions of both parties.

33) **Severability; Waiver of Provisions.** Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party will not constitute a waiver of that provision nor will it affect the enforceability of that provision or of the remainder of this Agreement.

34) **Signatory Authority; Counterparts and Multiple Originals.** Upon request, the Contractor must provide the County with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is hereby deemed to be an original, but all of which, taken together, constitutes one and the same agreement.

IN WITNESS WHEREOF, County and BOG, signing through their respective authorized representatives, and Contractor, through its authorized representative, have made formed this Agreement that is retroactive to October 1, 2024.

CONTRACTOR: ESO SOLUTIONS, INC.

By: _____
Signature

Eric Beck / CEO
Print Name & Title

STATE OF Texas

COUNTY OF Travis

The foregoing instrument was sworn to/affirmed and acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 11th day of December, 2024, by Eric Beck, as CEO [Authority Title] of ESO Solutions, Inc., a Texas corporation. He/She is personally known to me/or has produced N/A (type of identification) as identification. — personally known

_____
Signature of Notary Public

Sadie Robbins
(Print & Stamp Commissioned Name of Notary Public)

SADIE ROBBINS
Notary Public, State of Texas
Comm. Expires 09-22-2026
Notary ID 12462322-0

AGREEMENT *between* MONROE COUNTY, FL *and* ESO SOLUTIONS, INC.
***for* EMS Enterprise Software Solutions and Support**

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

By: James K. Scholl
Mayor James K. Scholl

BOARD OF GOVERNORS, FIRE AND AMBULANCE DISTRICT 1, MONROE COUNTY, FLORIDA:

By: _____
Chairperson

(Seal)

Attest: Kevin Madok, Clerk

_____
As Deputy Clerk

Approved as to legal form & sufficiency:

Eve M. Lewis Digitally signed by Eve M. Lewis Date: 2024.12.09 17:09:09 -05'00'

Eve M. Lewis, Assistant County Attorney

FILED FOR RECORD
2025 JAN -3 AM 11:53
CLK. CIR. CT.
MONROE COUNTY, FLA.

"EXHIBIT A"

ESO SUBSCRIPTION AGREEMENT

This ESO Subscription Agreement is entered into as of the date indicated on the duly executed Master Agreement (***"Effective Date"***), by and between ESO Solutions, Inc., a Texas corporation having its principal place of business at 11500 Alterra Parkway, Suite 100 Austin, TX 78758, including its controlled subsidiaries, (collectively, ***"ESO"***) and ***Customer*** (or the governing or controlling authority thereof), as indicated on the Quote or other ordering document. . The Master Agreement consists of this "Exhibit A" (the "***General Terms & Conditions***") below, "Exhibit B" ("Support Services"), "Exhibit C" (the "Business Associate Agreement"), and "Exhibit D" (the "Contracted Services and Licensed Software/Subscription Schedule" that summarizes existing Orders (as defined below)) executed by the parties.

The parties have agreed that ESO will provide Customer certain technology products and/or services and that Customer will pay ESO certain fees. Therefore, in consideration of the covenants, agreements and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows.

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS.** Capitalized terms not otherwise defined in this Agreement have the meanings below:

"Add-On Software" means any complementary software components or reporting service(s) that ESO makes available to customer through its Software.

"Customer Data" means information, data and other content in electronic form that is submitted, posted, or otherwise transmitted by or on behalf of Customer through the Software.

"De-identified Data" means Customer Data which (i) if PHI, has been deidentified in accordance with HIPAA, or (ii) if not PHI, which has had all personally identifiable information removed, as well as the names and addresses of Customer and any of its Users and/or Customer's clients, and in each case as a consequence is neither PHI nor identifiable to or by Customer.

"Deliverable" means software, report, or other work product created pursuant to a Statement of Work.

"Documentation" means the Software's user guides and operating manuals.

"Feedback" refers to any suggestion or idea for improving or otherwise modifying ESO's products or services.

"Integrated Service" means a third-party hardware, software, service, website, or data that is integrated with (or interoperates) with a Service. Nonexclusive examples of Integrated Services include computer-aided dispatch (CAD), cardiac monitors and billing software.

"Intellectual Property" means trade secrets, copyrightable subject matter, patents and patent applications, and other proprietary information, activities, and any ideas, concepts, innovations, inventions and designs.

"Licensed Software" means the executable, object code version of software that ESO provides to Customer for its use and installation on Customer's own equipment. For the avoidance of doubt, Licensed Software does not include Add-on Software or SaaS.

"New Version" means any new version of Licensed Software (excluding SaaS Software) that ESO may from time to time introduce and market generally as a distinct licensed product, as may be indicated by ESO's designation of a new version number, brand or product.

"Order" means a document addressing the order of a specific set of products or services which is executed by authorized representatives of each party. An Order may be (a) an ESO sales form or "Quote", (b) a Statement of Work, or (c) an addendum or other writing which is attached or which the parties intend to be incorporated by reference into this Agreement. For the avoidance of doubt, unilateral purchase orders and other similar documents do not constitute an Ordering Document.

"Outage" means Customer is unable to access SaaS, or such access is materially delayed, impaired or disrupted, in each case as caused or controlled by ESO.

"Professional Services" means professional services provided by ESO under a Statement of Work.

"Protected Health Information" or ***"PHI"*** has the meaning set forth in HIPAA. All references herein to PHI shall be construed to include electronic PHI, or ePHI, as that term is defined by HIPAA.

"Reporting Services" means, collectively, the different tools or features in the Software allowing Customer to generate compilations of data, including but not limited to ad-hoc reports, analytics, benchmarking or any other reporting tool provided through the Software.

"SaaS" means software-as-a-service that ESO hosts (directly or indirectly) for Customer's use on a periodic subscription basis. For the avoidance of doubt, SaaS does not include Licensed Software.

"Scheduled Downtime" means periods when ESO intentionally interrupts SaaS to perform system maintenance or otherwise correct service errors during non-peak hours (except for critical circumstances), typically between midnight and 6 a.m. Central Time on a fortnightly basis.

"Software" means any ESO computer program, programming or modules specified in the Agreement or any Order. For the avoidance of doubt, Add-on Software, SaaS, and Licensed Software are collectively referred to as Software.

"Support Services" means those services described in Exhibit B.

"Third-Party Data" means data not owned by ESO but which is (or access to which is) provided by ESO under an Order (such as fire codes or AAAM AIS codes).

"Third-Party Service" means a service not provided by ESO but which is made available by ESO in connection with its Software under an Order.

"Third-Party Software" means software not owned by ESO but which is (or access to which is) provided by ESO under an or Order.

"Use Restrictions" means the restrictions imposed on Customer's use of Software as described in Section 3.3.

"User" means any individual who uses the Software on Customer's behalf through Customer's account or passwords.

2. **SOFTWARE ORDERS.** During the Term, Customer may order Software from ESO by signing an appropriate Order. Customer's license to Licensed Software and its subscription to SaaS are set forth below. Each such Order is incorporated herein by reference.

3. **LICENSE/SUBSCRIPTION TO SOFTWARE**

3.1. Grant of Subscription: SaaS. For SaaS, during the Term Customer may access and use the SaaS and Reporting Services, with the access and volume limitations set forth on the applicable Order, subject to Customer's compliance with the Use Restrictions and other limitations contained in this Agreement.

3.2. Grant of License: Licensed Software. For Licensed Software, during the Term ESO hereby grants Customer a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable license to copy and use the Licensed Software, in such quantities as are set forth on the applicable Order and as necessary for Customer's internal business purposes, in each case subject to Customer's compliance with the Use Restrictions and other limitations and obligations contained in this Agreement.

3.3. Use Restrictions. Except as provided in this Agreement or as otherwise authorized by ESO, Customer has no right to, and shall not: (a) decompile, reverse engineer, disassemble, print, copy or display the Software or otherwise reduce the Software to a human-perceivable form in whole or in part; (b) publish, release, rent, lease, loan, sell, distribute or transfer the Software to another person or entity; (c) reproduce the Software for the use or benefit of anyone other than Customer; (d) alter, modify or create derivative works based upon the Software either in whole or in part; or (e) use or permit the use of the Software for commercial time-sharing arrangements or providing service bureau, data processing, rental, or other services to any third party (including any affiliate not specifically listed in the applicable Order).

3.4. Ownership. The rights granted under the provisions of this Agreement do not constitute a sale of the Software. ESO retains all right, title, and interest in and to the Software, including without limitation all software used to provide the Software and all graphics, user interfaces, logos and trademarks reproduced through the Software, and Feedback, except to the limited extent set forth in this Agreement. This Agreement does not grant Customer any intellectual property rights in the Software or any of its components, except to the limited extent that this Agreement specifically sets forth Customer's rights to access, use, or copy the Software during the Term. Customer acknowledges that the Software and its components are protected by copyright and other laws.

3.5. Third-Party Software and Services. This Section 3.5 applies to Third-Party Software and Services offered by ESO. Refer to the product table following the Agreement for applicability.

3.5.1. ESO neither accepts liability for, nor warrants the functionality, utility, availability, reliability or accuracy of, Third-Party Software or Third-Party Services. The Third-Party Software "EMS1 Academy" and/or "FireRescue1 Academy" and/or "EMS1 & FireRescue1 Academy – Implementation and Configuration" and/or "Learning Management System" and/or "EVALS Implementation" (collectively, "**Education**") is offered by ESO in collaboration with Lexipol, f/k/a The Praetorian Group. If Customer subscribes to Education, Customer acknowledges and agrees to the terms and conditions of the Praetorian license agreement, located at https://www.lexipol.com/terms-and-conditions/, which shall supersede this Agreement as it applies to Customer's use of Education and any Customer Data stored therein.

3.5.2. Third-Party Data. If Customer (as indicated on an Order) elects to license Third-Party Data (*e.g.*, fire codes), then subject to the terms hereof, ESO hereby grants Customer a non-exclusive, non-sublicensable, and non-transferable license during the Term to use such Third-Party Data via the Software solely for Customer's internal purposes. Customer will not (i) allow greater access than that set forth in the applicable Order, (ii) disclose, release, distribute, or deliver Third-Party Data, or any

portion thereof, to any third party (iii) copy, modify, or create derivative works of Third-Party Data, (iv) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available Third-Party Data, (v) attempt to output in any form more than 10% of the Third-Party Data or otherwise circumvent the usage limitations included in the Software, (vi) remove any proprietary notices included within Third-Party Data or Software, or (vii) use Third-Party Data in any manner or for any purpose that infringes or otherwise violates any proprietary right of a person, or that violates applicable law. ESO does not warrant the functionality, reliability, accuracy, completeness or utility of, Third-Party Data, or accept any liability therefor. Additional terms and limitations applicable to Third-Party Data may be provided on the applicable Order.

3.6. Integrated Services. Customer is responsible for securing the right for ESO to receive, transmit, process, display, and store all data ("Integrated Data") from and to any Integrated Service to the extent required for ESO to perform its obligations and exercise its rights under this Agreement. ESO's obligation to support Integrated Services is contingent upon Customer securing such rights. Customer's failure to secure such rights does not terminate or suspend Customer's obligation to pay Fees. Customer bears (and shall hold ESO harmless from) all risks associated with access to and use of Integrated Services and Integrated Data. Any Integrated Data made accessible by ESO in or through the Integrated Service is provided on an "as-is" and "as available" basis without any warranty of any kind. Customer acknowledges that ESO is not responsible for and under no obligation to control, monitor or correct Integrated Data; provided, however, ESO reserves the right to take remedial action if any such data violates applicable law or this Agreement, including without limitation and after prompt notice to Customer, the removal of, or disablement of access to, such data and the Integrated Service. Customer acknowledges that ESO's ability to deliver each Service is contingent upon Customer or User's compliance with this Agreement and any applicable third party's terms of use. Accordingly, if ESO's performance under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, or third party vendors (other than ESO) ("Customer Delay"), ESO shall not be deemed in breach of its obligations under this Agreement or otherwise be liable for any costs or losses of Customer (in each case, to the extent arising directly or indirectly from Customer Delay).

3.7. Third Party APIs. Customer acknowledges that: (i) the nature, type, quality and availability of Integrated Data and Integrated Services may change at any time during the Term, and (ii) features of the Integrated Service that integrate or interoperate with third parties and Integrated Data depend on the continuing availability of such third parties' respective application programming interfaces ("APIs") for use with the Integrated Service. ESO may update, change or modify the Integrated Services under this Agreement because of a change in, or unavailability of, such Integrated Data or APIs. If any third-party ceases to make its Integrated Data or APIs available on reasonable terms for the Integrated Services, as determined by ESO in its sole discretion, ESO may cease providing access to or support for the affected Integrated Data or Integrated Service without any liability to Customer, provided that prompt notice to Customer is given and existing public records are preserved by ESO. Any changes to Integrated Data or APIs, including their availability or unavailability, during the Term does not affect Customer's obligations under this Agreement or the applicable Order, and Customer will not be entitled to any reduction in fees, refund, credit or other compensation due to any such changes.

4. HOSTING, SLA & SUPPORT SERVICES

4.1. Hosting & Management. Customer shall be responsible for hosting and managing any Licensed Software on systems meeting the requirements specified by ESO. ESO shall be responsible for hosting and managing any SaaS.

4.2. Service Level Agreement. If an Outage, excluding Scheduled Downtime (as defined below), results in the service level uptime falling below 99% for any three-month period (the ***"Uptime Commitment"***), then Customer may immediately terminate this Agreement, in which case ESO will refund any prepaid, unearned Fees to Customer. This is Customer's sole remedy for ESO's breach of the Uptime Commitment.

4.3. Scheduled Downtime. ESO will endeavor to provide reasonable (72 hour) notice of Scheduled Downtime to Customer's Users. Notice of Scheduled Downtime may be provided from within the Software or via email. Scheduled Downtime shall never constitute a failure of performance or Outage by ESO. Notification timelines and the frequency of Scheduled Downtime are subject to the emergence of security concerns outside of ESO's control.

4.4. Support and Updates. During the Term, ESO shall provide to Customer the Support Services, in accordance with Exhibit B, which is incorporated herein by reference. ESO may update and revise its Software, providing reasonable notice in the case of any material diminishment.

5. FEES

5.1. Fees. In consideration of the rights granted hereunder, Customer agrees to pay ESO the fees for the Software and Professional Services as set forth in the Order(s)) (collectively, ***"Fees"***). The Fees are non-cancelable and non-refundable, except as expressly provided herein. Customer (or Third-Party Payer, if applicable) shall pay all undisputed invoices within 30 days of receipt.

5.2. Third-Party Payer. If Customer desires to use a third-party to pay some or all of the Fees on behalf of Customer (a ***"Third-Party Payer"***), then (i) each applicable Order will identify such arrangement, (ii) the Third-Party Payer will enter into a written

agreement with ESO regarding such arrangement, (iii) Customer may replace the Third-Party Payer by written notice to ESO (provided that no such change shall be made until the then-current Term's renewal), (iv) references within this Section 5 to Customer's responsibility for Fees shall be understood to refer to the Third-Party Payer when applicable, and (v) Customer shall remain responsible for payment if the Third-Party Payer does not pay the Fees.

5.3. Uplift on Renewal. Fees for Software, which recur annually, shall increase by the percentage assigned to each product provided in "Exhibit D" each year this Agreement is in effect.

5.4. Taxes and Fees. The Fees are exclusive of all taxes and credit card processing fees, if applicable. Unless and until Customer provides ESO a tax exemption certificate, Customer will be responsible for and will remit (or will promptly reimburse ESO for) all taxes of any kind, including sales, use, duty, customs, withholding, property, value-added, and other similar federal, state or local taxes (other than taxes based on ESO's income) related to this Agreement.

5.5. Appropriation of Funds. If Customer is a city, county or other government entity, Customer may terminate the Agreement at the end of the Customer's fiscal term if Customer provides evidence that its governing body did not appropriate sufficient funds for the next fiscal year. Notwithstanding the foregoing, this provision shall not excuse Customer from past payment obligations or other Fees earned and unpaid.

5.6. Usage Monitoring. Customer is solely responsible for its own adherence to volume and use limitations indicated on the applicable Order. ESO may monitor Customer's use of the Software, and if Customer's usage exceeds the level indicated in the applicable Order (an ***"Overage"***), Customer shall owe ESO the Fee corresponding to such usage level at a rate no higher than ESO's then-standard pricing for new customers at an equivalent usage level. ESO may invoice for Overages immediately, but only after prompt written notice to Customer and opportunity to cure.

6. TERM AND TERMINATION

6.1. Term. The term of this Agreement (the ***"Term"***) commences on the Effective Date and continues for a period of one year (or any longer period provided in an Order).

6.2. Termination for Cause. Either party may terminate this Agreement or any individual Order for the other party's uncured material breach by providing written notice. The breaching party shall have 30 days from receipt to cure such breach to the reasonable satisfaction of the non-breaching party.

6.3. Effect of Termination. If Customer terminates this Agreement or any Order as a result of ESO's material breach, then to the extent Customer prepaid any Fees, ESO shall refund to Customer those prepaid Fees on a pro-rata basis from the date Customer actually ceases use of the Software. Upon termination of this Agreement or any Order, Customer shall cease all use of the Software and delete, destroy or return all copies of the Documentation and Licensed Software in its possession or control, except as required by law. Customer shall remain obligated to pay appropriate Fees at ESO's then-current rates if Customer continues to use or access Software after the termination or expiration of this Agreement. Termination of this Agreement is without prejudice to any other right or remedy and shall not release a party from any liability.

6.4. Delivery of Data. ESO will provide Customer its Customer Data in a searchable .pdf format upon request made within 60 days of the expiration or termination of this Agreement. Customer acknowledges that ESO has no obligation to retain Customer Data more than 60 days after expiration or termination of this Agreement.

7. REPRESENTATIONS AND WARRANTIES

7.1. Material Performance of Software. After it is fully implemented (and subject to Customer's adherence to Sections 3.3, 4.1 and 13.4), ESO warrants that the Software will reliably collect, transmit, store and/or permit access to data in compliance with applicable law and industry standards.

7.2. Due Authority. Each party's execution, delivery and performance of this Agreement and each agreement or instrument contemplated by this Agreement is duly authorized by all necessary corporate or government action.

7.3. Customer Cooperation. Customer agrees to use current operating systems and reasonably and timely cooperate with ESO, including providing ESO reasonable access to its equipment, software and data as necessary for the implementation and operation of the Software.

8. **DISCLAIMER OF WARRANTIES**. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, ESO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, TITLE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7, CUSTOMER ACCEPTS THE SOFTWARE "AS-IS" AND "AS AVAILABLE."

9. CONFIDENTIALITY

9.1. ***"Confidential Information"*** refers to the following items: (a) any document marked "Confidential"; (b) any information orally

designated as "Confidential" at the time of disclosure, provided the disclosing party confirms such designation in writing within five business days; (c) the Software and Documentation, whether or not designated confidential; (d) ESO's security controls, policies, procedures, audits, or other information concerning ESO's internal security posture; (e) any other nonpublic, sensitive information reasonably treated as trade secret or otherwise confidential; and (f) Customer Data which does comprise PHI . Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the other party's possession at the time of disclosure free of duty of non-disclosure; (ii) is independently developed without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the receiving party's improper action or inaction; (iv) is approved for release in writing by the disclosing party; (v) as to ESO, Customer's Feedback; or (vi) is PHI (*which shall be governed by the Business Associate Agreement rather than this Section*). Notwithstanding the above, confidential information may only be classified as such if it is determined "confidential and exempt" in accordance with relevant Florida Laws (including but not limited to Chapter 119, Fla. Stat.) and existing case law.

9.2. Nondisclosure. Each party shall use Confidential Information of the other party solely to fulfill the terms of this Agreement (the "***Purpose***"). Each party shall (a) ensure that its employees or contractors are bound by confidentiality obligations no less restrictive than those contained herein, and (b) not disclose Confidential Information to any other third party without prior written consent from the disclosing party. Without limiting the generality of the foregoing, the receiving party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. A receiving party shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it is aware.

9.3. Termination & Return. With respect to each item of Confidential Information, the obligations of nondisclosure will terminate three years after the date of disclosure; provided that, such obligations related to Confidential Information constituting ESO's trade secrets shall continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, a party shall return all copies of Confidential Information to the other or certify the destruction thereof.

9.4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto.

9.5. Open Records and Other Laws. Notwithstanding anything in this Section to the contrary, the parties expressly acknowledge that Confidential Information may be disclosed if such Confidential Information is required to be disclosed by law, a lawful public records request, or judicial order, provided that prior to such disclosure, written notice of such required disclosure shall be given promptly and without unreasonable delay by the receiving party in order to give the disclosing party the opportunity to object to the disclosure and/or to seek a protective order. The receiving party shall reasonably cooperate in this effort. In addition, Customer may disclose the contents of this Agreement solely for the purpose of completing its review and approval processes under its local rules, if applicable.

10. **INSURANCE.** Throughout the Term (and for a period of at least three years thereafter for any insurance written on a claims-made form) ESO shall maintain in effect the insurance coverage described below:

10.1. Commercial general liability insurance with a minimum of $1 million per occurrence and $1 million aggregate;

10.2. Commercial automobile liability insurance covering use of all non-owned and hired automobiles with a minimum limit of $1 million for bodily injury and property damage liability;

10.3. Worker's compensation insurance and employer's liability insurance or any alternative plan or coverage as permitted or required by applicable law, with a minimum employer's liability limit of $1 million each accident or disease; and

10.4. Computer processor/computer professional liability insurance (a/k/a technology errors and omissions) covering the liability for financial loss due to error, omission or negligence of ESO, and privacy and network security insurance ("cyber coverage") covering losses arising from a disclosure of confidential information (including PHI) with a combined aggregate amount of $1 million.

11. **INDEMNIFICATION**

11.1. IP Infringement. Subject to the limitations in Section 12, ESO shall defend and indemnify Customer from any damages, costs, liabilities, expenses (including reasonable attorney's fees) (***"Damages"***) actually incurred or finally adjudicated as to any third-party claim or action alleging that the Software delivered pursuant to this Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the applicable jurisdiction (each, an ***"Indemnified Claim"***). If Customer makes an Indemnified Claim under this Section or if ESO determines that an Indemnified Claim may occur, ESO may at its option: (a) obtain a right for Customer to continue using such Software; (b) modify such Software to make it a non-infringing equivalent or (c) replace such Software with a non-infringing equivalent. If (a), (b), or (c) above are not reasonably practicable, either party may, at its option, terminate the relevant Order, in which case ESO will refund any pre-paid Fees on a pro-rata basis for such Order. Notwithstanding the foregoing, ESO shall have no obligation hereunder for any claim resulting or arising from (x) Customer's breach of this Agreement; (y) modifications made to the Software not performed or provided by or on behalf of ESO or (z) the combination, operation or use by Customer (and/or

anyone acting on Customer's behalf) of the Software in connection with any other product or service (the combination or joint use of which causes the alleged infringement). This Section 11 states ESO's sole obligation and liability, and Customer's sole remedy, for potential or actual intellectual property infringement by the Software.

11.2. Indemnification Procedures. Upon becoming aware of any matter which is subject to the provisions of Sections 11.1 (a "Claim"), Customer must give prompt written notice of such Claim to ESO, accompanied by copies of any written documentation regarding the Claim received by the Customer. ESO shall compromise or defend, at its own expense and with its own counsel, any such Claim. Customer will have the right, at its option, to participate in the settlement or defense of any such Claim, with its own counsel and at its own expense; provided, however, that ESO will have the right to control such settlement or defense. ESO will not enter into any settlement that imposes any liability or obligation on Customer without the Customer's prior written consent. The parties will cooperate in any such settlement or defense and give each other full access to all relevant information, at ESO's expense.

12. LIMITATION OF LIABILITY

12.1. **LIMITATION OF DAMAGES**. NEITHER ESO NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR DAMAGES FOR LOST PROFITS, GOODWILL, USE OF MONEY, STOPPAGE OF WORK OR IMPAIRMENT OF OTHER ASSETS RELATING TO THIS AGREEMENT.

12.2. **SPECIFIC LIABILITY**. LIABILITY SHALL BE LIMITED AS FOLLOWS:

(a) ESO'S OBLIGATIONS UNDER SECTION 11 SHALL BE LIMITED TO $1,000,000.

(b) DAMAGES ARISING FROM A PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS (INCLUDING A BREACH OF OBLIGATIONS REGARDING PROTECTED HEALTH INFORMATION), SHALL BE LIMITED TO $1,000,000.

(c) DAMAGES ARISING FROM A PARTY'S WILLFUL MISCONDUCT OR CRIMINAL CONDUCT SHALL NOT BE LIMITED.

12.3. **GENERAL LIABILITY**. EXCEPT AS EXPRESSLY PROVIDED "SPECIFIC LIABILITY," ESO'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY (OR ON BEHALF OF) CUSTOMER WITHIN THE PRECEDING 12-MONTH PERIOD UNDER THE APPLICABLE ORDER OR EXHIBIT GIVING RISE TO THE CLAIM.

12.4. THE FOREGOING LIMITATIONS, EXCLUSIONS, DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION SHALL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION PERMITTED TO THE FULLEST EXTENT POSSIBLE UNDER SUCH LAW. THE PARTIES AGREE THAT THE LIMITATIONS SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR ESO'S SOFTWARE AND SERVICES TO CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSES OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

12.5. THIS SECTION 12 SHALL SURVIVE EXPIRATION OR TERMINATION OF THE AGREEMENT.

13. CUSTOMER DATA & PRIVACY

13.1. Ownership of Data. As between ESO and Customer, all Customer Data shall be owned by Customer.

13.2. Use of Customer Data. Unless it receives Customer's prior written consent, ESO shall not grant any third-party access to Customer Data, except (a) subcontractors that are subject to a reasonable nondisclosure agreement or (b) authorized participants in the case of Software designed to permit Customer to transmit Customer Data. ESO may only use and disclose Customer Data to fulfill its obligations under this Agreement or as required by applicable law or legal or governmental authority. ESO shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise contest such required disclosure, at Customer's expense.

13.3. De-identified Data. CUSTOMER ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANY OTHER PROVISION HEREIN, ESO MAY USE DE-IDENTIFIED DATA FOR INTERNAL AND EXTERNAL PURPOSES (INCLUDING BENCHMARKING AND RESEARCH), PROVIDED THAT ESO WILL NOT SELL DE-IDENTIFIED DATA TO THIRD PARTIES FOR COMMERCIAL USE. Without limiting the foregoing, ESO will own all right, title and interest in all Intellectual Property of any aggregated and de-identified reports, summaries, compilations, analysis, statistics or other information derived therefrom.

13.4. Internet Access. Customer is solely responsible for obtaining, maintaining, and securing its network connections, and acknowledges such connections are essential to the effective operation of the Software. ESO makes no representations to Customer regarding the reliability, performance or security of any network or service provider not provided or managed by ESO.

14. **WORK PRODUCT**

14.1. Work Product Ownership. In the event Customer hires ESO to perform Professional Services, ESO alone shall hold all right, title, and interest to all proprietary and intellectual property rights of the Deliverables (including, without limitation, patents, trade secrets, copyrights, and trademarks), as well as title to any copy of software made by or for Customer (if applicable). Customer hereby explicitly acknowledges and agrees that nothing in this Agreement or a separate Order gives the Customer any right, title, or interest to the intellectual property or proprietary know-how of the Deliverables.

15. **GOVERNMENT PROVISIONS**

15.1. Compliance with Laws. Both parties shall comply with and give all notices required by all applicable federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on use of the Software and the performance of this Agreement (provided that Customer shall be solely responsible for any such notice required to be given to its employees, agents or patients). Customer acknowledges and agrees that it must fully and accurately report discounts or other incentives under this Agreement on any cost reports or other applicable claims for payment submitted under any federal health care program, including but not limited to Medicare and Medicaid, as required by federal law.

15.2. Business Associate Agreement. The parties agree to the terms of the Business Associate Agreement attached as Exhibit C and incorporated herein by reference.

15.3. Equal Opportunity. The parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable (prohibiting discrimination on the basis of protected veteran status, disability, race, color, religion, sex, sexual orientation, gender identity or national origin).

15.4. Excluded Parties List. ESO agrees to report to Customer if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

16. **PHI ACCURACY & COMPLETENESS**

16.1. Customer Responsibilities. The Software allows Customer and its Users to enter, document, and disclose Customer Data, and as such, ESO gives no representations or guarantees about the accuracy or completeness of Customer Data (including PHI) entered, uploaded or disclosed through the Software. Customer is solely responsible for any decisions or actions taken involving patient care or patient care management, whether those decisions or actions were made or taken using information received through the Software.

16.2. HDE Customer Certifications. In the interest of furthering community health through the power of data, ESO encourages Customers subscribing to ESO's Health Data Exchange ("HDE") Software to empower joint healthcare providers by incorporating relevant, HIPAA-compliant data elements in Customer's outgoing patient care records delivered through HDE. ESO shall annually accredit qualifying customers with Gold, Silver, or Bronze level certifications in accordance with Exhibit C, and Customer may reference such certification in marketing materials.

17. **MISCELLANEOUS**

17.1. Independent Contractors. The parties are independent contractors. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that no ESO employee or contractor is or will be considered an employee of Customer.

17.2. Notices. Notices provided under this Agreement must be in writing and delivered by (a) certified mail, return receipt requested to a party's principal place of business as forth in the recitals on page 1 of this Agreement, (b) hand delivered, (c) facsimile with receipt of a "Transmission Confirmed" acknowledgment, (d) e-mail to a person designated in writing by the receiving party, or (e) delivery by a reputable overnight carrier service. In the case of delivery by facsimile or e-mail, the notice must be followed by a copy of the notice being delivered by a means provided in (a), (b) or (e). The notice will be deemed given on the day the notice is received.

17.3. Merger Clause. In entering into this Agreement, neither party is relying upon any representations or statements of the other that are not fully expressed in this Agreement; rather, each party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statement not expressly set forth in this Agreement. In the event the Customer issues a purchase order, letter or any other document addressing the Software or Services to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such writing is for the Customer's internal purposes only, and that any terms, provisions, and conditions contained therein shall in no way modify this Agreement.

17.4. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. If a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

17.5. Subcontracting. Except for Support Services, and training and implementation services related to the Software, neither party may

subcontract or delegate its obligations to each other hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this Agreement, without the other party's prior written consent.

17.6. Modifications and Amendments. This Agreement may not be amended except through a written agreement signed by authorized representatives of each party, provided that the Customer agrees that ESO may rely on informal writings (including emails) of Customer's authorized representatives to terminate Software products and services.

17.7. Force Majeure. No delay, failure, or default will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control (collectively, "Force Majeure"). In such event, however, the delayed party must promptly provide the other party notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the event last longer than 30 days, the other party may immediately terminate the applicable Order.

17.8. Marketing. If requested by ESO, Customer agrees to reasonably cooperate with ESO's preparation and issuance of a public announcement regarding the relationship of the parties.

17.9. Waiver & Breach. Neither party will be deemed to waive any rights under this Agreement except through an explicit written waiver made by an authorized representative. No waiver of a breach of this Agreement will constitute a waiver of any other breach hereof.

17.10. Survival of Terms. Unless otherwise stated, all of ESO's and Customer's respective obligations, representations and warranties under this Agreement which are not, by the expressed terms of this Agreement, fully to be performed while this Agreement is in effect shall survive the termination of this Agreement.

17.11. Ambiguous Terms. This Agreement will not be construed against any party by reason of its preparation.

17.12. Governing Law. This Agreement, any claim dispute or controversy hereunder (a ***"Dispute"***) will be governed by (i) the laws of the State of Florida and the United Stated of America, or (ii) if Customer is a city, county, municipality or other governmental entity, the law of state where Customer is located, in each case foregoing without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees. Venue for state matters is exclusively in the Sixteenth Judicial Circuit in and for Monroe County, FL; and venue for federal matters is exclusively in the U.S. District Court in and for the Southern District of Florida.

17.13. New Versions & Sunset. If ESO releases a New Version of Licensed Software (*i.e.*, not SaaS), Customer may elect to receive such New Version, subject to a relicense fee of 75% of the standard price for such new version; and same must be memorialized via a formal amendment to the agreement, and specifically the products and services listings of the Customer outlined in "Exhibit D." All New Versions provided under this Agreement will constitute Licensed Software and be subject to the terms and conditions of this Agreement. ESO may discontinue Support Services for Licensed Software upon 12 months' notice to Customer.

17.14. No Class Actions. NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER ESO CUSTOMERS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

17.15. Dispute Resolution. Customer and ESO will attempt to resolve any Dispute through negotiation or by utilizing a mediator agreed to by the parties, rather than through litigation. Negotiations and mediations will be treated as confidential. If the parties are unable to reach a resolution within 30 days of notice of the Dispute to the other party, the parties may pursue all other courses of action available at law or in equity.

17.16. Technology Export. Customer shall not: (a) permit any third party to access or use the Software in violation of any U.S. law or regulation; or (b) export any software provided by ESO or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the Software in, or export such software to, a country subject to a United States embargo (as of the Effective Date - Cuba, Iran, North Korea, Sudan, and Syria).

17.17. Reserved.

17.18. Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, and all such counterparts will constitute a single instrument.

17.19. Reserved.

EXHIBIT B
SUPPORT SERVICES

1. **DEFINITIONS**. Capitalized terms not defined below shall have the same meaning as in the General Terms & Conditions.

   1.1. "Enhancement" means a modification, addition or new release of the Software that when added to the Software, materially changes its utility, efficiency, functional capability or application.

   1.2. "E-mail Support" means ability to make requests for technical support assistance by e-mail at any time concerning the use of the then-current release of Software.

   1.3. "Error" means an error in the Software, which significantly degrades performance of such Software as compared to ESO's then-published Documentation.

   1.4. "Error Correction" means the use of reasonable commercial efforts to correct Errors.

   1.5. "Fix" means the repair or replacement of object code for the Software or Documentation to remedy an Error.

   1.6. "Initial Response" means the first contact by a Support Representative after the incident has been logged and a ticket generated. This may include an automated email response depending on when the incident is first communicated.

   1.7. "Management Escalation" means, if the initial Workaround or Fix does not resolve the Error, notification of management that such Error(s) have been reported and of steps being taken to correct such Error(s).

   1.8. "Severity 1 Error" means an Error which renders the Software completely inoperative (*e.g.*, a User cannot access the Software due to unscheduled downtime or an Outage).

   1.9. "Severity 2 Error" means an Error in which Software is still operable; however, one or more significant features or functionality are unavailable (*e.g.*, a User cannot access a core component of the Software).

   1.10. "Severity 3 Error" means any other error that does not prevent a User from accessing a significant feature of the Software (*e.g.*, User is experiencing latency in reports).

   1.11. "Severity 4 Error" means any error related to Documentation or a Customer Enhancement request.

   1.12. "Status Update" means if the initial Workaround or Fix cannot resolve the Error, notification of the Customer regarding the progress of the Workaround or Fix.

   1.13. "Online Support" means information available through ESO's website (www.eso.com), including frequently asked questions and bug reporting via Live Chat.

   1.14. "Support Representative" shall be ESO employee(s) or agent(s) designated to receive Error notifications from Customer, which Customer's Administrator has been unable to resolve.

   1.15. "Update" means an update or revision to Software, typically for Error Correction.

   1.16. "Upgrade" means a new version or release of Software or a particular component of Software, which improves the functionality or which adds functional capabilities to the Software and is not included in an Update. Upgrades may include Enhancements.

   1.17. "Workaround" means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing Customer's use of the Software.

2. **SUPPORT SERVICES.**

   2.1. Customer will provide at least one administrative employee (the "Administrator" or "Administrators") who will handle all requests for first-level support from Customer's employees with respect to the Software. Such support is intended to be the "front line" for support and information about the Software to Customer's Users. ESO will provide training, documentation, and materials to the Administrator to enable the Administrator to provide technical support to Customer's Users. The Administrator will notify a Support Representative of any Errors that the Administrator cannot resolve and assist ESO in information gathering.

   2.2. ESO will provide Support Services consisting of (a) Error Correction(s); (b) Enhancements, Updates and Upgrades that ESO, in its discretion, makes generally available to its customers without additional charge; and (c) E-mail Support, telephone support, and Online Support. ESO may use multiple forms of communication for purposes of submitting periodic status reports

to Customer, including but not limited to, messages in the Software, messages appearing upon login to the Software or other means of broadcasting Status Update(s) to multiple customers affected by the same Error, such as a customer portal.

2.3. ESO's support desk will be staffed with competent technical consultants who are trained in and thoroughly familiar with the Software and with Customer's applicable configuration. Telephone support and all communications will be delivered in intelligible English.

2.4. Normal business hours for ESO's support desk are Monday through Friday 7:00 am to 7:00 pm CT. Customer will receive a call back from a Support Representative after-hours for a Severity 1 Error.

2.5. ESO will provide responses to a technology and/or security assessment of reasonable detail (a "Tech Assessment") upon request prior to (or in connection with) implementation. ESO will provide responses to any subsequent Tech Assessments provided that Customer compensates ESO at its then-current and standard consulting rates for all work performed in connection with such Tech Assessments.

ERROR PRIORITY LEVELS. Customer will report all Errors to ESO via ESO's Support Request Form link (New Case Form - ESO) or by telephone (866-766-9471, option #3). ESO shall exercise commercially reasonable efforts to correct any Error reported by Customer in accordance with the priority level reasonably assigned to such Error by ESO.

2.6. Severity 1 Error. ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within four hours; (iii) initiate Management Escalation promptly; and (iv) provide Customer with a Status Update within four hours if ESO cannot resolve the Error within four hours.

2.7. Severity 2 Error. ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within eight hours; (iii) initiate Management Escalation within 48 hours if unresolved; and (iv) provide Customer with a Status Update within forty-eight hours if ESO cannot resolve the Error within forty-eight hours.

2.8. Severity 3 Error. ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within three business days; and (iii) provide Customer with a Status Update within seven calendar days if ESO cannot resolve the Error within seven calendar days.

2.9. Severity 4 Error. ESO shall provide an Initial Response within seven calendar days.

3. **CONSULTING SERVICES**. If ESO reasonably believes that a problem reported by Customer is not due to an Error in the Software, ESO will so notify Customer. At that time, Customer may request ESO to proceed with a root cause analysis at Customer's expense as set forth herein or in a separate SOW. If ESO agrees to perform the investigation on behalf of Customer, then ESO's then-current and standard consulting rates will apply for all work performed in connection with such analysis, plus reasonable related expenses incurred, For the avoidance of doubt, Consulting Services will include customized report writing by ESO on behalf of Customer.

4. **EXCLUSIONS.**

4.1. ESO shall have no obligation to perform Error Corrections or otherwise provide support for: (i) Customer's repairs, maintenance or modifications to the Software (if permitted); (ii) Customer's misapplication or unauthorized use of the Software; (iii) altered or damaged Software not caused by ESO; (iv) any third-party software; (v) hardware issues; (vi) Customer's breach of the Agreement; and (vii) any other causes beyond the ESO's reasonable control.

4.2. ESO shall have no liability for any changes in Customer's hardware or software systems that may be necessary to use the Software due to a Workaround or Fix.

4.3. ESO is not required to perform any Error Correction unless ESO can replicate such Error on its own software and hardware or through remote access to Customer's software and hardware.

4.4. Customer is solely responsible for its selection of hardware, and ESO shall not be responsible the performance of such hardware even if ESO makes recommendations regarding the same.

5. **MISCELLANEOUS**. The parties acknowledge that from time-to-time ESO may update its support processes specifically addressed in this Exhibit and may do so by posting such updates to ESO's website or otherwise notifying Customer of such updates. Customer will accept updates to ESO's support procedures and any other terms in this Exhibit; provided however, that they do not materially decrease the level of Support Services that Customer will receive from ESO.. THESE TERMS AND CONDITIONS DO NOT CONSTITUTE A PRODUCT WARRANTY. THIS EXHIBIT IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.

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EXHIBIT C
HIPAA BUSINESS ASSOCIATE AGREEMENT

Customer and ESO Solutions, Inc. ("Business Associate") agree that this HIPAA Business Associate Agreement is entered into for the benefit of Customer, which is a covered entity under the Privacy Standards ("Covered Entity"). Pursuant to the ESO Subscription Agreement (the "Agreement") into which this HIPAA Business Associate Agreement (this "BAA") has been incorporated, Business Associate may perform functions or activities involving the use and/or disclosure of PHI on behalf of the Covered Entity, and therefore, Business Associate may function as a business associate. Business Associate, therefore, agrees to the following terms and conditions.

1. Scope. This BAA applies to and is hereby automatically incorporated into all present and future agreements and relationships, whether written, oral or implied, between Covered Entity and Business Associate, pursuant to which PHI is created, maintained, received or transmitted by Business Associate from or on behalf of Covered Entity in any form or medium whatsoever.

2. Definitions. For purposes of this BAA, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any amendments or implementing regulations, (collectively "HIPAA Rules").

3. Compliance with Applicable Law. The parties acknowledge and agree that, beginning with the relevant effective date, Business Associate shall comply with its obligations under this BAA and with all obligations of a business associate under HIPAA, HITECH, the HIPAA Rules, and other applicable laws and regulations, as they exist at the time this BAA is executed and as they are amended, for so long as this BAA is in place.

4. Permissible Use and Disclosure of PHI. Business Associate may use and disclose PHI as necessary to carry out its duties to a Covered Entity pursuant to the terms of the Agreement, as required by law, or as permitted by the Agreement. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.

5. Limitations on Use and Disclosure of PHI. Business Associate shall not, and shall ensure that its directors, officers, employees, subcontractors, and agents do not, use or disclose PHI in any manner that is not permitted by the Agreement or that would violate Subpart E of 45 C.F.R. 164 ("Privacy Rule") if done by a Covered Entity. All uses and disclosures of, and requests by, Business Associate for PHI are subject to the minimum necessary rule of the Privacy Rule.

6. Required Safeguards to Protect PHI. Business Associate shall use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 ("Security Rule") with respect to electronic PHI, to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this BAA.

7. Reporting to Covered Entity. Business Associate shall report to the affected Covered Entity without unreasonable delay: (a) any use or disclosure of PHI not provided for by the Agreement of which it becomes aware; (b) any breach of unsecured PHI in accordance with 45 C.F.R. Subpart D of 45 C.F.R. 164 ("Breach Notification Rule"); and (c) any security incident of which it becomes aware. With regard to Security Incidents caused by or occurring to Business Associate, Business Associate shall cooperate with the Covered Entity's investigation, analysis, notification and mitigation activities, and except for Security Incidents caused by Covered Entity, shall be responsible for reasonable costs incurred by the Covered Entity for those activities. Notwithstanding the foregoing, Covered Entity acknowledges and shall be deemed to have received advanced notice from Business Associate that there are routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Business Associate; and (ii) immaterial incidents such as "pinging" or "denial of services" attacks.

8. Mitigation of Harmful Effects. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements.

9. Agreements by Third Parties. Business Associate shall enter into an agreement with any subcontractor of Business Associate that creates, receives, maintains or transmits PHI on behalf of Business Associate. Pursuant to such agreement, the subcontractor shall agree to be bound by the same or greater restrictions, conditions, and requirements that apply to Business Associate under this BAA with respect to such PHI.

10. Access to PHI. Within five business days of a request by a Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within five (5) business days forward such request to the Covered Entity.

11. Amendment of PHI. Within five business days of receipt of a request from a Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within five business days forward such request to the Covered Entity.

12. Documentation of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 and HITECH.

13. Accounting of Disclosures. Within five business days of notice by a Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI, Business Associate shall make available to a Covered Entity information to permit the Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. 164.528 and HITECH.

14. Other Obligations. To the extent that Business Associate is to carry out one or more of a Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with such requirements that apply to the Covered Entity in the performance of such obligations.

15. Judicial and Administrative Proceedings. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, the affected Covered Entity shall have the right to control Business Associate's response to such request, provided that, such control does not have an adverse impact on Business Associate's compliance with existing laws. Business Associate shall notify the Covered Entity of the request as soon as reasonably practicable, but in any event within seven business days of receipt of such request.

16. Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

17. Breach of Contract by Business Associate. In addition to any other rights a party may have in the Agreement, this BAA or by operation of law or in equity, either party may: i) immediately terminate the Agreement if the other party has violated a material term of this BAA; or ii) at the non-breaching party's option, permit the breaching party to cure or end any such violation within the time specified by the non-breaching party. The non-breaching party's option to have cured a breach of this BAA shall not be construed as a waiver of any other rights the non-breaching party has in the Agreement, this BAA or by operation of law or in equity.

18. Effect of Termination of Agreement. Upon the termination of the Agreement or this BAA for any reason, Business Associate shall return to a Covered Entity or, at the Covered Entity's direction, destroy all PHI received from the Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. This provision shall apply to PHI that is in the possession of Business Associate, subcontractors, and agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this BAA, even after termination of the Agreement or BAA, until such time as all PHI has been returned or otherwise destroyed as provided in this Section. For the avoidance of doubt, de-identified Customer Data shall not be subject to this provision.

19. Injunctive Relief. Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this BAA would cause irreparable harm to a Covered Entity, and in such event, the Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.

20. Owner of PHI. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI created or received by Business Associate on behalf of a Covered Entity.

21. Safeguards and Appropriate Use of Protected Health Information. Covered Entity is responsible for implementing appropriate privacy and security safeguards to protect its PHI in compliance with HIPAA. Without limitation, it is Covered Entity's obligation to:

    21.1. Not include PHI in information Covered Entity submits to technical support personnel through a technical support request or to community support forums. In addition, Business Associate does not act as, or have the obligations of a Business Associate under the HIPAA Rules with respect to Customer Data once it is sent to or from Covered Entity outside ESO's Software over the internet; and

    21.2. Implement privacy and security safeguards in the systems, applications, and software Covered Entity controls, configures and connects to ESO's Software.

22. Third Party Rights. The terms of this BAA do not grant any rights to any parties other than Business Associate and the Covered Entity.

23. Signatures. The signatures to the Agreement (or the document evidencing the parties' adoption thereof) indicate agreement hereto and shall be deemed signatures hereof, whether manual, electronic or facsimile.

* * * * *

"EXHIBIT D"

ESO Contracted Services and Licensed Software/Subscription Schedule

I. Pricing Schedule and Annual Uplift.

Monroe County Fire Rescue Subscriptions					
Subscriptions	# of Units	FY24 Base Amount	Uplift	Additional Amt	FY25 Contract Amount
ESO Fire Incidents	10	$10,070.00	0.03	$ 302.10	$10,372.10
ESO Hydrants	10	$ 3,095.00	0.03	$ 92.85	$ 3,187.85
ESO Inspections	10	$ 4,420.00	0.025	$ 110.50	$ 4,530.50
ESO Properties	10	$ 3,870.00	0.025	$ 96.75	$ 3,966.75
ESO EHR Suite	4,249	$ 9,262.19	0.025	$ 231.55	$ 9,493.74
EHR Computer Aided Dispatch (CAD) Integration	4,249	$ 2,180.00	0.025	$ 54.50	$ 2,234.50
EHR Cardiac Monitor Integration	4,249	$ 1,055.00	0.025	$ 26.38	$ 1,081.38
Billing Module Claims Processing	15,000	$13,192.90	0.03	$ 395.79	$13,588.69
Billing Module Patient Care Report Import	15,000	$ 1,295.00	0.03	$ 38.85	$ 1,333.85
Billing Interface (for Patient Reporting)	4,249	$ -	0	$ -	$ -
Billing Module Training (One-Time)	10	$ 3,585.00	0.03	$ 107.55	$ 3,692.55
EHR Billing Interface (for Data upload to 3rd Party)	3,000	$ -	0		
ESO Logis Billing Hosting & Patient Data Storage	1	$ 8,000.00	0.03	$ 240.00	$ 8,240.00
Insights Reporting Designer Licenses	8	$ 500.00	0.03	$ 15.00	$ 515.00
EHR Handtevy Integration	4,249	$ -	0	$ -	$ -
QuickSpeak	4,249	$ 105.03	0.025	$ 2.63	$ 107.66
EHR Fax	4,055	$ 477.41	0.03	$ 14.32	$ 491.73
ESO EHR Connection	3,000	$ -	0	$ -	$ -
ESO Activities - Fire and Fire/EMS Agencies	9	$ 1,951.85	0.03	$ 58.56	$ 2,010.41
				Contract Total:	$ 63,059.38
Renewal Period references '24 - '25 Fiscal period.					
Uplift Percent and Amounts Shown Above					

*The Agreement provides for an initial term of two (2) years, with the option to renew for two (2) more years; each year will have an annual uplift (compounded) as provided above.

II. Additional Services.

a. CONSULTING SERVICES.

i. Consulting Services may include customized report writing by ESO on behalf of Customer. Such consulting services may be obtained only through a written proposal detailing the scope of work and pricing for same. Approval of consulting services must be accomplished by written amendment to the Agreement. All billing will be pro-rated to quarter of an hour, with schedule of work included, or as otherwise detailed in such amendment agreed to by the parties. Contractor must submit invoices with supporting documentation that is acceptable to the Monroe County Office of Clerk and Comptroller (County Clerk). Acceptability to the County Clerk is based upon generally accepted accounting principles and such laws, rules and regulations as may govern the disbursal of funds by the County Clerk.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/12/2024

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

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

PRODUCER MARSH USA, LLC. 4400 Comerica Bank Tower 1717 Main Street Dallas, TX 75201-7357 CN122676965--Finpr-2425	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED ESO Solutions, Inc. 11500 Alterra Parkway Suite 100 Austin, TX 78758	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Federal Insurance Company — 20281 **INSURER B :** Great Northern Insurance Company — 20303 **INSURER C :** N/A — N/A **INSURER D :** AIG Specialty Insurance Company — 26883 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** HOU-004138310-04 **REVISION NUMBER:** 11

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		36075664 APPROVED BY RISK MANAGEMENT BY DATE 12/27/2024 WAIVER N/A___YES___	03/31/2024	03/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	X		73627314	03/31/2024	03/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			78196190	03/31/2024	03/31/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7182-73-01	03/31/2024	03/31/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	[redacted]			[redacted]	05/03/2024	05/03/2025	Limit	[redacted]

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

Monroe County BOCC is included as additional insured where required by written contract with respect to General Liability and Auto Liability.

CERTIFICATE HOLDER

Monroe County BOCC
1100 Simonton Street
Key West, FL 33040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: I1
2023-3894

BULK ITEM: Yes

DEPARTMENT: Airports

TIME APPROXIMATE:
N/A

STAFF CONTACT: Richard Strickland

AGENDA ITEM WORDING: Report of Airport change orders reviewed by the County Administrator/Assistant County Administrator.

ITEM BACKGROUND:
There were two (2) change orders considered and approved by the County Administrator/Assistant Administrator during the month of March, 2025

PREVIOUS RELEVANT BOCC ACTION:

Ordinance No. 005-2023 adopted on April 19, 2023, authorizes the County Administrator to approve separate, non-cumulative change orders for construction projects and professional service contracts in amounts not to exceed $100,0000 (as amended by Ordinance No. 0005-2022324-2015) or 5% of the original contract price, whichever is greater. The BOCC requested a monthly report of all change orders considered by the County Administrator.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: N/A

DOCUMENTATION:

Airport Monthly Change Order Report.pdf

FINANCIAL IMPACT:
N/A

Monroe County Department of Airports
Change Orders
Considered by the County Administrator's office
For the period of MARCH 2025

Project	Contractor	CO#	Amount	Description	Date Considered*	Cause
MTH Chiller Replacement Project	Air Mechanical & Service Corporation	005	$ -	Replace a DDC Termperature Controller	3/6/2025	The $4,657.67 cost of te controller will be paid from unforeseen conditions allowance.
EYW Concourse A & Terminal Improvements Program	NV2A/Gulf Keystar JV	044	$ 805,498.00	Electrical systems added for Gate 8 Passenger Boarding Bridge and Walkways	3/6/2025	PCO 109 for electrical systems for Gate 8 PBB and walkways as to the project by the owner.
	TOTAL		**$ 805,498.00**		***date approved**	

MONROE COUNTY/DEPARTMENT OF AIRPORTS
CONTRACT CHANGE ORDER

PROJECT TITLE: MTH Chiller Replacement **CHANGE ORDER NO: 5**

INITIATION DATE: _February 27, 2025

TO CONTRACTOR: Air Mechanical & Service Corporation **CONTRACT DATE: October 19, 2022**

The Contract is changed as follows:

The original (Contract Sum) (Guaranteed Maximum Price).....	$ 423,500.00
Net change by previously authorized Change Orders.....	$ 5214.10
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change order was.....	$ 423,500.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (**unchanged**) by this Change Order.....	$ 4657.67
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order is.....	$ 423,500.00
The Contract Time will be (increased) (decreased) (**unchanged**) by.....	0 days
The date of Substantial Completion as of the date of this Change Order is.....	June 17, 2024

Detailed description of change order and justification:

This change order is to replace a DDC Temperature Controller

This Change Order #5, for $4657.67, is to be paid from the Unforeseen Conditions Allowance.

This change Order is **1.1%** of the original contract price.

Not valid until signed by Owner, Architect (if applicable), and Contractor

ARCHITECT: Ryan Forney 2/27/25
Date

CONTRACTOR: 2/27/2025
Date

DIRECTOR OF AIRPORTS: 03.03.2025
Date

MONROE COUNTY: Christine Hurley
Digitally signed by Christine Hurley
Date: 2025.03.06 09:15:34 -05'00'
Asst./County Administrator Date

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 3/3/25

Change Order Attachment per Monroe County Code Section 2-58(b)

- Change Order was not included in the original contract specifications. Yes ( ) No (X)

  If Yes, explanation:

- Change Order was included in the original specifications. Yes ( ) No (X)

  If Yes, explanation of increase in price:

- Change Order exceeds $50,000 or 5% of contract price (whichever is greater). Yes ( ) No (X)

  If Yes, explanation as to why it is not subject for a calling for bids:

- Project architect approves the change order. Yes (X) No ( )

  If no, explanation of why:

- Change Order is correcting an error or omission in design document. Yes ( ) No (X)
  Should a claim under the applicable professional liability policy be made? Yes ( ) No (X)
  Explain:

AIR MECHANICAL & SERVICE CORP.

2700 Avenue of the Americas
Englewood, Florida 34224
Phone 941-475-3715
Fax 941-475-3725

February 18, 2025

Florida Keys Marathon
International Airport
9400 Overseas Highway
Marathon Florida, 33050

Attn: Ryan Forney

Subject: Change Order Request #3 MTH Chiller Replacement Project (Project # 403-635110 and 403-635111)

Dear Ryan,

In reference to the above subject project, Air Mechanical & Service Corp is requesting an add change order in the following amount:

Additional Temperature Control Work: $4050.15

AMSCO marku-up 15%: $607.52

Total change order request: +$4657.67

If further information is required, please contact me.

Sincerely,

Blaine Byers
Service Sales

Invoice

ADVANCED CONTROL CORPORATION
6001 NE 14th Avenue, Fort Lauderdale, FL 33334

Invoice Number
SD78895
Invoice Date
9/3/2024

Bill To: Air Mechanical
2700 Avenue of the Americas
Englewood, FL 34224

Re: Marathon Airport
9400 Oversea Highway

Marathon, FL 33050

Description: Marathon Airport

Job No	Customer Job No	Customer PO	Quote No	Due Date
S040284		E33597		10/3/2024

Chiller issue

Quantity	Description	U/M	Rate/Unit	Price
1.00	Repaired I2850 INFINIT II CONTROLLER, 4 universal inputs, 1 airflow sensor, 3 form A relays, 1 tri-state output, 1 Smart Sensor/Room Sensor input, xP Expansion port	EACH	1,485.00	1,485.00
10.47	Tech Rate	HR	245.00	2,565.15

Subtotal	$	4,050.15
Sales Tax (if applicable)	$	0.00
Total Due	**$**	**4,050.15**

Thank you for your business!

1478

Docusign Envelope ID: DB1493F5-5AA7-4311-BCDD-C9D47E44AB62

MONROE COUNTY/DEPARTMENT OF AIRPORTS
CONTRACT CHANGE ORDER

PROJECT TITLE: **KWIA Concourse A & Terminal Improvements**

CHANGE ORDER NO.: **044**
INITIATION DATE: 11/21/2024

TO CONTRACTOR: **NV2A/Gulf Keystar JV**

CONTRACT DATE: 8/17/2022

The Contract is changed as follows:

The Original (Contract Sum) (Guaranteed Maxium Price)	$ 101,461,771.00
Net change by previously authozied Change Order	$ 15,121,329.59
The (Contract Sum) (Guaranteed Mxium Price) prior to this Chage order was	$ 116,583,100.59
The (Contract Sum) (Guaranteed Mxium Price) will be (increased) by this Change Order	**$ 805,498.00**
The new (Contract Sum) (Guaranteed Mxium Price) including this Change Order is	**$ 117,388,598.59**

The Contract Time will be (changed) by TBD days
The date of Substantial Completion as of the date of this Change Order is 4/8/2025

Detailed Description of change order and justification:

In accordance with KWIA Gate 8 Drawings Revision, this change order includes the costs associated with the Gate 8 PBB and Walkways electrical systems as per the attached approved PCO for KWIA project (20-2039-01).

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
109	FKE - Electrical Systems at Gate 8 PBB and Walkways		$ 805,498.00
		Total:	$ 805,498.00

This change order is 0.79% of the original contract price.

Not valid until signed by Owner, Architect (if applicable), and Contractor

ARCHITECT: Signed by: Christopher S. Kopec 062E1EB4233B487... 2/18/2025 | 09:49:14 PST
DATE:

CONTRACTORS: DocuSigned by: 019093827A75487... DocuSigned by: John Scherer 8F59717D29E34A5... 2/18/2025 | 07:26:13 PST
DATE:

EXECUTIVE DIRECTOR OF AIRPORTS: 02.26.2025
DATE:

COUNTY/DEPUTY ADMINISTRATOR: Christine Hurley — Digitally signed by Christine Hurley Date: 2025.03.06 09:16:01 -05'00'
DATE:

DS AP DS BHR

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 2/26/25

Docusign Envelope ID: DB1493F5-5AA7-4311-BCDD-C9D47E44AB62

NV2A™ GULF BUILDING KEYSTAR

PCCO #044

NV2A/Gulf Keystar JV
9100 South Dadeland Blvd, Suite 600
Miami, Florida 33156
Phone: (786) 233-5060

Project: 20-2039-01 - KWIA Concourse A and Terminal Improvements Program
3941 South Roosevelt Blvd.
Key West, Florida 33040

Prime Contract Change Order #044: FKE - Electrical Systems at Gate 8 PBB and Walkways

TO:	**Key West International Airport** 3491 South Roosevelt Boulevard Key West, Florida 33040	**FROM:**	**NV2A/Gulf Keystar JV** 9100 South Dadeland Blvd, Suite 600 Miami, Florida 33156
DATE CREATED:	2/17/2025	**CREATED BY:**	Mansour Sodagari **(NV2A/Gulf Keystar JV)**
CONTRACT STATUS:	Approved	**REVISION:**	0
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	02/17/2025
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:		**EXECUTED:**	No
REVISED SUBSTANTIAL COMPLETION DATE:		**SIGNED CHANGE ORDER RECEIVED DATE:**	02/14/2025
CONTRACT FOR:	20-2039-01:Key West International Airport Concourse A	**TOTAL AMOUNT:**	$805,498.00

DESCRIPTION:
In accordance with KWIA Gate 8 Drawings Revision, this change order includes the costs associated with the Gate 8 PBB and Walkways electrical systems as per the attached approved PCO for KWIA project (20-2039-01).

ATTACHMENTS:
NV2A PCO #109 (FKE Electrical Systems Gate 8 $805,498).pdf

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
109	FKE - Electrical Systems at Gate 8 PBB and Walkways		$805,498.00
		Total:	$805,498.00

The original (Contract Sum)	$101,461,771.00
Net change by previously authorized Change Orders	$15,121,329.59
The contract sum prior to this Change Order was	$116,583,100.59
The contract sum will be increased by this Change Order in the amount of	$805,498.00
The new contract sum including this Change Order will be	$117,388,598.59
The contract time will not be changed by this Change Order.	

DS AP DS BHR

Christopher Kopec (McFarland Johnson, Inc.)
49 Court Street, Suite 240
Binghamton, New York 13901

Signed by: Christopher S. Kopec
062E1EB4233B487...
SIGNATURE **DATE**
2/18/2025 | 09:49:14 PST

Key West International Airport
3491 South Roosevelt Boulevard
Key West, Florida 33040

02.26.2025
SIGNATURE **DATE**

NV2A/Gulf Keystar JV
9100 South Dadeland Blvd, Suite 600
Miami, Florida 33156

DocuSigned by: 019093827A75487...
DocuSigned by: John Scherer 8F59717D29E34A5...
SIGNATURE **DATE**
2/18/2025 | 07:26:13 PST

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

NV2A™ GULF BUILDING KEYSTAR

PCO #109

NV2A/Gulf Keystar JV
9100 South Dadeland Blvd, Suite 600
Miami, Florida 33156
Phone: (786) 233-5060

Project: 20-2039-01 - KWIA Concourse A and Terminal Improvements Program
3941 South Roosevelt Blvd.
Key West, Florida 33040

Prime Contract Potential Change Order #109: FKE - Electrical Systems at Gate 8 PBB and Walkways

TO:	Key West International Airport 3491 South Roosevelt Boulevard Key West, Florida 33040	**FROM:**	NV2A/Gulf Keystar JV 9100 South Dadeland Blvd, Suite 600 Miami, Florida 33156
PCO NUMBER/REVISION:	109 / 1	**CONTRACT:**	20-2039-01 - Key West International Airport Concourse A
REQUEST RECEIVED FROM:		**CREATED BY:**	Mansour Sodagari **(NV2A/Gulf Keystar JV)**
STATUS:	Pending - In Review	**CREATED DATE:**	11/21/2024
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$805,498.00

POTENTIAL CHANGE ORDER TITLE: FKE - Electrical Systems at Gate 8 PBB and Walkways

CHANGE REASON: A/E Design Changes

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
FKE - Electrical Systems at Gate 8 PBB and Walkways
In accordance with KWIA Gate 8 Drawings Revision, this change order includes the costs associated with the Gate 8 PBB and Walkways electrical systems as per the attached proposal for KWIA project (20-2039-01). Cost breakdown and backups are attached for further details.

ATTACHMENTS:
Gate 8 Rev 01.pdf

#	Budget Code	Description	Amount
1	26-.00.10.10.S Electrical.Subcontractor	Electrical Systems at Gate 8 PBB and Walkways	$732,270.91
2	99-.99.99.66.O Procore OH & P.Other	Prime Contract Markup	$73,227.09
		Grand Total:	**$805,498.00**

Christopher Kopec (McFarland Johnson, Inc.)
49 Court Street, Suite 240
Binghamton, New York 13901

Signed by:
Christopher Kopec
062E1EB4233B487...
SIGNATURE **DATE**
1/20/2025 | 06:52:55 PST

Key West International Airport
3491 South Roosevelt Boulevard
Key West, Florida 33040

02.13.2025
SIGNATURE **DATE**

NV2A/Gulf Keystar JV
9100 South Dadeland Blvd, Suite 600
Miami, Florida 33156

DocuSigned by:
Antonio Pinto
CADFCF2F31994F2...
SIGNATURE **DATE**
1/16/2025 | 13:57:45 PST

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

Gate 8 (Rev 4)

1	PBB, PCA, GPU	$	169,060.13
2	RTU's	$	202,017.17
3	Gear	$	70,773.97
4	Lighting - Sesco	$	71,054.48
5	Branch Wiring	$	18,895.69
6	CCTV - Conduit	$	68,281.90
7	Paging - Conduit	$	9,524.76
8	Telecom - Conduit	$	30,357.64
9	Hytech Proposal for EY & ES	$	81,986.06
10	Hytech Proposal for FA	$	8,018.00
11	Fire Alarm - Conduit	$	2,301.11
12			
	Total for Gate 8	$	732,270.91

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

Job ID: JOB-1572
Project: Gate #8 - KWIA - Documents - 120V - Devices_rev.1

Bid Summary Report

Vendor: TARGET **Labor Level:** LABOR 1 **16 Jan 2025 9:53:20**

Tax Rate status: Default **Bid Name:** FL KEYS ELECTRIC **Bid Template:** FLORIDA KEYS ELECTRIC, INC.

Drawing	Phase	Quote $	Material $	Equip $	SubCon $	Labor Hrs
	DEVICES	0.00	5,726.90	0.00	0.00	67.29
	Sheet Totals:	0.00	5,726.90	0.00	0.00	67.29
	Tax:	0.00	429.52	0.00	0.00	
	Sub Total (Quo/Mat/Equip/Sub):				5,726.90	
	Sales Tax:				429.52	
	Sub Total:				6,156.42	6,156.42

Bid Notes:

TAX RATES

Material:	7.5000%
Quote:	7.5000%
Labor:	0.0000%
Equipment:	7.5000%
Subcontract:	7.5000%
Job:	0.0000%

MISCELLANEOUS

Avg. Lbr. Rate (Cost):	162.01
Avg. Lbr. Rate (Bid):	170.11
Total Square Feet:	1.00
Cost Per Sq. Ft.:	18,895.69
Labor $ Per Sq. Ft.:	10,382.66
Labor Hrs Per Sq. Ft.:	67.29
Quantity of Units:	1.00
Cost Per Unit:	18,895.69
Calc. Adjustment:	0.00%

Direct Labor $:	10,382.66
Indirect Labor $:	0.00
Labor Escalation:	0.00
Labor Tax:	0.00
Direct Job Costs (0.00%):	0.00
Prime Cost:	16,539.08
Overhead (Avg. 5.00%):	826.95
Net Cost:	17,366.04
Profit (Avg. 5.00%):	868.30
Job Tax:	0.00
Bond (3.5000%):	661.35
Lump Sum:	0.00
Selling Price:	18,895.69

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

LABOR ADJUST

ESTIMATED HOURS	ELECTRICAL	MACHINE OPERATOR	LOW VOLTAGE	Labor Class 4	Labor Class 5	Labor Class 6	Labor Class 7	Labor Class 8	Labor Class 9	Labor Class 10
REGULAR	67.29	--	--	--	--	--	--	--	--	--
OVERTIME	--	--	--	--	--	--	--	--	--	--
SHIFT-2	--	--	--	--	--	--	--	--	--	--
SHIFT-3	--	--	--	--	--	--	--	--	--	--
DOUBLE TIME	--	--	--	--	--	--	--	--	--	--
ESTIMATED HOURS:	67.29	--	--	--	--	--	--	--	--	--
LOSS LBR ADJ:	--	--	--	--	--	--	--	--	--	--
CALCULATED HRS										
REGULAR	17.29	--	--	--	--	--	--	--	--	--
OVERTIME	50.00	--	--	--	--	--	--	--	--	--
SHIFT-2	--	--	--	--	--	--	--	--	--	--
SHIFT-3	--	--	--	--	--	--	--	--	--	--
DOUBLE TIME	--	--	--	--	--	--	--	--	--	--
TOTAL ADJ LABOR:	67.29	--	--	--	--	--	--	--	--	--

TOTAL ADJUSTED LABOR HOURS: 67.29

DIRECT LABOR

Labor Class	Job Description	Labor Type	Crew	Rate	Man Hours	Extension
ELECTRICAL	JOURNEYMEN	REGULAR	1	$125.00	8.65	$1,080.75
	JOURNEYMEN	OVERTIME	1	$187.50	25.00	$4,687.41
	APPRENTICE 1	REGULAR	0	$100.00	8.65	$864.60
	APPRENTICE 1	OVERTIME	1	$150.00	25.00	$3,749.91

AVERAGE DIRECT LABOR RATE: $154.29

TOTAL DIRECT LABOR: $10,382.66

INDIRECT LABOR

Labor Description	Hours	Rate	Ext $

TOTAL INDIRECT LABOR: $0.00

DIRECT LABOR TOTAL:	10,382.66	
INDIRECT LABOR TOTAL:	0.00	
LABOR ESCALATION:	0.00	
LABOR $ ADJUSTMENT:	0.00	
LABOR TAX:	0.00	
LABOR TOTAL:		$10,382.66

MATERIAL:	5,726.90	
MATERIAL ESCALATION:	0.00	
MATERIAL ADJUSTMENT:	0.00	
MATERIAL TAX:	429.52	
MATERIAL TOTAL:		$6,156.42

QUOTES

Component	Vendor	Amount

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

QUOTED MATERIAL:	0.00	
ADJUSTMENT:	0.00	
QUOTE TAX:	0.00	
QUOTED MATERIAL TOTAL:		$0.00

SUBCONTRACTS

Component	Vendor	Amount

SUBCONTRACTS:	0.00	
ADJUSTMENT:	0.00	
SUBCONTRACT TAX:	0.00	
SUBCONTRACTS TOTAL:		$0.00

EQUIPMENT

Component	Vendor	Amount

EQUIPMENT:	0.00	
ADJUSTMENT:	0.00	
EQUIPMENT TAX:	0.00	
EQUIPMENT TOTAL:		$0.00

DIRECT JOB COSTS

Description	Dollars

DIRECT JOB COSTS:	0.00	
ADJUSTMENT:	0.00	
TOTAL DIRECT JOB COSTS:		$0.00
JOB COST w/NO OVERHEAD:		**$16,539.08**

OVERHEAD

MATERIAL OVERHEAD:(5% markup)	307.82
QUOTES OVERHEAD:(5% markup)	0.00
LABOR OVERHEAD:(5% markup)	519.13
SUBCONTRACTS OVERHEAD:(5% markup)	0.00
EQUIPMENT OVERHEAD:(5% markup)	0.00
DJC OVERHEAD:(5% markup)	0.00

TOTAL OVERHEAD:	$826.95
JOB COST w/OVERHEAD:	**$17,366.04**

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

PROFIT	
MATERIAL PROFIT:(5% markup)	323.21
QUOTES PROFIT:(5% markup)	0.00
LABOR PROFIT:(5% markup)	545.09
SUBCONTRACTS PROFIT:(5% markup)	0.00
EQUIPMENT PROFIT:(5% markup)	0.00
DJC PROFIT:(5% markup)	0.00

TOTAL PROFIT: $868.30

MISCELLANEOUS	
JOB TAX:	0.00
BOND:	661.35

MISCELLANEOUS TOTAL: $661.35

LUMP SUM	
LUMP SUM 1:	0.00
LUMP SUM 2:	0.00
LUMP SUM 3:	0.00
LUMP SUM 4:	0.00

LUMP SUM TOTAL: $0.00

BID TOTAL: **$18,895.69**

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

Job ID: JOB-1572
Project: Gate #8 - KWIA - Documents - 120V - Devices_rev.1

Takeoff

Vendor: TARGET **Labor Level:** LABOR 1 **16 Jan 2025 9:53:57**

Phase: DEVICES

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
	10.00				**PODIUM & GIDS**				
TITLE	10.00	EA	M	3/4 EMT #12	20A-1G-GFCI	0.0000	0.00	0.0000	0.00
140025	10.00	EA	M	20A	DUPLEX GFCI RECEPT COMM GRADE	19.0218	190.22	0.3500	3.50
140614	10.00	EA	M	1-DECORA	1G PLASTIC PLATE	0.5369	5.37	0.1000	1.00
150047	10.00	EA	M	2-1/8"D	4"SQ CMB-KO CV- BRKT	2.2647	22.65	0.3000	3.00
150065	10.00	EA	M	5/8"RISE 4.8-CI	1G 4"SQ PLASTER-RING	0.6121	6.12	0.0800	0.80
161120	60.00	EA	M	#10 x 1"	TEK SCREW	0.0352	2.11	0.0240	1.44
100152	10.00	EA	M	#12 SOL	8" PIGTAIL W/GRD SCREW	0.4508	4.51	0.0600	0.60
100168	3.00	EA	M	18-12	PSH-IN 4-WIRE CONN	0.1553	0.47	0.0390	0.12
100167	10.00	EA	M	18-12	PSH-IN 3-WIRE CONN	0.1504	1.50	0.0325	0.33
10054	150.00	FT	M	3/4	EMT	0.4737	71.06	0.0500	7.50
30604	20.00	EA	M	3/4	EMT DI-CAST-COMP CONNECTOR	0.9461	18.92	0.3000	6.00
30498	15.00	EA	M	3/4	EMT DI-CAST-COMP COUPLING	1.0728	16.09	0.1400	2.10
70033	495.00	FT	M	12	THHN/THWN CU (STR)	0.1201	59.44	0.0060	2.97
70145	165.00	FT	M	12.	GREEN THHN CU (GRD 20A)	0.1163	19.20	0.0060	0.99
630055	20.00	EA	M	1/2 3/4 or AC/MC	EMT SCREW-ON SUPPORT (USE W/2-1/8D BOX)	0.9257	18.51	0.2500	5.00
161120	20.00	EA	M	#10 x 1"	TEK SCREW	0.0352	0.70	0.0240	0.48
161558	20.00	EA	M	3/4	EMT 1-HOLE STEEL STRAP	0.2327	4.65	0.0400	0.80
	2.00				**FLOOR BOX(ES)**				
TITLE	2.00	EA	M	3/4" EMT W/#12	POKE-THRU ASMY	0.0000	0.00	0.0000	0.00
151247	2.00	EA	M	RC3ATCBK	POKE THRU/FLUSH POKE-THRU ASMY -BLACK	1,515.0000	3,030.00	2.5000	5.00
10548	2.00	EA	M	4	CORED HOLE UP TO 8" D	0.0000	0.00	3.0000	6.00
100168	1.00	EA	M	18-12	PSH-IN 4-WIRE CONN	0.1553	0.16	0.0390	0.04
100167	2.00	EA	M	18-12	PSH-IN 3-WIRE CONN	0.1504	0.30	0.0325	0.07
10164	50.00	FT	M	3/4	PVC SCH 40	0.1997	9.99	0.0450	2.25
31372	4.00	EA	M	3/4	PVC COUPLING	0.1198	0.48	0.1600	0.64
31332	5.00	EA	M	3/4	PVC MALE ADAPTER	0.2219	1.11	0.1600	0.80

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

Phase: DEVICES

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
70033	165.00	FT	M	12	THHN/THWN CU (STR)	0.1201	19.81	0.0060	0.99
70145	55.00	FT	M	12.	GREEN THHN CU (GRD 20A)	0.1163	6.40	0.0060	0.33
630111	6.00	EA	M	3/4	COND HAMMER-ON HGR 1/4-FLANGE PUSH-IN HD	2.7780	16.67	0.0600	0.36
	0.00				**CONDUIT SUPPORT**				
TITLE	3.00	EA	M		12G SSTL316 SURF STRUT ON CONCRETE	0.0000	0.00	0.0000	0.00
240732	30.00	FT	M	1 5/8" x 1 5/8"H	12G STRUT CHNL 1-1/8"SLOT STN-STL 316	72.0288	2,160.86	0.2450	7.35
160288	8.00	EA	M	3/8 x 2 1/4"	STN-STL T304 WEDGE ANCHOR	4.6996	37.60	0.4400	3.52
160958	6.00	EA	M	3/8-16	STN-STL HEX NUTS	0.1627	0.98	0.0720	0.43
160475	6.00	EA	M	3/8 x 1 1/4"	STN-STL FENDER WASHER	0.1708	1.02	0.0024	0.01
161173	6.00	EA	M	1/2 x 1 1/2 - 3"	HAMMER DRILLED HOLE	0.0000	0.00	0.4800	2.88
					Phase Totals:		**5,726.90**		**67.29**
					Job Totals:		**5,726.90**		**67.29**

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

Job ID: JOB-1573
Project: Gate #8 - KWIA - Documents - Camera(s) - Infrastrucuture_rev.1

Bid Summary Report

Vendor: TARGET **Labor Level:** LABOR 1 **16 Jan 2025 9:54:37**

Tax Rate status: Default **Bid Name:** FL KEYS ELECTRIC **Bid Template:** FLORIDA KEYS ELECTRIC, INC.

Drawing	Phase	Quote $	Material $	Equip $	SubCon $	Labor Hrs
	BRANCH	0.00	15,991.00	0.00	0.00	255.46
	Sheet Totals:	0.00	15,991.00	0.00	0.00	255.46
	Tax:	0.00	1,199.32	0.00	0.00	
	Sub Total (Quo/Mat/Equip/Sub):				15,991.00	
	Sales Tax:				1,199.32	
	Sub Total:				17,190.32	17,190.32

Bid Notes:

TAX RATES

Material:	7.5000%
Quote:	7.5000%
Labor:	0.0000%
Equipment:	7.5000%
Subcontract:	7.5000%
Job:	0.0000%

MISCELLANEOUS

Avg. Lbr. Rate (Cost):	175.00
Avg. Lbr. Rate (Bid):	183.75
Total Square Feet:	1.00
Cost Per Sq. Ft.:	68,281.90
Labor $ Per Sq. Ft.:	42,575.69
Labor Hrs Per Sq. Ft.:	255.46
Quantity of Units:	1.00
Cost Per Unit:	68,281.90
Calc. Adjustment:	0.00%

Direct Labor $:	42,575.69
Indirect Labor $:	0.00
Labor Escalation:	0.00
Labor Tax:	0.00
Direct Job Costs (0.00%):	0.00
Prime Cost:	59,766.01
Overhead (Avg. 5.00%):	2,988.30
Net Cost:	62,754.31
Profit (Avg. 5.00%):	3,137.72
Job Tax:	0.00
Bond (3.5000%):	2,389.87
Lump Sum:	0.00
Selling Price:	68,281.90

Florida Keys Electric Inc.
905 Overseas Highway
Key West, FL 33040
Phone: 305.296.4028
Web: www.FLKeysElectric.com

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

LABOR ADJUST

ESTIMATED HOURS	ELECTRICAL	MACHINE OPERATOR	LOW VOLTAGE	Labor Class 4	Labor Class 5	Labor Class 6	Labor Class 7	Labor Class 8	Labor Class 9	Labor Class 10
REGULAR	245.06	--	10.40	--	--	--	--	--	--	--
OVERTIME	--	--	--	--	--	--	--	--	--	--
SHIFT-2	--	--	--	--	--	--	--	--	--	--
SHIFT-3	--	--	--	--	--	--	--	--	--	--
DOUBLE TIME	--	--	--	--	--	--	--	--	--	--
ESTIMATED HOURS:	245.06	--	10.40	--	--	--	--	--	--	--
LOSS LBR ADJ:	--	--	--	--	--	--	--	--	--	--
CALCULATED HRS										
REGULAR	-0.94	--	10.40	--	--	--	--	--	--	--
OVERTIME	246.00	--	--	--	--	--	--	--	--	--
SHIFT-2	--	--	--	--	--	--	--	--	--	--
SHIFT-3	--	--	--	--	--	--	--	--	--	--
DOUBLE TIME	--	--	--	--	--	--	--	--	--	--
TOTAL ADJ LABOR:	245.06	--	10.40	--	--	--	--	--	--	--

TOTAL ADJUSTED LABOR HOURS: 255.46

DIRECT LABOR

Labor Class	Job Description	Labor Type	Crew	Rate	Man Hours	Extension
ELECTRICAL	JOURNEYMEN	REGULAR	1	$125.00	-0.47	-$58.81
	JOURNEYMEN	OVERTIME	1	$187.50	123.00	$23,062.04
	APPRENTICE 1	REGULAR	0	$100.00	-0.47	-$47.05
	APPRENTICE 1	OVERTIME	1	$150.00	123.00	$18,449.54
LOW VOLTAGE TECH	JOURNEYMEN	REGULAR	1	$125.00	5.20	$649.99
	APPRENTICE	REGULAR	1	$100.00	5.20	$519.99

AVERAGE DIRECT LABOR RATE: $166.66

TOTAL DIRECT LABOR: $42,575.69

INDIRECT LABOR

Labor Description	Hours	Rate	Ext $

TOTAL INDIRECT LABOR: $0.00

DIRECT LABOR TOTAL:	42,575.69	
INDIRECT LABOR TOTAL:	0.00	
LABOR ESCALATION:	0.00	
LABOR $ ADJUSTMENT:	0.00	
LABOR TAX:	0.00	
LABOR TOTAL:		$42,575.69

MATERIAL:	15,991.00	
MATERIAL ESCALATION:	0.00	
MATERIAL ADJUSTMENT:	0.00	
MATERIAL TAX:	1,199.32	
MATERIAL TOTAL:		$17,190.32

QUOTES

Component	Vendor	Amount

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

QUOTED MATERIAL:	0.00	
ADJUSTMENT:	0.00	
QUOTE TAX:	0.00	
QUOTED MATERIAL TOTAL:		$0.00

SUBCONTRACTS

Component	Vendor	Amount

SUBCONTRACTS:	0.00	
ADJUSTMENT:	0.00	
SUBCONTRACT TAX:	0.00	
SUBCONTRACTS TOTAL:		$0.00

EQUIPMENT

Component	Vendor	Amount

EQUIPMENT:	0.00	
ADJUSTMENT:	0.00	
EQUIPMENT TAX:	0.00	
EQUIPMENT TOTAL:		$0.00

DIRECT JOB COSTS

Description	Dollars

DIRECT JOB COSTS:	0.00	
ADJUSTMENT:	0.00	
TOTAL DIRECT JOB COSTS:		$0.00
JOB COST w/NO OVERHEAD:		**$59,766.01**

OVERHEAD

MATERIAL OVERHEAD:(5% markup)	859.52
QUOTES OVERHEAD:(5% markup)	0.00
LABOR OVERHEAD:(5% markup)	2,128.78
SUBCONTRACTS OVERHEAD:(5% markup)	0.00
EQUIPMENT OVERHEAD:(5% markup)	0.00
DJC OVERHEAD:(5% markup)	0.00

TOTAL OVERHEAD:	$2,988.30
JOB COST w/OVERHEAD:	**$62,754.31**

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

PROFIT	
MATERIAL PROFIT:(5% markup)	902.49
QUOTES PROFIT:(5% markup)	0.00
LABOR PROFIT:(5% markup)	2,235.22
SUBCONTRACTS PROFIT:(5% markup)	0.00
EQUIPMENT PROFIT:(5% markup)	0.00
DJC PROFIT:(5% markup)	0.00

TOTAL PROFIT:	$3,137.72

MISCELLANEOUS	
JOB TAX:	0.00
BOND:	2,389.87

MISCELLANEOUS TOTAL:	$2,389.87

LUMP SUM	
LUMP SUM 1:	0.00
LUMP SUM 2:	0.00
LUMP SUM 3:	0.00
LUMP SUM 4:	0.00

LUMP SUM TOTAL:	$0.00

BID TOTAL:	**$68,281.90**

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

Job ID: JOB-1573
Project: Gate #8 - KWIA - Documents - Camera(s) - Infrastrucuture_rev.1

Takeoff

Vendor: TARGET **Labor Level:** LABOR 1 **16 Jan 2025 9:55:19**

Phase: BRANCH

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
	174.00				**CAMERA 1**				
TITLE	174.00	EA	M		1" PVC EMPTY SUSP TH-ROD CRETE	0.0000	0.00	0.0000	0.00
10165	174.00	FT	M	1	PVC SCH 40	0.9000	156.60	0.0420	7.31
31373	1.00	EA	M	1	PVC COUPLING	0.1849	0.18	0.1980	0.20
40043	7.00	OZ	M	OUNCE	PVC (GLUE) CEMENT	0.4119	2.88	0.0120	0.08
630002	18.00	EA	M	1	CONDUIT HGR SNAP-CLOSE 9/32 HOLE-MTD HD	1.0217	18.39	0.2500	4.50
31333	4.00	EA	M	1	PVC MALE ADAPTER	0.2828	1.13	0.1800	0.72
40242	4.00	EA	M	1	LOCKNUT	0.3760	1.50	0.1300	0.52
20217	4.00	EA	M	1	PVC SCH 40 90-DEG-ELBOW	1.9800	7.92	0.2500	1.00
31373	4.00	EA	M	1	PVC COUPLING	0.1849	0.74	0.1980	0.79
	174.00				**CAMERA 2**				
TITLE	174.00	EA	M		1" PVC EMPTY SUSP TH-ROD CRETE	0.0000	0.00	0.0000	0.00
10165	174.00	FT	M	1	PVC SCH 40	0.9000	156.60	0.0420	7.31
31373	1.00	EA	M	1	PVC COUPLING	0.1849	0.18	0.1980	0.20
40043	7.00	OZ	M	OUNCE	PVC (GLUE) CEMENT	0.4119	2.88	0.0120	0.08
630002	18.00	EA	M	1	CONDUIT HGR SNAP-CLOSE 9/32 HOLE-MTD HD	1.0217	18.39	0.2500	4.50
31333	4.00	EA	M	1	PVC MALE ADAPTER	0.2828	1.13	0.1800	0.72
40242	4.00	EA	M	1	LOCKNUT	0.3760	1.50	0.1300	0.52
20217	4.00	EA	M	1	PVC SCH 40 90-DEG-ELBOW	1.9800	7.92	0.2500	1.00
31373	4.00	EA	M	1	PVC COUPLING	0.1849	0.74	0.1980	0.79
	250.00				**CAMERA 3**				
TITLE	250.00	EA	M		1" PVC EMPTY SUSP TH-ROD CRETE	0.0000	0.00	0.0000	0.00
10165	250.00	FT	M	1	PVC SCH 40	0.9000	225.00	0.0420	10.50
31373	6.00	EA	M	1	PVC COUPLING	0.1849	1.11	0.1980	1.19
40043	10.00	OZ	M	OUNCE	PVC (GLUE) CEMENT	0.4119	4.12	0.0120	0.12
630002	25.00	EA	M	1	CONDUIT HGR SNAP-CLOSE 9/32 HOLE-MTD HD	1.0217	25.54	0.2500	6.25
31333	2.00	EA	M	1	PVC MALE ADAPTER	0.2828	0.57	0.1800	0.36

Florida Keys Electric Inc.
905 Overseas Highway
Key West, FL 33040
Phone: 305.296.4028
Web: www.FLKeysElectric.com

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Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

Phase: BRANCH

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
40242	2.00	EA	M	1	LOCKNUT	0.3760	0.75	0.1300	0.26
20217	4.00	EA	M	1	PVC SCH 40 90-DEG-ELBOW	1.9800	7.92	0.2500	1.00
31373	4.00	EA	M	1	PVC COUPLING	0.1849	0.74	0.1980	0.79
	255.00				**CAMERA 4**				
TITLE	255.00	EA	M		1" PVC EMPTY SUSP TH-ROD CRETE	0.0000	0.00	0.0000	0.00
10165	255.00	FT	M	1	PVC SCH 40	0.9000	229.50	0.0420	10.71
31373	6.00	EA	M	1	PVC COUPLING	0.1849	1.11	0.1980	1.19
40043	11.00	OZ	M	OUNCE	PVC (GLUE) CEMENT	0.4119	4.53	0.0120	0.13
630002	26.00	EA	M	1	CONDUIT HGR SNAP-CLOSE 9/32 HOLE-MTD HD	1.0217	26.56	0.2500	6.50
31333	4.00	EA	M	1	PVC MALE ADAPTER	0.2828	1.13	0.1800	0.72
40242	4.00	EA	M	1	LOCKNUT	0.3760	1.50	0.1300	0.52
20217	4.00	EA	M	1	PVC SCH 40 90-DEG-ELBOW	1.9800	7.92	0.2500	1.00
31373	4.00	EA	M	1	PVC COUPLING	0.1849	0.74	0.1980	0.79
	513.00				**CAMERA 5**				
TITLE	513.00	EA	M		1" PVC EMPTY SUSP TH-ROD CRETE	0.0000	0.00	0.0000	0.00
10165	513.00	FT	M	1	PVC SCH 40	0.9000	461.70	0.0420	21.55
31373	2.00	EA	M	1	PVC COUPLING	0.1849	0.37	0.1980	0.40
40043	21.00	OZ	M	OUNCE	PVC (GLUE) CEMENT	0.4119	8.65	0.0120	0.25
630002	52.00	EA	M	1	CONDUIT HGR SNAP-CLOSE 9/32 HOLE-MTD HD	1.0217	53.13	0.2500	13.00
31333	2.00	EA	M	1	PVC MALE ADAPTER	0.2828	0.57	0.1800	0.36
40242	2.00	EA	M	1	LOCKNUT	0.3760	0.75	0.1300	0.26
20217	4.00	EA	M	1	PVC SCH 40 90-DEG-ELBOW	1.9800	7.92	0.2500	1.00
31373	4.00	EA	M	1	PVC COUPLING	0.1849	0.74	0.1980	0.79
	591.00				**CAMERA 6**				
TITLE	591.00	EA	M		1" PVC EMPTY SUSP TH-ROD CRETE	0.0000	0.00	0.0000	0.00
10165	591.00	FT	M	1	PVC SCH 40	0.9000	531.90	0.0420	24.82
31373	2.00	EA	M	1	PVC COUPLING	0.1849	0.37	0.1980	0.40
40043	24.00	OZ	M	OUNCE	PVC (GLUE) CEMENT	0.4119	9.89	0.0120	0.29
630002	60.00	EA	M	1	CONDUIT HGR SNAP-CLOSE 9/32 HOLE-MTD HD	1.0217	61.30	0.2500	15.00
31333	2.00	EA	M	1	PVC MALE ADAPTER	0.2828	0.57	0.1800	0.36
40242	2.00	EA	M	1	LOCKNUT	0.3760	0.75	0.1300	0.26
20217	4.00	EA	M	1	PVC SCH 40 90-DEG-ELBOW	1.9800	7.92	0.2500	1.00
31373	4.00	EA	M	1	PVC COUPLING	0.1849	0.74	0.1980	0.79
	3.00				**SUPPORT**				
TITLE	3.00	EA	M		12G SSTL316 SURF STRUT ON CONCRETE	0.0000	0.00	0.0000	0.00

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

Phase: BRANCH

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
240732	110.00	FT	M	1 5/8" x 1 5/8"H	12G STRUT CHNL 1-1/8"SLOT STN-STL 316	72.0288	7,923.17	0.1225	13.48
160288	110.00	EA	M	3/8 x 2 1/4"	STN-STL T304 WEDGE ANCHOR	4.6996	516.95	0.2200	24.20
160958	330.00	EA	M	3/8-16	STN-STL HEX NUTS	0.1627	53.68	0.0360	11.88
160475	220.00	EA	M	3/8 x 1 1/4"	STN-STL FENDER WASHER	0.1708	37.58	0.0012	0.26
161173	6.00	EA	M	1/2 x 1 1/2 - 3"	HAMMER DRILLED HOLE	0.0000	0.00	0.2400	1.44
161247	220.00	FT	M	3/8-16	STN-STL THRD-ROD TYPE 304	7.2495	1,594.90	0.1100	24.20
	1,200.00				**WIRE FOR CAMERA(S) 1-4**				
90382	1,200.00	FT	M	23/4PR	CAT6 CABLE CMP PLENUM -BLUE	1.0000	1,200.00	0.0140	16.80
	0.00				**WIRE FOR CAMERA(S) 5-6**				
1020591	1,300.00	FT	M	12 STRAND	FIBER OFNP HORIZONTAL WIRING LABOR	2.0000	2,600.00	0.0080	10.40
					Phase Totals:		**15,991.00**		**255.46**
					Job Totals:		**15,991.00**		**255.46**

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

Job ID: JOB-1574
Project: Gate #8 - KWIA - Documents - Data - Infrastructure_REV.1

Bid Summary Report

Vendor: TARGET **Labor Level:** LABOR 1 **16 Jan 2025 10:08:26**

Tax Rate status: Default **Bid Name:** FL KEYS ELECTRIC **Bid Template:** FLORIDA KEYS ELECTRIC, INC.

Drawing	Phase	Quote $	Material $	Equip $	SubCon $	Labor Hrs
	BRANCH	0.00	5,449.77	0.00	0.00	127.12
	Sheet Totals:	0.00	5,449.77	0.00	0.00	127.12
	Tax:	0.00	408.73	0.00	0.00	
					Sub Total (Quo/Mat/Equip/Sub):	5,449.77	
					Sales Tax:	408.73	

Bid Notes:

TAX RATES			
Material:	7.5000%	**Sub Total:**	5,858.50
Quote:	7.5000%	**Direct Labor $:**	20,713.04
Labor:	0.0000%	**Indirect Labor $:**	0.00
Equipment:	7.5000%	**Labor Escalation:**	0.00
Subcontract:	7.5000%	**Labor Tax:**	0.00
Job:	0.0000%	**Direct Job Costs** (0.00%):	0.00

MISCELLANEOUS			
Avg. Lbr. Rate (Cost):	171.09	**Prime Cost:**	26,571.54
Avg. Lbr. Rate (Bid):	179.64	**Overhead** (Avg. 5.00%):	1,328.58
Total Square Feet:	1.00	**Net Cost:**	27,900.12
Cost Per Sq. Ft.:	30,357.64		
Labor $ Per Sq. Ft.:	20,713.04	**Profit** (Avg. 5.00%):	1,395.01
Labor Hrs Per Sq. Ft.:	127.12	**Job Tax:**	0.00
Quantity of Units:	1.00	**Bond** (3.5000%):	1,062.52
Cost Per Unit:	30,357.64	**Lump Sum:**	0.00
Calc. Adjustment:	0.00%	**Selling Price:**	30,357.64

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

LABOR ADJUST

ESTIMATED HOURS	ELECTRICAL	MACHINE OPERATOR	LOW VOLTAGE	Labor Class 4	Labor Class 5	Labor Class 6	Labor Class 7	Labor Class 8	Labor Class 9	Labor Class 10
REGULAR	127.12	--	--	--	--	--	--	--	--	--
OVERTIME	--	--	--	--	--	--	--	--	--	--
SHIFT-2	--	--	--	--	--	--	--	--	--	--
SHIFT-3	--	--	--	--	--	--	--	--	--	--
DOUBLE TIME	--	--	--	--	--	--	--	--	--	--
ESTIMATED HOURS:	127.12	--	--	--	--	--	--	--	--	--
LOSS LBR ADJ:	--	--	--	--	--	--	--	--	--	--
CALCULATED HRS										
REGULAR	13.12	--	--	--	--	--	--	--	--	--
OVERTIME	114.00	--	--	--	--	--	--	--	--	--
SHIFT-2	--	--	--	--	--	--	--	--	--	--
SHIFT-3	--	--	--	--	--	--	--	--	--	--
DOUBLE TIME	--	--	--	--	--	--	--	--	--	--
TOTAL ADJ LABOR:	127.12	--	--	--	--	--	--	--	--	--

TOTAL ADJUSTED LABOR HOURS: 127.12

DIRECT LABOR

Labor Class	Job Description	Labor Type	Crew	Rate	Man Hours	Extension
ELECTRICAL	JOURNEYMEN	REGULAR	1	$125.00	6.56	$819.98
	JOURNEYMEN	OVERTIME	1	$187.50	57.00	$10,687.29
	APPRENTICE 1	REGULAR	0	$100.00	6.56	$655.98
	APPRENTICE 1	OVERTIME	1	$150.00	57.00	$8,549.79

AVERAGE DIRECT LABOR RATE: $162.94

TOTAL DIRECT LABOR: $20,713.04

INDIRECT LABOR

Labor Description	Hours	Rate	Ext $

TOTAL INDIRECT LABOR: $0.00

DIRECT LABOR TOTAL:	20,713.04	
INDIRECT LABOR TOTAL:	0.00	
LABOR ESCALATION:	0.00	
LABOR $ ADJUSTMENT:	0.00	
LABOR TAX:	0.00	
LABOR TOTAL:		$20,713.04

MATERIAL:	5,449.77	
MATERIAL ESCALATION:	0.00	
MATERIAL ADJUSTMENT:	0.00	
MATERIAL TAX:	408.73	
MATERIAL TOTAL:		$5,858.50

QUOTES

Component	Vendor	Amount

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

QUOTED MATERIAL:	0.00	
ADJUSTMENT:	0.00	
QUOTE TAX:	0.00	
QUOTED MATERIAL TOTAL:		$0.00

SUBCONTRACTS

Component	Vendor	Amount

SUBCONTRACTS:	0.00	
ADJUSTMENT:	0.00	
SUBCONTRACT TAX:	0.00	
SUBCONTRACTS TOTAL:		$0.00

EQUIPMENT

Component	Vendor	Amount

EQUIPMENT:	0.00	
ADJUSTMENT:	0.00	
EQUIPMENT TAX:	0.00	
EQUIPMENT TOTAL:		$0.00

DIRECT JOB COSTS

Description	Dollars

DIRECT JOB COSTS:	0.00	
ADJUSTMENT:	0.00	
TOTAL DIRECT JOB COSTS:		$0.00
JOB COST w/NO OVERHEAD:		**$26,571.54**

OVERHEAD

MATERIAL OVERHEAD:(5% markup)	292.93
QUOTES OVERHEAD:(5% markup)	0.00
LABOR OVERHEAD:(5% markup)	1,035.65
SUBCONTRACTS OVERHEAD:(5% markup)	0.00
EQUIPMENT OVERHEAD:(5% markup)	0.00
DJC OVERHEAD:(5% markup)	0.00

TOTAL OVERHEAD:	$1,328.58
JOB COST w/OVERHEAD:	**$27,900.12**

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

PROFIT	
MATERIAL PROFIT:(5% markup)	307.57
QUOTES PROFIT:(5% markup)	0.00
LABOR PROFIT:(5% markup)	1,087.43
SUBCONTRACTS PROFIT:(5% markup)	0.00
EQUIPMENT PROFIT:(5% markup)	0.00
DJC PROFIT:(5% markup)	0.00

TOTAL PROFIT:	$1,395.01

MISCELLANEOUS	
JOB TAX:	0.00
BOND:	1,062.52

MISCELLANEOUS TOTAL:	$1,062.52

LUMP SUM	
LUMP SUM 1:	0.00
LUMP SUM 2:	0.00
LUMP SUM 3:	0.00
LUMP SUM 4:	0.00

LUMP SUM TOTAL:	$0.00

BID TOTAL:	$30,357.64

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

Job ID: JOB-1574
Project: Gate #8 - KWIA - Documents - Data - Infrastructure_REV.1

Takeoff

Vendor: TARGET **Labor Level:** LABOR 1 **16 Jan 2025 10:09:03**

Phase: BRANCH

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
	0.00				**GATE 8 - DATA RUNS**				
TITLE	449.00	EA	M		1" PVC EMPTY SUSP TH-ROD CRETE	0.0000	0.00	0.0000	0.00
10165	449.00	FT	M	1	PVC SCH 40	0.9000	404.10	0.0420	18.86
31373	2.00	EA	M	1	PVC COUPLING	0.1849	0.37	0.1980	0.40
40043	18.00	OZ	M	OUNCE	PVC (GLUE) CEMENT	0.4119	7.41	0.0120	0.22
630002	45.00	EA	M	1	CONDUIT HGR SNAP-CLOSE 9/32 HOLE-MTD HD	1.0217	45.98	0.2500	11.25
31333	2.00	EA	M	1	PVC MALE ADAPTER	0.2828	0.57	0.1800	0.36
40242	2.00	EA	M	1	LOCKNUT	0.3760	0.75	0.1300	0.26
20217	4.00	EA	M	1	PVC SCH 40 90-DEG-ELBOW	1.9800	7.92	0.2500	1.00
31373	4.00	EA	M	1	PVC COUPLING	0.1849	0.74	0.1980	0.79
	0.00				**GATE 8 - DATA RUNS**				
TITLE	449.00	EA	M		1" PVC EMPTY SUSP TH-ROD CRETE	0.0000	0.00	0.0000	0.00
10165	449.00	FT	M	1	PVC SCH 40	0.9000	404.10	0.0420	18.86
31373	2.00	EA	M	1	PVC COUPLING	0.1849	0.37	0.1980	0.40
40043	18.00	OZ	M	OUNCE	PVC (GLUE) CEMENT	0.4119	7.41	0.0120	0.22
630002	45.00	EA	M	1	CONDUIT HGR SNAP-CLOSE 9/32 HOLE-MTD HD	1.0217	45.98	0.2500	11.25
31333	2.00	EA	M	1	PVC MALE ADAPTER	0.2828	0.57	0.1800	0.36
40242	2.00	EA	M	1	LOCKNUT	0.3760	0.75	0.1300	0.26
20217	4.00	EA	M	1	PVC SCH 40 90-DEG-ELBOW	1.9800	7.92	0.2500	1.00
31373	4.00	EA	M	1	PVC COUPLING	0.1849	0.74	0.1980	0.79
	0.00				**GATE 8 - DATA RUNS**				
TITLE	449.00	EA	M		1" PVC EMPTY SUSP TH-ROD CRETE	0.0000	0.00	0.0000	0.00
10165	449.00	FT	M	1	PVC SCH 40	0.9000	404.10	0.0420	18.86
31373	2.00	EA	M	1	PVC COUPLING	0.1849	0.37	0.1980	0.40
40043	18.00	OZ	M	OUNCE	PVC (GLUE) CEMENT	0.4119	7.41	0.0120	0.22
630002	45.00	EA	M	1	CONDUIT HGR SNAP-CLOSE 9/32 HOLE-MTD HD	1.0217	45.98	0.2500	11.25
31333	2.00	EA	M	1	PVC MALE ADAPTER	0.2828	0.57	0.1800	0.36

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

Phase: BRANCH

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
40242	2.00	EA	M	1	LOCKNUT	0.3760	0.75	0.1300	0.26
20217	4.00	EA	M	1	PVC SCH 40 90-DEG-ELBOW	1.9800	7.92	0.2500	1.00
31373	4.00	EA	M	1	PVC COUPLING	0.1849	0.74	0.1980	0.79
	5.00				**CONDUIT SUPPORT**				
240732	50.00	FT	M	1 5/8" x 1 5/8"H	12G STRUT CHNL 1-1/8"SLOT STN-STL 316	72.0288	3,601.44	0.1225	6.13
160288	35.00	EA	M	3/8 x 2 1/4"	STN-STL T304 WEDGE ANCHOR	4.6996	164.49	0.2200	7.70
160958	90.00	EA	M	3/8-16	STN-STL HEX NUTS	0.1627	14.64	0.0360	3.24
160475	70.00	EA	M	3/8 x 1 1/4"	STN-STL FENDER WASHER	0.1708	11.96	0.0012	0.08
161173	20.00	EA	M	1/2 x 1 1/2 - 3"	HAMMER DRILLED HOLE	0.0000	0.00	0.2400	4.80
161247	35.00	FT	M	3/8-16	STN-STL THRD-ROD TYPE 304	7.2495	253.73	0.1650	5.78
					Phase Totals:		**5,449.77**		**127.12**
					Job Totals:		**5,449.77**		**127.12**

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

Job ID: JOB-1575
Project: Gate #8 - KWIA - Documents - Fire Alarm - Infrastructure_REV.1

Bid Summary Report

Vendor: TARGET **Labor Level:** LABOR 1 **16 Jan 2025 10:09:40**

Tax Rate status: Default **Bid Name:** FL KEYS ELECTRIC **Bid Template:** FLORIDA KEYS ELECTRIC, INC.

Drawing	Phase	Quote $	Material $	Equip $	SubCon $	Labor Hrs
	BRANCH	0.00	27.43	0.00	0.00	3.82
	FIRE ALARM	0.00	52.36	0.00	0.00	7.60
	Sheet Totals:	0.00	79.79	0.00	0.00	11.43
	Tax:	0.00	5.98	0.00	0.00	
				Sub Total (Quo/Mat/Equip/Sub):	79.79	
				Sales Tax:	5.98	
				Sub Total:	85.77	85.77

Bid Notes:

TAX RATES

Material:	7.5000%
Quote:	7.5000%
Labor:	0.0000%
Equipment:	7.5000%
Subcontract:	7.5000%
Job:	0.0000%

MISCELLANEOUS

Avg. Lbr. Rate (Cost):	177.20
Avg. Lbr. Rate (Bid):	186.06
Total Square Feet:	1.00
Cost Per Sq. Ft.:	2,301.11
Labor $ Per Sq. Ft.:	1,928.35
Labor Hrs Per Sq. Ft.:	11.43
Quantity of Units:	1.00
Cost Per Unit:	2,301.11
Calc. Adjustment:	0.00%

Direct Labor $:	1,928.35
Indirect Labor $:	0.00
Labor Escalation:	0.00
Labor Tax:	0.00
Direct Job Costs (0.00%):	0.00
Prime Cost:	2,014.12
Overhead (Avg. 5.00%):	100.71
Net Cost:	2,114.83
Profit (Avg. 5.00%):	105.74
Job Tax:	0.00
Bond (3.5000%):	80.54
Lump Sum:	0.00
Selling Price:	2,301.11

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

LABOR ADJUST

ESTIMATED HOURS	ELECTRICAL	MACHINE OPERATOR	LOW VOLTAGE	Labor Class 4	Labor Class 5	Labor Class 6	Labor Class 7	Labor Class 8	Labor Class 9	Labor Class 10
REGULAR	10.49	--	0.94	--	--	--	--	--	--	--
OVERTIME	--	--	--	--	--	--	--	--	--	--
SHIFT-2	--	--	--	--	--	--	--	--	--	--
SHIFT-3	--	--	--	--	--	--	--	--	--	--
DOUBLE TIME	--	--	--	--	--	--	--	--	--	--
ESTIMATED HOURS:	10.49	--	0.94	--	--	--	--	--	--	--
LOSS LBR ADJ:	--	--	--	--	--	--	--	--	--	--
CALCULATED HRS										
REGULAR	-0.94	--	0.94	--	--	--	--	--	--	--
OVERTIME	11.43	--	--	--	--	--	--	--	--	--
SHIFT-2	--	--	--	--	--	--	--	--	--	--
SHIFT-3	--	--	--	--	--	--	--	--	--	--
DOUBLE TIME	--	--	--	--	--	--	--	--	--	--
TOTAL ADJ LABOR:	10.49	--	0.94	--	--	--	--	--	--	--

TOTAL ADJUSTED LABOR HOURS: 11.43

DIRECT LABOR

Labor Class	Job Description	Labor Type	Crew	Rate	Man Hours	Extension
ELECTRICAL	JOURNEYMEN	REGULAR	1	$125.00	-0.47	-$58.82
	JOURNEYMEN	OVERTIME	1	$187.50	5.72	$1,071.54
	APPRENTICE 1	REGULAR	0	$100.00	-0.47	-$47.06
	APPRENTICE 1	OVERTIME	1	$150.00	5.72	$857.23
LOW VOLTAGE TECH	JOURNEYMEN	REGULAR	1	$125.00	0.47	$58.59
	APPRENTICE	REGULAR	1	$100.00	0.47	$46.87

AVERAGE DIRECT LABOR RATE: $168.76

TOTAL DIRECT LABOR: $1,928.35

INDIRECT LABOR

Labor Description	Hours	Rate	Ext $

TOTAL INDIRECT LABOR: $0.00

DIRECT LABOR TOTAL:	1,928.35	
INDIRECT LABOR TOTAL:	0.00	
LABOR ESCALATION:	0.00	
LABOR $ ADJUSTMENT:	0.00	
LABOR TAX:	0.00	
LABOR TOTAL:		$1,928.35

MATERIAL:	79.79	
MATERIAL ESCALATION:	0.00	
MATERIAL ADJUSTMENT:	0.00	
MATERIAL TAX:	5.98	
MATERIAL TOTAL:		$85.77

QUOTES

Component	Vendor	Amount

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

QUOTED MATERIAL:	0.00	
ADJUSTMENT:	0.00	
QUOTE TAX:	0.00	
QUOTED MATERIAL TOTAL:		$0.00

SUBCONTRACTS

Component	Vendor	Amount

SUBCONTRACTS:	0.00	
ADJUSTMENT:	0.00	
SUBCONTRACT TAX:	0.00	
SUBCONTRACTS TOTAL:		$0.00

EQUIPMENT

Component	Vendor	Amount

EQUIPMENT:	0.00	
ADJUSTMENT:	0.00	
EQUIPMENT TAX:	0.00	
EQUIPMENT TOTAL:		$0.00

DIRECT JOB COSTS

Description	Dollars

DIRECT JOB COSTS:	0.00	
ADJUSTMENT:	0.00	
TOTAL DIRECT JOB COSTS:		$0.00
JOB COST w/NO OVERHEAD:		**$2,014.12**

OVERHEAD

MATERIAL OVERHEAD:(5% markup)	4.29
QUOTES OVERHEAD:(5% markup)	0.00
LABOR OVERHEAD:(5% markup)	96.42
SUBCONTRACTS OVERHEAD:(5% markup)	0.00
EQUIPMENT OVERHEAD:(5% markup)	0.00
DJC OVERHEAD:(5% markup)	0.00

TOTAL OVERHEAD:	$100.71
JOB COST w/OVERHEAD:	**$2,114.83**

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

PROFIT	
MATERIAL PROFIT:(5% markup)	4.50
QUOTES PROFIT:(5% markup)	0.00
LABOR PROFIT:(5% markup)	101.24
SUBCONTRACTS PROFIT:(5% markup)	0.00
EQUIPMENT PROFIT:(5% markup)	0.00
DJC PROFIT:(5% markup)	0.00

TOTAL PROFIT:	$105.74

MISCELLANEOUS	
JOB TAX:	0.00
BOND:	80.54

MISCELLANEOUS TOTAL:	$80.54

LUMP SUM	
LUMP SUM 1:	0.00
LUMP SUM 2:	0.00
LUMP SUM 3:	0.00
LUMP SUM 4:	0.00

LUMP SUM TOTAL:	$0.00

BID TOTAL:	$2,301.11

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

Job ID: JOB-1575
Project: Gate #8 - KWIA - Documents - Fire Alarm - Infrastructure_REV.1

Takeoff

Vendor: TARGET **Labor Level:** LABOR 1 **16 Jan 2025 10:13:47**

Phase: BRANCH

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
TITLE	25.00	EA	M	EMPTY	3/4 EMT CONCEALED MTL-STD	0.0000	0.00	0.0000	0.00
10054	25.00	FT	M	3/4	EMT	0.4737	11.84	0.0470	1.18
20747	4.00	EA	M	3/4	EMT 90-ELBOW	1.6725	6.69	0.2068	0.83
30498	6.00	EA	M	3/4	EMT DI-CAST-COMP COUPLING	1.0728	6.44	0.1316	0.79
161120	8.00	EA	M	#10 x 1"	TEK SCREW	0.0352	0.28	0.0240	0.19
30604	2.00	EA	M	3/4	EMT DI-CAST-COMP CONNECTOR	0.9461	1.89	0.3000	0.60
40218	2.00	EA	M	3/4	PLASTIC BUSHING	0.1416	0.28	0.1200	0.24
					Phase Totals:		**27.43**		**3.82**

Phase: FIRE ALARM

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
TITLE	1.00	EA	M	3/4 EMT	FIRE ALARM STROBE/SPEAKER	0.0000	0.00	0.0000	0.00
320094	1.00	EA	M		FIRE ALARM STROBE/SPEAKER	0.0000	0.00	0.9375	0.94
150006	1.00	EA	M	1-1/2"D	4"SQ CMB-KO NO BRKT	0.9002	0.90	0.3750	0.38
150095	1.00	EA	M		4"SQ BLANK CVR	0.3907	0.39	0.1000	0.10
150015	1.00	EA	M	1-1/2"D	4"SQ CMB-KO CV- BRKT	1.6276	1.63	0.3750	0.38
150065	1.00	EA	M	5/8"RISE 4.8-CI	1G 4"SQ PLASTER-RING	0.6121	0.61	0.1000	0.10
161120	6.00	EA	M	#10 x 1"	TEK SCREW	0.0352	0.21	0.0300	0.18
100138	6.00	EA	M	#18 to 8	WIRE-NUT MED -RED	0.0805	0.48	0.0750	0.45
10054	25.00	FT	M	3/4	EMT	0.4737	11.84	0.0500	1.25
30604	3.00	EA	M	3/4	EMT DI-CAST-COMP CONNECTOR	0.9461	2.84	0.3000	0.90
30498	3.00	EA	M	3/4	EMT DI-CAST-COMP COUPLING	1.0728	3.22	0.1400	0.42
90269	55.00	FT	M	#14 4/C Red	FIRE ALARM CABLE PLENUM UNSHIELDED(FPLP)	0.4548	25.01	0.0300	1.65
161558	3.00	EA	M	3/4	EMT 1-HOLE STEEL STRAP	0.2327	0.70	0.0500	0.15
161120	3.00	EA	M	#10 x 1"	TEK SCREW	0.0352	0.11	0.0300	0.09
630064	2.00	EA	M	3/4	COND SNP-CLOSE HGR TO SCR-ON STUD-WALL	2.2088	4.42	0.3125	0.63

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

Phase Totals:	**52.36**	**7.60**
Job Totals:	**79.79**	**11.43**

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

Hy-Tech SOLUTIONS INC.

CONFIDENTIAL PROPOSAL PREPARED FOR:

Key West International Airport
Gate 8

PROJECT ADDRESS:

3491 S Roosevelt Blvd
Key West, FL 33040

DATE:

07.29.2024

Information, data, and drawings embodied in this proposal are strictly confidential, and are supplied on the understanding that they will be held in confidence, and not disclosed to third parties without the prior written consent of Hy-Tech Solutions, Inc.

PREPARED BY:
MICHAEL HARNISH
OPERATIONS MANAGER
MHARNISH@HY-TECHSOLUTIONS.COM

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

SCOPE OF WORK

Hy-Tech Solutions, Inc. is pleased to submit our proposal for the electrical work to be done for:

" Key West International Airport (Gate 8)".

Hy-Tech Solutions, Inc. guarantees that all work performed by our company shall conform to current codes, regulations, and project specifications. All work performed by Hy-Tech Solutions, Inc. shall be warranted for one year after date of completion. The following breakdown describes the items and services that Hy-Tech Solutions, Inc. shall provide as well as any exclusions from our scope of work.

HY-TECH SOLUTIONS HAS INCLUDED:

Hy-Tech Solutions proposes change order for the gate 8 expansion at the above location. The following is included in this proposal:

- Install additional paging system for the new gate 8.
- Install additional data lines to support the new gate 8, includes testing of Ethernet connections.
- Install additional fiber runs as listed on the plans for gate 8. (No Terminations or testing included)

Hy-Tech Solutions, Inc. proposes to perform the work, as stated in this proposal, in accordance with the job description, specifications, all addendums and complete in a workmanlike manner, for the sum of:

Total Proposal.....$81,986.06

EXCLUDES: INFRASTRUCTURE/RACEWAY AND CABELING
PERMITTING

Respectfully Submitted,

Michael Harnish

Michael Harnish
Operations Project Manager

Notes:

1. **All work to be done during normal working hours (Monday - Friday 7:30am-4:30pm)**
2. **No overtime is included in this quote**
3. **No Permitting is included in this proposal**
4. **Any alteration or deviation from above specifications will be executed only upon written orders, and will become an extra charge over and above the estimate. This estimated price quote is valid for 30 days from date of issuance. Prices may change if work is not authorized and deposit received within 30 days.**
5. **Terms of Payment:**
   a. **will be billed on a schedule of values**
6. **Conduit, conductor, boxes etc. excluded - Rough In to be performed by FKE.**

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CONFIDENTIAL PROPOSAL PREPARED FOR:

Key West International Airport
Gate 8

PROJECT ADDRESS:

3491 S Roosevelt Blvd, Key West, FL 33040

DATE:

07.29.2024

Information, data, and drawings embodied in this proposal are strictly confidential, and are supplied on the understanding that they will be held in confidence, and not disclosed to third parties without the prior written consent of Hy-Tech Solutions, Inc.

PREPARED BY:
SHAWN LASHER
PROJECT MANAGER
SLASHER@HY-TECHSOLUTIONS.COM

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SCOPE OF WORK

Hy-Tech Solutions, Inc. is pleased to submit our proposal for the fire alarm work to be done for:

Key West International Airport (Gate 8)

Hy-Tech Solutions, Inc. guarantees that all work performed by our company shall conform to current codes, regulations, and project specifications. All work performed by Hy-Tech Solutions, Inc. shall be warranted for one year after date of completion. The following breakdown describes the items and services that Hy-Tech Solutions, Inc. shall provide as well as any exclusions from our scope of work.

HY-TECH SOLUTIONS HAS INCLUDED:

Hy-Tech Solutions proposes change order to add, install, program and certify additional magnetic door holders & relays for Gate 8 at the above location. The following is included in this proposal:

- Engineer Fire Alarm Shop Drawings
- Install, Program, Test, And Certify New Magnetic Door Holders And Relays

Hy-Tech Solutions, Inc. proposes to perform the work, as stated in this proposal, in accordance with the job description, specifications, all addendums and complete in a workmanlike manner, for the sum of:

Total Proposal……..……..……..……..……..$8,018.00

EXCLUDES: INFRASTRUCTURE/RACEWAY AND CABELING
PERMITTING

Respectfully Submitted,

Shawn Lasher

Shawn Lasher
Fire Alarm Project Manager

Notes:

1. **All work to be done during normal working hours (Monday - Friday 7:30am-4:30pm)**
2. **No overtime is included in this quote**
3. **No Permitting is included in this proposal**
4. **Any alteration or deviation from above specifications will be executed only upon written orders, and will become an extra charge over and above the estimate. This estimated price quote is valid for 30 days from date of issuance. Prices may change if work is not authorized and deposit received within 30 days.**
5. **Terms of Payment:**
   a. **will be billed on a schedule of values**
6. **Conduit, conductor, boxes etc. excluded - Rough In to be performed by FKE.**

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Juan Rodriguez
9850 N.W. 41st Street
Doral, Florida 33178
juan.rodriguez@us.abb.com
+1 305-903-5216
ABB
June 04, 2024
Quote No.: U3A-00038869
Doc Rev. 0
Project: KWIA - GATE 8 PCO
Quote Version: Original Version
Quote Expiration: July 4, 2024

Dear Valued Customer,

Thank you for your inquiry for **KWIA - GATE 8 PCO**. We are pleased to respond with our proposal based on the requirements of your inquiry. Please contact us with any questions. We look forward to working with you on this opportunity.

Best Regards,

Juan Rodriguez
ABB

Notes

Project Level

PROPRIETARY AND CONFIDENTIAL INFORMATION

This document contains confidential and proprietary information. Upon receipt of this document, the receiver agrees to not to reveal its content, except to those people inside of their own organization to who concerned to do the evaluation of this proposal. No copies of this document should be made without permission. This document shall be returned upon its written request.

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Summarized Bill of Material(s)

Quantity	Description	Item(s)	Mark(s)
		1	HC1C
2	Panelboard	2	HCB1A
		3	HCD1
		4	HCB1
14	Circuit Breaker	5	HC2A
		6	HC1A

Total Net Price

The total net price for the item(s) defined in this quotation is:
$26,798.77

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Summary of Proposal

Estimated Lead Time

The Estimated Lead-Times contained in this proposal are for estimating purposes only. These lead-times reflect the estimated time to manufacture our products from the order release date until the factory shipment date. Our lead-times are shown in terms of working days, which do not include weekends, factory holidays, nor factory shutdowns. Our published lead-times do not include approval drawing cycle, factory witness testing, or jobsite transit time. The actual lead-times are subject to change at any time and depend on factory loading, scheduled plant shutdowns, and job size. Please contact your ABB sales representative if firm lead-times are needed and they can work on your behalf to obtain pre-negotiated engineering/manufacturing slots as necessary.

Item No.	Product Description	Mark(s)	Estimated Lead Time (Days)	Quantity
1	Lighting Panelboard, ReliaGear RE	HC1C	40	1
2	Lighting Panelboard, ReliaGear RE	HCB1A	80	1
3	Circuit Breaker, Molded Case, Tmax XT neXT, XT4HU3250FY8000XXX	HCD1	CHECK AVAILABILITY	1
4	Circuit Breaker, Molded Case, Tmax XT neXT, XT4HU3200AYJ000XXX	HCB1	60	1
5	MCCB, TEYD/H/L, TEYL3015B	HC2A	CHECK AVAILABILITY	8
6	MCCB, TEYD/H/L, TEYL3015B	HC1A	CHECK AVAILABILITY	4

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Bill of Material(s)

Item No.	Quantity	Description
1	**1**	**Lighting Panelboard, ReliaGear RE** **Marks: HC1C**
		1 Section(s), NEMA 3R Cabinets 400 Amps, 3 Phase 4 Wire 480Y/277V, 50/60 Hz Minimum Interrupt Rating: 65kA Fully Rated Incoming Feed: Bottom Surface Mounted 54 Circuits UL67 / CSA C22.2 No. 29 Certified cULus Certified Height: 64.5 Inches; Width: 20 Inches; Depth: 6.21 Inches
	1	400 Amps Main Lugs 1-lug/phase 1-cable/lug #4 -600 kcmil Or 1-lug/phase 2-cable/lug 1/0 -250 kcmil
		Main Option Details
	1	Copper Bus Heat Rated
	5	Ground-Cu box bonded TGC2
	1	Ground main lug TGL20
	1	100% Rated Neutral
	1	NEMA 3R Cabinets
		Feeders
	6	Breaker Device 15 Amps 3 Poles TEYL
	36	Breaker Space Device 20 Amps 1 Poles TEYL
		Modifications
	1	Power Distribution Panel
	1	Nameplates
	1	Interior: ASF3544MBX AXB7
	1	Box: AB643
	1	Front : NONE
2	**1**	**Lighting Panelboard, ReliaGear RE** **Marks: HCB1A**
		1 Section(s), NEMA 3R Cabinets 400 Amps, 3 Phase 4 Wire 480Y/277V, 50/60 Hz Minimum Interrupt Rating: 65kA Fully Rated Incoming Feed: Bottom Surface Mounted 42 Circuits UL67 / CSA C22.2 No. 29 Certified cULus Certified Height: 55.5 Inches; Width: 20 Inches; Depth: 6.21 Inches
	1	400 Amps Main Lugs 1-lug/phase 1-cable/lug #4 -600 kcmil Or 1-lug/phase 2-cable/lug 1/0 -250 kcmil
		Main Option Details
	1	Copper Bus Heat Rated
	4	Ground-Cu box bonded TGC2
	1	Ground main lug TGL20
	1	100% Rated Neutral
	1	NEMA 3R Cabinets
		Feeders
	12	Breaker Device 15 Amps 3 Poles TEYL
	6	Breaker Space Device 20 Amps 1 Poles TEYL
		Modifications
	1	Nameplates
	1	Interior: ASF3424MBX AXB7
	1	Box: AB553
	1	Front : NONE
3	**1**	**Circuit Breaker, Molded Case, Tmax XT neXT, XT4HU3250FY8000XXX**

Bill of Material(s)

Marks: HCD1

XT4H 250 EKIP LSI IN=250A 3P F F UL/CSA

4	**1**	**Circuit Breaker, Molded Case, Tmax XT neXT, XT4HU3200AYJ000XXX** **Marks: HCB1** NEXT4H 250 TMF 200-2000 3P F F UL/CSA
5	**8**	**MCCB, TEYD/H/L, TEYL3015B** **Marks: HC2A** TEYX CIRCUIT BREAKER 3P 15A
6	**4**	**MCCB, TEYD/H/L, TEYL3015B** **Marks: HC1A** TEYX CIRCUIT BREAKER 3P 15A

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TERMS AND CONDITIONS OF SALE

General Policies and Conditions

1. This Proposal is offered subject to the following: 1) attached TERMS AND CONDITIONS OF SALE, 2) an executed Master Supply Agreement ("MSA"), and 3) ABB Inc.'s current general Terms and Condition of Sale. Any conflict among the documents comprising the terms of this Proposal shall be resolved in accordance with the following order of precedence: (i) an executed MSA incorporating the following Terms and Conditions of Sale (ii) attached TERMS AND CONDITIONS OF SALE incorporating ABB Inc. General Terms and Conditions of Sale (iii) or ABB Inc. General Terms and Conditions of Sale. Non-ABB preprinted PO terms have no force and/or effect and are hereby rejected by ABB.
2. Buyer represents and warrants that there are no federal, state, or local (collectively "Governmental") contracting provisions, regulations, flow-downs, or requirements that apply to this transaction, including without limitation any Governmental domestic preference or prevailing wage, other than such terms that have been disclosed and agreed to by Seller in writing. Buyer assumes sole responsibility for any costs associated with non-compliance of terms not agreed by Seller in writing. Unless expressly provided in writing, Seller makes no representation that the quoted product(s) or service(s) comply with any Governmental contracting provisions and regulations.
3. This proposal expires in 30 calendar days, unless terminated sooner by notice. This proposal is not inclusive of taxes of any kind, unless explicitly stated.
4. Orders not requiring engineered drawings for approval must be released by Buyer for manufacture within 90 days of PO receipt. If engineered drawings are required, they must be returned and approved by Buyer for release within 60 days of mailing. If not, and/or shipment is delayed for any reason the price will increase by 1.5% for each partial/full month that shipment release is delayed after the 90-day period. If project is delayed 6 months or more after PO receipt, project will be repriced based off current market values.
5. For MV Transformers (including Padmount, Substation, & Power transformers), refer to the factory proposal for applicable terms and conditions including, but not limited to quote validity, price validity, escalation, warranty, cancellation, estimated delivery, and freight terms.

Payment Terms

1. Net 30 days from the date of invoice
2. For projects up to $1,000,000 net, terms of payment are 100% upon invoicing.
3. If project value exceeds $1,000,000 net, progress payments are required payable at the following milestones. These milestones will be applied at a line-item level and will be tailored to the project schedule.
    - 20% upon delivery of drawings
    - 30% upon release of equipment
    - 50% upon shipment

Warranty

1. The warranty for Products shall expire one (1) year from date of installation or eighteen (18) months after date of shipment, whichever occurs first, except that software is warranted for ninety (90) days from delivery. The warranty for Services shall expire one (1) year after performance of the Service, except that software related Services are warranted for ninety (90) days.
2. Additional 12 months available for 2% adder, 24 months for 4% adder. Engage ABB representative if longer durations are needed.
3. All warranty claim remedies are provided under the General Terms and Conditions of Sale, or any applicable MSA, whichever is applicable between the parties.

Order Cancellation – Schedule of Charges

1. 10% - Order received.
2. 30% - Drawings for approval submitted, if required.
3. 50% - Revisions to approval drawings submitted, if required.
4. 80% - Order released for manufacturing and shipment.
5. 100% - Production started.

Delivery and Transportation

1. CPT/FCA ABB's facility, place of manufacture or warehouse (Incoterms 2020). Title and risk of loss passes upon shipment.
2. ABB will assume the risk of loss or damage to the destination for a 2% adder (but not less than $500 net) applied to the total price of the equipment. "Destination" is defined as ABB's common carrier's delivery point nearest first destination or point of export within the continental U.S.
3. Transportation and handling are prepaid and billed, unless otherwise noted in this quotation or MSA.
4. Shipment via Air or Open Top/Flatbed/Lift gate truck not included unless specifically listed herein.
5. Special Instruction - The Receiving Associate is required to sign, date, and note specific visible or concealed damage on Bill of Lading at time of delivery. Freight Company Associate is required to witness Receiver's signature, date, and damage claim annotations. ABB's Post Sales Service Department must be provided with copy of annotated BOL within five (5) days of delivery or Shipper's responsibility ends.

Other Notes

1. Standard factory test procedures will be performed. Customer inspections, customer witness tests, and any other non-standard test procedures are not included unless specifically noted herein.
2. The accompanying Bill of Material is our interpretation of what is required to meet the intent of the listed Drawings and Specifications. Please review thoroughly for accuracy and completeness and advise immediately if any revisions are required. This proposal is limited to the attached Bill of Material only. Selective coordination of the system should be verified by a qualified engineer and may require changes to the design, Bill of Material, and price.
3. The Parties are aware of the shortage of raw materials, electronic components worldwide which is likely to last for the foreseeable future, as well as, of market fluctuations in the availability and cost of other raw materials, commodities, other critical components, and transportation capacities. Notwithstanding anything to the contrary in the contract terms and conditions / purchase order, if after the date of ABB's proposal / offer or during the term of the performance of the contract / purchase order there are any changes to availability and / or market conditions for electronic components, raw materials, commodities, and transportation capabilities directly or indirectly affecting ABB's performance, ABB shall be entitled to relief in the schedule of the performance or delivery of the directly or indirectly affected scope of work under the contract / purchase order. In such circumstances, the Parties shall meet without delay and discuss in good faith to find a mutually agreeable solution, with equitable adjustment to the contract / purchase order date of delivery or completion. Customer hereby acknowledges and agrees that in said circumstances ABB may not be able to comply with the originally agreed delivery or completion schedule and that ABB shall not be liable for any liquidated or actual damages in connection thereto.

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ABB INC. GENERAL TERMS AND CONDITIONS OF SALE

(2024-01 U.S.)

1. General.
The terms and conditions contained herein, together with any additional or different terms contained in ABB's proposal, quotation and/or invoice ("Proposal"), if any, submitted to Purchaser (which Proposal, Policies, Addendum(s), if any, submitted to Purchaser shall control over any conflicting terms), constitute the entire agreement (the "Agreement") between the parties with respect to the purchase order and supersede all prior communications and agreements regarding the purchase order. Acceptance by ABB of the purchase order, or Purchaser's acceptance of ABB's Proposal, is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions, payment for or acceptance of any performance by ABB being acceptance. These terms and conditions may not be changed or superseded by any different or additional terms and conditions proposed by Purchaser to which terms ABB hereby objects. Unless the context otherwise requires, the term "Equipment" as used herein means all of the equipment, parts, accessories sold, and all software and software documentation, if any, licensed to Purchaser by ABB ("Software") under the purchase order. Unless the context otherwise requires, the term "Services" as used herein means all labor, supervisory, technical and engineering, installation, repair, consulting or other services provided by ABB under the purchase order. As used herein, the term "Purchaser" shall also include the initial end user of the Equipment and/or services; provided, however, that Article 14(a) shall apply exclusively to the initial end user.

2. Prices.
(a) Unless otherwise specified in writing, all Proposals expire thirty (30) days from the date thereof and may be modified or withdrawn by ABB before receipt of Purchaser's conforming acceptance. All quoted prices are subject to revision at any time in the event of any increase in raw material, energy costs or governmental actions such as tariffs.
(b) Unless otherwise stated herein, Services prices are based on normal business hours (8 a.m. to 5 p.m. Monday through Friday). Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate; and Sunday hours will be billed at two (2) times the hourly rate; holiday hours will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Rates are subject to change without notice.
(c) The price does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. Purchaser agrees to pay or reimburse any such taxes which ABB or its suppliers are required to pay or collect. If Purchaser is exempt from the payment of any tax or holds a direct payment permit, Purchaser shall, upon purchase order placement, provide ABB a copy, acceptable to the relevant governmental authorities of any such certificate or permit.
(d) The price includes customs duties and other importation or exportation fees, if any, at the rates in effect on the date of ABB's Proposal. Any change after that date in such duties, fees, or rates, shall increase the price by ABB's additional cost.

3. Payment.
(a) Unless specified to the contrary in writing by ABB, payment terms are net cash, payable without offset, in United States Dollars, 30 days from date of invoice by wire transfer to the account designated by ABB in the Proposal. ABB is not required to commence or continue its performance unless and until invoiced payments have been received in a timely fashion. For each day of delay in receiving required payments, ABB shall be entitled to a matching extension of the schedule.
(b) If in the judgment of ABB, the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, ABB may require payment in advance, payment security satisfactory to ABB and suspend its performance until said advance payment or payment security is received or may terminate the purchase order, whereupon ABB shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall be due on the date ABB is prepared to make delivery. Delays in delivery or nonconformities in any installments delivered shall not relieve Purchaser of its obligation to accept and pay for remaining installments.
(c) Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1 1/2% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts plus ABB's attorneys' fees and court costs incurred in connection with collection. If Purchaser fails to make payment of any amounts due under any purchase order and fails to cure such default within ten (10) days after receiving written notice specifying such default, then ABB may by written notice, at its option, suspend its performance under the purchase order until such time as the full balance is paid or terminate the purchase order, as of a date specified in such notice. In the event of suspension, cancellation or termination hereunder, ABB will be entitled to recover all costs for work performed to date, costs associated with suspension, cancellation or termination of the work and all other costs recoverable at law.

4. Changes.
(a) Any changes requested by Purchaser affecting the ordered scope of work must first be reviewed by ABB and any resulting adjustments to affected provisions, including price, schedule, and guarantees mutually agreed in writing prior to implementation of the change.
(b) ABB may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the applicable specifications. If Purchaser objects to any such changes, ABB shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.

5. Delivery.
(a) All Equipment manufactured, assembled or warehoused in the continental United States is delivered FCA ABB point of shipment, Incoterms® 2020 unless otherwise mutually agreed in writing. Equipment shipped outside the continental United States is delivered FCA Incoterms® 2020 United States port of export unless otherwise mutually agreed in writing. Purchaser shall be responsible for any and all demurrage or detention charges.
(b) If the scheduled delivery of Equipment is delayed by Purchaser or by Force Majeure, ABB may move the Equipment to storage for the account of and at the risk of Purchaser whereupon it shall be deemed to be delivered.
(c) Shipping and delivery dates are contingent upon Purchaser's timely approvals and delivery by Purchaser of any documentation required for ABB's performance hereunder.
(d) Claims for shortages or other errors in delivery must be made in writing to ABB within ten (10) days of delivery. Equipment may not be returned except with the prior written consent of and subject to terms specified by ABB. Claims for damage after delivery shall be made directly by Purchaser with the common carrier.

6. Title & Risk of Loss.
Except with respect to Software (for which title shall not pass, use being licensed) title to Equipment shall transfer to Purchaser upon delivery according to the applicable freight term. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage with respect to the sale of Equipment shall pass from ABB to Purchaser at delivery as defined in this Agreement. With respect to a purchase order that obligates ABB to complete the installation of purchased Equipment, risk of loss for the Equipment shall pass from ABB to Purchaser at the earlier of the time Purchaser puts the installation to its specified purpose or until the completion of the installation pursuant to this Agreement.

7. Inspection, Testing and Acceptance.
(a) Any inspection by Purchaser of Equipment on ABB's premises shall be scheduled in advance to be performed during normal working hours and subject to rules and regulations in place at the ABB premises.
(b) If the purchase order provides for factory acceptance testing, ABB shall notify Purchaser when ABB will conduct such testing prior to shipment. Unless Purchaser states specific objections in writing within ten (10) days after completion of factory acceptance testing, completion of the acceptance test constitutes Purchaser's factory acceptance of the Equipment and its authorization for shipment.
(c) If the purchase order provides for site acceptance testing, testing will be performed by ABB personnel to verify that the Equipment has arrived at site complete, without physical damage, and in good operating condition. Completion of site acceptance testing constitutes full and final acceptance of the Equipment. If, through no fault of ABB, acceptance testing is not completed within thirty (30) days after arrival of the Equipment at the site, the site acceptance test shall be deemed completed and the Equipment shall be deemed accepted.

8. Warranties and Remedies.
(a) Equipment and Services Warranty. ABB warrants that Equipment (excluding Software, which is warranted as specified in paragraph (d) below) shall be delivered free of defects in material and workmanship and that

Services shall be free of defects in workmanship. The Warranty Remedy Period for Equipment (excluding Software and Spare Parts) shall end twelve (12) months after installation or eighteen (18) months after date of shipment, whichever first occurs. The Warranty Remedy Period for new spare parts shall end twelve (12) months after date of shipment. If the purchase order includes the sale of refurbished or repaired parts, the Warranty Remedy Period for such parts shall end ninety (90) days after date of shipment. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services.
(b) Equipment and Services Remedy. If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to ABB promptly after such discovery and within the applicable Warranty Remedy Period, ABB shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to ABB promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or thirty (30) days from completion of such repair, replacement or re-performance, whichever is later, ABB will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended.
(c) Exceptions. ABB shall not be responsible for providing temporary power, removal, installation, reimbursement for labor costs or working access to the nonconforming Equipment, including disassembly and re-assembly of non-ABB supplied equipment, or for providing transportation to or from any repair facility, or for any other expenses incurred in connection with the repair or replacement, all of which shall be at Purchaser's risk and expense. ABB shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence or accident; (iii) has been used in a manner contrary to ABB's instructions; (iv) is comprised of materials provided by or a design specified by Purchaser; or (v) has failed as a result of ordinary wear and tear. Equipment supplied by ABB but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed.
(d) Software Warranty and Remedies. ABB warrants that, except as specified below, the Software will, when properly installed, execute in accordance with ABB's published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of shipment and written notice of such nonconformity is provided to ABB promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, ABB shall correct the nonconformity by, at its option, either (i) modifying or making available to the Purchaser instructions for modifying the Software; or (ii) making available at ABB's facility necessary corrected or replacement programs. ABB shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) Purchaser-supplied software or interfacing. ABB does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Purchaser, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs".
(e) THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE PURCHASER'S EXCLUSIVE REMEDIES AND ABB'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

9. Intellectual Property Infringement.
(a) ABB shall defend at its own expense any action brought against Purchaser alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by ABB (a "Process") directly infringes a patent in effect in the United States, an European Union member state or the country of the Site (provided there is a corresponding patent issued by the U.S., UK or an EU member state), or any copyright or trademark registered in the country of the Site and to pay all damages and costs finally awarded in any such action, provided that Purchaser has given ABB prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action in behalf of Purchaser.

(b) ABB shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including Equipment or Processes which have been modified or combined with other equipment or process not supplied by ABB; (ii) any Equipment or Process supplied according to a design, other than an ABB design, required by Purchaser; (iii) any products manufactured by the Equipment or Process; (iv) any use of the Equipment or Process contrary to ABB instructions; (v) any patent issued after the date hereof; or (vi) any action settled or otherwise terminated without the prior written consent of ABB.

(c) If, in any such action, the Equipment is held to constitute an infringement, or the practice of any Process using the Equipment is finally enjoined, ABB shall, at its option and its own expense, procure for Purchaser the right to continue using said Equipment; or modify or replace it with non-infringing equipment or, with Purchaser's assistance, modify the Process so that it becomes non-infringing; or remove it and refund the portion of the price allocable to the infringing Equipment. THE FOREGOING PARAGRAPHS STATE THE EXCLUSIVE LIABILITY OF ABB AND EQUIPMENT MANUFACTURER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT.
(d) To the extent that said Equipment or any part thereof is modified by Purchaser, or combined by Purchaser with equipment or processes not furnished hereunder (except to the extent that ABB is a contributory infringer) or said Equipment or any part thereof is used by Purchaser to perform a process not furnished hereunder by ABB or to produce an article, and by reason of said modification, combination, performance or production, an action is brought against ABB, Purchaser shall defend and indemnify ABB in the same manner and to the same extent that ABB would be obligated to indemnify Purchaser under this "Intellectual Property Indemnification" provision.

10. Waiver of Consequential Damages.
In no event shall ABB, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of data, loss of use, loss of use of any of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Purchaser or other third parties for any damages.

11. Limitation of Liability.
(a) ABB's aggregate liability for all claims whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case (except as provided in the section entitled "Intellectual Property Indemnification") exceed the purchase order price.
(b) All causes of action against ABB arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one (1) year of the time of accrual thereof.
(c) In no event, regardless of cause, shall ABB be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and/Services.
(d) The rights and remedies of the parties contained under these terms and conditions shall be sole and exclusive.

12. Laws and Regulations.
ABB does not assume any responsibility for compliance with federal, state or local laws and regulations, except as expressly set forth herein, and compliance with any laws and regulations relating to the operation or use of the Equipment or Software is the sole responsibility of the Purchaser. All laws and regulations referenced herein shall be those in effect as of the Proposal date. In the event of any subsequent revisions or changes thereto, ABB assumes no responsibility for compliance therewith. If Purchaser desires a modification as a result of any such change or revision, it shall be treated as a change per Article 4. Nothing contained herein shall be construed as imposing responsibility or liability upon ABB for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment. This Agreement shall in all respects be governed by, and construed, interpreted and enforced in accordance with the laws of the State of New York, USA, excluding its conflicts of laws rules and the provisions of the United Nations Convention on Contracts for the International Sale of Goods, and both parties hereby agree that any litigation concerning, arising out of, or related to this Agreement, whether claims are based on contract, tort, equity or otherwise, shall be conducted only in the state or federal courts functioning in the State of New York, Manhattan County and waive the defense of an inconvenient forum in respect to any such litigation. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

13. OSHA.
ABB warrants that the Equipment will comply with the relevant standards of the Occupational Safety and Health Act of 1970 ("OSHA") and the regulations promulgated thereunder as of the date of the Proposal. Upon prompt written notice from the Purchaser of a breach of this warranty, ABB will replace the affected part or modify it so that it conforms to such standard or regulation. ABB's obligation shall be limited to such replacement or modification. In no event shall ABB be responsible for liability arising out of the violation of any OSHA standards relating to or caused by Purchaser's design, location, operation, or maintenance of the Equipment, its use in association with other equipment of Purchaser, or the alteration of the Equipment by any party other than ABB.

14. Software License. (a) ABB owns all rights in or has the right to sublicense all of the Software, if any, to be delivered to Purchaser under this Agreement. As part of the sale made hereunder Purchaser hereby obtains a limited license to use the Software, subject to the following: (i) the Software may be used only in conjunction with equipment specified by ABB;(ii) the Software shall be kept strictly confidential; (iii) the Software shall not be copied, reverse engineered, or modified; (iv) the Purchaser's right to use the Software shall terminate immediately when the specified equipment is no longer used by the Purchaser or when otherwise terminated, e.g. for breach, hereunder; and (v) the rights to use the Software are non-exclusive and non-transferable, except with ABB's prior written consent.
(b) Nothing in this Agreement shall be deemed to convey to Purchaser any title to or ownership in the Software or the intellectual property contained therein in whole or in part, nor to designate the Software a "work made for hire" under the Copyright Act, nor to confer upon any person who is not a named party to this Agreement any right or remedy under or by reason of this Agreement. In the event of termination of this License, Purchaser shall immediately cease using the Software and, without retaining any copies, notes or excerpts thereof, return to ABB the Software and all copies thereof and shall remove all machine-readable Software from all of Purchaser's storage media.

15. Intellectual Property, Inventions and Information.
(a) "Intellectual Property Rights" means all current and future rights in copyrights, trade secrets, trademarks, mask works, patents, design rights, trade dress, and any other intellectual property rights that may exist anywhere in the world, including, in each case whether unregistered, registered or comprising an application for registration, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing. "Technology" means all inventions, discoveries, ideas, concepts, methods, code, executables, manufacturing processes, unique compositions, mask works, designs, marks, and works of authorship fixed in the medium of expression, and materials pertaining to any of the preceding; whether or not patentable, copyrightable or subject to other forms of protection.

(b) ABB shall maintain all right, title and interest in any Technology and Intellectual Property Rights that ABB owned, created, conceived or discovered prior to entering into this Agreement, or owns, creates or discovers separately from the activities contemplated by this Agreement. Unless otherwise agreed in writing by ABB and Purchaser, ABB shall have all right, title and interest in any Technology and Intellectual Property Rights that ABB creates, conceives or discovers in furtherance of this Agreement, and ABB shall have all right, title and interest in any Technology and Intellectual Property Rights embodied in the Equipment and Services. Any design, manufacturing drawings or other information submitted to the Purchaser remains the exclusive property of ABB. Purchaser shall not, without ABB's prior written consent, copy or disclose such information to a third party, unless required by a public information request from a governmental body. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose, including the duplication thereof in whole or in part.

16. Force Majeure.
ABB shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), delays attributable to outbreaks, epidemics and pandemics (including any variations),

Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate ABB for such delay.

17. Cancellation.
Special order, custom designed, and made-to-order Equipment are non-cancelable and non-returnable. Any other purchase order may be cancelled by Purchaser only upon prior written notice and payment of termination charges as set forth in the cancellation schedule included in the Proposal or payment of, including but not limited to, the purchase price of the work performed prior to the effective date of notice of termination, the costs identified to the purchase order incurred by ABB for work not completed, and all expenses incurred by ABB attributable to the termination, plus a fixed sum of ten (10) percent of the final total price to compensate for disruption in scheduling, planned production and other indirect costs.

18. Termination.
(a) No termination by Purchaser for material default shall be effective unless, within fifteen (15) days after receipt by ABB of Purchaser's written notice specifying such default, ABB shall have failed to initiate and pursue with due diligence correction of such specified default.
(b) If the event of termination for a material default, ABB shall reimburse Purchaser the difference between that portion of the Agreement price allocable to the terminated scope and the actual amounts reasonably incurred by Purchaser to complete that scope, and Purchaser shall pay to ABB the portion of the Agreement price allocable to Equipment completed and any amounts due for Services performed before the effective date of termination.
(c) ABB may terminate the Agreement (or any affected portion thereof) immediately for cause if Purchaser becomes insolvent/bankrupt, or materially breaches the Agreement, including, but not limited to, failure or delay in Purchaser making any payment when due, or fulfilling any payment conditions.

19. Export Control.
(a) The following definitions apply to this Article19:
"Trade Control Laws" means all applicable trade and economic sanctions laws and regulations, specifically including but not limited to the U.S. International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. 120 et seq.; the Export Administration Regulations ("EAR"), 15 C.F.R. 730-774; the Foreign Assets Control Regulations ("FACR"), 31 C.F.R. 500-598; the Foreign Trade Regulations ("FTR"), 15 C.F.R. 30-199; and, any administrative or regulatory decisions or guidelines adopted pursuant to Trade Control Laws.
"Purchaser Entities" means Purchaser's officers, directors, employees, parent company, subsidiaries and other affiliates, and if f the Equipment, Software and/or Services are subject to resale or other distribution, Purchaser's customers and end-users of the same.
(b) Purchaser shall comply in all respects with Trade Control laws and shall not export, re-export, transfer, disclose or otherwise provide or make accessible the Equipment, Software, data or other information provided to Purchaser by ABB hereunder, to any non-U.S. person or entity (including Purchaser's dual and/or third-country national employees or third party contractors) without first complying with all requirements of the applicable Trade Control Laws. If Purchaser is a U.S. entity and is engaged in the business of either exporting or manufacturing (whether exporting or not) Defense Articles or furnishing Defense Services as defined in the ITAR, Purchaser represents that it shall maintain an active registration with the U.S. Department of State's Directorate of Defense Trade Controls ("DDTC"), as required by the ITAR, throughout the performance of this Contract, and that it maintains an effective export and import compliance program in accordance with the ITAR. If Purchaser is a U.S. entity and will export ABB's Equipment, Software, and/or data, Purchaser will be considered an exporter within the meaning of the U.S. export regulations. Therefore, ABB should not be listed as the exporter or U.S. Principal Party in Interest ("USPPI") on any documentation or filings relating to any export. Purchaser acknowledges it's acting on its own behalf and not as ABB's agent for export or any other purposes.
(c) Purchaser represents and warrants that the Equipment, Software and Services provided hereunder, and the ""direct product"" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use or any other end use prohibited by Trade Control Laws.
(d) Purchaser represents and warrants that: (1) neither Purchaser nor any Purchaser Entity is included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department's Bureau of Industry and Security ("BIS"), or the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defense Trade Controls, listed, the ITAR §126.1 Restricted Parties List, or the consolidated list of asset freeze targets designated by the United Nations, European Union, and United States or any similar list maintained by the European Union or

European member state (collectively "Restricted Parties List"); and (2) no entity or person listed on the Restricted Parties List (or owned directly or indirectly, in whole or in part, by an entity or person on the Restricted Parties List) has any property, financial or other interest in the Equipment, Software or Services, and that the same shall not be transferred, reexported, disclosed to or otherwise provided to an entity or person on the Restricted Parties List. Purchaser shall notify ABB immediately if Purchaser or a Purchaser Entity becomes listed on the Restricted Party List.
(e) Purchaser shall notify ABB immediately upon awareness of any breach or suspected breach of this Article 19. Any violation of Purchaser's obligations under this Article 19 is a material breach of this Agreement and ABB reserves the right to terminate the Agreement immediately upon written notice for Purchaser's default. Purchaser shall indemnify, defend and hold harmless ABB, its officers, directors, employees, agents, affiliates, successors, and permitted assigns from and against all claims, causes of action, damages, liabilities, and expenses, including attorney's fees arising from Purchaser's breach of this Article 19 and any resulting termination of this Agreement.
(f) If agreed to by the Parties pursuant to a written statement of work or elsewhere in this Agreement, ABB shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Purchaser. Purchaser shall furnish such documentation within a reasonable time after purchase order acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by ABB. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled by ABB without liability for damages of any kind resulting from such cancellation. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB.
(g) When applicable, the party considered the exporter of the Equipment, Software, Services and/or data, will apply for the export license in compliance with all applicable Trade Control Laws. If ABB is the applicant of the export license, the Purchaser agrees to immediately provide all the necessary information and documentation (i.e. End-User/End-Use Certificate and Letter of Assurance) required to apply for the license. If an export license is denied or revoked, the applicant must notify the other party immediately and this Agreement may be terminated by ABB without liability for damages of any kind resulting from such termination.

20. Bribery and Corruption.
(a) Purchaser hereby warrants that it will not, directly or indirectly, and it has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors and employees of Seller or any other party in a manner contrary to applicable laws (including but not limited to the Corruption of Foreign Public Officials Act (Canada), the Foreign Corrupt Practices Act (United States) and, where applicable, legislation enacted by member States and signatories implementing the OECD Convention Combating Bribery of Foreign Officials) and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption.
(b) Nothing hereunder shall render Seller liable to reimburse Purchaser for any such consideration given or promised.
(c) Purchaser's material violation of any of the obligations contained in Article 20(a) above may be considered by Seller to be a material breach hereunder and shall entitle Seller to terminate this agreement with immediate effect and without prejudice to any further right or remedies on the part of Seller hereunder or applicable law. Purchaser shall indemnify Seller for all liabilities, damages, costs or expenses incurred as a result of any such violation of the above-mentioned obligations and termination of this agreement.
(d) Purchaser understands that Seller's Code of Conduct is available for consultation online at http://www.abb.com/integrity. Purchaser agrees to perform its contractual obligations hereunder with substantially similar standards of ethical behavior as those found in Supplier's Code of Conduct.
(e) Seller has established the following reporting channels where Purchaser and its employees may report suspected violations of applicable laws, policies or standards of conduct:
Web portal: www.abb.com/integrity
Telephone: number specified on the above Web portal
Mail: address specified on the above Web portal

21. Assignment.
Any assignment of this Agreement or of any rights or obligations under the Agreement without prior written consent of ABB shall be void.

22. Nuclear.
Equipment and Services sold hereunder are not intended for use in connection with any nuclear facility or activity, and Purchaser warrants that it shall not use or permit others to use Equipment or Services for such purposes, without the advance written consent of ABB. If, in breach of this, any such use occurs, ABB (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, including without limitation any physical damage to a nuclear facility itself, resulting from a nuclear incident and, in addition to any other rights of ABB, Purchaser shall indemnify and hold ABB (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability including, but not limited to, any physical damage to the nuclear facility or surrounding properties, if any. Consent of ABB to any such use, if any, will be conditioned upon additional terms and conditions that ABB determines to be acceptable for protection against nuclear liability including but not limited to the requirement that the Purchaser and/or its end user customer shall have complete insurance protection against liability and property damage including without limitation physical damage to a nuclear facility itself or any surrounding properties, if any, resulting from a nuclear incident and shall indemnify ABB, its subcontractors, suppliers and vendors against all claims resulting from a nuclear incident including, but not limited to, any physical damage to the nuclear facility.

23. Resale.
If Purchaser resells any of the Equipment or Services, the sale terms shall limit ABB's liability to the buyer to the same extent that ABB's liability to Purchaser is limited hereunder. Additionally, if the end-user intends to use the Equipment or Services in connection with any nuclear facility or activity, the Purchaser shall require the end-user comply with the financial requirements under Price-Anderson Act (PAA) and secure a written release of liability which flows from the end-user to the benefit of ABB.

24. Environmental, Health and Safety Matters.
(a) Purchaser shall be obligated to maintain safe working conditions at its facility or location (the "Site"), including the implementing of appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock- out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.
(b) Purchaser shall immediately advise ABB in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Purchaser's responsibilities hereunder, ABB has the right but not the obligation to, from time to time, review, audit and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.
(c) If, in ABB's reasonable opinion, the health, safety, or security of personnel or the Site is, or is likely to be, imperiled by security risks, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, ABB may, in addition to other rights or remedies available to it, remove some or all of its personnel from Site, suspend performance of all or any part of the purchase order, and/or remotely perform or supervise work. Any such occurrence shall be considered a Force Majeure event. Purchaser shall reasonably assist in ensuring the safe departure of personnel from the Site.
(d) Purchaser shall not require or permit ABB's personnel to operate Purchaser's equipment at Site.
(e) Purchaser will make its Site medical facilities and resources reasonably available to ABB personnel who need medical attention.
(f) ABB has no responsibility or liability for the pre-existing condition of Purchaser's equipment or the Site, which is the sole responsibility of Purchaser. Prior to ABB starting any work at Site, Purchaser will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Purchaser's equipment or the Site that ABB may encounter while performing under this Agreement. The provision of such documentation shall in no way release Purchaser from its responsibility for said conditions. Purchaser shall disclose to ABB industrial hygiene and environmental monitoring data regarding conditions that may affect ABB's work or personnel at the Site. Purchaser shall keep ABB informed of changes in any such conditions.
(g) ABB shall promptly notify Purchaser if ABB becomes aware of: (i) conditions at the Site differing materially from those disclosed by Purchaser, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. If any such conditions cause an increase in ABB's cost of, or the time required for, performance of any part of the work under the Agreement, an equitable adjustment in price and schedule shall be made.
(h) If ABB encounters Hazardous Materials in Purchaser's equipment or at the Site that require special handling or disposal, ABB is not obligated to continue work affected by the hazardous conditions. In such an event, Purchaser shall at its sole cost and expense eliminate the hazardous conditions in accordance with applicable laws and regulations so that ABB's work under the Agreement may safely proceed, and ABB shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in ABB's cost of, or time required for, performance of any part of the work. Purchaser shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of ABB's work at the Site.
(i) Purchaser shall indemnify ABB for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Purchaser's equipment or the Site prior to the commencement of ABB's work, (ii) improperly handled or disposed of by Purchaser or Purchaser's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than ABB.

25. Confidentiality.
a) ABB and Purchaser (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Agreement. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within fifteen (15) days after the oral or visual disclosure. In addition, prices for Products and Services shall be considered ABB's Confidential Information.
(b) Receiving Party agrees: (i) to use the Confidential Information only in connection with the Agreement and use of Products and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, each party shall permit access to the other's Confidential Information only to its employees who: (i) reasonably require access to Confidential Information for purposes approved by this Agreement, and (ii) have undertaken a binding obligation of confidentiality with respect to the confidential information of others entrusted to him or her, and (iii) have been apprised of the confidentiality obligations hereunder. ABB may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the purchase order. A Receiving Party may only disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Agreement entitles Receiving Party to retain an item of Confidential Information. ABB may also retain one archive copy of Purchaser's Confidential Information.
(c) The obligations under this Article 25 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.
(d) As to any individual item of Confidential Information, the restrictions under this Article 25 shall expire five (5) years after the date of disclosure. This Article 25 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

26. Non-Survival.
The following Articles shall not survive termination or cancellation of this Agreement: 5, 7, 8, 17 and 18. All other Articles shall survive the termination or cancellation of the Agreement.

27. Entire Agreement.
This Agreement constitutes the entire agreement between ABB and Purchaser. There are no agreements, understandings, restrictions, warranties, or representations between ABB and Purchaser other than those set forth herein or herein provided. As stated in Article 1 of this Agreement, ABB's Proposal, Policies, Addendum(s), if any, submitted to Purchaser, shall control over any conflicting terms. ABB specifically rejects any exceptions to this Agreement, Proposals, Polices, and/or Addendum(s) on the face of any purchase order. Purchaser shall advise ABB in writing of all conflicts, errors, omissions, or discrepancies among the Proposal, Policies, Addendum(s) and this Agreement immediately upon discovery. This Agreement shall supersede any standard, preprinted terms and conditions that are automatically attached to purchase orders issued by Purchaser.

28. US Government Contracts.
This Article 28 applies only if the Agreement is for the direct or indirect sale, or is funded in whole or in part by, an agency of the U.S.federal government, or a state government, or any other U.S.government instrumentality or political subdivision (collectively "U.S.government entity"). Unless otherwise expressly stated and specifically agreed in ABB's Proposal:
(a) Purchaser agrees that:
(i) all Equipment, Software, and Services provided by ABB meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial product" or "commercial service" or "commercial computer software" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101.
(ii) ABB technical data and computer software are developed at ABB's private expense and not in performance of the Agreement. ABB retains ownership and proprietary rights in all technical data and computer software provided to Purchaser under the Agreement and under a U.S.Government contract or subcontract. Neither the Purchaser, the U.S.Government nor any higher-tier contractor under a U.S.Government contract will obtain any rights in ABB technical data or computer software beyond the rights provided under ABB's standard commercial licenses consistent with FAR 12.211 and 12.212.
(iii) to the extent the Buy American Act (41 U.S.C. §§ 8301 –8305, as amended), Trade Agreements Act (19 U.S.C. §§ 2501 – 2581, as amended), Build America, Buy America(Pub. L. 117-58, December 29, 2022, as amended) or other domestic preference requirements are applicable to this Agreement, the country of origin of Equipment or Software is unknown.
(iv) the version of any applicable FAR clause listed in this Article 28 shall be the one in effect on the effective date of this Agreement.
(b) If Purchaser is an agency of the U.S. Government, then as permitted by FAR 12.302, Purchaser agrees that:
(i) all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions.
(ii) only the clauses identified in FAR 52.212-5 apply and only to the extent applicable for sale of COTS and/or commercial products and/or commercial services and as appropriate for the purchase order price.
(iii) any Services offered by ABB are exempt from the Service Contract Act of 1965 (41 U.S.C. §§ 6701 - 6707, as amended).
(iv) all other U.S. Government agency contract provisions are rejected.
(c) If Purchaser is procuring as a contractor, or subcontractor at any tier, on behalf of an agency of a U.S. government entity, then Purchaser agrees that:
(i) only the clauses identified in FAR 52.212-5(e)(1) or 52.244-6(c)(1) (whichever is applicable) apply and only to the extent applicable for sale of COTS and/or commercial products and/or services and as appropriate for the purchase order price.
(ii) Purchaser shall notify ABB prior to transmitting any Controlled Unclassified Information ("CUI") to ABB, and only upon written authorization by ABB may Purchaser transmit CUI to ABB. Purchaser shall transmit CUI to ABB in accordance with applicable CUI safeguarding and/or dissemination authority requirements.
(iii) prevailing wage and related public works labor and employment laws or regulations are not applicable to ABB's services offered in the Proposal.
(iv) Purchaser is solely responsible for its obligations to its customer(s), including validating that ABB's Proposal fulfills Purchaser's U.S. Government contracting obligations, if any. To the extent the terms and conditions of Purchaser's customer contract(s) are different from the terms and conditions of this Agreement, Purchaser shall defend, indemnify and hold ABB harmless from and against all losses, liabilities, cost, expense (including attorney's fees and expenses of litigation and/or settlement), damages, allegations, claims, causes of action and judgments resulting from such difference. In no event will Purchaser withhold payment due to ABB for any dispute or liability incurred between Purchaser and its customer(s).

29. Data Protection.
(a) The parties agree that the protection of Personal Data is very important. If Purchaser discloses Personal Data to ABB, ABB shall comply with all applicable data protection laws and regulations. Purchaser shall comply with all applicable data protection laws and regulations in respect of any Personal Data it receives from ABB in the course of receiving the Equipment or Services.
(b) The parties agree that neither will withhold or delay its consent to any changes to this clause which are required to be made in order to comply with applicable data protection laws and regulations and/or with guidelines and order from any competent supervisory authority, and their application to the Equipment or Services from time to time, and agrees to implement any such changes at no additional cost to the other party.
(c) The parties acknowledge that the processing of Personal Data in accordance with this purchase order may require the conclusion of additional data processing agreements or additional data protection agreements. If and to the extent such additional data processing agreements or additional data protection agreements are not initially concluded as part of the purchase order, the parties shall, and shall ensure that their relevant affiliates or subcontractors shall, upon the other's request promptly enter into any such agreement with an affiliate, as designated by the other party and as required by mandatory law or a competent data protection or other competent authority.

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QUOTE # SQ197462-01 **KEY WEST INTERNATIONAL AIRPORT CONCOURSE A & TERMINAL IMPROVEMENTS** **Date: 5/9/2024 4:16 PM**



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"If there is a problem with a SESCO product that you specified or we supplied, we will fix it... PERIOD"

To:	Job/Project Name:
Florida Keys Electric **905 OVERSEAS HIGHWAY** **KEY WEST FL 33040**	**KEY WEST INTERNATIONAL AIRPORT CONCOURSE A & TERMINAL IMPROVEMENTS**

Contractor:	Bid Date:	Location:
Florida Keys Electric		KEY WEST, FL
Specifiers:	**Contact Name:**	**Type:**
MCFARLAND JOHNSON MEAD & HUNT, INC		

Remarks:

ADDED GATE 8 - CHANGE TO CONCOURSE LIGHTING

Qty	Type	Mfg	Description	Price
2	B2E	TRULYG	882440-35-LF-/TGS-15W-INT	
3	P1	SESCO	ZANEEN ACQUA D39001+D39003+D3005+D39007	
4	P2	SESCO	ZANEEN ACQUA D39001+D39003+D3005+D39007	
1	Y2	LCDOAN	VSB-2-1W27-35-80-VAR-DM-OP-LG-TP-65-FH-IMS	
			CHANGES IN BOM & QUANTITIES WILL REQUIRE A RE-QUOTE	
			TOTAL:	**$48,999.99**

Prices Firm for Entry By:	Lead Time:
30 Days	**Varies by Mfg**

Printed By:	Email:	Date:
Janet Coley	**jcoley@sescolighting.com**	**5/9/2024**

> Price per BOM only
> Complete quote must be used; no partials
> Spare material, allowances, dimmers and sales tax NOT included unless noted
> Prices include standard finishes only unless noted
> Lamps are not included unless noted (This does not apply to fixtures with internal LED diodes)
> Pole wind load calculations do not include structural base engineering
> Project may include SESCO start-up services which consist of programming, testing, end user training and system configuration back up. These services are required for manufacturers warranty. To ensure this warranty, SESCO start-up costs are non-refundable
> All warranties as per manufacturers terms
> All shipments FOB origin
> Deposits may be required as noted at time of breakdown
> Quotation valid 30 days
> Hold for Release orders do not secure project pricing but may be required for factory drawings
> Additional costs will be charged to ship the Anchor Bolts and Template out ahead of time

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

Gate #8 (EP & EL)		
PBB, PCA, GPU	$	169,060.13
RTU(S)	$	202,017.17
GEAR	$	70,773.97
LIGHTING - SESCO	$	71,054.48
RECEPTACLE(S)	$	18,895.69
Gate #8 - Hy-Tech (EY & ES)		
PROPOSAL	$	81,986.06
CCTV - INFRA	$	68,281.90
PAGING SYSTEM - INFRA	$	9,524.76
TELECOM - INFRA	$	30,357.64
Gate #8 - Hy-Tech (FA)		
PROPOSAL	$	8,018.00
FIRE ALARM - INFRA	$	2,301.11
TOTAL PROPOSAL:	**$**	**732,270.91**

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

Job ID: JOB-1576
Project: Gate #8 - K.W.I.A. C.O.D. - Gear_REV.1

Bid Summary Report

Vendor: TARGET **Labor Level:** LABOR 1 **16 Jan 2025 10:14:20**

Tax Rate status: Default **Bid Name:** FL KEYS ELECTRIC **Bid Template:** FLORIDA KEYS ELECTRIC, INC.

Drawing	Phase	Quote $	Material $	Equip $	SubCon $	Labor Hrs
	FEEDERS	0.00	10,036.74	0.00	0.00	104.44
	DISTRIBUTION EQUIPMENT	26,798.77	0.00	0.00	0.00	28.00
	Sheet Totals:	26,798.77	10,036.74	0.00	0.00	132.44
	Tax:	2,009.91	752.76	0.00	0.00	
				Sub Total (Quo/Mat/Equip/Sub):	36,835.51	
				Sales Tax:	2,762.66	
				Sub Total:	39,598.17	39,598.17

Bid Notes:

TAX RATES

Material:	7.5000%
Quote:	7.5000%
Labor:	0.0000%
Equipment:	7.5000%
Subcontract:	7.5000%
Job:	0.0000%

MISCELLANEOUS

Avg. Lbr. Rate (Cost):	177.18
Avg. Lbr. Rate (Bid):	186.04
Total Square Feet:	1.00
Cost Per Sq. Ft.:	70,773.97
Labor $ Per Sq. Ft.:	22,349.12
Labor Hrs Per Sq. Ft.:	132.44
Quantity of Units:	1.00
Cost Per Unit:	70,773.97
Calc. Adjustment:	0.00%

Direct Labor $:	22,349.12
Indirect Labor $:	0.00
Labor Escalation:	0.00
Labor Tax:	0.00
Direct Job Costs (0.00%):	0.00
Prime Cost:	61,947.29
Overhead (Avg. 5.00%):	3,097.36
Net Cost:	65,044.65
Profit (Avg. 5.00%):	3,252.23
Job Tax:	0.00
Bond (3.5000%):	2,477.09
Lump Sum:	0.00
Selling Price:	70,773.97

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

LABOR ADJUST

ESTIMATED HOURS	ELECTRICAL	MACHINE OPERATOR	LOW VOLTAGE	Labor Class 4	Labor Class 5	Labor Class 6	Labor Class 7	Labor Class 8	Labor Class 9	Labor Class 10
REGULAR	132.44	--	--	--	--	--	--	--	--	--
OVERTIME	--	--	--	--	--	--	--	--	--	--
SHIFT-2	--	--	--	--	--	--	--	--	--	--
SHIFT-3	--	--	--	--	--	--	--	--	--	--
DOUBLE TIME	--	--	--	--	--	--	--	--	--	--
ESTIMATED HOURS:	132.44	--	--	--	--	--	--	--	--	--
LOSS LBR ADJ:	--	--	--	--	--	--	--	--	--	--
CALCULATED HRS										
REGULAR	--	--	--	--	--	--	--	--	--	--
OVERTIME	132.44	--	--	--	--	--	--	--	--	--
SHIFT-2	--	--	--	--	--	--	--	--	--	--
SHIFT-3	--	--	--	--	--	--	--	--	--	--
DOUBLE TIME	--	--	--	--	--	--	--	--	--	--
TOTAL ADJ LABOR:	132.44	--	--	--	--	--	--	--	--	--

TOTAL ADJUSTED LABOR HOURS: 132.44

DIRECT LABOR

Labor Class	Job Description	Labor Type	Crew	Rate	Man Hours	Extension
ELECTRICAL	JOURNEYMEN	REGULAR	1	$125.00	0.00	$0.20
	JOURNEYMEN	OVERTIME	1	$187.50	66.22	$12,416.00
	APPRENTICE 1	REGULAR	0	$100.00	0.00	$0.16
	APPRENTICE 1	OVERTIME	1	$150.00	66.22	$9,932.75

AVERAGE DIRECT LABOR RATE: $168.74

TOTAL DIRECT LABOR: $22,349.12

INDIRECT LABOR

Labor Description	Hours	Rate	Ext $

TOTAL INDIRECT LABOR: $0.00

DIRECT LABOR TOTAL:	22,349.12	
INDIRECT LABOR TOTAL:	0.00	
LABOR ESCALATION:	0.00	
LABOR $ ADJUSTMENT:	0.00	
LABOR TAX:	0.00	
LABOR TOTAL:		$22,349.12

MATERIAL:	10,036.74	
MATERIAL ESCALATION:	0.00	
MATERIAL ADJUSTMENT:	0.00	
MATERIAL TAX:	752.76	
MATERIAL TOTAL:		$10,789.49

QUOTES

Component	Vendor	Amount
SWITCHGEAR		26,798.77

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

QUOTED MATERIAL:	26,798.77	
ADJUSTMENT:	0.00	
QUOTE TAX:	2,009.91	
QUOTED MATERIAL TOTAL:		$28,808.68

SUBCONTRACTS

Component	Vendor	Amount

SUBCONTRACTS:	0.00	
ADJUSTMENT:	0.00	
SUBCONTRACT TAX:	0.00	
SUBCONTRACTS TOTAL:		$0.00

EQUIPMENT

Component	Vendor	Amount

EQUIPMENT:	0.00	
ADJUSTMENT:	0.00	
EQUIPMENT TAX:	0.00	
EQUIPMENT TOTAL:		$0.00

DIRECT JOB COSTS

Description	Dollars

DIRECT JOB COSTS:	0.00	
ADJUSTMENT:	0.00	
TOTAL DIRECT JOB COSTS:		$0.00
JOB COST w/NO OVERHEAD:		**$61,947.29**

OVERHEAD

MATERIAL OVERHEAD:(5% markup)	539.47
QUOTES OVERHEAD:(5% markup)	1,440.43
LABOR OVERHEAD:(5% markup)	1,117.46
SUBCONTRACTS OVERHEAD:(5% markup)	0.00
EQUIPMENT OVERHEAD:(5% markup)	0.00
DJC OVERHEAD:(5% markup)	0.00

TOTAL OVERHEAD:	$3,097.36
JOB COST w/OVERHEAD:	**$65,044.65**

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

PROFIT	
MATERIAL PROFIT:(5% markup)	566.45
QUOTES PROFIT:(5% markup)	1,512.46
LABOR PROFIT:(5% markup)	1,173.33
SUBCONTRACTS PROFIT:(5% markup)	0.00
EQUIPMENT PROFIT:(5% markup)	0.00
DJC PROFIT:(5% markup)	0.00

TOTAL PROFIT: $3,252.23

MISCELLANEOUS	
JOB TAX:	0.00
BOND:	2,477.09

MISCELLANEOUS TOTAL: $2,477.09

LUMP SUM	
LUMP SUM 1:	0.00
LUMP SUM 2:	0.00
LUMP SUM 3:	0.00
LUMP SUM 4:	0.00

LUMP SUM TOTAL: $0.00

BID TOTAL: **$70,773.97**

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

Job ID: JOB-1576
Project: Gate #8 - K.W.I.A. C.O.D. - Gear_REV.1

Takeoff

Vendor: TARGET **Labor Level:** LABOR 1 **16 Jan 2025 10:14:56**

Phase: FEEDERS

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
	65.00				**HCB1 —> HCB1A**				
10058	65.00	FT	M	2	EMT	4.3000	279.50	0.0800	5.20
20751	4.00	EA	M	2	EMT 90-ELBOW	35.0000	140.00	0.5000	2.00
30502	10.00	EA	M	2	EMT DI-CAST-COMP COUPLING	16.8500	168.50	0.3000	3.00
160036	8.00	EA	M	2	PLTD-MINI COND-HGR W/BOLT	2.4325	19.46	0.1375	1.10
160220	8.00	EA	M	3/8 x 1 9/16"	PLTD CONCRETE DROP-IN ANCHOR	0.8402	6.72	0.1800	1.44
161173	8.00	EA	M	1/2 x 1 1/2 - 3"	HAMMER DRILLED HOLE	0.0000	0.00	0.2400	1.92
161230	35.00	FT	M	3/8-16	PLTD THREADED ROD	0.8832	30.91	0.1100	3.85
160405	24.00	EA	M	3/8"	PLTD LOCK WASHER	0.0289	0.69	0.0012	0.03
160395	24.00	EA	M	3/8"	PLTD FLAT WASHER	0.1100	2.64	0.0012	0.03
160930	24.00	EA	M	3/8-16	PLTD HEX NUTS	0.1357	3.26	0.0360	0.86
70044	225.00	FT	M	4/0	THHN/THWN CU (STR)	5.9200	1,332.00	0.0363	8.16
70044	75.00	FT	M	4/0	THHN/THWN CU (STR)	5.9200	444.00	0.0363	2.72
70039	75.00	FT	M	2.	THHN/THWN CU (STR)	2.2300	167.25	0.0213	1.59
100219	2.00	EA	M	2.	MECHL LUG AL/CU 1-WIRE 1H	0.7500	1.50	0.5000	1.00
30618	2.00	EA	M	2	EMT DI-CAST-COMP INS-THRT CONN	8.0123	16.02	0.5000	1.00
40222	2.00	EA	M	2	PLASTIC BUSHING	0.7050	1.41	0.2700	0.54
	55.00				**HCD1 --> HC1C**				
10059	55.00	FT	M	2 1/2	EMT	6.5400	359.70	0.0950	5.23
20752	4.00	EA	M	2 1/2	EMT 90-ELBOW	72.9600	291.84	0.6000	2.40
30503	10.00	EA	M	2 1/2	EMT DI-CAST-COMP COUPLING	43.3000	433.00	0.4000	4.00
160036	8.00	EA	M	2	PLTD-MINI COND-HGR W/BOLT	2.4325	19.46	0.1375	1.10
160220	8.00	EA	M	3/8 x 1 9/16"	PLTD CONCRETE DROP-IN ANCHOR	0.8402	6.72	0.1800	1.44
161173	8.00	EA	M	1/2 x 1 1/2 - 3"	HAMMER DRILLED HOLE	0.0000	0.00	0.2400	1.92
161230	35.00	FT	M	3/8-16	PLTD THREADED ROD	0.8832	30.91	0.1100	3.85
160405	24.00	EA	M	3/8"	PLTD LOCK WASHER	0.0289	0.69	0.0012	0.03
160395	24.00	EA	M	3/8"	PLTD FLAT WASHER	0.1100	2.64	0.0012	0.03

Florida Keys Electric Inc.
905 Overseas Highway
Key West, FL 33040
Phone: 305.296.4028
Web: www.FLKeysElectric.com

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

Phase: FEEDERS

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
160930	24.00	EA	M	3/8-16	PLTD HEX NUTS	0.1357	3.26	0.0360	0.86
70046	195.00	FT	M	250	THHN/THWN CU (STR)	6.8500	1,335.75	0.0400	7.80
70046	65.00	FT	M	250	THHN/THWN CU (STR)	6.8500	445.25	0.0400	2.60
70037	65.00	FT	M	4.	THHN/THWN CU (STR)	1.4100	91.65	0.0130	0.85
100219	2.00	EA	M	2.	MECHL LUG AL/CU 1-WIRE 1H	0.7500	1.50	0.5000	1.00
30599	2.00	EA	M	2 1/2	EMT DI-CAST-SS INS-THRT CONN	14.0468	28.09	0.3000	0.60
40223	2.00	EA	M	2 1/2	PLASTIC BUSHING	1.3459	2.69	0.3300	0.66
	20.00				**HCD1 --> HC1C - VERTICAL**				
10006	20.00	FT	M	2 1/2	GRC	8.7827	175.65	0.1500	3.00
30006	2.00	EA	M	2 1/2	GRC/IMC COUPLING	8.2584	16.52	0.3500	0.70
30126	2.00	EA	M	2 1/2	GRC MYERS THREAD HUB	31.7253	63.45	0.9500	1.90
70046	120.00	FT	M	250	THHN/THWN CU (STR)	6.8500	822.00	0.0400	4.80
70149	35.00	FT	M	4.	GREEN THHN CU (GRD 300A)	1.4100	49.35	0.0163	0.57
	0.00				**HCB1 --> HCB1A - VERTICAL**				
10005	20.00	FT	M	2	GRC	4.6891	93.78	0.1100	2.20
30005	2.00	EA	M	2	GRC/IMC COUPLING	3.3011	6.60	0.3000	0.60
30125	2.00	EA	M	2	GRC MYERS THREAD HUB	15.5828	31.17	0.8500	1.70
70044	120.00	FT	M	4/0	THHN/THWN CU (STR)	5.9200	710.40	0.0363	4.35
70039	35.00	FT	M	2.	THHN/THWN CU (STR)	2.2300	78.05	0.0213	0.74
	0.00				**VERTICAL SUPPORT**				
240732	30.00	FT	M	1 5/8" x 1 5/8"H	12G STRUT CHNL 1-1/8"SLOT STN-STL 316	72.0288	2,160.86	0.2450	7.35
161174	6.00	EA	M	5/8 x 1 1/2 - 3"	HAMMER DRILLED HOLE	0.0000	0.00	0.5400	3.24
160741	6.00	EA	M	3/8" LONG	STN-STL LAG SHIELD	0.0000	0.00	0.3600	2.16
160648	6.00	EA	M	3/8 x 1 1/2"	STN-STL LAG BOLT	0.0000	0.00	0.3000	1.80
160453	6.00	EA	M	3/8"	STN-STL FLAT WASHER	0.0914	0.55	0.0024	0.01
160464	6.00	EA	M	3/8"	STN-STL LOCK WASHER	0.1210	0.73	0.0024	0.01
240799	5.00	EA	M	2 1/2	STN-STL T316 CONDUIT STRUT CLAMP	32.1198	160.60	0.1000	0.50
					Phase Totals:		**10,036.74**		**104.44**
					Job Totals:		**10,036.74**		**104.44**

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

Job ID: JOB-1577
Project: Gate #8 - K.W.I.A. C.O.D. - Lighting (Sesco)_REV.1

Bid Summary Report

Vendor: TARGET **Labor Level:** LABOR 1 **16 Jan 2025 14:18:29**

Tax Rate status: Default **Bid Name:** FL KEYS ELECTRIC **Bid Template:** FLORIDA KEYS ELECTRIC, INC.

Drawing	Phase	Quote $	Material $	Equip $	SubCon $	Labor Hrs
	FIXTURES	48,999.99	244.31	0.00	0.00	54.85
	Sheet Totals:	48,999.99	244.31	0.00	0.00	54.85
	Tax:	3,675.00	18.32	0.00	0.00	
	Sub Total (Quo/Mat/Equip/Sub):				49,244.30	
	Sales Tax:				3,693.32	
	Sub Total:				52,937.62	52,937.62

Bid Notes:

TAX RATES

Material:	7.5000%
Quote:	7.5000%
Labor:	0.0000%
Equipment:	7.5000%
Subcontract:	7.5000%
Job:	0.0000%

MISCELLANEOUS

Avg. Lbr. Rate (Cost):	177.19
Avg. Lbr. Rate (Bid):	186.05
Total Square Feet:	1.00
Cost Per Sq. Ft.:	71,054.48
Labor $ Per Sq. Ft.:	9,255.19
Labor Hrs Per Sq. Ft.:	54.85
Quantity of Units:	1.00
Cost Per Unit:	71,054.48
Calc. Adjustment:	0.00%

Direct Labor $:	9,255.19
Indirect Labor $:	0.00
Labor Escalation:	0.00
Labor Tax:	0.00
Direct Job Costs (0.00%):	0.00
Prime Cost:	62,192.81
Overhead (Avg. 5.00%):	3,109.64
Net Cost:	65,302.45
Profit (Avg. 5.00%):	3,265.12
Job Tax:	0.00
Bond (3.5000%):	2,486.91
Lump Sum:	0.00
Selling Price:	71,054.48

Florida Keys Electric Inc.
905 Overseas Highway
Key West, FL 33040
Phone: 305.296.4028
Web: www.FLKeysElectric.com

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

LABOR ADJUST

ESTIMATED HOURS	ELECTRICAL	MACHINE OPERATOR	LOW VOLTAGE	Labor Class 4	Labor Class 5	Labor Class 6	Labor Class 7	Labor Class 8	Labor Class 9	Labor Class 10
REGULAR	54.85	--	--	--	--	--	--	--	--	--
OVERTIME	--	--	--	--	--	--	--	--	--	--
SHIFT-2	--	--	--	--	--	--	--	--	--	--
SHIFT-3	--	--	--	--	--	--	--	--	--	--
DOUBLE TIME	--	--	--	--	--	--	--	--	--	--
ESTIMATED HOURS:	54.85	--	--	--	--	--	--	--	--	--
LOSS LBR ADJ:	--	--	--	--	--	--	--	--	--	--
CALCULATED HRS										
REGULAR	--	--	--	--	--	--	--	--	--	--
OVERTIME	54.85	--	--	--	--	--	--	--	--	--
SHIFT-2	--	--	--	--	--	--	--	--	--	--
SHIFT-3	--	--	--	--	--	--	--	--	--	--
DOUBLE TIME	--	--	--	--	--	--	--	--	--	--
TOTAL ADJ LABOR:	54.85	--	--	--	--	--	--	--	--	--

TOTAL ADJUSTED LABOR HOURS: 54.85

DIRECT LABOR

Labor Class	Job Description	Labor Type	Crew	Rate	Man Hours	Extension
ELECTRICAL	JOURNEYMEN	REGULAR	1	$125.00	0.00	-$0.30
	JOURNEYMEN	OVERTIME	1	$187.50	27.43	$5,142.08
	APPRENTICE 1	REGULAR	0	$100.00	0.00	-$0.24
	APPRENTICE 1	OVERTIME	1	$150.00	27.43	$4,113.65

AVERAGE DIRECT LABOR RATE: $168.75

TOTAL DIRECT LABOR: $9,255.19

INDIRECT LABOR

Labor Description	Hours	Rate	Ext $

TOTAL INDIRECT LABOR: $0.00

DIRECT LABOR TOTAL:	9,255.19	
INDIRECT LABOR TOTAL:	0.00	
LABOR ESCALATION:	0.00	
LABOR $ ADJUSTMENT:	0.00	
LABOR TAX:	0.00	
LABOR TOTAL:		$9,255.19

MATERIAL:	244.31	
MATERIAL ESCALATION:	0.00	
MATERIAL ADJUSTMENT:	0.00	
MATERIAL TAX:	18.32	
MATERIAL TOTAL:		$262.63

QUOTES

Component	Vendor	Amount
FIXTURES		48,999.99

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

QUOTED MATERIAL:	48,999.99	
ADJUSTMENT:	0.00	
QUOTE TAX:	3,675.00	
QUOTED MATERIAL TOTAL:		$52,674.99

SUBCONTRACTS

Component	Vendor	Amount

SUBCONTRACTS:	0.00	
ADJUSTMENT:	0.00	
SUBCONTRACT TAX:	0.00	
SUBCONTRACTS TOTAL:		$0.00

EQUIPMENT

Component	Vendor	Amount

EQUIPMENT:	0.00	
ADJUSTMENT:	0.00	
EQUIPMENT TAX:	0.00	
EQUIPMENT TOTAL:		$0.00

DIRECT JOB COSTS

Description	Dollars

DIRECT JOB COSTS:	0.00	
ADJUSTMENT:	0.00	
TOTAL DIRECT JOB COSTS:		$0.00
JOB COST w/NO OVERHEAD:		**$62,192.81**

OVERHEAD

MATERIAL OVERHEAD:(5% markup)	13.13
QUOTES OVERHEAD:(5% markup)	2,633.75
LABOR OVERHEAD:(5% markup)	462.76
SUBCONTRACTS OVERHEAD:(5% markup)	0.00
EQUIPMENT OVERHEAD:(5% markup)	0.00
DJC OVERHEAD:(5% markup)	0.00

TOTAL OVERHEAD:	$3,109.64
JOB COST w/OVERHEAD:	**$65,302.45**

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

PROFIT	
MATERIAL PROFIT:(5% markup)	13.79
QUOTES PROFIT:(5% markup)	2,765.44
LABOR PROFIT:(5% markup)	485.90
SUBCONTRACTS PROFIT:(5% markup)	0.00
EQUIPMENT PROFIT:(5% markup)	0.00
DJC PROFIT:(5% markup)	0.00

TOTAL PROFIT: $3,265.12

MISCELLANEOUS	
JOB TAX:	0.00
BOND:	2,486.91

MISCELLANEOUS TOTAL: $2,486.91

LUMP SUM	
LUMP SUM 1:	0.00
LUMP SUM 2:	0.00
LUMP SUM 3:	0.00
LUMP SUM 4:	0.00

LUMP SUM TOTAL: $0.00

BID TOTAL: **$71,054.48**

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

Job ID: JOB-1577
Project: Gate #8 - K.W.I.A. C.O.D. - Lighting (Sesco)_REV.1

Takeoff

Vendor: TARGET **Labor Level:** LABOR 1 **16 Jan 2025 14:18:55**

Phase: FIXTURES

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
	0.00				**P1 & P2**				
120885	7.00	EA	M		LED PENDANT MOUNT FIXTURE-LABOR	0.0000	0.00	0.9800	6.86
150198	7.00	EA	M	1-1/2"D 15.8-CI	4" OCTAGON COMB KO	1.2787	8.95	0.6000	4.20
630571	7.00	EA	M	1/4" FLANGE	HAMMER-ON FLANGE CLIP - 1/4-20 x 3/8 STD	1.7870	12.51	0.0800	0.56
160928	7.00	EA	M	1/4-20	PLTD HEX NUTS	0.0532	0.37	0.0480	0.34
100152	7.00	EA	M	#12 SOL	8" PIGTAIL W/GRD SCREW	0.4508	3.16	0.1200	0.84
100166	7.00	EA	M	18-12	PSH-IN 2-WIRE CONN	0.1490	1.04	0.0520	0.36
100168	21.00	EA	M	18-12	PSH-IN 4-WIRE CONN	0.1553	3.26	0.0780	1.64
10054	105.00	FT	M	3/4	EMT	0.4737	49.74	0.0750	7.88
630081	13.00	EA	M	3/4	COND HAMMER-ON HGR 1/2-FLNG SNP-CLOSE HD	1.2120	15.76	0.1200	1.56
30498	11.00	EA	M	3/4	EMT DI-CAST-COMP COUPLING	1.0728	11.80	0.2800	3.08
30594	14.00	EA	M	3/4	EMT DI-CAST-SS INS-THRT CONN	1.0071	14.10	0.2000	2.80
70033	378.00	FT	M	12	THHN/THWN CU (STR)	0.1201	45.39	0.0120	4.54
70145	126.00	FT	M	12.	GREEN THHN CU (GRD 20A)	0.1163	14.66	0.0120	1.51
	1.00				**Y2**				
120884	1.00	EA	M		LED SURFACE CEILING-MOUNT LABOR	0.0000	0.00	3.0000	3.00
150198	1.00	EA	M	1-1/2"D 15.8-CI	4" OCTAGON COMB KO	1.2787	1.28	0.6000	0.60
630571	1.00	EA	M	1/4" FLANGE	HAMMER-ON FLANGE CLIP - 1/4-20 x 3/8 STD	1.7870	1.79	0.0800	0.08
160928	1.00	EA	M	1/4-20	PLTD HEX NUTS	0.0532	0.05	0.0480	0.05
100152	1.00	EA	M	#12 SOL	8" PIGTAIL W/GRD SCREW	0.4508	0.45	0.1200	0.12
100166	1.00	EA	M	18-12	PSH-IN 2-WIRE CONN	0.1490	0.15	0.0520	0.05
100168	3.00	EA	M	18-12	PSH-IN 4-WIRE CONN	0.1553	0.47	0.0780	0.23
10054	15.00	FT	M	3/4	EMT	0.4737	7.11	0.0750	1.13
630081	2.00	EA	M	3/4	COND HAMMER-ON HGR 1/2-FLNG SNP-CLOSE HD	1.2120	2.42	0.1200	0.24
30498	2.00	EA	M	3/4	EMT DI-CAST-COMP COUPLING	1.0728	2.15	0.2800	0.56
30584	2.00	EA	M	3/4	EMT DI-CAST-SS CONNECTOR	0.5409	1.08	0.2000	0.40
70033	54.00	FT	M	12	THHN/THWN CU (STR)	0.1201	6.48	0.0120	0.65

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

Phase: FIXTURES

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
70145	18.00	FT	M	12.	GREEN THHN CU (GRD 20A)	0.1163	2.09	0.0120	0.22
	2.00				**B2E**				
TITLE	2.00	EA	M	#12	2x4 LED RECESSED IN GYPSUM /MTL-STD	0.0000	0.00	0.0000	0.00
120865	2.00	EA	M	2 x 4	LED RECESSED GYPSUM BD FIXTURE	0.0000	0.00	2.2000	4.40
100166	2.00	EA	M	18-12	PSH-IN 2-WIRE CONN	0.1490	0.30	0.0520	0.10
100168	6.00	EA	M	18-12	PSH-IN 4-WIRE CONN	0.1553	0.93	0.0780	0.47
161120	8.00	EA	M	#10 x 1"	TEK SCREW	0.0352	0.28	0.0480	0.38
160390	8.00	EA	M	#10	PLTD FLAT WASHER	0.0183	0.15	0.0024	0.02
10054	30.00	FT	M	3/4	EMT	0.4737	14.21	0.0750	2.25
161558	4.00	EA	M	3/4	EMT 1-HOLE STEEL STRAP	0.2327	0.93	0.0800	0.32
161120	4.00	EA	M	#10 x 1"	TEK SCREW	0.0352	0.14	0.0480	0.19
30498	3.00	EA	M	3/4	EMT DI-CAST-COMP COUPLING	1.0728	3.22	0.2800	0.84
30584	4.00	EA	M	3/4	EMT DI-CAST-SS CONNECTOR	0.5409	2.16	0.2000	0.80
70033	99.00	FT	M	12	THHN/THWN CU (STR)	0.1201	11.89	0.0120	1.19
70145	33.00	FT	M	12.	GREEN THHN CU (GRD 20A)	0.1163	3.84	0.0120	0.40
					Phase Totals:		**244.31**		**54.85**
					Job Totals:		**244.31**		**54.85**

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

Job ID: JOB-1578
Project: Gate #8 - KWIA - Documents - Paging System - Infrastructure_REV.1

Bid Summary Report

Vendor: TARGET **Labor Level:** LABOR 1 **16 Jan 2025 11:06:05**

Tax Rate status: Default **Bid Name:** FL KEYS ELECTRIC **Bid Template:** FLORIDA KEYS ELECTRIC, INC.

Drawing	Phase	Quote $	Material $	Equip $	SubCon $	Labor Hrs
	BRANCH	0.00	2,536.59	0.00	0.00	38.55
	Sheet Totals:	0.00	2,536.59	0.00	0.00	38.55
	Tax:	0.00	190.24	0.00	0.00	
	Sub Total (Quo/Mat/Equip/Sub):				2,536.59	
	Sales Tax:				190.24	
	Sub Total:				2,726.83	2,726.83

Bid Notes:

TAX RATES

Material:	7.5000%
Quote:	7.5000%
Labor:	0.0000%
Equipment:	7.5000%
Subcontract:	7.5000%
Job:	0.0000%

MISCELLANEOUS

Avg. Lbr. Rate (Cost):	152.79
Avg. Lbr. Rate (Bid):	160.43
Total Square Feet:	1.00
Cost Per Sq. Ft.:	9,524.76
Labor $ Per Sq. Ft.:	5,610.04
Labor Hrs Per Sq. Ft.:	38.55
Quantity of Units:	1.00
Cost Per Unit:	9,524.76
Calc. Adjustment:	0.00%

Direct Labor $:	5,610.04
Indirect Labor $:	0.00
Labor Escalation:	0.00
Labor Tax:	0.00
Direct Job Costs (0.00%):	0.00
Prime Cost:	8,336.87
Overhead (Avg. 5.00%):	416.84
Net Cost:	8,753.71
Profit (Avg. 5.00%):	437.69
Job Tax:	0.00
Bond (3.5000%):	333.37
Lump Sum:	0.00
Selling Price:	9,524.76

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

LABOR ADJUST

ESTIMATED HOURS	ELECTRICAL	MACHINE OPERATOR	LOW VOLTAGE	Labor Class 4	Labor Class 5	Labor Class 6	Labor Class 7	Labor Class 8	Labor Class 9	Labor Class 10
REGULAR	38.55	--	--	--	--	--	--	--	--	--
OVERTIME	--	--	--	--	--	--	--	--	--	--
SHIFT-2	--	--	--	--	--	--	--	--	--	--
SHIFT-3	--	--	--	--	--	--	--	--	--	--
DOUBLE TIME	--	--	--	--	--	--	--	--	--	--
ESTIMATED HOURS:	38.55	--	--	--	--	--	--	--	--	--
LOSS LBR ADJ:	--	--	--	--	--	--	--	--	--	--
CALCULATED HRS										
REGULAR	15.92	--	--	--	--	--	--	--	--	--
OVERTIME	22.63	--	--	--	--	--	--	--	--	--
SHIFT-2	--	--	--	--	--	--	--	--	--	--
SHIFT-3	--	--	--	--	--	--	--	--	--	--
DOUBLE TIME	--	--	--	--	--	--	--	--	--	--
TOTAL ADJ LABOR:	38.55	--	--	--	--	--	--	--	--	--

TOTAL ADJUSTED LABOR HOURS: 38.55

DIRECT LABOR

Labor Class	Job Description	Labor Type	Crew	Rate	Man Hours	Extension
ELECTRICAL	JOURNEYMEN	REGULAR	1	$125.00	7.96	$995.17
	JOURNEYMEN	OVERTIME	1	$187.50	11.32	$2,121.52
	APPRENTICE 1	REGULAR	0	$100.00	7.96	$796.14
	APPRENTICE 1	OVERTIME	1	$150.00	11.32	$1,697.21

AVERAGE DIRECT LABOR RATE: $145.51

TOTAL DIRECT LABOR: $5,610.04

INDIRECT LABOR

Labor Description	Hours	Rate	Ext $

TOTAL INDIRECT LABOR: $0.00

DIRECT LABOR TOTAL:	5,610.04	
INDIRECT LABOR TOTAL:	0.00	
LABOR ESCALATION:	0.00	
LABOR $ ADJUSTMENT:	0.00	
LABOR TAX:	0.00	
LABOR TOTAL:		$5,610.04

MATERIAL:	2,536.59	
MATERIAL ESCALATION:	0.00	
MATERIAL ADJUSTMENT:	0.00	
MATERIAL TAX:	190.24	
MATERIAL TOTAL:		$2,726.83

QUOTES

Component	Vendor	Amount

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

QUOTED MATERIAL:	0.00	
ADJUSTMENT:	0.00	
QUOTE TAX:	0.00	
QUOTED MATERIAL TOTAL:		$0.00

SUBCONTRACTS

Component	Vendor	Amount

SUBCONTRACTS:	0.00	
ADJUSTMENT:	0.00	
SUBCONTRACT TAX:	0.00	
SUBCONTRACTS TOTAL:		$0.00

EQUIPMENT

Component	Vendor	Amount

EQUIPMENT:	0.00	
ADJUSTMENT:	0.00	
EQUIPMENT TAX:	0.00	
EQUIPMENT TOTAL:		$0.00

DIRECT JOB COSTS

Description	Dollars

DIRECT JOB COSTS:	0.00	
ADJUSTMENT:	0.00	
TOTAL DIRECT JOB COSTS:		$0.00
JOB COST w/NO OVERHEAD:		**$8,336.87**

OVERHEAD

MATERIAL OVERHEAD:(5% markup)	136.34
QUOTES OVERHEAD:(5% markup)	0.00
LABOR OVERHEAD:(5% markup)	280.50
SUBCONTRACTS OVERHEAD:(5% markup)	0.00
EQUIPMENT OVERHEAD:(5% markup)	0.00
DJC OVERHEAD:(5% markup)	0.00

TOTAL OVERHEAD:	$416.84
JOB COST w/OVERHEAD:	**$8,753.71**

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

PROFIT	
MATERIAL PROFIT:(5% markup)	143.16
QUOTES PROFIT:(5% markup)	0.00
LABOR PROFIT:(5% markup)	294.53
SUBCONTRACTS PROFIT:(5% markup)	0.00
EQUIPMENT PROFIT:(5% markup)	0.00
DJC PROFIT:(5% markup)	0.00

TOTAL PROFIT:	$437.69

MISCELLANEOUS	
JOB TAX:	0.00
BOND:	333.37

MISCELLANEOUS TOTAL:	$333.37

LUMP SUM	
LUMP SUM 1:	0.00
LUMP SUM 2:	0.00
LUMP SUM 3:	0.00
LUMP SUM 4:	0.00

LUMP SUM TOTAL:	$0.00

BID TOTAL:	$9,524.76

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

Job ID: JOB-1578
Project: Gate #8 - KWIA - Documents - Paging System - Infrastructure_REV.1

Takeoff

Vendor: TARGET **Labor Level:** LABOR 1 **16 Jan 2025 11:06:28**

Phase: BRANCH

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
	130.00				**GATE 8 - MICROPHONE**				
TITLE	130.00	EA	M		1" PVC EMPTY SUSP TH-ROD CRETE	0.0000	0.00	0.0000	0.00
10165	130.00	FT	M	1	PVC SCH 40	0.9000	117.00	0.0420	5.46
31373	2.00	EA	M	1	PVC COUPLING	0.1849	0.37	0.1980	0.40
40043	6.00	OZ	M	OUNCE	PVC (GLUE) CEMENT	0.4119	2.47	0.0120	0.07
630002	13.00	EA	M	1	CONDUIT HGR SNAP-CLOSE 9/32 HOLE-MTD HD	1.0217	13.28	0.2500	3.25
31333	2.00	EA	M	1	PVC MALE ADAPTER	0.2828	0.57	0.1800	0.36
40242	2.00	EA	M	1	LOCKNUT	0.3760	0.75	0.1300	0.26
20217	4.00	EA	M	1	PVC SCH 40 90-DEG-ELBOW	1.9800	7.92	0.2500	1.00
31373	4.00	EA	M	1	PVC COUPLING	0.1849	0.74	0.1980	0.79
	0.00				**CONDUIT SUPPORT**				
TITLE	1.00	EA	M		12G SSTL316 SURF STRUT ON CONCRETE	0.0000	0.00	0.0000	0.00
240732	26.00	FT	M	1 5/8" x 1 5/8"H	12G STRUT CHNL 1-1/8"SLOT STN-STL 316	72.0288	1,872.75	0.1838	4.78
160288	26.00	EA	M	3/8 x 2 1/4"	STN-STL T304 WEDGE ANCHOR	4.6996	122.19	0.3300	8.58
160958	78.00	EA	M	3/8-16	STN-STL HEX NUTS	0.1627	12.69	0.0540	4.21
160475	52.00	EA	M	3/8 x 1 1/4"	STN-STL FENDER WASHER	0.1708	8.88	0.0018	0.09
161173	2.00	EA	M	1/2 x 1 1/2 - 3"	HAMMER DRILLED HOLE	0.0000	0.00	0.3600	0.72
161247	52.00	FT	M	3/8-16	STN-STL THRD-ROD TYPE 304	7.2495	376.98	0.1650	8.58
					Phase Totals:		**2,536.59**		**38.55**
					Job Totals:		**2,536.59**		**38.55**

Florida Keys Electric Inc.
905 Overseas Highway
Key West, FL 33040
Phone: 305.296.4028
Web: www.FLKeysElectric.com

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

Job ID: JOB-1579
Project: Gate #8 - KWIA - Documents - PBB,PCA,GPU_REV.1

Bid Summary Report

Vendor: TARGET **Labor Level:** LABOR 1 **16 Jan 2025 10:21:13**

Tax Rate status: Default **Bid Name:** FL KEYS ELECTRIC **Bid Template:** FLORIDA KEYS ELECTRIC, INC.

Drawing	Phase	Quote $	Material $	Equip $	SubCon $	Labor Hrs
	BRANCH	0.00	53,041.55	0.00	0.00	553.51
	Sheet Totals:	0.00	53,041.55	0.00	0.00	553.51
	Tax:	0.00	3,978.12	0.00	0.00	
	Sub Total (Quo/Mat/Equip/Sub):				53,041.55	
	Sales Tax:				3,978.12	
	Sub Total:				57,019.66	57,019.66

Bid Notes:

TAX RATES

Material:	7.5000%
Quote:	7.5000%
Labor:	0.0000%
Equipment:	7.5000%
Subcontract:	7.5000%
Job:	0.0000%

MISCELLANEOUS

Avg. Lbr. Rate (Cost):	172.54
Avg. Lbr. Rate (Bid):	181.17
Total Square Feet:	1.00
Cost Per Sq. Ft.:	169,060.13
Labor $ Per Sq. Ft.:	90,955.87
Labor Hrs Per Sq. Ft.:	553.51
Quantity of Units:	1.00
Cost Per Unit:	169,060.13
Calc. Adjustment:	0.00%

Direct Labor $:	90,955.87
Indirect Labor $:	0.00
Labor Escalation:	0.00
Labor Tax:	0.00
Direct Job Costs (0.00%):	0.00
Prime Cost:	147,975.53
Overhead (Avg. 5.00%):	7,398.78
Net Cost:	155,374.31
Profit (Avg. 5.00%):	7,768.72
Job Tax:	0.00
Bond (3.5000%):	5,917.10
Lump Sum:	0.00
Selling Price:	169,060.13

Florida Keys Electric Inc.
905 Overseas Highway
Key West, FL 33040
Phone: 305.296.4028
Web: www.FLKeysElectric.com

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

LABOR ADJUST

ESTIMATED HOURS	ELECTRICAL	MACHINE OPERATOR	LOW VOLTAGE	Labor Class 4	Labor Class 5	Labor Class 6	Labor Class 7	Labor Class 8	Labor Class 9	Labor Class 10
REGULAR	553.51	--	--	--	--	--	--	--	--	--
OVERTIME	--	--	--	--	--	--	--	--	--	--
SHIFT-2	--	--	--	--	--	--	--	--	--	--
SHIFT-3	--	--	--	--	--	--	--	--	--	--
DOUBLE TIME	--	--	--	--	--	--	--	--	--	--
ESTIMATED HOURS:	553.51	--	--	--	--	--	--	--	--	--
LOSS LBR ADJ:	--	--	--	--	--	--	--	--	--	--
CALCULATED HRS										
REGULAR	43.51	--	--	--	--	--	--	--	--	--
OVERTIME	510.00	--	--	--	--	--	--	--	--	--
SHIFT-2	--	--	--	--	--	--	--	--	--	--
SHIFT-3	--	--	--	--	--	--	--	--	--	--
DOUBLE TIME	--	--	--	--	--	--	--	--	--	--
TOTAL ADJ LABOR:	553.51	--	--	--	--	--	--	--	--	--

TOTAL ADJUSTED LABOR HOURS: 553.51

DIRECT LABOR

Labor Class	Job Description	Labor Type	Crew	Rate	Man Hours	Extension
ELECTRICAL	JOURNEYMEN	REGULAR	1	$125.00	21.76	$2,719.61
	JOURNEYMEN	OVERTIME	1	$187.50	255.00	$47,811.54
	APPRENTICE 1	REGULAR	0	$100.00	21.76	$2,175.68
	APPRENTICE 1	OVERTIME	1	$150.00	255.00	$38,249.04

AVERAGE DIRECT LABOR RATE: $164.32

TOTAL DIRECT LABOR: $90,955.87

INDIRECT LABOR

Labor Description	Hours	Rate	Ext $

TOTAL INDIRECT LABOR: $0.00

DIRECT LABOR TOTAL:	90,955.87	
INDIRECT LABOR TOTAL:	0.00	
LABOR ESCALATION:	0.00	
LABOR $ ADJUSTMENT:	0.00	
LABOR TAX:	0.00	
LABOR TOTAL:		$90,955.87

MATERIAL:	53,041.55	
MATERIAL ESCALATION:	0.00	
MATERIAL ADJUSTMENT:	0.00	
MATERIAL TAX:	3,978.12	
MATERIAL TOTAL:		$57,019.66

QUOTES

Component	Vendor	Amount

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

QUOTED MATERIAL:	0.00	
ADJUSTMENT:	0.00	
QUOTE TAX:	0.00	
QUOTED MATERIAL TOTAL:		$0.00

SUBCONTRACTS

Component	Vendor	Amount

SUBCONTRACTS:	0.00	
ADJUSTMENT:	0.00	
SUBCONTRACT TAX:	0.00	
SUBCONTRACTS TOTAL:		$0.00

EQUIPMENT

Component	Vendor	Amount

EQUIPMENT:	0.00	
ADJUSTMENT:	0.00	
EQUIPMENT TAX:	0.00	
EQUIPMENT TOTAL:		$0.00

DIRECT JOB COSTS

Description	Dollars

DIRECT JOB COSTS:	0.00	
ADJUSTMENT:	0.00	
TOTAL DIRECT JOB COSTS:		$0.00
JOB COST w/NO OVERHEAD:		**$147,975.53**

OVERHEAD

MATERIAL OVERHEAD:(5% markup)	2,850.98
QUOTES OVERHEAD:(5% markup)	0.00
LABOR OVERHEAD:(5% markup)	4,547.79
SUBCONTRACTS OVERHEAD:(5% markup)	0.00
EQUIPMENT OVERHEAD:(5% markup)	0.00
DJC OVERHEAD:(5% markup)	0.00

TOTAL OVERHEAD:	$7,398.78
JOB COST w/OVERHEAD:	**$155,374.31**

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

PROFIT	
MATERIAL PROFIT:(5% markup)	2,993.53
QUOTES PROFIT:(5% markup)	0.00
LABOR PROFIT:(5% markup)	4,775.18
SUBCONTRACTS PROFIT:(5% markup)	0.00
EQUIPMENT PROFIT:(5% markup)	0.00
DJC PROFIT:(5% markup)	0.00

TOTAL PROFIT: $7,768.72

MISCELLANEOUS	
JOB TAX:	0.00
BOND:	5,917.10

MISCELLANEOUS TOTAL: $5,917.10

LUMP SUM	
LUMP SUM 1:	0.00
LUMP SUM 2:	0.00
LUMP SUM 3:	0.00
LUMP SUM 4:	0.00

LUMP SUM TOTAL: $0.00

BID TOTAL: **$169,060.13**

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

Job ID: JOB-1579
Project: Gate #8 - KWIA - Documents - PBB,PCA,GPU_REV.1

Takeoff

Vendor: TARGET **Labor Level:** LABOR 1 **16 Jan 2025 10:21:58**

Phase: BRANCH

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
	700.00				**HCB1 - PBB-8**				
10165	700.00	FT	M	1	PVC SCH 40	0.9000	630.00	0.0420	29.40
20217	4.00	EA	M	1	PVC SCH 40 90-DEG-ELBOW	1.9800	7.92	0.2500	1.00
31373	5.00	EA	M	1	PVC COUPLING	0.1849	0.92	0.1980	0.99
40043	28.00	OZ	M	OUNCE	PVC (GLUE) CEMENT	0.4119	11.53	0.0120	0.34
161172	234.00	EA	M	3/8 x 1 1/2 - 3"	HAMMER DRILLED HOLE	0.0000	0.00	0.1760	41.18
70068	2,130.00	FT	M	1.	XHHW CU (STR)	2.5900	5,516.70	0.0210	44.73
70062	710.00	FT	M	10	XHHW CU (STR)	0.4200	298.20	0.0080	5.68
31333	2.00	EA	M	1	PVC MALE ADAPTER	0.2828	0.57	0.1800	0.36
40242	2.00	EA	M	1	LOCKNUT	0.3760	0.75	0.1300	0.26
	700.00				**HCB1 - PCA-8**				
10167	700.00	FT	M	1 1/2	PVC SCH 40	1.5300	1,071.00	0.0560	39.20
20219	4.00	EA	M	1 1/2	PVC SCH 40 90-DEG-ELBOW	4.6500	18.60	0.4000	1.60
31375	5.00	EA	M	1 1/2	PVC COUPLING	0.3408	1.70	0.2750	1.38
40043	35.00	OZ	M	OUNCE	PVC (GLUE) CEMENT	0.4119	14.42	0.0120	0.42
161173	141.00	EA	M	1/2 x 1 1/2 - 3"	HAMMER DRILLED HOLE	0.0000	0.00	0.1920	27.07
70074	2,130.00	FT	M	250	XHHW CU (STR)	7.3200	15,591.60	0.0360	76.68
70148	710.00	FT	M	6.	GREEN THHN CU (GRD 200A)	1.1100	788.10	0.0110	7.81
31335	2.00	EA	M	1 1/2	PVC MALE ADAPTER	0.4428	0.89	0.2500	0.50
40244	2.00	EA	M	1 1/2	LOCKNUT	0.7856	1.57	0.2000	0.40
	700.00				**HCB1 - GPU-8**				
10167	700.00	FT	M	1 1/2	PVC SCH 40	1.5300	1,071.00	0.0560	39.20
20219	4.00	EA	M	1 1/2	PVC SCH 40 90-DEG-ELBOW	4.6500	18.60	0.4000	1.60
31375	5.00	EA	M	1 1/2	PVC COUPLING	0.3408	1.70	0.2750	1.38
40043	35.00	OZ	M	OUNCE	PVC (GLUE) CEMENT	0.4119	14.42	0.0120	0.42
161173	141.00	EA	M	1/2 x 1 1/2 - 3"	HAMMER DRILLED HOLE	0.0000	0.00	0.1920	27.07
70074	2,130.00	FT	M	250	XHHW CU (STR)	7.3200	15,591.60	0.0360	76.68

Florida Keys Electric Inc.
905 Overseas Highway
Key West, FL 33040
Phone: 305.296.4028
Web: www.FLKeysElectric.com

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

Phase: BRANCH

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
70148	710.00	FT	M	6.	GREEN THHN CU (GRD 200A)	1.1100	788.10	0.0110	7.81
31335	2.00	EA	M	1 1/2	PVC MALE ADAPTER	0.4428	0.89	0.2500	0.50
40244	2.00	EA	M	1 1/2	LOCKNUT	0.7856	1.57	0.2000	0.40
	0.00				**STRUT CHANNEL ASSEMBLY**				
240732	126.00	FT	M	1 5/8" x 1 5/8"H	12G STRUT CHNL 1-1/8"SLOT STN-STL 316	72.0288	9,075.63	0.1225	15.44
160288	126.00	EA	M	3/8 x 2 1/4"	STN-STL T304 WEDGE ANCHOR	4.6996	592.15	0.3300	41.58
160958	378.00	EA	M	3/8-16	STN-STL HEX NUTS	0.1627	61.49	0.0540	20.41
160475	252.00	EA	M	3/8 x 1 1/4"	STN-STL FENDER WASHER	0.1708	43.04	0.0018	0.45
161247	252.00	FT	M	3/8-16	STN-STL THRD-ROD TYPE 304	7.2495	1,826.89	0.1650	41.58
					Phase Totals:		**53,041.55**		**553.51**
					Job Totals:		**53,041.55**		**553.51**

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

Job ID: JOB-1580
Project: GATE #8 - KWIA - Documents - RTU(s)_REV.1

Bid Summary Report

Vendor: TARGET **Labor Level:** LABOR 1 **16 Jan 2025 10:22:49**

Tax Rate status: Default **Bid Name:** FL KEYS ELECTRIC **Bid Template:** FLORIDA KEYS ELECTRIC, INC.

Drawing	Phase	Quote $	Material $	Equip $	SubCon $	Labor Hrs
	BRANCH	0.00	35,496.28	0.00	0.00	835.09
	Sheet Totals:	0.00	35,496.28	0.00	0.00	835.09
	Tax:	0.00	2,662.22	0.00	0.00	
	Sub Total (Quo/Mat/Equip/Sub):				35,496.28	
	Sales Tax:				2,662.22	
	Sub Total:				38,158.50	38,158.50

Bid Notes:

TAX RATES

Material:	7.5000%
Quote:	7.5000%
Labor:	0.0000%
Equipment:	7.5000%
Subcontract:	7.5000%
Job:	0.0000%

MISCELLANEOUS

Avg. Lbr. Rate (Cost):	174.35
Avg. Lbr. Rate (Bid):	183.07
Total Square Feet:	1.00
Cost Per Sq. Ft.:	202,017.17
Labor $ Per Sq. Ft.:	138,663.78
Labor Hrs Per Sq. Ft.:	835.09
Quantity of Units:	1.00
Cost Per Unit:	202,017.17
Calc. Adjustment:	0.00%

Direct Labor $:	138,663.78
Indirect Labor $:	0.00
Labor Escalation:	0.00
Labor Tax:	0.00
Direct Job Costs (0.00%):	0.00
Prime Cost:	176,822.28
Overhead (Avg. 5.00%):	8,841.11
Net Cost:	185,663.40
Profit (Avg. 5.00%):	9,283.17
Job Tax:	0.00
Bond (3.5000%):	7,070.60
Lump Sum:	0.00
Selling Price:	202,017.17

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

LABOR ADJUST

ESTIMATED HOURS	ELECTRICAL	MACHINE OPERATOR	LOW VOLTAGE	Labor Class 4	Labor Class 5	Labor Class 6	Labor Class 7	Labor Class 8	Labor Class 9	Labor Class 10
REGULAR	835.09	--	--	--	--	--	--	--	--	--
OVERTIME	--	--	--	--	--	--	--	--	--	--
SHIFT-2	--	--	--	--	--	--	--	--	--	--
SHIFT-3	--	--	--	--	--	--	--	--	--	--
DOUBLE TIME	--	--	--	--	--	--	--	--	--	--
ESTIMATED HOURS:	835.09	--	--	--	--	--	--	--	--	--
LOSS LBR ADJ:	--	--	--	--	--	--	--	--	--	--
CALCULATED HRS										
REGULAR	40.09	--	--	--	--	--	--	--	--	--
OVERTIME	795.00	--	--	--	--	--	--	--	--	--
SHIFT-2	--	--	--	--	--	--	--	--	--	--
SHIFT-3	--	--	--	--	--	--	--	--	--	--
DOUBLE TIME	--	--	--	--	--	--	--	--	--	--
TOTAL ADJ LABOR:	835.09	--	--	--	--	--	--	--	--	--

TOTAL ADJUSTED LABOR HOURS: 835.09

DIRECT LABOR

Labor Class	Job Description	Labor Type	Crew	Rate	Man Hours	Extension
ELECTRICAL	JOURNEYMEN	REGULAR	1	$125.00	20.05	$2,505.84
	JOURNEYMEN	OVERTIME	1	$187.50	397.50	$74,529.76
	APPRENTICE 1	REGULAR	0	$100.00	20.05	$2,004.66
	APPRENTICE 1	OVERTIME	1	$150.00	397.50	$59,623.51

AVERAGE DIRECT LABOR RATE: $166.05

TOTAL DIRECT LABOR: $138,663.78

INDIRECT LABOR

Labor Description	Hours	Rate	Ext $

TOTAL INDIRECT LABOR: $0.00

DIRECT LABOR TOTAL:	138,663.78	
INDIRECT LABOR TOTAL:	0.00	
LABOR ESCALATION:	0.00	
LABOR $ ADJUSTMENT:	0.00	
LABOR TAX:	0.00	
LABOR TOTAL:		$138,663.78

MATERIAL:	35,496.28	
MATERIAL ESCALATION:	0.00	
MATERIAL ADJUSTMENT:	0.00	
MATERIAL TAX:	2,662.22	
MATERIAL TOTAL:		$38,158.50

QUOTES

Component	Vendor	Amount

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

QUOTED MATERIAL:	0.00	
ADJUSTMENT:	0.00	
QUOTE TAX:	0.00	
QUOTED MATERIAL TOTAL:		$0.00

SUBCONTRACTS

Component	Vendor	Amount

SUBCONTRACTS:	0.00	
ADJUSTMENT:	0.00	
SUBCONTRACT TAX:	0.00	
SUBCONTRACTS TOTAL:		$0.00

EQUIPMENT

Component	Vendor	Amount

EQUIPMENT:	0.00	
ADJUSTMENT:	0.00	
EQUIPMENT TAX:	0.00	
EQUIPMENT TOTAL:		$0.00

DIRECT JOB COSTS

Description	Dollars

DIRECT JOB COSTS:	0.00	
ADJUSTMENT:	0.00	
TOTAL DIRECT JOB COSTS:		$0.00
JOB COST w/NO OVERHEAD:		**$176,822.28**

OVERHEAD

MATERIAL OVERHEAD:(5% markup)	1,907.93
QUOTES OVERHEAD:(5% markup)	0.00
LABOR OVERHEAD:(5% markup)	6,933.19
SUBCONTRACTS OVERHEAD:(5% markup)	0.00
EQUIPMENT OVERHEAD:(5% markup)	0.00
DJC OVERHEAD:(5% markup)	0.00

TOTAL OVERHEAD:	$8,841.11
JOB COST w/OVERHEAD:	**$185,663.40**

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

PROFIT	
MATERIAL PROFIT:(5% markup)	2,003.32
QUOTES PROFIT:(5% markup)	0.00
LABOR PROFIT:(5% markup)	7,279.85
SUBCONTRACTS PROFIT:(5% markup)	0.00
EQUIPMENT PROFIT:(5% markup)	0.00
DJC PROFIT:(5% markup)	0.00

TOTAL PROFIT:	$9,283.17

MISCELLANEOUS	
JOB TAX:	0.00
BOND:	7,070.60

MISCELLANEOUS TOTAL:	$7,070.60

LUMP SUM	
LUMP SUM 1:	0.00
LUMP SUM 2:	0.00
LUMP SUM 3:	0.00
LUMP SUM 4:	0.00

LUMP SUM TOTAL:	$0.00

BID TOTAL:	$202,017.17

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

Job ID: JOB-1580
Project: GATE #8 - KWIA - Documents - RTU(s)_REV.1

Takeoff

Vendor: TARGET **Labor Level:** LABOR 1 **16 Jan 2025 10:23:23**

Phase: BRANCH

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
	0.00				**PANEL HCB1A TO RTU 1**				
10164	395.00	FT	M	3/4	PVC SCH 40	0.1997	78.88	0.0360	14.22
20216	4.00	EA	M	3/4	PVC SCH 40 90-DEG-ELBOW	0.4234	1.69	0.2200	0.88
31372	40.00	EA	M	3/4	PVC COUPLING	0.1198	4.79	0.2000	8.00
31332	4.00	EA	M	3/4	PVC MALE ADAPTER	0.2219	0.89	0.2000	0.80
70062	1,304.00	FT	M	10	XHHW CU (STR)	0.4200	547.68	0.0100	13.04
70198	435.00	FT	M	10.	GREEN XHHW CU (GRD 60A)	0.4200	182.70	0.0100	4.35
	0.00				**PANEL HCB1A TO RTU 1'**				
10164	395.00	FT	M	3/4	PVC SCH 40	0.1997	78.88	0.0360	14.22
20216	4.00	EA	M	3/4	PVC SCH 40 90-DEG-ELBOW	0.4234	1.69	0.2200	0.88
31372	40.00	EA	M	3/4	PVC COUPLING	0.1198	4.79	0.2000	8.00
31332	4.00	EA	M	3/4	PVC MALE ADAPTER	0.2219	0.89	0.2000	0.80
70062	1,304.00	FT	M	10	XHHW CU (STR)	0.4200	547.68	0.0100	13.04
70198	435.00	FT	M	10.	GREEN XHHW CU (GRD 60A)	0.4200	182.70	0.0100	4.35
	0.00				**PANEL HCB1A TO RTU 2**				
10164	365.00	FT	M	3/4	PVC SCH 40	0.1997	72.89	0.0360	13.14
20216	4.00	EA	M	3/4	PVC SCH 40 90-DEG-ELBOW	0.4234	1.69	0.2200	0.88
31372	37.00	EA	M	3/4	PVC COUPLING	0.1198	4.43	0.2000	7.40
31332	4.00	EA	M	3/4	PVC MALE ADAPTER	0.2219	0.89	0.2000	0.80
70062	1,205.00	FT	M	10	XHHW CU (STR)	0.4200	506.10	0.0100	12.05
70198	402.00	FT	M	10.	GREEN XHHW CU (GRD 60A)	0.4200	168.84	0.0100	4.02
	0.00				**PANEL HCB1A TO RTU 2'**				
10164	365.00	FT	M	3/4	PVC SCH 40	0.1997	72.89	0.0360	13.14
20216	4.00	EA	M	3/4	PVC SCH 40 90-DEG-ELBOW	0.4234	1.69	0.2200	0.88
31372	37.00	EA	M	3/4	PVC COUPLING	0.1198	4.43	0.2000	7.40
31332	4.00	EA	M	3/4	PVC MALE ADAPTER	0.2219	0.89	0.2000	0.80
70062	1,205.00	FT	M	10	XHHW CU (STR)	0.4200	506.10	0.0100	12.05

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

Phase: BRANCH

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
70198	402.00	FT	M	10.	GREEN XHHW CU (GRD 60A)	0.4200	168.84	0.0100	4.02
	0.00				**PANEL HCB1A TO RTU 3**				
10164	480.00	FT	M	3/4	PVC SCH 40	0.1997	95.86	0.0360	17.28
20216	4.00	EA	M	3/4	PVC SCH 40 90-DEG-ELBOW	0.4234	1.69	0.2200	0.88
31372	48.00	EA	M	3/4	PVC COUPLING	0.1198	5.75	0.2000	9.60
31332	4.00	EA	M	3/4	PVC MALE ADAPTER	0.2219	0.89	0.2000	0.80
70062	1,584.00	FT	M	10	XHHW CU (STR)	0.4200	665.28	0.0100	15.84
70198	528.00	FT	M	10.	GREEN XHHW CU (GRD 60A)	0.4200	221.76	0.0100	5.28
	0.00				**PANEL HCB1A TO RTU 4**				
10164	480.00	FT	M	3/4	PVC SCH 40	0.1997	95.86	0.0360	17.28
20216	4.00	EA	M	3/4	PVC SCH 40 90-DEG-ELBOW	0.4234	1.69	0.2200	0.88
31372	48.00	EA	M	3/4	PVC COUPLING	0.1198	5.75	0.2000	9.60
31332	4.00	EA	M	3/4	PVC MALE ADAPTER	0.2219	0.89	0.2000	0.80
70062	1,584.00	FT	M	10	XHHW CU (STR)	0.4200	665.28	0.0100	15.84
70198	528.00	FT	M	10.	GREEN XHHW CU (GRD 60A)	0.4200	221.76	0.0100	5.28
	0.00				**PANEL HCB1A TO RTU 5**				
10164	634.00	FT	M	3/4	PVC SCH 40	0.1997	126.61	0.0360	22.82
20216	4.00	EA	M	3/4	PVC SCH 40 90-DEG-ELBOW	0.4234	1.69	0.2200	0.88
31372	64.00	EA	M	3/4	PVC COUPLING	0.1198	7.67	0.2000	12.80
31332	4.00	EA	M	3/4	PVC MALE ADAPTER	0.2219	0.89	0.2000	0.80
70063	2,093.00	FT	M	8	XHHW CU (STR)	0.5928	1,240.79	0.0138	28.78
70198	698.00	FT	M	10.	GREEN XHHW CU (GRD 60A)	0.4200	293.16	0.0100	6.98
	0.00				**PANEL HCB1A TO RTU 6**				
10164	634.00	FT	M	3/4	PVC SCH 40	0.1997	126.61	0.0360	22.82
20216	4.00	EA	M	3/4	PVC SCH 40 90-DEG-ELBOW	0.4234	1.69	0.2200	0.88
31372	64.00	EA	M	3/4	PVC COUPLING	0.1198	7.67	0.2000	12.80
31332	4.00	EA	M	3/4	PVC MALE ADAPTER	0.2219	0.89	0.2000	0.80
70063	2,093.00	FT	M	8	XHHW CU (STR)	0.5928	1,240.79	0.0138	28.78
70198	698.00	FT	M	10.	GREEN XHHW CU (GRD 60A)	0.4200	293.16	0.0100	6.98
	0.00				**PANEL HCB1A TO RTU 7**				
10164	634.00	FT	M	3/4	PVC SCH 40	0.1997	126.61	0.0360	22.82
20216	4.00	EA	M	3/4	PVC SCH 40 90-DEG-ELBOW	0.4234	1.69	0.2200	0.88
31372	64.00	EA	M	3/4	PVC COUPLING	0.1198	7.67	0.2000	12.80
31332	4.00	EA	M	3/4	PVC MALE ADAPTER	0.2219	0.89	0.2000	0.80
70063	2,093.00	FT	M	8	XHHW CU (STR)	0.5928	1,240.79	0.0138	28.78

Docusign Envelope ID: 46AD14C0-8422-4CF3-BBE3-085AFB10730D

Phase: BRANCH

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
70198	698.00	FT	M	10.	GREEN XHHW CU (GRD 60A)	0.4200	293.16	0.0100	6.98
	0.00				**PANEL HCB1A TO PBB RTU**				
10164	699.00	FT	M	3/4	PVC SCH 40	0.1997	139.59	0.0360	25.16
20378	4.00	EA	M	3/4	PVC SCH 80 90-DEG EL	0.4234	1.69	0.2200	0.88
31372	70.00	EA	M	3/4	PVC COUPLING	0.1198	8.39	0.2000	14.00
31332	4.00	EA	M	3/4	PVC MALE ADAPTER	0.2219	0.89	0.2000	0.80
70063	2,307.00	FT	M	8	XHHW CU (STR)	0.5928	1,367.66	0.0138	31.72
70198	769.00	FT	M	10.	GREEN XHHW CU (GRD 60A)	0.4200	322.98	0.0100	7.69
	0.00				**PANEL HCB1A TO PBB RTU'**				
10198	699.00	FT	M	3/4	PVC SCH 80	0.1997	139.59	0.0432	30.20
20378	4.00	EA	M	3/4	PVC SCH 80 90-DEG EL	0.4234	1.69	0.2200	0.88
31372	70.00	EA	M	3/4	PVC COUPLING	0.1198	8.39	0.2000	14.00
31332	4.00	EA	M	3/4	PVC MALE ADAPTER	0.2219	0.89	0.2000	0.80
70063	2,307.00	FT	M	8	XHHW CU (STR)	0.5928	1,367.66	0.0138	31.72
70198	769.00	FT	M	10.	GREEN XHHW CU (GRD 60A)	0.4200	322.98	0.0100	7.69
	0.00				**SUPPORT(S)**				
TITLE	12.00	EA	M		12G SSTL316 SURF STRUT ON CONCRETE	0.0000	0.00	0.0000	0.00
240732	126.00	FT	M	1 5/8" x 1 5/8"H	12G STRUT CHNL 1-1/8"SLOT STN-STL 316	72.0288	9,075.63	0.1531	19.29
160288	126.00	EA	M	3/8 x 2 1/4"	STN-STL T304 WEDGE ANCHOR	4.6996	592.15	0.2750	34.65
160958	378.00	EA	M	3/8-16	STN-STL HEX NUTS	0.1627	61.49	0.0450	17.01
160475	126.00	EA	M	3/8 x 1 1/4"	STN-STL FENDER WASHER	0.1708	21.52	0.0015	0.19
161245	252.00	FT	M	1/4-20	STN-STL THRD-ROD TYPE 304	6.3035	1,588.47	0.1375	34.65
161299	20.00	EA	M	1/4-20	STN-STL 304 THRD-ROD COUPL	1.3760	27.52	0.0275	0.55
630162	756.00	EA	M	3/4	EMT 1-PIECE SCREW DN STRUT CLAMP	1.8462	1,395.71	0.0375	28.35
	0.00				**VERITCAL TRANISTION FROM F.G.**				
10256	220.00	FT	M	3/4	PVC-CTD GRC 40MIL	19.0000	4,180.00	0.1000	22.00
10552	10.00	EA	M	3/4	CONDUIT CUT/THREAD/REAM	0.0000	0.00	0.2000	2.00
31012	24.00	EA	M	3/4	PVC-CTD GRC (MYERS) HUB W/G	168.0000	4,032.00	0.5625	13.50
30817	16.00	EA	M	3/4	PVC-CTD GRC COUPLING	9.7601	156.16	0.4375	7.00
70063	920.00	FT	M	8	XHHW CU (STR)	0.5928	545.40	0.0138	12.65
					Phase Totals:		**35,496.28**		**835.09**
					Job Totals:		**35,496.28**		**835.09**

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: I2
2023-3917

BULK ITEM: No

DEPARTMENT: Airports

TIME APPROXIMATE:
N/A

STAFF CONTACT: Richard Strickland

AGENDA ITEM WORDING:

Approval of a Resolution rescinding previous Resolution No. 141-2025, and revising and approving a Resolution creating fourteen (14) FTEs and agreeing to the transfer of 14 Monroe County Sheriff' Employees in those positions to Monroe County employment at the Key West International Airport effective May 1, 2025. The positions are be funded by Airport Operating Fund 404.

ITEM BACKGROUND:
The contract for law enforcement and security services at the Airport is set for a three-year term and is amended annually to set the contract sum each fiscal year.

PREVIOUS RELEVANT BOCC ACTION:

On September 11, 2024, the BOCC approved a new three-year agreement with MCSO for law enforcement and security services at the Airport. On March 25, 2025, the BOCC adopted Resolution No. 141-2025 which is being rescinded and replaced with a new Resolution setting forth additional terms regarding the transfer of the individuals from MCSO to Monroe County employment.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

Creates fourteen (14) FTEs and transfers the individuals employed as Airport Security Technician with MCSO to Monroe County employment effective May 1, 2025.

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

KWIA - Employee transfer resolution - March 2025 FINALv4.pdf

FINANCIAL IMPACT:

TOTAL COST: $-0-

BUDGETED: Yes _x_ No ___

COST TO COUNTY: - 0 -

SOURCE OF FUNDS: The positions are already funded by Airport Operating Fund 404-63200

Effective Date: May 1, 2025

Expiration Date: September 30, 2025

RESOLUTION NO. _____-2025

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, RESCINDING PREVIOUS RESOLUTION 141-2025, REVISING AND APPROVING A RESOLUTION CREATING 14 NEW FULL TIME EQUIVALENT POSITIONS (FTEs) AND AGREEING TO THE TRANSFER OF 14 MONROE COUNTY SHERIFF'S OFFICE EMPLOYEES IN THOSE POSITIONS TO MONROE COUNTY BOCC EMPLOYMENT AT THE KEY WEST INTERNATIONAL AIRPORT.

WHEREAS, Monroe County owns and operates the Key West International Airport (Airport); and

WHEREAS, Monroe County, as the owner of the airport, maintains an Interlocal Agreement (ILA) with the Monroe County Sheriff's Office (MCSO) to provide for law enforcement and security services at the Airport; and

WHEREAS, the Key West International Airport Security Plan (ASP) requires that the MCSO provide for, and staff, the law enforcement services with certified law enforcement officers and the security services with 14 non-sworn Airport Security Technicians (AST); and

WHEREAS, pursuant to discussions held by Airport and MCSO, staff is recommending that 14 new FTEs be created and the AST's employed in those positions be transferred from MCSO to the Monroe County BOCC at the Key West International Airport in order for continuity of health benefits and Florida State Retirement (FRS), and to allow for greater flexibility in scheduling and assignment of the AST personnel at the airport; and

WHEREAS, the funding for the 14 AST positions will transfer, along with the employees from MCSO to Monroe County at the Key West International Airport; and

WHEREAS, the MCSO Law Enforcement and Security Services budget is funded by the Key West International Airport's annual budget process and the 14 AST positions will be removed from the MCSO budget and added to the Monroe County Airport budget resulting in no impact to the airport's budget; and

WHEREAS, since the transfer of the employees is being done pursuant to an operational decision undertaken by Key West International Airport and MCSO, the parties desire to also transfer each employee's accrued sick leave, compensatory time, and accrued vacation time; and

WHEREAS, the transfer is being initiated by the Key West International Airport and MCSO, Monroe County finds that the transfer of accrued sick leave and accrued vacation time does not violate Monroe County Personnel Policy 7.08.

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

1. Recitals.
The foregoing recitals are true and correct and are hereby incorporated by reference.

2. The following AST's shall be transferred from employment under MCSO to employment under Monroe County BOCC with the following Job Titles and in the following positions.

Kendra Albury, Airport Operations Officer - Security
Murray Cox, Airport Operations Officer - Security
Jeremy Jarvis, Airport Operations Officer - Security
Niebes Lockwood, Airport Operations Officer - Security
Robert Patterson, Airport Operations Officer - Security (night shift)
Randel Phillips, Airport Operations Officer - Security
Dominick Rojas, Airport Operations Officer - Security (night shift)
Kevin Welday, Airport Operations Officer - Security

Gabrielle Berger, Airport Operations Officer - Badging

Tyler Nguyen, Airport Operations Officer - Landside
Densflore Saul, Airport Operations Officer - Landside
Medjine Saul, Airport Operations Officer - Landside
Kurt Stephens, Airport Operations Officer - Landside
Trista Winegarden, Airport Operations Officer - Landside

3. Each of the individuals named above shall become employees of the BOCC effective May 1, 2025. Each employee shall be required to complete new hire paperwork, background screening, and other related administrative actions in order to create a complete employee file with the BOCC. Additionally, each employee shall be required to complete a twelve (12) month probationary period beginning on their BOCC date of hire, as prescribed by Section 2.04 Monroe County Personnel Policies & Procedures.

4. Upon commencement of their employment with BOCC, each employee shall receive compensation in an amount not less than the annual salary assigned to them by MCSO as of April 30, 2025.

5. Notwithstanding the standards for creditable service set forth by Monroe County Personnel Policies & Procedures, the continuous service date for each employee shall be established as their most recent date of hire with MCSO with respect only to policies and procedures governing fringe benefits, including but not limited to the following policies:

A) **Leave Accrual** - for purposes of determining the total hours of annual and sick leave earned during each pay period, the years of continuous service for each employee shall be established using their most recent date of hire with MCSO.

B) **Payment of Unused Sick Leave** - for purposes of determining the amount of terminal pay for unused sick leave upon separation from BOCC employment, the years of continuous service for each employee shall be established using their most recent date of hire with MCSO.

C) **Transfer of Leave** - BOCC shall credit each employee for sick, annual, and compensatory leave accrued by the employee under their employment with MCSO. Each employee shall receive credit in the amount of their remaining balance of such leave, as reported by MCSO on April 30, 2025.

D) **Years of Service Program** - for purposes of determining each employee's eligibility for incentives awarded under BOCC's 'Years of Service Program,' the employee's years of continuous service shall be established using their most recent date of hire with MCSO.

E) **Promotional Opportunities** – for purposes of determining eligibility for promotional opportunities and position transfers, the employee's length of continuous service shall be established using their most recent date of hire with MCSO.

F) **Employee Benefits** - each employee shall be considered immediately eligible for employee insurance benefits effective May 1, 2025, with no waiting period.

6. Except as otherwise provided herein, those employees affected by this resolution shall be subject to all Monroe County Personnel Policies and Procedures upon their BOCC hire date

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of the Board held on the 16th day of April 2025.

Mayor James K. Scholl	_____
Mayor Pro Tem Craig Cates	_____
Commissioner Michelle Lincoln	_____
Commissioner David Rice	_____
Commissioner Holly Merrill Raschein	_____

(SEAL)
ATTEST: KEVIN MADOK, CLERK

BY_____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY_____
Mayor James K. Scholl

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: I3
2023-3919

BULK ITEM: No

DEPARTMENT: Airports

TIME APPROXIMATE:
N/A

STAFF CONTACT: Richard Strickland

AGENDA ITEM WORDING:

Ratification of Resolution No. 139-2025 promulgating an administrative directive for the purpose of setting forth the terms under which Monroe County shall administratively transfer funds for a parcel of land occupied by the Monroe County Fleet Management Department at the Florida Keys Marathon International Airport, subject to FAA grant assurances, to include Exhibit A.

ITEM BACKGROUND:

The Florida Keys Marathon International Airport must meet its obligation to be as self-sustaining as possible. Under AIP grant assurances, Monroe County is obligated to maintain a fee and rental structure at the Marathon Airport that will help make the airport as self-sustaining as possible.

PREVIOUS RELEVANT BOCC ACTION:

Resolution No. 139-2025 approved on March 25, 2025 is being placed back on the agenda as it was inadvertently missing Exhibit A.

Approval of Resolution 087-2024 setting the fair market rental rate for the non-aeronautical revenue generating facility (EOC) based on an appraisal performed by Slack, Johnston and Maggenheimer, real estate appraisal and consultant firm.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
Ratify Resolution to include Exhibit A.

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

Ratify Resolution - Interfund Transfer (MTH Fleet Mgmt. Rent).pdf

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FINANCIAL IMPACT:

$81,704.66 per year for year one (FY 2025) plus annual CPI-U adjustment on April 1st of each year unless rescinded.

RESOLUTION NO. _____-2025

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, PROMULGATING AN ADMINISTRATIVE DIRECTIVE FOR PURPOSES OF SETTING FORTH THE TERMS UNDER WHICH MONROE COUNTY SHALL ADMINISTRATIVELY TRANSFER FUNDS FOR A PARCEL OF LAND, SUBJECT TO FAA GRANT ASSURANCES, AT THE FLORIDA KEYS MARATHON INTERNATIONAL AIRPORT.

WHEREAS, Monroe County owns and operates the Florida Keys Marathon International Airport (Marathon Airport); and

WHEREAS, Monroe County, as the owner of the Marathon Airport, has been the recipient of Airport Improvement Program (AIP) grant funds; and

WHEREAS, as a condition of accepting the grant funds, Monroe County is bound by certain enumerated AIP grant assurances; and

WHEREAS, under the terms AIP grant assurance 24, Monroe County is obligated to maintain a fee and rental structure at the Marathon Airport that will make the airport as self-sustaining as possible; and

WHEREAS, under the terms of AIP grant assurance 25, all revenues generated by the Marathon Airport may only be expended for the capital or operating costs of the Marathon Airport; and

WHEREAS, the rental of land to, or use of land by, Monroe County for nonaeronautical purposes at less than fair market value rent is considered to be a subsidy of local government, is a prohibited use of airport revenue and violates the terms of grant assurance 25; and

WHEREAS, during the first quarter of 2024 Monroe County completed construction of a non-aeronautical revenue generating facility; and

WHEREAS, at the February 21, 2024 regularly scheduled Board of County Commissioners (BOCC) meeting, the BOCC approved resolution 087-2024 finding that the fair market rental rate for the non-aeronautical revenue generating facility should be $2.00 per sq. ft per year based on an appraisal performed by Slack, Johnston and Maggenheimer, a real estate, appraisal and consultant firm: and

WHEREAS, resolution 087-2024 set the initial rent for the non-aeronautical revenue generating facility at $2.00 per sq. ft per year with a provision that every April 1st thereafter the rent would be increased by 3% or an amount equal to the percentage increase in the CPI-U for all urban consumers for the previous calendar year; and

WHEREAS, the CPI-U for 2024 is 2.9% setting the fair market rental rate for non-aeronautical property at $2.058 as of April 1, 2025; and

WHEREAS, the Monroe County Fleet Maintenance Department occupies 39,701 sq. ft. of space at the Marathon Airport for non-aeronautical purposes; and

WHEREAS, the County desires to set forth the process for transferring funds from the general fund account to the Marathon Airport account in accordance with AIP grant assurance requirements.

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

1. Recitals.

The foregoing recitals are true and correct and are hereby incorporated by reference.

2. Premises, Funding

The County shall make non-aeronautical use of approximately 39,701 sq. ft. located at the Florida Keys Marathon International Airport as shown on Exhibit A for use by the Monroe County Fleet Maintenance Department. For use of the premises, Monroe County shall administratively transfer $81,704.66 into the budget of the Florida Keys Marathon International Airport per year computed at $2.058 per square foot/per year. Thereafter, on April 1st of every year, the amount administratively transferred will be increased by 3% or by an amount equal to the percentage increase in the CPI-U for all urban consumers for the previous calendar year, whichever is lower. In the event of a deflationary CPI, no adjustment in the rental rates will be made. The budgeting for, and transfer of the funds, shall be an internal function performed by Monroe County Public Works. The Marathon Airport, through the Marathon Airport Business Manager, shall provide Public Works with an annual invoice.

3. Term.

This directive shall remain in force until such time as the directive is rescinded by the BOCC.

4. Budgeting

a) Monroe County shall be responsible for budgeting and obtaining any funds necessary for use of the premises by the Fleet Maintenance Department.

b) Any capital improvements undertaken by any Department other than the Airports Department shall be made in consultation with the Director of Airports.

c) Monroe County shall be responsible for budgeting and providing for all maintenance costs necessary for the upkeep of the facility and premises and for all utility costs associated with the facility.

5. Airport Protection.

It shall be a condition of this Directive:

i) That Monroe County reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

ii) That Monroe County expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

iii) That Monroe County expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

iv) That at such time in the future as deemed necessary by Monroe County, Monroe County may enter and construct airport improvements (runways, taxiways, extensions, associated lighting, etc.) upon the premises provided notice is given to the Lessee at least 180 days prior to the start of construction. Should such development become necessary, Monroe County shall pay all costs associated with the protection or relocation of the existing facilities to accommodate said airport improvements.

6. Property Rights Reserved.

This Directive and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Airport Owner acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the lease of said lands from the Airport Owner, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the Airport Owner pertaining to the Marathon Airport.

7. Paragraph Headings.

Paragraph headings herein are intended only to assist in reading identification and are not in limitation or enlargement of the content of any paragraph.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of the Board held on the 25th day of March 2025.

Mayor James K. Scholl	_____
Mayor Pro Tem Michelle Lincoln	_____
Commissioner Craig Cates	_____
Commissioner David Rice	_____
Commissioner Holly Merrill Raschein	_____

(SEAL)

ATTEST: KEVIN MADOK, CLERK

BY_____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY_____
Mayor James K. Scholl

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 3/10/25

Animal Control
16,541 sqft

Fleet Garage, Fuel Pumps & Tank
39,701 sqft

Facilities Maintenance
45,163 sqft

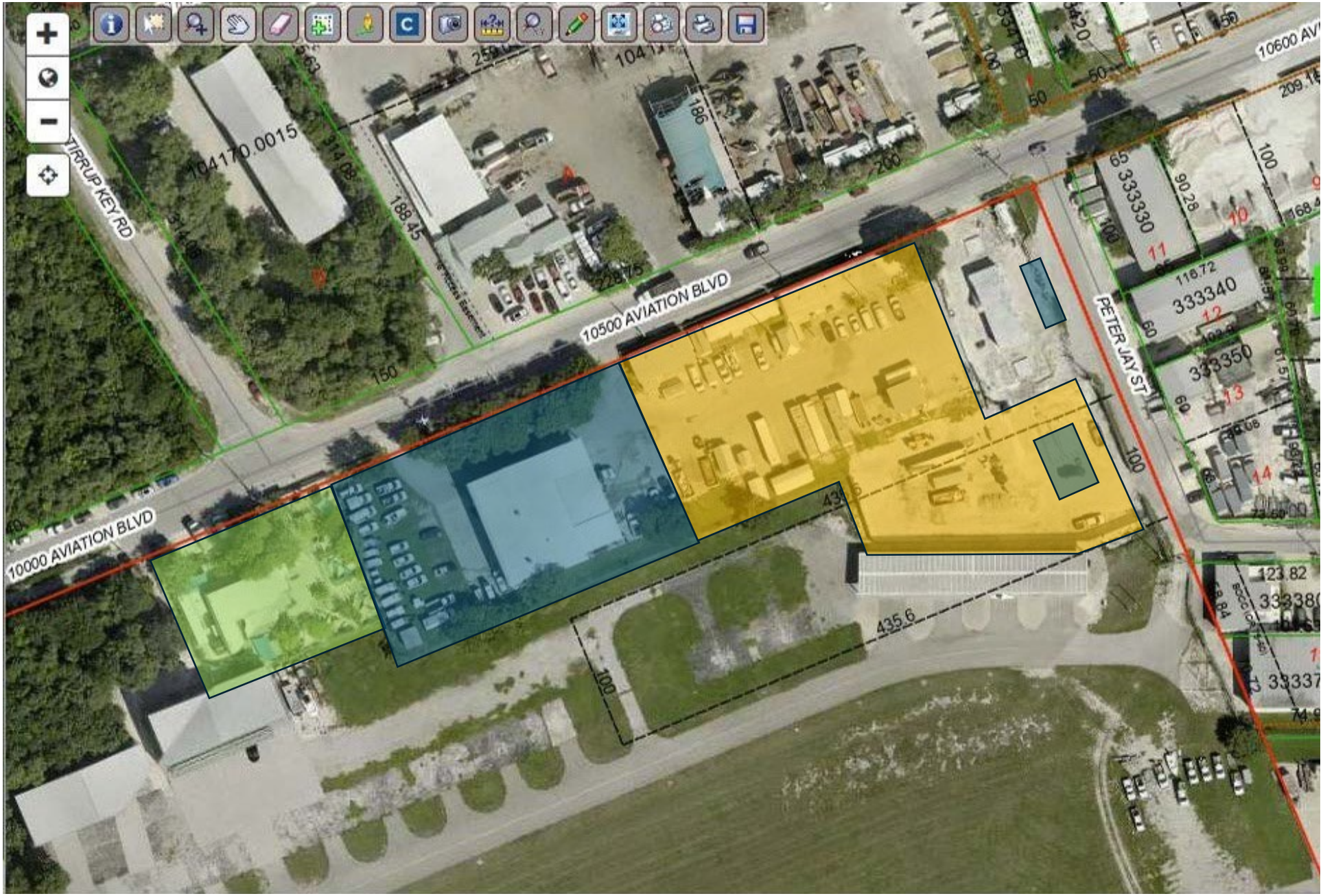


EXHIBIT A

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: I4
2023-3920

BULK ITEM: No

DEPARTMENT: Airports

TIME APPROXIMATE:
N/A

STAFF CONTACT: Richard Strickland

AGENDA ITEM WORDING:

Ratification of Resolution No. 140-2025 promulgating an administrative directive for the purpose of setting forth the terms under which Monroe County shall administratively transfer funds for a parcel of land occupied by the Monroe County Facilities Maintenance Department at the Florida Keys Marathon International Airport, subject to FAA grant assurances, to include Exhibit A.

ITEM BACKGROUND:

The Florida Keys Marathon International Airport must meet its obligation to be as self-sustaining as possible. Under AIP grant assurances, Monroe County is obligated to maintain a fee and rental structure at the Marathon Airport that will help make the airport as self-sustaining as possible.

PREVIOUS RELEVANT BOCC ACTION:

Resolution No. 140-2025 approved on March 25, 2025 is being placed back on the agenda as it was inadvertently missing Exhibit A.

Approval of Resolution 087-2024 setting the fair market rental rate for the non-aeronautical revenue generating facility (EOC) based on an appraisal performed by Slack, Johnston and Maggenheimer, real estate appraisal and consultant firm.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

Ratify Resolution to include Exhibit A.

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

Ratify Resolution - Interfund Transfer (Facilities Maintenance Rent).pdf

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FINANCIAL IMPACT:

$92,945.45 per year for year one (FY 2025) plus annual CPI-U adjustment on April 1st of each year unless rescinded.

RESOLUTION NO. _____-2025

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, PROMULGATING AN ADMINISTRATIVE DIRECTIVE FOR PURPOSES OF SETTING FORTH THE TERMS UNDER WHICH MONROE COUNTY SHALL ADMINISTRATIVELY TRANSFER FUNDS FOR A PARCEL OF LAND, SUBJECT TO FAA GRANT ASSURANCES, AT THE FLORIDA KEYS MARATHON INTERNATIONAL AIRPORT.

WHEREAS, Monroe County owns and operates the Florida Keys Marathon International Airport (Marathon Airport); and

WHEREAS, Monroe County, as the owner of the Marathon Airport, has been the recipient of Airport Improvement Program (AIP) grant funds; and

WHEREAS, as a condition of accepting the grant funds, Monroe County is bound by certain enumerated AIP grant assurances; and

WHEREAS, under the terms AIP grant assurance 24, Monroe County is obligated to maintain a fee and rental structure at the Marathon Airport that will make the airport as self-sustaining as possible; and

WHEREAS, under the terms of AIP grant assurance 25, all revenues generated by the Marathon Airport may only be expended for the capital or operating costs of the Marathon Airport; and

WHEREAS, the rental of land to, or use of land by, Monroe County for nonaeronautical purposes at less than fair market value rent is considered to be a subsidy of local government, is a prohibited use of airport revenue and violates the terms of grant assurance 25; and

WHEREAS, during the first quarter of 2024 Monroe County completed construction of a non-aeronautical revenue generating facility; and

WHEREAS, at the February 21, 2024 regularly scheduled Board of County Commissioners (BOCC) meeting, the BOCC approved resolution 087-2024 finding that the fair market rental rate for the non-aeronautical revenue generating facility should be $2.00 per sq. ft per year based on an appraisal performed by Slack, Johnston and Maggenheimer, a real estate, appraisal and consultant firm: and

WHEREAS, resolution 087-2024 set the initial rent for the non-aeronautical revenue generating facility at $2.00 per sq. ft per year with a provision that every April 1st thereafter the rent would be increased by 3% or an amount equal to the percentage increase in the CPI-U for all urban consumers for the previous calendar year; and

WHEREAS, the CPI-U for 2024 is 2.9% setting the fair market rental rate for non-aeronautical property at $2.058 as of April 1, 2025; and

WHEREAS, the Monroe County Facilities Maintenance Department occupies 45,163 sq. ft. of space at the Marathon Airport for non-aeronautical purposes; and

WHEREAS, the County desires to set forth the process for transferring funds from the general fund account to the Marathon Airport account in accordance with AIP grant assurance requirements.

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

1. Recitals.

The foregoing recitals are true and correct and are hereby incorporated by reference.

2. Premises, Funding

The County shall make non-aeronautical use of approximately 45,163 sq. ft. located at the Florida Keys Marathon International Airport as shown on Exhibit A for use by the Monroe County Facilities Maintenance Department. For use of the premises, Monroe County shall administratively transfer $92,945.45 into the budget of the Florida Keys Marathon International Airport per year computed at $2.058 per square foot/per year. Thereafter, on April 1st of every year, the amount administratively transferred will be increased by 3% or by an amount equal to the percentage increase in the CPI-U for all urban consumers for the previous calendar year, whichever is lower. In the event of a deflationary CPI, no adjustment in the rental rates will be made. The budgeting for, and transfer of the funds, shall be an internal function performed by Monroe County Public Works. The Marathon Airport, through the Marathon Airport Business Manager, shall provide Public Works with an annual invoice.

3. Term.

This directive shall remain in force until such time as the directive is rescinded by the BOCC.

4. Budgeting

a) Monroe County shall be responsible for budgeting and obtaining any funds necessary for use of the premises by the Facilities Maintenance Department.

b) Any capital improvements undertaken by any Department other than the Airports Department shall be made in consultation with the Director of Airports.

c) Monroe County shall be responsible for budgeting and providing for all maintenance costs necessary for the upkeep of the facility and premises and for all utility costs associated with the facility.

5. Airport Protection.

It shall be a condition of this Directive:

i) That Monroe County reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

ii) That Monroe County expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

iii) That Monroe County expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

iv) That at such time in the future as deemed necessary by Monroe County, Monroe County may enter and construct airport improvements (runways, taxiways, extensions, associated lighting, etc.) upon the premises provided notice is given to the Lessee at least 180 days prior to the start of construction. Should such development become necessary, Monroe County shall pay all costs associated with the protection or relocation of the existing facilities to accommodate said airport improvements.

6. Property Rights Reserved.

This Directive and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Airport Owner acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the lease of said lands from the Airport Owner, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the Airport Owner pertaining to the Marathon Airport.

7. Paragraph Headings.

Paragraph headings herein are intended only to assist in reading identification and are not in limitation or enlargement of the content of any paragraph.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of the Board held on the 25th day of March 2025.

Mayor James K. Scholl	_____
Mayor Pro Tem Michelle Lincoln	_____
Commissioner Craig Cates	_____
Commissioner David Rice	_____
Commissioner Holly Merrill Raschein	_____

(SEAL)

ATTEST: KEVIN MADOK, CLERK

BY_____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY_____
Mayor James K. Scholl

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 3/10/25

Animal Control
16,541 sqft

Fleet Garage, Fuel Pumps & Tank
39,701 sqft

Facilities Maintenance
45,163 sqft

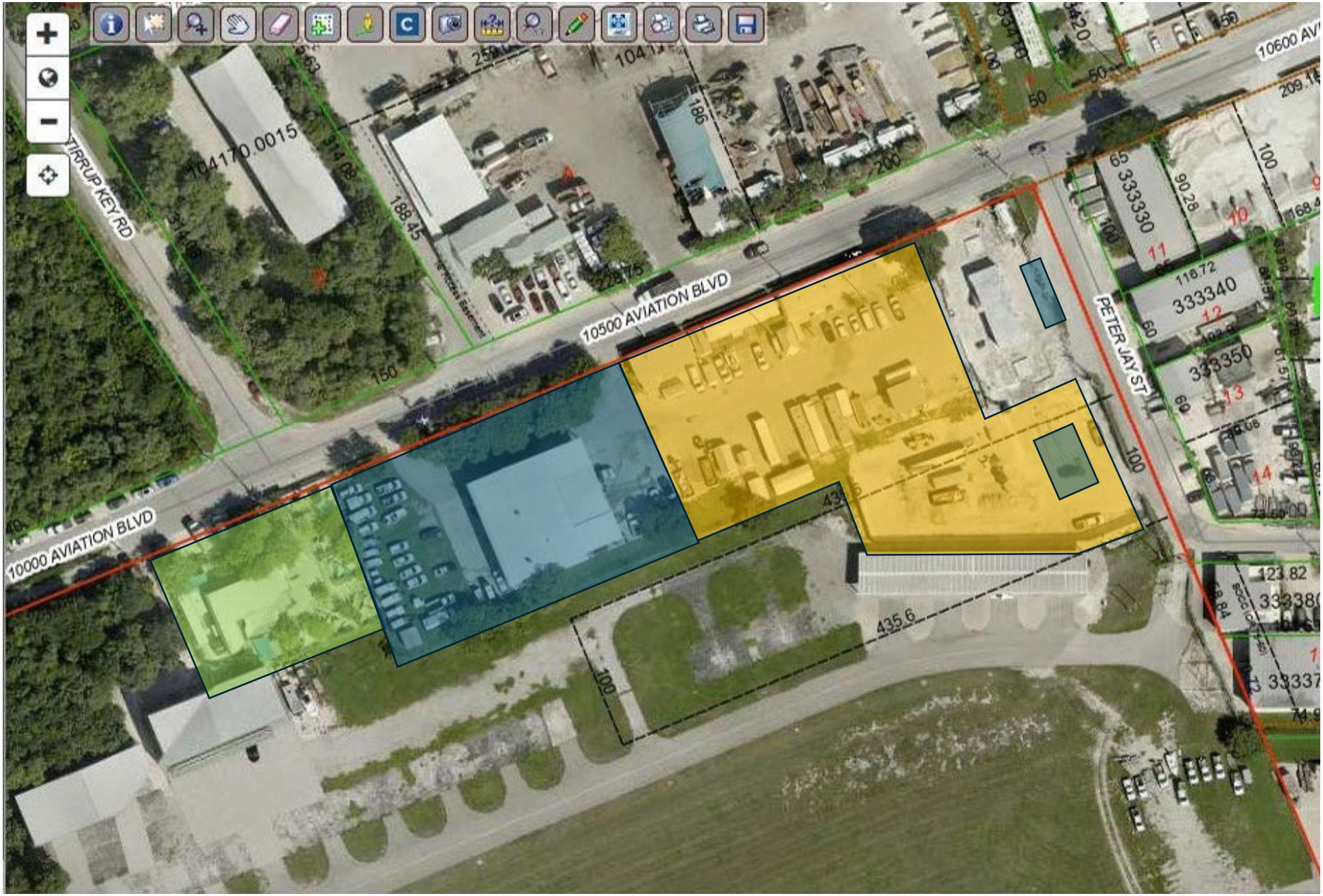


EXHIBIT A

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: I5
2023-3918

BULK ITEM: No

DEPARTMENT: Airports

TIME APPROXIMATE:
N/A

STAFF CONTACT: Richard Strickland

AGENDA ITEM WORDING: Ratification of Resolution 138-2025 promulgating an administrative directive for the purpose of setting forth the terms under which Monroe County shall administratively transfer funds for a parcel of land occupied by the Monroe County Animal Control Department at the Florida Keys Marathon International Airport, subject to FAA grant assurances, to include Exhibit A.

ITEM BACKGROUND:

The Florida Keys Marathon International Airport must meet its obligation to be as self-sustaining as possible. Under AIP grant assurances, Monroe County is obligated to maintain a fee and rental structure at the Marathon Airport that will help make the airport as self-sustaining as possible.

PREVIOUS RELEVANT BOCC ACTION:
Resolution No. 138-2025 approved on March 25, 2025 is being placed back on the agenda as it was inadvertently missing Exhibit A.

Approval of Resolution 087-2024 setting the fair market rental rate for the non-aeronautical revenue generating facility (EOC) based on an appraisal performed by Slack, Johnston and Maggenheimer, real estate appraisal and consultant firm.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
Ratify Resolution to include Exhibit A.

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

Ratify Resolution - Interfund Transfer (MTH Animal Control Rent).pdf

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FINANCIAL IMPACT:

$31,041.38 per year for year one (FY 2025) plus annual CPI-U adjustment on April 1st of each year unless rescinded.

RESOLUTION NO. _____-2025

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, PROMULGATING AN ADMINISTRATIVE DIRECTIVE FOR PURPOSES OF SETTING FORTH THE TERMS UNDER WHICH MONROE COUNTY SHALL ADMINISTRATIVELY TRANSFER FUNDS FOR A PARCEL OF LAND, SUBJECT TO FAA GRANT ASSURANCES, AT THE FLORIDA KEYS MARATHON INTERNATIONAL AIRPORT.

WHEREAS, Monroe County owns and operates the Florida Keys Marathon International Airport (Marathon Airport); and

WHEREAS, Monroe County, as the owner of the Marathon Airport, has been the recipient of Airport Improvement Program (AIP) grant funds; and

WHEREAS, as a condition of accepting the grant funds, Monroe County is bound by certain enumerated AIP grant assurances; and

WHEREAS, under the terms AIP grant assurance 24, Monroe County is obligated to maintain a fee and rental structure at the Marathon Airport that will make the airport as self-sustaining as possible; and

WHEREAS, under the terms of AIP grant assurance 25, all revenues generated by the Marathon Airport may only be expended for the capital or operating costs of the Marathon Airport; and

WHEREAS, the rental of land to, or use of land by, Monroe County for nonaeronautical purposes at less than fair market value rent is considered to be a subsidy of local government, is a prohibited use of airport revenue and violates the terms of grant assurance 25; and

WHEREAS, during the first quarter of 2024 Monroe County completed construction of a non-aeronautical revenue generating facility; and

WHEREAS, at the February 21, 2024 regularly scheduled Board of County Commissioners (BOCC) meeting, the BOCC approved resolution 087-2024 finding that the fair market rental rate for the non-aeronautical revenue generating facility should be $2.00 per sq. ft per year based on an appraisal performed by Slack, Johnston and Maggenheimer, a real estate, appraisal and consultant firm: and

WHEREAS, resolution 087-2024 set the initial rent for the non-aeronautical revenue generating facility at $2.00 per sq. ft per year with a provision that every April 1st thereafter the rent would be increased by 3% or an amount equal to the percentage increase in the CPI-U for all urban consumers for the previous calendar year; and

WHEREAS, the CPI-U for 2024 is 2.9% setting the fair market rental rate for non-aeronautical property at $2.058 as of April 1, 2025; and

WHEREAS, the Monroe County Animal Control Department occupies 16,541 sq. ft. of space at the Marathon Airport for non-aeronautical purposes; and

WHEREAS, the County desires to set forth the process for transferring funds from the general fund account to the Marathon Airport account in accordance with AIP grant assurance requirements.

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

1. Recitals.

The foregoing recitals are true and correct and are hereby incorporated by reference.

2. Premises, Funding

The County shall make non-aeronautical use of approximately 16,541 sq. ft. located at the Florida Keys Marathon International Airport as shown on Exhibit A for use by the Monroe County Animal Control Department. For use of the premises, Monroe County shall administratively transfer $34,041.38 into the budget of the Florida Keys Marathon International Airport per year computed at $2.058 per square foot/per year. Thereafter, on April 1st of every year, the amount administratively transferred will be increased by 3% or by an amount equal to the percentage increase in the CPI-U for all urban consumers for the previous calendar year, whichever is lower. In the event of a deflationary CPI, no adjustment in the rental rates will be made. The budgeting for, and transfer of the funds, shall be an internal function performed by Monroe County Public Works. The Marathon Airport, through the Marathon Airport Business Manager, shall provide Public Works with an annual invoice.

3. Term.

This directive shall remain in force until such time as the directive is rescinded by the BOCC.

4. Budgeting

a) Monroe County shall be responsible for budgeting and obtaining any funds necessary for use of the premises by the Animal Control Department.

b) Any capital improvements undertaken by any department other than the Airports Department shall be made in consultation with the Director of Airports.

c) Monroe County shall be responsible for budgeting and providing for all maintenance costs necessary for the upkeep of the facility and premises and for all utility costs associated with the facility.

5. Airport Protection.

It shall be a condition of this Directive:

i) That Monroe County reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

ii) That Monroe County expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

iii) That Monroe County expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

iv) That at such time in the future as deemed necessary by Monroe County, Monroe County may enter and construct airport improvements (runways, taxiways, extensions, associated lighting, etc.) upon the premises provided notice is given to the Lessee at least 180 days prior to the start of construction. Should such development become necessary, Monroe County shall pay all costs associated with the protection or relocation of the existing facilities to accommodate said airport improvements.

6. Property Rights Reserved.

This Directive and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Airport Owner acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the lease of said lands from the Airport Owner, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the Airport Owner pertaining to the Marathon Airport.

7. Paragraph Headings.

Paragraph headings herein are intended only to assist in reading identification and are not in limitation or enlargement of the content of any paragraph.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of the Board held on the 25th day of March 2025.

Mayor James K. Scholl	_____
Mayor Pro Tem Michelle Lincoln	_____
Commissioner Craig Cates	_____
Commissioner David Rice	_____
Commissioner Holly Merrill Raschein	_____

(SEAL)

ATTEST: KEVIN MADOK, CLERK

BY_____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY_____
Mayor James K. Scholl

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 3/10/25

Animal Control
16,541 sqft

Fleet Garage, Fuel Pumps & Tank
39,701 sqft

Facilities Maintenance
45,163 sqft

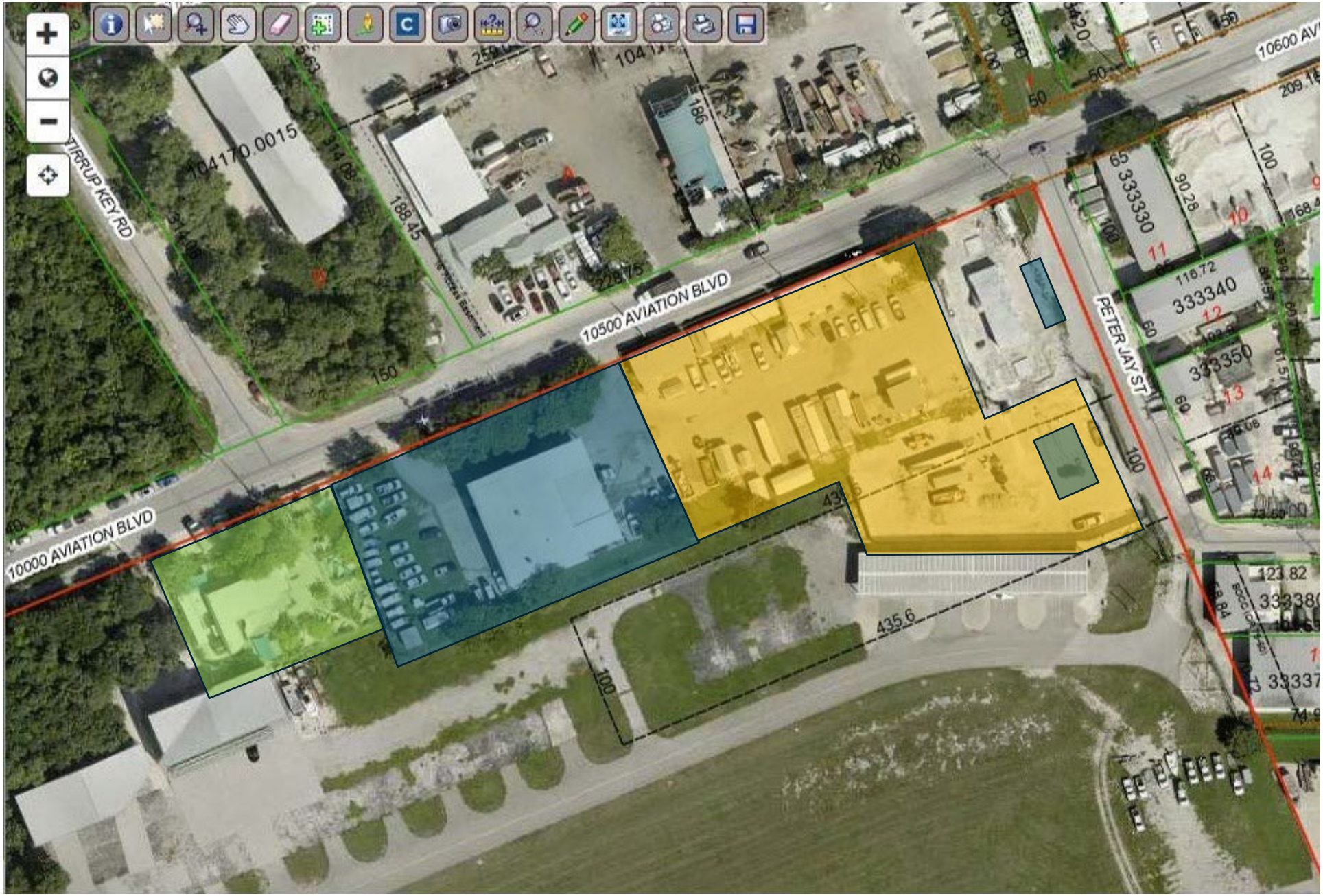


EXHIBIT A

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: J1
2023-3766

BULK ITEM: Yes

DEPARTMENT: Planning & Environmental Resources

TIME APPROXIMATE:

STAFF CONTACT: Emily Schemper

AGENDA ITEM WORDING:

Approval of a resolution accepting and approving a $600,000 Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) for the Monroe County's July 1, 2025 - June 30, 2027 transportation planning program, funded by FDOT with a 12.5% ($75,000) County match requirement.

ITEM BACKGROUND:

Since 2012, the County's transportation planning functions have been funded under a Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT). The current JPA (G2H82) funds the transportation planning functions at $300,000/FY ($600,000 in total) with a 12.5% ($37,500/FY or $75,000 in total) County match.

FDOT is requesting a new JPA contract be entered in the amount of $600,000 ($300,000/FY 25-26), which will fund the County's transportation planning functions once all funds from JPA-G2H82 have been expended. The County's match for this contract is 12.5% ($75,000).

Funding is used for transportation planning staff position(s) and for a transportation engineering consultant. The county uses this contract for transportation concurrency review, traffic engineering support, the biennial US 1 Arterial Travel Time and Delay Study, and to perform miscellaneous transportation planning studies. Additionally, funding is utilized for consultants to provide assistance for private development review; maintenance and updates to the long-range transportation plans, comprehensive plan and/or land development code, as necessary.

PREVIOUS RELEVANT BOCC ACTION:

May 16, 2012 -Approval of JPA AQN-53 in the amount of $150,000 for the transportation program.

April 17, 2013 -Approval of Supplemental #1 to increase the JPA to $380,000.

May 21, 2014 -Approval of Supplemental #2 to increase the JPA to $610,000.

April 15, 2015 -Approval of Supplemental #3 to increase the JPA to $910,000.

March 23, 2016- Approval of Supplemental #4 to increase the JPA to $1,210,000.

May 17, 2017-Approval of Supplemental #5 to extend the contract deadline to June 30, 2018

March 28, 2018- Approval of Supplemental #6 waiving the local match requirement.

May 16, 2018- Approval of JPA G0W86 in the amount of $300,000 for the transportation program.

May 22, 2019 - Approval of JPA No. G1A71 in the amount of $300,000 for the transportation program.

May 20, 2020 - Approval of Supplemental Agreement No. 1 in the amount of $300,000 to increase the JPA to $600,000 for the transportation program.

April 21, 2021 - Approval of Supplemental Agreement No. 2 in the amount of $300,000 to increase the JPA to $900,000 for the transportation program.

February 16, 2022 - Approval of Supplemental Agreement No. 3 in the amount of $300,000 to increase the JPA to $1,200,000 for the transportation program.

February 15, 2023 - Approval of JPA No. G2H82 in the amount of $600,000 for the transportation program.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

New Contract for Transportation Planning Services with FDOT.

GPJ 4/1/25 - General Liability w/ Products/Completed Operations including BOCC and FDOT as additional insured, & WC coverage, shall be provided by all subcontractors

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

FDOT JPA Resolution_DRAFT stamped.pdf
Grant Agreement Exhibits 2-12-2025_stamped.pdf

FINANCIAL IMPACT:

Effective Date: 07/01/2025

Expiration Date: 06/30/2027

Total Dollar Value of Contract: $600,000

Total Cost to County: $ 75,000

County Match Source: Fund 148

Source of Funds: Cost Center TBD

Grant: FDOT Financial Project No. 252228-3-14-01

County Match: 12.5 %

MONROE COUNTY, FLORIDA
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. - 2025

A RESOLUTION OF THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS ACCEPTING AND APPROVING THAT CERTAIN FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") JOINT PARTICIPATION AGREEMENT ("JPA") BEARING CSFA/CFDA NO. 20.205.

WHEREAS, the State of Florida through FDOT and the Board of County Commissioners of Monroe County, Florida (the "County"), recognize the need for transportation planning functions including but not limited to transportation concurrency review, traffic engineering support, the County's biennial U.S. 1 Arterial Travel Time and Delay Study, the performance of miscellaneous public transportation planning studies, utilization of consultants to provide for transportation planning assistance required in connection with review of development applications, and maintenance and updates to long-range transportation plans, the Monroe Comprehensive Plan, the Monroe County Code of Ordinances, and the Monroe County Land Development Code, as necessary; and

WHEREAS, due to FDOT administrative updates and contract formats, FDOT has requested that it and the County enter into a new JPA that shall fund the County's transportation planning functions;

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

Section 1. **Recitals and Legislative Intent.** The foregoing recitals and statements of legislative intent are true and correct and are hereby incorporated as if fully stated herein; and

Section 2. That certain JPA before the Board of County Commissioners of Monroe County, Florida, at its regular April 16, 2025, meeting, is hereby approved and accepted.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting held on the 16th day of April, 2025.

Mayor James K. Scholl, District 3 ____
Mayor Pro Tem Michelle Lincoln, District 2 ____
Commissioner Craig Cates, District 1 ____
Commissioner David Rice, District 4 ____
Commissioner Holly Merrill Raschein, District 5 ____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY_____
MAYOR JAMES K. SCHOLL

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By_____
AS DEPUTY CLERK

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
CHRISTINE LIMBERT-BARROWS
SR. ASSISTANT COUNTY ATTORNEY
DATE: 3/6/25

FEDERAL HIGHWAY FUNDS SUBRECIPIENT GRANT AGREEMENT

Financial Project Number(s): (item-segment-phase-sequence)	Fund(s):		FLAIR Category:	088854
252228-3-14-01	Work Activity Code/Function:	215	Object Code:	78000
	Federal Award Identification Number (FAIN):		Org. Code:	55062010630
	Federal Award Date:		Vendor Number:	F596000749054
Contract Number:	Recipient Unique Entity ID (SAM) Number:	QKLSCT2LM7M9		
County Number: 90				
Catalog of Federal Domestic Assistance (CFDA): 20.205				

THIS SUBRECIPIENT GRANT AGREEMENT ("Agreement") is entered into this _____ day of _____, 20__ (the "Effective Date"), between the State of Florida, Department of Transportation, an agency of the State of Florida (the "Department"), and Monroe County (the "Recipient") (each a "Party" and collectively, the "Parties").

The Parties agree as follows:

1. Authority: The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit D, Recipient Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. Purpose of Agreement. The purpose of this Agreement is to provide a subaward of Federal Highway Administration ("FHWA") SA grant funds to the Recipient for Monroe County Long Range Transportation Plan (the "Project"). The Project is more particularly described in **Exhibit A, Project Description and Responsibilities** to this Agreement.

3. The Project. The Recipient agrees to perform and complete the Project in a satisfactory, timely and proper manner in accordance with all applicable laws and the terms and conditions of this Agreement. **Exhibit A** describes the scope of work to be performed by the Recipient and provides a proposed schedule for the completion of the Project. The Project scope in **Exhibit A** identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of Project scope elements. All Project activities must be consistent with the scope described in **Exhibit A**. An amendment to this Agreement is required for any proposed change in the scope of work. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. Term of Agreement. The term of this Agreement and the period for performance of the Project under this Agreement extends from the Effective Date through 06/30/2027 (the "Completion Date"). If the Recipient does not complete the Project on or before the Completion Date, this Agreement will expire, unless the Completion Date is extended by an executed amendment to this Agreement. Expiration of this Agreement will be considered termination of the Project.

5. Project Funding and Budget.

a. Project Cost. The estimated cost of the Project is $600,000.00 (the "Project Estimate"), and is allocated among the Project activities in **Exhibit B, Schedule of Financial Assistance**. An amendment to the grant agreement is required for any re-budgeting of Project funds provided under this Agreement. Re-budgeting of Project funds between operating (if any) and capital line items may not be allowable due to grant limitations and potentially different match requirements.

b. Department Subaward. Under this Agreement, the Recipient, a non-federal entity, is the subrecipient of FHWA SA grant funds awarded under Section 339.08(e) and 339.12. Florida Statutes (F.S). The Department will provide financial assistance for the Project up to the maximum amount of the federally funded

subaward made under this Agreement, $525,000.00 (the "Maximum Federal Financial Assistance"), as more specifically detailed in **Exhibit B**, in accordance with the terms and conditions of this Agreement. Any terms and conditions that are specific to this subaward are attached as **Exhibit A**, and shall control over any inconsistent provisions in the body of this Agreement or the other exhibits attached to this Agreement.

c. Matching Funds. The Recipient agrees to provide all matching funds required under the terms of the federal grant. The eligibility and use of matching funds shall be governed by applicable federal law, regulations and guidance. The Recipient is also responsible for all costs required to complete the Project that exceed the Project Estimate. The Recipient shall take all actions required for the Recipient to provide the necessary funds for the Project. The Department will have no responsibility for any Project costs in excess of the Maximum Federal Financial Assistance.

d. Eligible Costs. Financial assistance provided by the Department under this Agreement will only be available for Project costs incurred after the Effective Date of this Agreement and prior to termination or expiration of this Agreement.

e. Ineligible Costs. In determining the amount of any payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed for the Project phase for which the costs were incurred, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of financial assistance in **Exhibit B** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department. The federal funds awarded under this Agreement will not be provided for any cost not incurred in accordance with applicable federal and state laws, regulations and grant program requirements. If FHWA or the Department determines that any cost claimed is not eligible, the Department will notify the Recipient. The notification will identify the items and amounts are not eligible for reimbursement with federal financial assistance and the reason the items and amount are not eligible. If the Recipient is not in compliance with requirements of this Agreement, but such non-compliance is correctable during the term of this Agreement, financial assistance may be withheld by the Department until the non-compliance is corrected. If the Recipient's non-compliance is not correctable during the term of this Agreement, FHWA or the Department may deny use of federal funds, in whole or in part. If as a result of the Recipient's failure to comply with the terms of this Agreement FHWA determines that federal financial assistance will no longer be available for the Project: (i) the Department is authorized to discontinue federal financial assistance for the Project under this Agreement; (ii) the Recipient will be solely responsible to provide all funds necessary to complete the Project; and (iii) the Department is not required to provide any additional state financial assistance for the Project. A determination by FHWA that federal financial assistance is no longer available for the Project is final. The Recipient waives any right to contest a discontinuance of financial assistance under this Agreement if FHWA determines federal financial assistance is no longer available.

f. No Federal Obligation. This Agreement is financed by federal funds. However, payments to the Recipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, FHWA, or any representatives of the federal government makes the United States a party to this Agreement.

g. Subaward Contingent on Federal Funding. The Recipient acknowledges and agrees that the Department's payment of funds under this Agreement is contingent on the Department receiving the funds from the FHWA. If, for any reason, the FHWA reduces the amount of federal funds available for this subaward, or otherwise fails to pay part of the cost or expense of the Project in this Agreement, only outstanding incurred costs within the limits of FHWA provided financial assistance shall be eligible for reimbursement.

h. Repayment of Grant Funds. Upon a finding by FHWA, or the Department in lieu of FHWA, that the Recipient has made an unauthorized or undocumented use of grant funds, or that any Project costs are ineligible for federal reimbursement, and upon a written demand for repayment issued by the Department, the Recipient shall repay such amounts to the Department within 40 days of written demand. The Recipient shall also repay any other

grant funds received by the Recipient under this Agreement in excess of the amount to which the Recipient is entitled. Such funds shall be repaid to the Department within 40 days of written demand.

i. Reversion of Unexpended Grant Funds. All funds granted by the Department under this Agreement that have not been expended for Project activities during the term of this Agreement shall revert to the Department.

6. Invoices.

a. Requests for Reimbursement. In order to obtain any of the federal funds available from the Department under this Agreement, the Recipient shall file with the Department Grant Manager its request for reimbursement and any other information regarding to the Project and the Project Accounts (defined below) required to justify and support the payment request. Payment requests must include a certification, signed by an official who is authorized to legally bind the Recipient, which reads as follows:

> "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

The Recipient shall submit requests for reimbursement to the Department no less than once every 90 days (quarterly). If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in FHWA removing any unbilled financial assistance or the loss of state appropriation authority, the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional financial assistance for the Project.

b. Deliverables and Supporting Documentation. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of work being billed that are acceptable to the Department. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit F, Contract Payment Requirements**. The Recipient shall use the format for the invoice and progress report that is approved by the Department. Approved formats are found in FDOT Topic No. 525-010-300 Local Agency Program Manual. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables identified in **Exhibit A**. Supporting documentation must substantiate the amount of progress made on the Project in a quantifiable, measurable, and verifiable manner, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Recipient. Supporting documentation must also establish to the Department Grant Manager's satisfaction that deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed and criteria for evaluating successful completion have been met.

c. Travel Expenses.

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement.

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

d. Final Invoice. The Recipient must submit its final invoice and request for reimbursement for the Project to the Department within 120 days after the Completion Date, or completion of the Project if earlier. Invoices submitted after the 120-day time period may not be paid.

7. Provision of Subaward Funds.

a. Payments and Withholding. Subject to other provisions of this Agreement, the Department will reimburse the Recipient for eligible Project costs, up to the amount of the Maximum Federal Financial Assistance. Notwithstanding any other provision of this Agreement, the Department may elect by written notice not to make a payment if:

i. The Department determines that the Recipient has misrepresented a material fact in any documents submitted to obtain the subaward of federal funds made under this Agreement, or any document or data furnished with its application or pursuant to this Agreement;

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

iii. The Recipient takes any action on the Project which, under this Agreement, requires the approval of the Department or makes a related expenditure or incurs related obligations without Department approval when required;

iv. There has been any violation of the conflict of interest provisions contained in this Agreement; or

v. The Department determines the Recipient is otherwise in default under any provisions of this Agreement.

b. Reimbursement Basis. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit H, Alternative Advance Payment Financial Provisions** is attached and incorporated into this Agreement.

c. Financial Consequences for Unsatisfactory Performance. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within five (5) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the term of this Agreement.

d. Florida Prompt Payment Law. The Recipient should be aware of the following time frames.

i. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the later of the date the invoice is received or the

date the goods or services are received, inspected, and approved. Approval and inspection of goods or services shall take no longer than 20 days following the receipt of a complete and accurate invoice.

ii. If a payment is not available within 40 days, then a separate interest penalty at a rate established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. The 40 days are measured from the later of the date the invoice is received or the date the goods or services are received, inspected, and approved. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to the Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Vendor Ombudsman has been established within Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516.

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

f. Appropriation Contingency. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and the availability of the federal financial assistance awarded to the Recipient under this Agreement.

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

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

8. Records.

a. Project Records. The Recipient shall establish for the Project, consistent with the Department's program guidelines/procedures and "Principles for State and Local Governments", 2 Code of Federal Regulations ("CFR") Part 225, separate accounts to be maintained within its existing accounting system or separate independent accounts ("Project Accounts"). The Recipient shall charge to the Project Accounts all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. All costs recorded in the Project Accounts shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit F**.

b. Project Costs. Records of costs incurred under terms of this Agreement shall be maintained in the Project Accounts and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made for the applicable state fiscal year, or such longer period as may be required by applicable law. Copies of these documents and records shall be furnished to the Department and FHWA upon request. Records of costs incurred include the Recipient's general accounting records and the Project records, together with supporting documents and records of the Recipient and all

contractors and subcontractors performing work on the Project. If any litigation, claim, or audit is started before the expiration of the required retention period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

c. Reports. The Recipient shall submit to the Department such data, reports, records, contracts and other documents relating to the Project as the Department or FHWA may require, including those documents listed in **Exhibit A** to this Agreement. The Department may, at its discretion, require a progress report on a monthly basis. The progress report will include details of the progress of the Project towards meeting the requirements of the Agreement.

d. Federal Requirements. The Recipient agrees to maintain property records, conduct physical inventories and develop control systems as required by 2 CFR Part 200, when applicable. In addition to the requirements of section 8, the Recipient shall comply with the record retention requirements of 2 CFR 200.333, as amended or replaced from time to time.

e. Right-of-Way. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 CFR Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the Project.

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

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and section 215.97 Florida Statutes, monitoring procedures may include but not be limited to on-site visits by Department staff, limited scope audits as defined by 2 CFR 200.425, and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by Department staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

b. The Recipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit E, Federal Financial Assistance (Single Audit Act)** to this Agreement identifies the Federal resources awarded through the Department by this Agreement. In determining Federal awards expended in a fiscal year, the Recipient must consider all sources of Federal awards, including Federal award resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503, as amended. An audit of the Recipient conducted by the State of

Florida Auditor General in accordance with the provisions of 2 CFR §200.514, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR §§200.508-512, as amended.

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

iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

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

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

vi. As a condition of receiving this Federal award, the Recipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department at the following address:

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

The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

viii. Any reports or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, Florida Statutes, and Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

ix. The Recipient, when submitted financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department. The Recipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation and the Comptroller General of the United States, or their designees.

d. The Recipient shall permit, and shall require its contractors to permit, the Department's and FHWA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

10. Termination and Suspension.

a. Generally. If: (i) the Recipient abandons or, before the end of the state fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Recipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Recipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Recipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR Part 200.

b. Actions Upon Termination or Suspension. Upon receipt of any final termination or suspension notice from the Department, the Recipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Recipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Recipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

11. Contracts of the Recipient.

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

b. Consultant Services. The Recipient acknowledges and agrees that any Project consultant contract for engineering, architecture or surveying services must be procured in compliance with the provisions of Chapter 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, and the federal Brooks Act, 23 CFR 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all applicable project agreements funded under this Agreement. In all cases, the Recipient's attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. Compliance with Federal Requirements. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of federal-aid funds. The Recipient shall comply with and include the applicable provisions described in Appendix II to 2 CFR Part 200 — Contract Provisions for non-Federal Entity Contracts Under Federal Awards — in each contract it enters into for the Project.

d. Preference for State Residents. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Sections 255.099(1) and 255.0991, Florida Statutes. However, for all Project work eligible for reimbursement with the federally funded subaward under this Agreement, this paragraph may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

e. Force Account Work, Indirect Costs.

☒ If this box is checked, the Recipient is permitted to utilize its own forces in performing the Project. If the Recipient proceeds with any phase of the Project utilizing its own forces, the Recipient will only be reimbursed for direct costs (this excludes general overhead).

☐ If this box is checked, the Recipient will seek reimbursement for indirect program expenses allowable under 2 CFR Par 200(select one):

- ☐ The Recipient has elected to seek reimbursement from the Department for actual indirect expenses (no rate).

☐ The Recipient has elected to apply a de minimis rate of 10% of modified total direct costs in the manner described in 2 CFR 200.414. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Recipient chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.]

☐ The Recipient has elected to apply a federally approved indirect cost rate based on a federally approved rate agreement.

f. Claims and Requests for Additional Work. The Recipient shall have sole responsibility for resolving claims and requests for additional work for the Project. The Recipient will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

g. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the Recipient to ensure the life, health, and safety of the travelling public, the Recipient must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of the Project's structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in Recipient's project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The Recipient shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

12. Disadvantaged Business Enterprise (DBE) Policy and Obligation. It is the policy of the Department that DBE's, as defined in 49 CFR Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. The Recipient and its contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Design and Construction Standards; Required Approvals. If the Project includes construction the provisions of this section are incorporated into this Agreement. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the provisions of **Exhibit O, Terms and Conditions of Construction**, are incorporated into this Agreement and shall control over any inconsistent provisions in the body of this Agreement.

a. Permits. The Recipient is responsible for obtaining all permits necessary for the Project.

b. Qualified Contractors. The Recipient shall hire a qualified contractor using the Recipient's normal competitive bid procedures, modified as necessary to comply with the requirements of this Agreement, to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department. For projects

located on the Department's right-of-way, the Recipient shall award the contract for construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal law, rules, and regulations. The Recipient shall submit a copy of the bid tally sheet(s) and awarded bid contract to the Department.

c. CEI. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

d. Design. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices and the AASHTO Policy on Geometric Design of Streets and Highways.

e. Consultant Conflicts of Interest. The Recipient shall comply with the Department's current Conflict of Interest Procedure in employing consultants for the Project (currently Department Procedure 375-030-006).

f. Department Plans Review. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit O**. In its sole discretion, the Department may reject designs which it determines do not meet Department standards.

g. Final Plans. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Grant Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. Bonds. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. Performance of Construction Work. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Public Safety. The Recipient is responsible for ensuring the safety of the public during all phases of Project construction. The Recipient and its contractors shall request authority to and take appropriate action to restrict or prohibit travel on any public road when required to protect the traveling public. If the Project is on the State Highway System, the Recipient shall follow Department procedures for road closures. Notwithstanding anything to the contrary in any Department or other governmental procedure, if the Recipient, or its contractors, become aware of circumstances related to the Project that could present an imminent risk of harm to the travelling public, the Recipient shall, and shall require its contractors to, immediately take all appropriate steps to protect the public, including requesting immediate closure of any transportation facility.

k. Completion of Construction. Upon completion of the work authorized by this Agreement, the Recipient shall certify to the Department in writing, that construction of the Project has been completed, or for all Project work that originally required certification by a professional engineer, this notification shall be signed and sealed by a professional engineer, the form of which is attached as **Exhibit I, Final Inspection and Acceptance of Federal Aid Project**. If any deviations are found from the approved plans, the certification shall include a list of all deviations and the justification for each deviation.

l. As-Built Plans. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

14. Use and Maintenance Obligations.

a. Public Use. The Recipient shall use the Project facilities and equipment to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and applicable federal requirements.

b. Maintenance. If the Project includes construction, the provisions of this paragraph are part of this Agreement. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life and in accordance with all federal requirements applicable to the subaward of federal funds under this Agreement. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, the Recipient shall, prior to any payment under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. This provision will survive termination or expiration of this Agreement.

15. Project Property.

a. Federal Requirements. The title, acquisition, use, management, and disposition of all property acquired or constructed with grant funds under this Agreement shall be governed by applicable federal law, rule, and guidance including without limitation, the provisions of 2 CFR Part 200.

b. Tangible Personal Property.

☒ This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

c. Disposal. If the Recipient disposes of any Project facility or equipment, acquired in whole or in part with the federal financial assistance provided under this Agreement, during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Recipient will comply with the terms of 2 CFR Part 200 relating to property management standards. Except as otherwise provided in 2 CFR Part 200, the Recipient agrees to remit to the Department a proportional amount of the proceeds from the disposal of such facility or equipment. Such proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment provided under this Agreement to the total cost of such facility or equipment. Sale of Project property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department. If any portion of the proceeds from the sale to the Recipient are non-cash consideration, reimbursement to the Department shall include a proportional amount based on the value of the non-cash consideration. The Recipient must remit such proportional amount to the Department within ninety (90) days after the official date of disposal. The terms of this

paragraph shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items acquired, construed or installed with the proceeds of the subaward provided under this Agreement, except that the terms of this paragraph shall have unlimited duration with respect to real property acquired with the proceeds of the subaward provided under this Agreement.

16. Restrictions, Prohibitions, Controls, and Labor Provisions. During the performance of this Agreement, the Recipient agrees as follows, and shall require the following provisions to be included in each contract and subcontract entered into pursuant to this Agreement:

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

b. Discriminatory Vendors. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

c. Certificates of Qualification. An entity or affiliate who has had its Department issued certificate of qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor or consultant may not submit a bid or perform work on a contract with the Recipient, including the design, construction or repair of a public building or public work.

d. Code of Conduct. The Recipient has established, and will maintain, a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

e. Debarment and Suspension. The Recipient must comply with the provisions in 2 CFR Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement) and 2 CFR Part 1200 DOT Non-procurement Suspension and Debarment. These provisions restrict federal awards, subaward and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal programs or activities. The Recipient shall not enter into any arrangement to participate in the development or implementation of the Project with any person or entity that is debarred or suspended except as authorized by applicable Federal law and regulations. If required by applicable federal law and regulations, the Recipient will review the U.S. GSA System of Award Management at https://www.sam.gov. The Recipient shall include the requirements of this paragraph in each of its contracts related to the Project and shall require its contractors and consultants to include similar requirements in each of their contracts related to the Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 CFR Part 29, and 2 CFR Part 200 when applicable.

f. Human Trafficking. The Recipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Recipient's contractor agrees that it and its employees that

perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.

g. Unauthorized Aliens. The Department shall consider the employment by the Recipient of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Recipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

h. Contract Work Hours and Safety Standards. Where applicable, all contracts funded under this Agreement in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

i. E-Verify. The Recipient shall:

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

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

iii. Adhere to requirements in section 448.095, Florida Statutes.

17. Indemnification and Insurance.

a. Indemnification. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Recipient shall indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Recipient and persons employed or utilized by the Recipient in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or Recipient's sovereign immunity, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. This indemnification shall survive the termination of this Agreement.

b. Recipient Contracts. Recipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

"To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify, defend, and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers

and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity. Nor shall the same be construed to constitute agreement by Recipient's contractor/subconsultant to indemnify the Recipient for the negligent acts or omissions of the Recipient, its officers, agents, or employees, or for the acts of third parties. Nor shall the same be construed to constitute agreement by Recipient's contractor/subconsultant to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties

This indemnification shall survive the termination of this Agreement."

c. Workers' Compensation. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Recipient shall ensure that its contractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), the Recipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

d. General Liability. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

e. Railroad Protective Liability. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above.

Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

f. Utilities. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

18. General Federal Requirements. The Recipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.

a. Governing Regulations. In performing the Project, the Recipient agrees to comply with all applicable requirements of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." If applicable to the award of funds to the Recipient pursuant to this Agreement, the Recipient will comply with all applicable requirements of the current Federal Transit Administration Master Agreement. The Recipient certifies that its procurement system complies with the requirements of this paragraph. The Recipient agrees to include adequate provisions to ensure compliance with applicable federal requirements in each lower tier third party contract financed in whole or in part with financial assistance under this Agreement including all applicable provisions of this Agreement

b. Equal Employment Opportunity. No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this Agreement, or any project, program, or activity that receives or benefits from this Agreement. The Recipient agrees to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, herein incorporated by reference. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

In connection with the carrying out of the Project, the Recipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Recipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

c. Title VI - Civil Rights Act of 1964. Execution of this Agreement constitutes a certification that the Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), and the regulations of the Federal Department of Transportation issued thereunder. The Recipient shall include the attached **Exhibit C**, Title VI Assurances, in all contracts with consultants and contractors performing work on the Project.

d. Title VIII - Civil Rights Act of 1968. Execution of this Agreement constitutes a certification that the Recipient will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

e. Americans with Disabilities Act of 1990 (ADA). Execution of this Agreement constitutes a certification that the Recipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Recipient pursuant thereto.

f. Federal Financial Assistance Policy to Ban Text Messaging While Driving. As used in this paragraph:

"Driving" - Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"Text messaging" - means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

This section implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

The Recipient should-

Adopt and enforce policies that ban text messaging while driving- (i) Recipient-owned or -rented vehicles or government-owned vehicles; or (ii) Privately-owned vehicles when on official government business or when performing any work for or on behalf of the government.

Conduct initiatives in a manner commensurate with the Recipient's size, such as- (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

Sub-agreements/sub-contracts. The Recipient shall insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that exceed the Federal Highway Administration micro-purchase threshold.

g. Integrity Certification. By signing this Agreement, the Recipient certifies that neither it nor its participants is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Recipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Recipient shall provide to the Department immediate written notice if at any time the Recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

h. Ownership of Data and Creative Material. The ownership of material, discoveries, inventions and results developed, produced, or discovered by this Agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property.

i. Certification of Restrictions on Lobbying Disclosure. The Recipient certifies to the best of its knowledge and belief that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person or organization for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

The Recipient acknowledges that the certifications made in this section are material representations of fact upon which the Department is relying in entering into this Agreement.

The Recipient shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

j. Buy America. The Recipient agrees to comply and require its consultants and contractors to comply with all applicable standards, orders, and regulations issued pursuant to the Buy America Act regarding the use of steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. The Recipient shall ensure that all manufacturing processes for this material occur in the United States.

k. Federal Certification and Assurances; Execution and Incorporation. The Recipient agrees to comply with and to certify compliance with all current federally required certifications and assurances for the grant program under which the federally funded subaward provided by this Agreement is made.

l. Environmental Regulations. Execution of this Agreement constitutes a certification by the Recipient that the Project will be carried out in accordance with all applicable environmental regulations including the securing of any applicable permits. The Recipient will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith. Without limiting the generality of the foregoing, in connection with the Project, the Recipient will not use any facilities that are in violation of the Clean Air Act or the Federal Water Pollution Control Act, will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities”, will report the use of prohibited facilities to the Federal Transit Administration and the Regional U.S. EPA Office, and shall comply with Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and other requirements of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 - 7671q, and the requirements of the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 – 1377.

m. Performance Evaluations (2 CFR 200.331). Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the monitoring and risk process. Evaluations are submitted to the Recipient’s person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after project close out.

19. Miscellaneous Provisions.

a. Compliance with Conditions and Laws. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

b. Compliance with Public Records Laws. The Recipient agrees to comply with all provisions provided in Chapter 119 Florida Statutes. If the Recipient receives a public records request concerning its work undertaken pursuant to this Agreement, the Recipient must take appropriate action as required by Chapter 119, Florida Statutes. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Recipient, contractor, sub-contractor, or materials vendor to comply with the provisions of Chapter 119, Florida Statutes.

c. Prohibited Interests. The Recipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Recipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

i. "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.

ii. The Recipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Recipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Recipient.

iii. The provisions of this subsection shall not be applicable to any agreement between the Recipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Recipient and an agency of state government.

d. Interest of Members of, or Delegates to, Congress or Legislature. No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

e. Department Not Obligated to Third Parties. The Department shall not be obligated or liable under this Agreement to any party other than the Recipient. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

f. Relationship of Parties. The Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

g. When Rights and Remedies Not Waived. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Recipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

h. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

i. Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained in this Agreement, unless the omission of the invalid or unenforceable provision would cause this Agreement to violate any applicable law or fail its fundamental purpose.

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

k. Notices. Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following addresses:

Contact Names and Addresses:

Recipient: Monroe County Planning & Environment Resources Department
Address: 2798 Overseas Highway, Suite 400

Marathon , Florida 33050
Contact Name: Emily Schemper
Contact Telephone: 305-453-8772

Florida Department of Transportation
Address: Planning & Environmental Management Office
District 6, Adam Leigh Cann Building
1000 NW 111th Ave
MIami , Florida 33172
Contact Name: Kenneth Jeffries
Contact Telephone: 305-470-5445

l. Agreement Format. All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

m. JURY TRIAL WAIVER. THE BORROWER AND THE DEPARTMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

n. Execution of Agreement. This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

o. State Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

p. Inspector General Cooperation. The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

q. Agreement not Assignable. The Recipient may not assign any of its rights or obligations under this Agreement.

r. Amendments. This Agreement may not be amended, except by a writing signed by both Parties.

20. Exhibits.

a. Exhibits "A", **"B"**, **"C", "D"**, **"E"** and **"F"** are attached to and incorporated into this Agreement.

b. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

c. ☐ For project phases including but not limited to Phase 58 (construction), equipment installation activities, or force account work completed by a railroad or utility, **Exhibit "I"**, Final Inspection and Acceptance of Federal-Aid Project, is attached and incorporated into this Agreement.

d. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

e. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

f. Exhibits and Attachment.
Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
*Exhibit H: Alternative Advance Payment Financial Provisions
*Exhibit I: Final Inspection and Acceptance of Federal-Aid Project
*Exhibit O: Terms & Conditions of Construction in Department Right of Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

[signatures on following page]

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

RECIPIENT Monroe County

By: _____
Name: _____
Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: Daniel Iglesias, P.E.
Title: Director of Transportation Development, District 6

Legal Review:

_____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
CHRISTINE LIMBERT-BARROWS
SR. ASSISTANT COUNTY ATTORNEY
DATE: 3/6/25

ATTEST: KEVIN MADOK, CLERK

By_____
AS DEPUTY CLERK

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

A. Project Description: Monroe County Long Range Transportation Plan

B. Project Scope:

Task 1. Transportation Planning Consultant Support

The Purpose of this task is to provide funding assistance for the transportation planning consultant to support the Monroe County Transportation Planning Program. This support will provide assistance for general transportation planning and analysis activities. The activities will include short and long range transportation planning, plan updates, planning studies, traffic operational analyses, data collection, technical support, and review of development proposals. The activities may also include bicycle and pedestrian planning and analysis, scenic highway planning, coordination, and designation activities, and other activities necessary to support the transportation planning program of Monroe County.

The Monroe County staff will administer the consultant contract, issue task work orders, review consultant products and progress reports, prepare invoices for the submission to the Department, and participate in transportation planning, analysis, and data collection activities as necessary.

Task 2. Transportation Planning Staff Assistance

The purpose of this task is to provide funding assistance for the transportation planning staff positions to support the Monroe County Transportation Planning program. The transportation planning program will include short and long range transportation planning, plan updates, planning studies, traffic operational analyses, data collection, technical support, and review of development proposals. The activities may also include bicycle and pedestrian planning and analysis, scenic highway planning, coordination, and designation activities, and other activities necessary to support the transportation planning program of Monroe County. The transportation planning staff responsibilities will include all activities necessary to carry out the Transportation Planning program of the County, such as coordination and meeting with the Department on a quarterly basis, and managing the work activities of the consultant.

The transportation planning staff will provide a variety of administrative tasks including, but not limited to the following: administer the consultant contract; participate in the consultant selection process; oversee the transportation planning consultant activities; issue task work orders; review consultant work products; review consultant progress reports, and prepare quarterly reports for the Department; meet with the Department's project manager quarterly; prepare invoices for submission to the Department (in a Department approved format); and generally manage the transportation planning program of the County.

C. Deliverable(s):

- Quarterly progress reports
- Draft and final copies of studies and reports completed by consultant for efforts funded under this agreement

FEDERAL HIGHWAY FUNDS SUBRECIPIENT GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBERS:
Monroe County Planning & Environmental Resources Department 2798 Overseas Highway, Suite 400 Marathon, Florida 33050	252228-3-14-01

A. Fund Type and Fiscal Year:

I. Project Cost: **$600,000.00**

II. Participation:

Maximum Federal Participation in this Agreement		**$525,000.00**
FHWA SA (Fiscal Year 2025)	$262,500.00	
FHWA SA (Fiscal Year 2026)	$262,500.00	
Maximum County Participation in this Agreement		**$75,000.00**
Monroe County LF (Fiscal Year 2025)	$ 37,500.00	
Monroe County LF (Fiscal Year 2026)	$ 37,500.00	
Total Project Cost		**$600,000.00**

The recipient may distribute funds between Tasks 1 and 2 as needed to effectively complete the project. All transportation planning activities will be documented in the quarterly progress report to the Department.

Eligible Tasks*	FY 2025	FY 2026	Total Cost
Task 1			
Consultant Fees	$50,000.00	$50,000.00	$100,000.00
Unanticipated Cost for Transportation Issues	$50,000.00	$50,000.00	$100,000.00
Task 2			
Transportation Planning Manager	$100,000.00	$100,000.00	$200,000.00
Growth Management Transportation Planner	$100,000.00	$100,000.00	$200,000.00
Total Project Costs Eligible for Reimbursement by the Department	$262,500.00	$262,500.00	$525,000.00
Total Monroe County Contribution	$37,500.00	$37,500.00	$75,000.00
Grand Total	$300,000.00	$300,000.00	$600,000.00

***Eligible tasks amounts are estimates and can be shifted between items without amendment to the Agreement**

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

District Grant Manager Name

Signature Date

EXHIBIT C

TITLE VI ASSURANCES

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

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

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

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

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

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

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

a. withholding of payments to the contractor under the contract until the contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

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

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

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

FEDERAL HIGHWAY FUNDS SUBRECIPIENT GRANT AGREEMENT

EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	**https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1**
Award Amount:	**$525,000.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1

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

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

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

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

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

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

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: J2
2023-3829

BULK ITEM: Yes **DEPARTMENT:** Building and Permitting

TIME APPROXIMATE: **STAFF CONTACT:** Kelly Dugan

AGENDA ITEM WORDING: Approval to advertise a Public Hearing to consider adoption of an Ordinance adopting amendments to Chapter 6 - Buildings and Construction, Article III - Construction Industry, to update the membership requirements and duties of the Contractors Examining Board, to update the procedure for disciplinary proceedings, to update the legal representation to the Contractors Examining Board, and to update penalties and establish a schedule of penalties on May 21, 2025, at 9 am or as soon thereafter as may be heard.

ITEM BACKGROUND:

The Board of County Commissioners (BOCC) has designated the Contractors Examining Board (CEB) as the local enforcement body for licensed and unlicensed contractors, as authorized by Sections 489.131 and 489.531, Florida Statutes. The CEB has reviewed the current penalties and has issued a recommendation to increase the maximum penalty for unlicensed contracting as permitted under state law. The CEB has also recommended eliminating the requirement for two alternate members who have previously served as regular members due to the difficulty in filling those positions.

Monroe County Code (MCC) Chapter 6, Article III also requires updates to ensure that language and regulations are consistent throughout the article, and to clarify that the County shall provide an independent outside counsel to the CEB.

The CEB conducts disciplinary proceedings pursuant to MCC Section 6-201. This ordinance will establish that certain violations of Monroe County Code will require a disciplinary proceeding pursuant to Section 6-201 and authorize the designated code enforcement inspectors to issue a Notice to Appear for a disciplinary proceeding before the CEB.

Section 489.127(5), Florida Statutes, grants local governments the authority to enact an ordinance establishing a schedule of penalties against unlicensed contractors to be assessed by a designated code

enforcement officer, with a maximum civil penalty of $2,000. Monroe County Code currently allows a maximum civil penalty of $500, and does not contain a schedule of penalties specific to enforcement of the provisions of Chapter 6, Article III. This ordinance will establish a schedule of penalties for violations of Chapter 6, Article III, including increased penalties for unlicensed contracting.

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Business Impact Estimate CEB ordinance.pdf
Ordinance ___-2025 CEB update.pdf

FINANCIAL IMPACT:
Expiration Date: N/A Total Dollar
Value of Contract: N/A
Total Cost to County: Cost to advertise
Current Year Portion:
Budgeted: N/A
Source of Funds:
CPI:
Indirect Costs:
Estimated Ongoing Costs Not Included in above dollar amounts:
Revenue Producing: If yes, amount:
Grant: N/A
County Match: N/A
Insurance Required: Insurance is not required to advertise but will be required for the actual programming.
Additional Details:

BUSINESS IMPACT ESTIMATE[1]

Meeting Date: May 21, 2025

Proposed Ordinance Title/Reference:
AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS ADOPTING AMENDMENTS TO CHAPTER 6 – BUILDINGS AND CONSTRUCTION, ARTICLE III – CONSTRUCTION INDUSTRY, TO UPDATE THE MEMBERSHIP REQUIREMENTS AND DUTIES OF THE CONTRACTORS EXAMINING BOARD, TO UPDATE THE PROCEDURE FOR DISCIPLINARY PROCEEDINGS, TO UPDATE THE LEGAL REPRESENTATION TO THE CONTRACTORS EXAMINING BOARD, AND TO UPDATE PENALTIES AND ESTABLISH A SCHEDULE OF PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF COMMUNITY AFFAIRS AND THE SECRETARY OF STATE; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE

The Proposed Ordinance ☐ does ☒ does not fall under one of the following enumerated exceptions:[2]

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the county government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Summary of Proposed Ordinance and Statement of Public Purpose to be Served:
The proposed ordinance does not impact private, for-profit businesses and has a positive impact on the legal Construction Industry (legal meaning licensed businesses)
Note: It will only impact a business if it is violating state or local law.

[1] Business impact statement must be posted on the county's website no later than the date the notice of proposed enactment is published.

[2] F.S. 125.66(3)(c)(2023)

Estimate of Direct Economic Impact on Private/For Profit Businesses:

a. Estimate of Direct Business Compliance Costs: No direct economic impact on private, for-profit businesses. No direct compliance cost unless found to be violating state or local law.

b. New Charges/Fees on Businesses Impacted: No new fees or charges on businesses are proposed.

c. Estimate of Regulatory Costs: There will be no anticipated impact on the County with respect to the staff and resources to implement the proposed Ordinance.

Good Faith Estimate of Number of Businesses Likely Impacted: No businesses are likely to be impacted by the proposed Ordinance.

Any Additional Information:

No additional information is applicable.

MONROE COUNTY, FLORIDA
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
ORDINANCE NO. ____ - 2025

AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS ADOPTING AMENDMENTS TO CHAPTER 6 – BUILDINGS AND CONSTRUCTION, ARTICLE III – CONSTRUCTION INDUSTRY, TO UPDATE THE MEMBERSHIP REQUIREMENTS AND DUTIES OF THE CONTRACTORS EXAMINING BOARD, TO UPDATE THE PROCEDURE FOR DISCIPLINARY PROCEEDINGS, TO UPDATE THE LEGAL REPRESENTATION TO THE CONTRACTORS EXAMINING BOARD, AND TO UPDATE PENALTIES AND ESTABLISH A SCHEDULE OF PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF COMMUNITY AFFAIRS AND THE SECRETARY OF STATE; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners (BOCC) has designated the Contractors Examining Board (CEB) as the local enforcement body for licensed and unlicensed contractors, as authorized by Sections 489.131 and 489.531, Florida Statutes; and

WHEREAS, the Contractors Examining Board has reviewed the current penalties and has issued a recommendation to increase the maximum penalty for unlicensed contracting as permitted under state law; and

WHEREAS, the Contractors Examining Board has recommended eliminating the requirement for two alternate members who have previously served as regular members due to the difficulty in filling those positions; and

WHEREAS, the BOCC seeks to update Monroe County Code (MCC) Chapter 6, Article III to ensure that language and regulations are consistent throughout the article; and

WHEREAS, the Contractors Examining Board conducts disciplinary proceedings pursuant to MCC Section 6-201 and the BOCC seeks to require that certain violations of Monroe County Code will require a disciplinary proceeding pursuant to Section 6-201; and

WHEREAS, the BOCC seeks to clarify that the county attorney, or his designee, shall provide legal counsel to the building official and Monroe County staff, and the County shall provide independent outside counsel to provide legal counsel to the CEB; and

WHEREAS, the BOCC seeks to eliminate the requirement for two alternate members who have previously served as regular members of the CEB due to the challenges in meeting the requirements and filling those positions; and

WHEREAS, Monroe County Code authorizes code enforcement inspectors, acting under the authority of MCC Chapter 8, to enforce the provisions of Chapter 6, Article III. The BOCC seeks to grant these code enforcement inspectors the authority to issue a Notice to Appear for a disciplinary proceeding pursuant to Section 6-201 as updated herein, as well as issue citations; and

WHEREAS, Section 489.127(5), Florida Statutes, grants local governments the authority to enact an ordinance establishing a schedule of penalties against unlicensed contractors to be assessed by a designated code enforcement officer, with a maximum civil penalty of $2,000; and

WHEREAS, Monroe County Code currently allows a maximum civil penalty of $500, and does not contain a schedule of penalties specific to enforcement of the provisions of Chapter 6, Article III; and

WHEREAS, the BOCC recognizes the detrimental impact of unlicensed contracting on property owners and properly licensed contractors; and

WHEREAS, the BOCC recognizes the benefit of a schedule of penalties to provide notice to violators and prevent arbitrary enforcement; and

WHEREAS, the BOCC seeks to establish a schedule of penalties for violations of Chapter 6, Article III, including increased penalties for unlicensed contracting.

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

Section 1. – Recitals and Legislative Intent. The foregoing recitals, findings of fact, statements of legislative intent, and conclusions of law are true and correct and are hereby incorporated as if fully stated herein.

Section 2. – Amendment. Chapter 6, Article III, of the Code of Ordinances of Monroe County is hereby amended as follows (deletions are stricken through; additions are underlined):

Sec. 6-201. - Disciplinary proceedings.

(a) The secretary of the contractors examining board ~~may, upon his own motion, or~~ shall, upon finding probable cause to believe that an alleged violation has occurred, issue a Notice to Appear to the contractor and issue subpoenas to any witnesses to appear before the contractors examining board and answer the charges, if: ~~upon a sworn complaint in writing of any person, investigate or cause to be investigated by a special investigator appointed by the board, the charges against any unlicensed contractor or any licensed contractor qualified hereunder, and, upon finding probable cause to believe that an alleged violation did occur, issue subpoenas to the contractor and any witnesses to appear before the examining board and answer charges.~~

(1) A sworn complaint in writing has been submitted to the secretary of the contractors examining board by any person, which shall be investigated by the secretary or his designee; or

(2) Probable cause has been found to believe the contractor violated any of the following sections: 6-32, 6-202(2), 6-202(3), 6-202(4), 6-202(6), 6-202(7), 6-202(10).

~~If a qualified contractor fails to keep in force the insurance policy required in this article, the secretary of the board shall immediately suspend the local certificate of competency and report the matter to the examining board for revocation action. All disciplinary actions under this article shall be initiated within four years of the occurrence of the event complained of or be forever barred.~~

(b) All disciplinary actions under this article shall be initiated within four years of the occurrence of the event complained of or be forever barred.

(c) ~~(b)~~ The secretary shall send, by registered mail, a ~~subpoena~~ Notice to Appear to the contractor at his last known address, as shown by the board's records, setting out the name of the complainant (if any), the time of commission of the alleged offense, and the section of this article alleged to be violated, and notifying the contractor to appear before the board to answer the charges, or waive his right to appear before the board, at a time and place fixed, not sooner than 20 days from the mailing of the ~~registered letter~~ Notice to Appear and, in the case of a licensed contractor, to show cause why his certificate of competency should not be suspended or revoked or why his permit-pulling privileges should not be suspended or revoked.

(d) ~~(c)~~ The administrative hearing provided for in this section shall be open to the public.

(1) The proceedings at the hearing shall be recorded and may be transcribed at the expense of the party requesting the transcript. For purposes of administrative hearings only the building official shall present the case before the contractors examining board, and the building official shall designate an employee of his department to act as secretary for the board during the hearing and the subsequent retention of exhibits. The county attorney, or designee, shall ~~provide~~ serve as legal counsel to the ~~contractors examining board~~ building

official and County staff. Independent outside counsel shall be furnished by the County to provide legal counsel to the board. All testimony shall be under oath.

(2) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if the board finds it competent and reliable, regardless of the existence of any common law or statutory rule that might make improper the admission of such evidence. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. Irrelevant and unduly repetitious evidence shall be excluded.

(3) Each party shall have the following rights:

a. To call and examine witnesses;
b. To introduce exhibits;
c. To cross examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination;
d. To impeach any witness, regardless of which party first called him to testify; and
e. To rebut the evidence against him.

(e) ~~(d)~~ A decision shall be made by ~~the examining board by~~ a majority of the contractors examining board within five days after the close of the hearing and delivered to the contractor.

(f) For licensed contractors, the decision shall be one or more of the following:

(1) Not guilty.

(2) Finding of violation; suspension of certificate of competency, stating the ~~time~~ term of suspension.

(3) Finding of violation; revocation of certificate of competency, naming the effective date.

(4) Finding of violation; a letter of reprimand stating the nature of the offense and any action required for correction. A copy of the letter shall also be retained by the Building Department in an active file pertaining to the party for a period of three years. When three years have elapsed with no further disciplinary actions, a letter of reprimand shall be removed from a contractor's active file and placed in an inactive file.

(5) Finding of violation; imposition of an administrative fine not less than the amount set by section 6-270(f) or the amount set forth in the citation, if applicable, but not more than $5,000.00 for each of the charges upon which a certificate holder has been found in violation by the board. This penalty may be imposed separately or in addition to the penalties of suspension, revocation and reprimand authorized in subsections ~~(d)~~(f)(2), ~~(d)~~(f)(3) and ~~(d)~~(f)(4) of this section. The payment of such fines shall be made to the county Building Department within a time specified by the board, but no less than seven days

and no more than 30 days from the date of imposition. If a certificate holder fails to pay the fine as assessed by the board, the certificate of such person or firm shall be administratively suspended until the fine has been paid; and the certificate holder, the department of professional regulation for the state and all municipalities within the county shall be so notified; and a certified copy of the order issuing the fine shall be filed in the public records of the county, thereby creating a lien.

(6) Finding of violation; imposition of restitution.

(7) Finding of violation; imposition of an administrative fee for all costs incurred by the county Building Department, county code compliance department and the county attorney's office in investigating and resolving the complaint that gave rise to the disciplinary proceedings.

(g) ~~(e) A decision shall be made by the examining board by a majority of the board within five days after the close of the hearing and delivered to the contractor.~~ For unlicensed contractors, the decision shall be one or more of the following:

(1) Not guilty.

(2) Finding of violation; imposition of an administrative fine ~~If the enforcement of licensing board or designated special magistrate finds that a violation exists, the enforcement or licensing board or designated special magistrate may order the violator to pay a civil penalty of~~ not less than the amount set by 6-270(f) or the amount set forth in the citation, if applicable, but not more than $2,500.00 per day for each violation. The payment of such fines shall be made to the county Building Department within a time specified by the board, but no less than seven days and no more than 30 days from the date of imposition. In determining the amount of the penalty, the contractors examining board~~enforcement or licensing board or designated special magistrate~~ shall consider the following factors:

a. The gravity of the violations.

b. Any actions taken by the violator to correct the violation.

c. Any previous violations committed by the violator.

(3) Finding of violation; imposition of an administrative fee for all costs incurred by the county Building Department, county code compliance department and the county attorney's office in investigating and resolving the complaint that gave rise to the disciplinary proceedings.

(4) Finding of violation; issue an order to cease and desist a violation of any provision of this chapter which relates to the practice of a profession regulated by this board or Building Department or any rule adopted pursuant thereto.

(h) ~~(f)~~ Each day a willful, knowing violation continues shall constitute a separate offense under the provisions of this section.

(i) ~~(g)~~ The decision of the contractors examining board constitutes final administrative action that is subject to judicial review.

(j) ~~(g)~~ Imposition of penalties pursuant to this section shall be based upon consideration of guidelines duly adopted by the contractor's examining board, or upon guidelines established by the state construction industry licensing board.

Sec. 6-263. - Created.

A contractors examining board is hereby created that shall consist of:

(1) One person holding an engineering contractor's license;
(2) One person holding a general/residential/building contractor's license;
(3) One person holding a plumber's contractor's license;
(4) One person holding an electrical contractor's license;
(5) One person holding a mechanical/air conditioning contractor's license;
(6) Or, if a contractor from above disciplines is not found to be available or does not apply then a contractor holding a swimming pool, roofing, marine or fire alarm license;
(7) Also, if a contractor from paragraphs (1) through (5) above is otherwise qualified and that position is already filled, a second board member may be selected holding that contractor's license. A maximum of two board members with the same license shall be permitted;
~~(8) Two persons, holding any of the foregoing qualifications and having previously served as regular members of the contractors examining board shall be designated alternates to serve at any regularly scheduled meeting of the contractors examining board only upon the inability of a quorum to be met in the absence of the alternates; and~~
(8) Three persons who are not and have never been, engaged in any of the occupations for which licensing is required under this chapter and who are not engaged in any related profession;
(9) Allow certified contractors to serve on the contractors examining board so long as the certified contractor has a principle place of business in Monroe County.

Sec. 6-264. - Membership.

(a) The contractors examining board shall consist of eight regular voting members ~~and two alternate voting members~~ appointed by the board of county commissioners. ~~The building official or his designated agent shall serve as secretary to the board and shall have no vote. Legal counsel shall be furnished by the county attorney or his designated representative.~~ The members of the board shall be proportionately representative of the trade related to the subject matter concerned in the examination and qualifications, and professions within and connected with the particular trades concerned shall be represented. The eight regular member composition shall, at all times, include at least one representative from each of the Lower, Middle and Upper Keys of the county. No member of the examining board shall receive any compensation for duties involved.
(b) No officer, director or administrator of a state, county or regional professional or occupational organization or association, while holding such position, shall be eligible to serve as a member of the examining board for the profession or occupation. Each regular member who is a licensed contractor shall have five

years of active participation in his respective field and shall be currently involved as a licensed contractor in that field to qualify for appointment. ~~The alternate member shall be a prior member of the contractors examining board and shall be currently involved as a licensed contractor.~~

(c) The building official or his designee shall serve as secretary to the board and shall have no vote. The county attorney or his designee shall serve as legal counsel to the building official and County staff. Independent outside counsel shall be furnished by the County to provide legal counsel to the board.

Sec. 6-241. - Suspension or revocation; effect.

(a) *Permissive.* The certificate of competency issued by the county to a contractor may be suspended for a fixed term or revoked by the contractors examining board's determination only by a majority vote of the entire board after hearing if the contractor as an individual or the firm by its officers, directors, or qualified representatives has violated any of the provisions of this article.

(b) *Mandatory.* The building official shall administratively suspend a contractor's local certificate of competency for a period of six months upon receipt of sufficient evidence that the contractor has failed to obtain the required building permits prior to starting construction and that such violation is the third such violation by such contractor within the preceding two-year period.

(c) *Insurance coverage.* The building official shall administratively suspend ~~or revoke~~ a contractor's certificate of competency if~~, after hearing,~~ it is found that the contractor: Fails to maintain at all times with an insurance company, authorized to do business in the state, the limits of insurance required by all applicable laws and authorities having jurisdiction over the contractor, and at least the following: workers' compensation insurance or executed exemption; public liability insurance for specialty contractors not subject to F.S. ch. 489, pt. I (F.S. § 489.101 et seq. or F.S. ch. 489, pt. II (F.S. § 489.501 et seq.) in the amount of $100,000.00; and property damage insurance coverage in the amounts of $50,000.00 and to file certificates, signed by the qualified agent of the insured, with the secretary of the contractors examining board showing the type of policy, the policy number, the name of the insurer, the effective date of the policy, an agreement by the insurer to give 30 days' written notice by registered mail to the secretary of the examining board of the intent to cancel the policy for any reason. If the contractor fails to supply full insurance coverage as required by this article within 30 days of suspension, the building official shall refer the matter to the contractors examining board for revocation of the contractor's certificate of competency. The building official may reinstate such suspended or revoked certificate of competency at such time as the contractor again supplies full insurance coverage as required by this article.

(d) *Unlawful disposal of garbage; conviction of a crime.* The contractor's examining board shall suspend or revoke a contractor's certificate of competency if, after hearing, it is found that the contractor:
  (1) Has been convicted of violating the provisions of this Code relating to the unlawful disposal of garbage, rubbish, offal, trash or junk; or
  (2) Has been convicted of a crime and is currently serving a term of imprisonment.

(e) *Effect on license.* The suspension or revocation of a certificate of competency shall automatically suspend or revoke, as the case may be, any business license issued by the county.

Sec. 6-270. - Powers and duties.

(a) The examining board shall be the local construction regulation board, and shall have the following powers:
  (1) To conduct disciplinary proceedings pursuant to section 6-201.
  (2) To hear appeals of citations pursuant to this section.
  (3) ~~(1)~~ To determine if a license or certificate of competency of any local contractor should be suspended or revoked for any violation of this chapter and to fix the length of time for such suspension;
  (4) ~~(2)~~ To call upon members of the industry to advise and assist it;
  (5) ~~(3)~~ To determine if a state certified contractor is guilty of fraud or has willfully violated any of the building codes of the county or has, within the past 12 months, been found by the local construction regulation board of any other county or municipality to be guilty of fraud or a willful building code violation that would have been fraud or a building code violation if committed in the county; and
  (6) ~~(4)~~ To determine if the authority of state certified contractors to obtain a building permit should be revoked, suspended or limited to obtaining permits with specific conditions and to set the terms of suspension or conditions.
  (7) ~~(5)~~ To determine that a licensee, certificateholder, or registrant licensed under Chapter 455, Chapter 471, Chapter 481 and Chapter 489, has committed a material violation of the Florida B~~b~~uilding C~~c~~ode and failed to correct the violation in a reasonable time. In such case a fine may be imposed in an amount not less than $500.00 and no more than $5,000.00 per violation. The violation may be disputed as set forth in F.S. § 553.781 (2)(b). For purposes of this section, a material code violation is a violation that exists within a completed building, structure, or facility which may reasonably result, or has resulted, in physical harm to a person or significant damage to the performance of a building or its systems. Except when the fine is abated as provided in F.S. § 553.781 (2)(b), failure to pay the fine within 30 days shall result in a suspension of the licensee's, certificate holder's, or registrant's ability to obtain permits within this state until such time as the fine is paid.

(b) When the board has reason to believe that any person not licensed by the board or building official has violated any provision of this chapter which relates to the practice of a profession regulated by this board or Building Department or any rule adopted pursuant thereto, the board or the building official may issue and deliver to such person a notice to cease and desist from such violation. In addition, the board or the building official may issue and deliver a notice ~~of~~ to cease and desist to any person who aids and abets the unlicensed practice of a profession and/or contracts with such unlicensed person.

(c) ~~(1)~~ Code enforcement inspectors acting under the authority of chapter 8 are hereby designated to enforce the provisions of this article.

(d) Code enforcement inspectors acting under the authority of chapter 8 are hereby designated to issue, with approval of the secretary of the contractors examining board, Notices to Appear pursuant to section 6-201.

(e) ~~(2)~~ Except as otherwise stated in this section, c~~C~~ode enforcement inspectors ~~as designated in this subsection~~ may issue a citation for any violation of this article whenever, based upon personal investigation, the code enforcement ~~officer~~ inspector has reasonable and probable grounds to believe that such a violation has occurred. The citation form shall be prescribed by resolution of the board of county commissioners and shall contain the following information:

a. The time and date of issuance.
b. The name and address of the person to whom the citation is issued.
c. The time and date of violation.
d. A brief description of the violation and the facts constituting reasonable cause.
e. The name of the code enforcement ~~officer~~ inspector.
f. The procedure for the person to follow in order to:
    1. Pay the civil penalty or contest the citation for violations; or
    2. Appear before the contractors examining board to answer a summons.
g. The applicable civil penalty if the person elects not to contest the citation.

(f) Schedule of civil penalties. The following table shows the sections of this article, as they may be amended from time to time, which may be enforced pursuant to the provisions of this article, and the dollar amount of the civil penalty for the violation of these sections. The "descriptions of violations" below are for informational purposes only and are not meant to limit the nature of the violations or the subject matter of the listed sections of this code, except to the extent that different types of violations of the same section may carry different penalties. To determine the exact nature of any activity proscribed, the relevant section must be examined. For the purposes of this section, "life safety risk" means any condition that creates a present or imminent danger to life, property, health, or public safety, as determined by the building official or his designee.

Code Section	Description of Violation	Civil Penalty
6-77	Unlicensed Contractor, Certificate of Competency Required – Life Safety Risk	$2,000
6-77	Unlicensed Contractor, Certificate of Competency Required – No Life Safety Risk	$1,500
6-202(1)	Unlicensed Contractor, Work outside scope of operation	$1,500
6-202(5)	Violation of building, safety, health, insurance or workmen's compensation laws	$500
6-202(8)	Unlicensed Contractor, Assist in engaging in unlicensed contracting	$1,500
6-202(9)	Unlicensed Contractor, Allow unlicensed contractor to use certificate/registration	$1,500
6-202(11)(a)	Violate any county ordinance concerned with building/construction standards or contracting	$500
6-202(11)(b)	Violate any state statute concerned with building/construction standards or contracting	$500
6-234(a)	Advertisement by unlicensed contractor	$500
6-234(b)	Failure to identify vehicle(s) used in furtherance of contracting business	$500
6-234(c)	Failure to include certificate of competency number in advertisement	$500

(g) ~~(c)~~ A citation for a repeat violation shall require appearance before the contractors examining board for a disciplinary proceeding under section 6-201. A repeat

violation is a violation after the imposition of a fine or civil penalty or other disciplinary action for another violation. A violation shall be considered a repeat violation:

(1) Regardless of the chronological relationship of the acts underlying the various disciplinary actions; and

(2) Regardless of whether the violations in the present and prior disciplinary actions are of the same or different provisions of this chapter.

(3) Repeat violations of unlicensed activity may be referred to the state attorney's office for criminal prosecution by motion of the contractors examining board.

(h) Violations of 6-32, 6-202(2), 6-202(3), 6-202(4), 6-202(6), 6-202(7) 6-202(10) shall result in a Notice to Appear before the contractors examining board pursuant to section 6-201(a)(2).

(i) ~~(d)~~ Any party receiving a ~~monetary~~ citation may appeal to the contractors examining board by filing a notice for appeal with the contractor license coordinator within ten days of a citation, exclusive of weekends and legal holidays.

(j) ~~(e)~~ The contractors examining board may impose a fine and shall impose an administrative fee pursuant to the provisions of sections 6-201~~(d)~~(f)(7) and 6-201~~(e)~~(g)(3) or this section for any violations of this chapter upon a finding of violation. Upon a finding that such violation has occurred, the board shall deny the appeal, make a finding of violation and impose a fine in an amount not less than the amount of the civil penalty listed in the citation and no more than the amount of the fine authorized under this chapter and shall assess an administrative fee. The board, at its discretion, may reduce the amount of the fine or civil penalty but not the administrative fee upon a finding of mitigating circumstances.

(k) ~~(f)~~ The act for which the citation is issued shall be ceased immediately upon receipt of the citation. The person charged with the violation in a monetary citation shall correct the violation and pay the fine in the manner indicated on the citation unless an appeal is filed by the person charged.

(l) ~~(g)~~ If the fine is not paid within the time period required on the citation or ordered by the board upon appeal, the board's secretary shall cause a notice of lien to be filed in the official records of the county. The lien shall run against any real or personal property the violator may own. The lien may be foreclosed in accordance with Florida Statutes.

(m)~~(h)~~ Upon any final judgment foreclosing such lien, the court shall award to the county all costs as a result of this violation, including investigation costs, filing fees, court costs, and reasonable attorney's fees.

(n) ~~(i)~~ In addition to or in lieu of any other remedies provided in this section, the county may seek the imposition of injunctive relief and/or a civil penalty through the circuit court for any violation. The civil penalty shall be no less than $500.00 and no more than $5,000.00 for each offense. The court may award to the county all costs as a result of this violation, including investigation costs, filing fees, court costs, and reasonable attorney's fees.

(o) ~~(j)~~ This article constitutes the exclusive statement of the board's authority and jurisdiction, and does not confer any powers not specifically granted.

Section 3. – Construction. The interpretation of this ordinance, and all provisions of the Monroe County Codes, Comprehensive Plan, floodplain management regulations, and Florida Building Code whose interpretation arises out of, relates to, or are interpreted in connection with this ordinance, these being necessary for the health, safety, and welfare of the residents of and visitors to Monroe County, shall be liberally construed to effectuate the public purpose(s) and policy(ies) hereof, and such interpretations shall be construed in favor of the Monroe County BOCC, and such interpretation shall be entitled to great weight in adversarial administrative proceedings, at trial, and on appeal.

Section 4. – Severability, Partial Invalidity, and Survival of Provisions. If any provision of this ordinance, or any section, subsection, or part or portion thereof, is held to be invalid or unenforceable by any administrative hearing officer or court of competent jurisdiction, the invalidity or unenforceability of such provision, or any part or portion thereof, shall neither limit nor impair the operation, enforceability, or validity of any other provision of this ordinance, or any remaining section(s), subsection(s), part(s), or portion(s) thereof. All other provisions thereof shall continue unimpaired in full force and effect.

Section 5. – Repeal of Inconsistent Provisions. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict herein. Such repeal shall not repeal the repealing clause of such ordinance or revive any ordinance which has been repealed hereby.

Section 6. – Captions and Paragraph Headings. Captions and paragraph headings, where used herein, are inserted for convenience only and are not intended to descriptively limit the scope and intent of the particular paragraph or text to which they refer.

Section 7. – Inclusion in the Monroe County Code of Ordinances. The provisions of this ordinance shall be included and incorporated into the Code of Ordinances of Monroe County, Florida, and shall be numbered to conform with the uniform numbering system of the Code.

Section 8. – Effective Date. This ordinance shall be filed in the Office of the Secretary of the State of Florida and shall become effective as provided by law.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting held on the 21st day of May, 2025.

Mayor James K. Scholl	_____
Mayor *pro tem* Michelle Lincoln	_____
Commissioner Craig Cates	_____
Commissioner David Rice	_____
Commissioner Holly Merrill Raschein	_____

(SEAL)
Attest: KEVIN MADOK, Clerk

By: _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

3/31/25
_____
KELLY DUGAN
ASSISTANT COUNTY ATTORNEY

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: J3
2023-3836

BULK ITEM: Yes **DEPARTMENT:** Planning & Environmental Resources

TIME APPROXIMATE: **STAFF CONTACT:** Emily Schemper

AGENDA ITEM WORDING:

A Resolution of the Monroe County Board Of County Commissioners Approving an Extension of the Existing Reservation of Ten (10) Moderate-Income Affordable Housing ROGO Allocations, as Requested by Abit Holdings, LLC, for Proposed Affordable Housing Dwelling Units at 103925, 103935, 103945, 103955, and 103965 Overseas Highway, Key Largo, Monroe County, Florida, Currently Having Property Identification Numbers 00475240-000000, 00475250-000000, 00475260-000000, 00475270-000000, and 00475280-000000 Until February 13, 2026, for Building Permit Issuance.

ITEM BACKGROUND:

Abit Holdings LLC ("the Applicant") has requested an extension of the reservation of ten (10) moderate income affordable ROGO allocations pursuant to Monroe County Land Development Code ("LDC") Section 138-24(b)(2), for property located at 103925, 103935, 103945, 103955, and 103965 Overseas Highway, Key Largo, Monroe County, Florida, Currently Having Property Identification Numbers 00475240-000000, 00475250-000000, 00475260-000000, 00475270-000000, and 00475280-000000 until February 13, 2026. The Applicant would be required to obtain all necessary development approvals from Monroe County and all applicable state and federal regulatory and other governmental requirements by this date.

On December 13, 2023, the BOCC approved Resolution No. 644-2023, which reserved ten (10) affordable housing allocations on the subject property for one year (through December 13, 2024). On May 20, 2024, the BOCC adopted ordinances amending the Future Land Use Map and Land Use District map for the subject property to Mixed Use/Commercial and Suburban Commercial, respectively.

Abit Holdings, LLC, submitted applications for a Planning Commission Variance and for a Minor Conditional Use Permit on May 31, 2024. On September 18, 2024, revised plans to the applications were submitted. Both applications are under currently under review and pending public

meetings/hearings necessary for consideration of approval. The Applicant is requesting an extension of the reservation of ten (10) moderate income affordable ROGO allocations in order to complete the process for development approval and obtain building permits.

On October 16, 2024, the BOCC approved Resolution No. 431-2024, which extended reservation of ten (10) affordable housing allocations on the subject property through May 13, 2025.

Per Section 138-24(b)(2), the BOCC may reserve affordable ROGO allocations for s*pecific affordable or employee housing projects...receiving some form of direct financial assistance from the county upon written request from the project sponsor and approved by resolution of the BOCC.*

Per the Application: *The basis of the reservation request would be under section 138-24 b(2), by receiving direct financial assistance from the county. Specifically, in the form of a request to waive the fees for the application of a minor conditional use permit to allow ten affordable housing units on the project parcel.*

The proposed development would also qualify for financial assistance from the County through a waiver of impact fees, and would be eligible to request a waiver of building permit fees as well.

Monroe County Land Development Code Section 138-24:
(b) Reservation of affordable housing allocations. Notwithstanding the provisions of Section 138-26 for awarding of affordable housing allocations, the BOCC may reserve by resolution some or all of the available affordable housing allocations for award to certain sponsoring agencies or specific housing programs consistent with all other requirements of this chapter. Building permits for these reserved allocations shall be picked up within six months of the effective reservation date, unless otherwise authorized by the BOCC in its resolution. The BOCC may, at its discretion, place conditions on any reservation as it deems appropriate. These reservations may be authorized by the BOCC for:
(1) The county housing authority, nonprofit community development organizations, pursuant to Section 139-1(e), and other public entities established to provide affordable housing by entering into a memorandum of understanding with one or more of these agencies;
(2) Specific affordable or employee housing projects participating in a federal/state housing financial assistance or tax credit program or receiving some form of direct financial assistance from the county upon written request from the project sponsor and approved by resolution of the BOCC;
(3) Specific affordable or employee housing projects sponsored by nongovernmental not-for-profit organizations above upon written request from the project sponsor and approved by resolution of the BOCC;
(4) Specific affordable or employee housing programs sponsored by the county pursuant to procedures and guidelines as may be established from time to time by the BOCC;
(5) Specific affordable or employee housing projects by any entity, organization, or person, contingent upon transfer of ownership of the underlying land for the affordable housing project to the county, a not-for-profit community development organization, or any other entity approved by the BOCC, upon written request from the project sponsor and approved by resolution of the BOCC; or
(6) Rental employee housing projects situated on the same parcel of land as the nonresidential workplace for the tenants of these projects, upon written request from the property owner and approved by resolution of the BOCC.

PREVIOUS RELEVANT BOCC ACTION:

On December 13, 2023, BOCC approved Resolution No. 643-2023 to transmit Ordinance amending the Monroe County Future Land Use Map from Residential Medium to Mixed Use/Commercial.

On December 13, 2023, BOCC approved Resolution No. 644-2023 for the reservation of ten (10) affordable housing allocations.

On March 20, 2024, BOCC approved Ordinance 006-2024 amending the Monroe County Future Land Use Map from Residential Medium to Mixed Use/Commercial.

On March 20, 2024, BOCC approved Ordinance 007-2024 amending the Monroe County Land Use Map from Improved Subdivision to Suburban Commercial.

On October 16, 2024, BOCC approved Resolution No. 431-2024 extending the reservation of ten (10) affordable housing allocations through May 13, 2025.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Professional staff recommend approval.

DOCUMENTATION:

RESO_00475240-00475280_BOCC_April_2025 (Final).pdf
Reservation Extension Request 03.08.2025
BOCC Resolution 644-2023
BOCC Resolution 431-2024

FINANCIAL IMPACT:
N/A

RESOLUTION NO. _____-2025

A RESOLUTION OF THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING THE EXTENSION OF THE RESERVATION OF TEN (10) MODERATE INCOME CATEGORY AFFORDABLE ROGO ALLOCATIONS FOR PROPOSED AFFORDABLE HOUSING DWELLING UNITS ON PROPERTY LOCATED AT 103925, 103935, 103945, 103955, 103965 OVERSEAS HIGHWAY, KEY LARGO, MONROE COUNTY, FLORIDA, ON LOTS 9-13, BLOCK 7, LARGO SOUND VILLAGE, KEY LARGO, APPROXIMATE MILE MARKER 104, CURRENTLY HAVING PROPERTY IDENTIFICATION NUMBERS 00475240-000000, 00475250-000000, 00475260-000000, 00475270-000000, AND 00475280-000000, AS REQUESTED BY ABIT HOLDINGS, LLC., AS PROPERTY OWNER, UNTIL FEBRUARY 13, 2026, FOR BUILDING PERMIT ISSUANCE.

WHEREAS, the State of Florida and all local governments in the Florida Keys (each subject to Area of Critical State Concern mandates relating to housing affordability) recognize the need for affordable housing throughout the state and particularly in the Florida Keys where developable land for housing is extremely limited and expensive; and

WHEREAS, the challenge of providing affordable housing opportunities in the Florida Keys is one requiring sensible and responsive use of residential unit allocations, including implementation of long-term preservation mechanisms; and

WHEREAS, due consideration should be given to relevant factors such as the capacity for allocation recipients to promptly transform allocation awards/reservations into finished and occupied affordable/workforce housing units; and

WHEREAS, Monroe County Land Development Code ("LDC") Section 138-24(b)(2) allows the BOCC to authorize reservations for "*specific affordable or employee housing projects participating in a federal/state housing financial assistance or tax credit program or receiving some form of direct financial assistance from the county upon written request from the project sponsor and approved by resolution of the Board of County Commissioners*"; and

WHEREAS, on December 13, 2023, the Monroe County Board of County Commissioners ("BOCC", "Board", "Monroe County", or the "County") approved BOCC Resolution No. 644-2023, reserving ten affordable housing allocations on the subject property through December 13, 2024; and

WHEREAS, on October 16, 2024, the Monroe County BOCC approved BOCC Resolution No. 431-2024, reserving ten affordable housing allocations on the subject property through May 13, 2025; and

WHEREAS, Abit Holdings, LLC., is requesting additional time to obtain development approvals for the development of the property with ten (10) affordable housing units; and

WHEREAS, the reservation of affordable housing allocations for the anticipated project does not exempt the project from applicable requirements for the Monroe County Comprehensive Plan, Land Development Code, Florida Building Code, floodplain management regulations, and/or all other regulatory requirements; and

WHEREAS, Abit Holdings, LLC, shall obtain all required approvals from the Monroe County Planning & Environmental Resources Department for the project; and

WHEREAS, Abit Holdings, LLC, shall obtain building permits for the affordable housing dwelling units by February 13, 2026; if the permit for a reserved ROGO allocation housing unit is not issued by that time, the allocation shall revert to the County;

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

Section 1. **Recitals and Legislative Intent.** The foregoing recitals, findings, and determinations are true and correct and are hereby incorporated as if fully set forth herein.

Section 2. **Construction and Interpretation.** The interpretation of this Resolution, and all provisions of the Monroe County Codes, Comprehensive Plan, floodplain management regulations, and Florida Building Code whose interpretation arises out of, relates to, or is interpreted in connection with this Resolution, these being necessary for the health, safety, and welfare of the residents of and visitors to unincorporated Monroe County, shall be liberally construed in favor of Monroe County and such interpretations shall be entitled to great weight in adversarial administrative proceedings, at trial, and on appeal.

Section 3. The Monroe County Planning & Environmental Resources Department ("Department") shall extend the reservation of ten (10) moderate income category affordable ROGO allocations, for the project on Lots 9-13, Block 7, Largo Sound Village, Key Largo, currently having property identification numbers 00475240-000000, 00475250-000000, 00475260-000000, 00475270-000000, and 00475280-000000, until February 13, 2026.

Section 4. The developer must obtain the building permits for the ten (10) affordable housing units on or before February 13, 2026.

Section 5. The developer shall comply with the Monroe County Codes, Comprehensive Plan, Florida Building Code, floodplain management regulations, and any and all other requirements of Monroe County and/or State and/or Federal oversight agencies.

Section 6. The Department and Monroe County Building Department and Floodplain Management Office professional staff are hereby authorized to process expeditiously permit related applications for the above referenced project when received.

Section 7. **Inconsistency, Partial Invalidity, Severability, and Survival of Provisions.** If any portion of this Resolution, or any part or portion thereof, is held to be invalid or unenforceable by any administrative hearing officer or court of competent jurisdiction, the invalidity or unenforceability of such provision, or any part or portion thereof, shall neither limit nor impair the operation, enforceability, or validity of any other provision of this Resolution, or any remaining part(s) or portion(s) thereof. All other provisions of this Resolution, and remaining part(s) or portion(s) thereof, shall continue unimpaired in full force and effect.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting held on the 16th day of April, 2025.

Mayor James K. Scholl	_____
Mayor Pro Tem Michelle Lincoln	_____
Commissioner Holly Merrill Raschein	_____
Commissioner Craig Cates	_____
Commissioner David Rice	_____

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____
Mayor James K. Scholl

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Date: 3/28/25

ATTEST: KEVIN MADOK, CLERK

_____
AS DEPUTY CLERK

March 8, 2025

David Thompson, MGMR
ABIT Holdings, LLC
PO Box 628 Tavernier, FL 33037
305-394-3473
Davidt0218@gmail.com

Emily Schemper, Director
Monroe County Planning and Environmental Resources
2798 Overseas Highway
Suite 400
Marathon, FL 33050
Email: Schemper-Emily@monroecounty-fl.gov

Dear Emily,

I am requesting an extension of the reservation RESOLUTION NO. 431-2024 of ten (10) moderate affordable housing allocations for a development project located at mile marker 103.9, specifically, lots 9-13 block 7, Largo Sound Village. RE Numbers; 00475240-000000,00475250-000000,00475260-000000,00475270-000000,00475280-000000.

Previously an extension was granted through May 13, 2025, however the variance approvals necessary to develop the site were not fully approved at the January 22, 2025 Planning Commission hearing.

At this time, I am reconfiguring the site plan and am requesting a separate waiver approval. This process is expected to take an additional six (6) months.

I am requesting an additional nine (9) months extension from May 13, 2025, in order to receive full approval and building permits.

It is my full intention to begin construction in earnest on the affordable housing as soon as the permits can be picked up, hopefully in the fourth quarter of 2025.

Thank you for your consideration. Please feel free to contact me with any questions.

Sincerely,

David Thompson on behalf of ABIT Holdings, LLC

RESOLUTION NO. 644 -2023

A RESOLUTION OF THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING THE RESERVATION OF TEN MODERATE INCOME CATEGORY AFFORDABLE ROGO ALLOCATIONS FOR PROPOSED AFFORDABLE HOUSING DWELLING UNITS ON PROPERTY LOCATED AT 103925, 103935, 103945, 103955, 103965 OVERSEAS HIGHWAY, KEY LARGO, MONROE COUNTY, FLORIDA ON LOTS 9-13, BLOCK 7, LARGO SOUND VILLAGE, KEY LARGO, APPROXIMATE MILE MARKER 104, CURRENTLY HAVING PROPERTY IDENTIFICATION NUMBERS 00475240-000000, 00475250-000000, 00475260-000000, 00475270-000000, AND 00475280-000000, AS REQUESTED BY ABIT HOLDINGS, LLC., AS PROPERTY OWNER, UNTIL DECEMBER 13, 2024, FOR BUILDING PERMIT ISSUANCE.

WHEREAS, the State of Florida and all local governments in the Florida Keys (each subject to Area of Critical State Concern mandates relating to housing affordability) recognize the need for affordable housing throughout the state and particularly in the Florida Keys where developable land for housing is extremely limited and expensive; and

WHEREAS, the challenge of providing affordable housing opportunities in the Florida Keys is one requiring sensible and responsive use of residential unit allocations, including implementation of long-term preservation mechanisms; and

WHEREAS, due consideration should be given to relevant factors such as the capacity for allocation recipients to promptly transform allocation awards/reservations into finished and occupied affordable/workforce housing units; and

WHEREAS, LDC Section 138-24(b)(2) allows the BOCC to authorize reservations for "specific affordable or employee housing projects participating in a federal/state housing financial assistance or tax credit program or receiving some form of direct financial assistance from the county upon written request from the project sponsor and approved by resolution of the Board of County Commissioners"; and

WHEREAS, on December 13, 2023, the Monroe County BOCC approved transmittal to the State Land Planning Agency of a proposed amendment to the Future Land Use Map (FLUM) designation of the subject property from Residential Medium to Mixed Use/Commercial; and

WHEREAS, Abit Holdings, LLC., is proposing to develop the property with ten (10) affordable housing units; and

WHEREAS, the property owner has also requested a corresponding Land Use District (Zoning) map amendment for the subject property from Improved Subdivision to Suburban Commercial; and

WHEREAS, the reservation of affordable housing allocations for the anticipated project does not exempt the project from applicable requirements for the Monroe County Comprehensive Plan, Land Development Code, Florida, Building Code, and/or other regulatory requirements; and

WHEREAS, Abit Holdings, LLC, shall obtain all required approvals from the Monroe County Planning & Environmental Resources Department for the project; and

WHEREAS, Abit Holdings, LLC, shall obtain building permits for the affordable housing dwelling units by December 13, 2024; if the permit for a reserved ROGO allocation housing unit is not issued by that time, the allocation shall revert to the County;

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

Section 1. **Recitals and Legislative Intent.** The foregoing findings and determinations are true and correct and are hereby incorporated as if fully set forth herein.

Section 2. **Construction and Interpretation.** This Resolution is necessary for the health, safety, and welfare of the residents of and visitors to the county. This Resolution and its interpretation shall be liberally construed and enforced in favor of Monroe County to effectuate its County public purpose(s). The construction and interpretation of this Resolution and all Monroe County Comprehensive Plan provision(s), Florida Statute(s), and Monroe County Code(s) provision(s) whose interpretation arises out of, relates to, or is interpreted in connection with this Resolution shall be liberally construed and enforced in favor of Monroe County and such construction and interpretation shall be entitled to great weight in adversarial administrative proceedings, at trial, bankruptcy, and on appeal.

Section 3. The Monroe County Planning & Environmental Resources Department ("Department") shall reserve ten (10) moderate income category affordable ROGO allocations, for the project on Lots 9-13, Block 7, Largo Sound Village, Key Largo, currently having property identification numbers 00475240-000000, 00475250-000000, 00475260-000000, 00475270-000000, and 00475280-000000, until December 13, 2024.

Section 4. The developer must obtain the building permits for the ten (10) affordable housing units on or before December 13, 2024.

Section 5. The developer shall comply with the Monroe County Comprehensive Plan, Land Development Code, Florida Building Code, floodplain management regulations, and any and all other requirements of Monroe County and/or State and/or Federal oversight agencies.

Section 6. The Department and Monroe County Building Department and Floodplain Management Office professional staff are hereby authorized to process expeditiously permit related applications for the above referenced project when received.

Section 7. **Inconsistency, Partial Invalidity, Severability, and Survival of Provisions.** If any portion of this Resolution, or any part or portion thereof, is held to be invalid or unenforceable by any administrative hearing officer or court of competent jurisdiction, the invalidity or unenforceability of such provision, or any part or portion thereof, shall neither limit nor impair the operation, enforceability, or validity of any other provision of this Resolution, or any remaining part(s) or portion(s) thereof. All other provisions of this Resolution, and remaining part(s) or portion(s) thereof, shall continue unimpaired in full force and effect.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting held on the 13th day of December, 2023.

Mayor Holly Merrill Raschein	Yes
Mayor Pro Tem James K. Scholl	Yes
Commissioner Craig Cates	Yes
Commissioner Michelle Lincoln	Yes
Commissioner David Rice	Yes

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____
Mayor Holly Merrill Raschein

ATTEST: KEVIN MADOK, CLERK

_____
AS DEPUTY CLERK

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Date: 12/5/23

FILED FOR RECORD
2023 DEC 22 AM 9:09
CLK CIR CT

RESOLUTION NO. 431 -2024

A RESOLUTION OF THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING A REQUEST BY DAVID THOMPSON IN HIS OFFICIAL CAPACITY AS THE SOLE PRINCIPAL OF ABIT HOLDINGS, LLC, FOR AN EXTENSION OF AN EXISTING BOCC RESERVATION OF TEN (10) MODERATE INCOME CATEGORY AFFORDABLE ROGO ALLOCATIONS FOR PROPOSED AFFORDABLE HOUSING DWELLING UNITS ON PROPERTY LOCATED AT 103925, 103935, 103945, 103955, 103965 OVERSEAS HIGHWAY, KEY LARGO, MONROE COUNTY, FLORIDA ON LOTS 9-13, BLOCK 7, LARGO SOUND VILLAGE, KEY LARGO, APPROXIMATE MILE MARKER 104, CURRENTLY HAVING PROPERTY IDENTIFICATION NUMBERS 00475240-000000, 00475250-000000, 00475260-000000, 00475270-000000, AND 00475280-000000, AS REQUESTED DAVID THOMPSON FOR ABIT HOLDINGS, LLC, PROPERTY OWNER, UNTIL MAY 13, 2025, FOR BUILDING PERMIT ISSUANCE.

WHEREAS, the State of Florida and all local governments in the Florida Keys (each subject to Area of Critical State Concern mandates relating to housing affordability) recognize the need for affordable housing throughout the state and particularly in the Florida Keys where developable land for housing is extremely limited and expensive; and

WHEREAS, the challenge of providing affordable housing opportunities in the Florida Keys is one requiring sensible and responsive use of residential unit allocations, including implementation of long-term preservation mechanisms; and

WHEREAS, due consideration should be given to relevant factors such as the capacity for allocation recipients to promptly transform allocation awards/reservations into finished and occupied affordable/workforce housing units; and

WHEREAS, LDC Section 138-24(b)(2) allows the BOCC to authorize reservations for "specific affordable or employee housing projects participating in a federal/state housing financial assistance or tax credit program or receiving some form of direct financial assistance from the county upon written request from the project sponsor and approved by resolution of the Board of County Commissioners"; and

WHEREAS, on December 13, 2023, the Monroe County Board of County Commissioners ("Monroe County", "BOCC", "Board", or the "County") approved BOCC Resolution No. 644-2023,

reserving ten affordable housing allocations on the subject property through December 13, 2024; and

WHEREAS, Abit Holdings, LLC., is requesting additional time to obtain development approvals for the development of the property with ten (10) affordable housing units; and

WHEREAS, the reservation of affordable housing allocations for the anticipated project does not exempt the project from applicable requirements for the Monroe County Comprehensive Plan, Land Development Code, Florida Building Code, floodplain management regulations, and/or other regulatory requirements and/or requirements of law; and

WHEREAS, Abit Holdings, LLC, shall obtain all required approvals from the Monroe County Planning & Environmental Resources Department for the subject project; and

WHEREAS, Abit Holdings, LLC, shall obtain building permits for the affordable housing dwelling units by May 13, 2025; if the permit for a reserved ROGO allocation housing unit is not issued by that time, the allocation shall automatically revert by operation of law back to the County;

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

Section 1. **Recitals and Legislative Intent.** The foregoing findings and determinations are true and correct and are hereby incorporated as if fully set forth herein.

Section 2. **Construction and Interpretation.** This Resolution is necessary for the health, safety, and welfare of the residents of and visitors to the county. This Resolution and its interpretation shall be liberally construed and enforced in favor of the Monroe County BOCC. The construction and interpretation of this Resolution and all Monroe County Comprehensive Plan provision(s), Florida Statute(s), and Monroe County Code(s) provision(s) whose interpretation arises out of, relates to, or is interpreted in connection with this Resolution shall be liberally construed and enforced in favor of the BOCC and such construction and interpretation shall be entitled to great weight in adversarial administrative proceedings, at trial, bankruptcy, and on appeal.

Section 3. The Monroe County Planning & Environmental Resources Department ("Department") shall extend the reservation of ten (10) moderate income category affordable ROGO allocations, for the project on Lots 9-13, Block 7, Largo Sound Village, Key Largo, currently having property identification numbers 00475240-000000, 00475250-000000, 00475260-000000, 00475270-000000, and 00475280-000000, until May 13, 2025.

Section 4. The developer must obtain the building permits for the ten (10) affordable housing units on or before May 13, 2025.

Section 5. The developer shall comply with the Monroe County Comprehensive Plan, Land Development Code, Florida Building Code, floodplain management regulations, and any and all other requirements of Monroe County and/or State and/or Federal oversight agencies.

Section 6. The Department and Monroe County Building Department and Floodplain Management Office professional staff are hereby authorized to process expeditiously permit related applications for the above referenced project when received.

Section 7. **Inconsistency, Partial Invalidity, Severability, and Survival of Provisions.** If any portion of this Resolution, or any part or portion thereof, is held to be invalid or unenforceable by any administrative hearing officer or court of competent jurisdiction, the invalidity or unenforceability of such provision, or any part or portion thereof, shall neither limit nor impair the operation, enforceability, or validity of any other provision of this Resolution, or any remaining part(s) or portion(s) thereof. All other provisions of this Resolution, and remaining part(s) or portion(s) thereof, shall continue unimpaired in full force and effect.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting held on the 16th day of October, 2024.

Mayor Holly Merrill Raschein	Yes
Mayor *Pro Tem* James Scholl	Yes
Commissioner Craig Cates	Yes
Commissioner Michelle Lincoln	Yes
Commissioner David Rice	Yes

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____
Mayor Holly Merrill Raschein

ATTEST: KEVIN MADOK, CLERK

_____
AS DEPUTY CLERK

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Date: 10/1/24

FILED FOR RECORD
2024 OCT 25 AM 10:44
CLK CIR CT
MONROE COUNTY, FLA

J4

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: J4
2023-3845

BULK ITEM: Yes

DEPARTMENT: Building and Permitting

TIME APPROXIMATE:

STAFF CONTACT: Michelle Yzenas 305-289-2556

AGENDA ITEM WORDING: Approval of a Resolution authorizing Unlicensed Contractor Code Investigator, Patrick Cirulli, to issue citations for disposition in County court.

ITEM BACKGROUND:
Pursuant to Sec. 6-270(b), the Building Department has hired Patrick Cirulli as an Unlicensed Contractor Code Investigator for the purposes of conducting field investigations, inspecting properties for contractor violations, issuing stop work orders, and issuing citations for violations of the County Code.

Monroe County Code Sec. 8-4 requires a Resolution of the Board of County Commissioners to grant Patrick Cirulli the authority to issue citations for violations of the County codes for disposition in County Court.

PREVIOUS RELEVANT BOCC ACTION:
On 5/16/18, Resolution No. 153-2018 was adopted authorizing Paul Pignataro to issue citations. On 2/20/19, Resolution No. 068-2019 was adopted authorizing LaChelle Thompson to issue citations. On 9/15/21, Resolution 290-2021 was adopted authorizing Andres Garcia to issue citations. On 8/17/22, Resolution No. 226-2022 was adopted authorizing Douglas Peel, Jr. to issue citations.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Requesting approval

DOCUMENTATION:

Cirulli Resolution.pdf

FINANCIAL IMPACT:
N/A

RESOLUTION NO. _____-2025

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA AUTHORIZING CERTAIN CODE COMPLIANCE INSPECTORS TO ISSUE CITATIONS FOR VIOLATIONS OF THE MONROE COUNTY CODE FOR DISPOSITION IN COUNTY COURT.

WHEREAS, Sec. 8-4, Monroe County Code provides that Monroe County Code Inspectors may be authorized by the Board of County Commissioners to issue citations for violations of the Monroe County Code for disposition in County Court; and

WHEREAS, Chapter 162, Florida Statutes provides for the disposition of violations in County Court; and

WHEREAS, in order to enforce violations of the Monroe County Code in County Court, Monroe County code inspectors must first be authorized by a resolution of the Board of County Commissioners to issue citations for violations of the Monroe County Code for disposition in County Court;

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

The following Unlicensed Contractor Code Investigator is authorized to issue citations for violations of the Monroe County Code for disposition in County Court:

Patrick Cirulli

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting held on May 21, 2025.

Mayor James K. Scholl	_____
Mayor Pro Tem Michelle Lincoln	_____
Commissioner Craig Cates	_____
Commissioner David Rice	_____
Commissioner Holly Merrill Raschein	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor James K. Scholl

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

3/31/25
_____
KELLY DUGAN, ASST. COUNTY ATTORNEY

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: J5
2023-3848

BULK ITEM: Yes

DEPARTMENT: Building and Permitting

TIME APPROXIMATE:

STAFF CONTACT: Jamie Gross 305-289-2564

AGENDA ITEM WORDING: Approval to re-appoint Mr. Gary Centonze, CFC1425735, to one additional three-year term to the Contractor Examining Board (CEB) beginning May 22, 2025 and ending May 22, 2028.

ITEM BACKGROUND:
The Contractors Examining Board (CEB) voted unanimously recommending the re-appointment of Mr. Centonze to the CEB at their regularly scheduled March 11, 2025 meeting.

Mr. Centonze holds a Certified Plumbing Contractor state license, CFC1425735, and serves on the CEB pursuant to MCC 6-263(3).

PREVIOUS RELEVANT BOCC ACTION:
Mr. Centonze was originally appointed to one three-year term to the CEB beginning October 30, 1991 and ending October 30, 1994 replacing Mr. David K Ringemann, and was allowed to service one additional three-year term. He was re-appointed October 1994 and ending October 1997. After this term, he was not allowed to serve an additional consecutive three-year term due to the term limits pursuant to MCC 6-85. Mr. Centonze was appointed to serve one three-year term beginning February 18, 2004 and ending February 18, 2007 replacing Mr. Keith Burgin. He was then re-appointed to one three-year term beginning May 16, 2007 and ending May 16, 2010; re-appointed May 19, 2010 and ending May 19, 2013; re-appointed May 15, 2013 and ending May 15, 2016; re-appointed April 20, 2016 and ending May 15, 2019; re-appointed May 22, 2019 and ending May 22, 2022; re-appointed May 22, 2022 and ending May 22, 2025.

On March 21, 2007, the BOCC approved advertising the amendment to MCC section 6-85 term limits for members of the CEB. The ordinance was amended effective May 2, 2007 removing term limitations. Per MCC 6-264 (a) regular voting members and two alternate voting members are appointed by the Board of County Commission (BOCC).

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
NA

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

FINANCIAL IMPACT:
NA

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: J6
2023-3849

BULK ITEM: Yes

DEPARTMENT: Building and Permitting

TIME APPROXIMATE:

STAFF CONTACT: Jamie Gross 305-289-2564

AGENDA ITEM WORDING: Approval to re-appoint Mr. Steve R. Henson, Eng I 222A to one three-year term to the Contractors Examining Board (CEB) beginning May 22, 2025 and ending May 22, 2028.

ITEM BACKGROUND:
The Contractors Examining Board (CEB) voted unanimously recommending the re-appointment of Mr. Steve R. Henson to the CEB at their regularly scheduled March 11, 2025 meeting.

Mr. Henson holds a local Engineering Contractor license, Eng I 222A, and serves on the CEB pursuant to Monroe County Code Section 6-263(1).

PREVIOUS RELEVANT BOCC ACTION:
Mr. Steve R. Henson was originally appointed to one three-year term to the CEB beginning 17, 1997 and ending October 18, 2000 replacing Mr. Frank Toppino. He was allowed to serve one three-year term, re-appointment from October 2000 and ending October 2003. He was re-appointed October 2003 and ending October 2006. After this term he was not allowed to serve an additional consecutive three-year term due to term limits pursuant to MCC 6-85.
Mr. Henson was appointed to serve one three-year term May 16, 2007 and ending May 16, 2010. He was re-appointed to serve one three-year term May 19, 2010 and ending May 19, 2013; reappointed May 15, 2013 and ending May 15, 2016; re-appointed April 20, 2016 and ending May 15, 2019; re-appointed May 22, 2019 and ending May 22, 2022; re-appointed May 22, 2022 and ending May 22, 2025.

On March 21, 2007, The BOCC approved advertising the amendment to MCC Section 6-85 repealing term limits for members of the CEB. The ordinance was amended effective May 2, 2007 removing term limitations. Per MCC 6-264 (a) regular voting members and two alternate voting members are appointed by the Board of County Commissioners (BOCC).

INSURANCE REQUIRED:

No

CONTRACT/AGREEMENT CHANGES:
NA

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

FINANCIAL IMPACT:
NA

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: J7
2023-3908

BULK ITEM: Yes

DEPARTMENT: Administration

TIME APPROXIMATE:
n/a

STAFF CONTACT: Emily Schemper

AGENDA ITEM WORDING: Confirmation of Devin Tolpin, AICP, CFM, as Senior Director of Planning and Environmental Resources, effective April 16, 2025.

ITEM BACKGROUND:

The Senior Director of Planning and Environmental Resources position manages all staff under Planning and Environmental Resources, including Planners, Biologists, Marine Resources, and Geographic Information Systems. The former director, Emily Schemper, was recently promoted to Director of Growth Management.

Devin Tolpin, AICP, CFM, has been selected for the position, and we are seeking confirmation by the Board. Section 125.74(1)(k), Florida Statutes, requires that the Board of County Commissioners confirm all department heads.

Devin has been a member of the Planning & Environmental Resources Department for over eight years. She has had experience in both planning and marine resources and currently holds the position of Planning and Development Review Manager. Devin received her undergraduate degree in environmental science and policy from the Florida State University and a Masters of Public Administration degree from the University of Central Florida. Devin is a certified planner through the American Institute of Certified Planners, and a Certified Floodplain Manager. She was born and raised in the Keys and is an active member of the local community.

No additional Full Time Equivalent is needed for this position. We are filling an existing vacant FTE.

PREVIOUS RELEVANT BOCC ACTION:
n/a

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
n/a

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

Job Description - Sr. Director Planning and Environmental Resources 2025.pdf

FINANCIAL IMPACT:
n/a

MONROE COUNTY
FLORIDA

Job Description

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

Job Title: **Senior Director, Planning & Environmental Resources**

Department: Planning & Environmental Resources

Pay Grade: 324

FLSA Status: Exempt

JOB SUMMARY

The primary function of this position is to lead the Department of Planning and Environmental Resources including management of Comprehensive Planning, Current Planning, Transportation Planning, Development Review Administration (ROGO/NROGO), Environmental Resources and Marine Resources. In addition, this position assures coordination and consistency with other County Departments under the Growth Management Director, including Building and Code Enforcement, as well as other related County Departments, such as Public Works and Engineering Services.

ESSENTIAL JOB FUNCTIONS

- Performs general budgetary, personnel, and management functions of the department.
- Provides staff support to and serves as Chief Planning Advisor to Planning Commission.
- Directs Comprehensive Planning functions for the County in compliance with Florida Statues, Rules and other applicable State and Federal regulations.
- Coordinates with other departments, agencies, and levels of government on comprehensive planning issues.
- Directs Current Planning functions for the County in compliance with the Comprehensive Plan, Land Development Code and other applicable State and Federal regulations.
- Enforces the provisions and renders interpretations (final decision making) of the Comprehensive Plan and Land Development Code.
- Provides leadership for Current and Comprehensive Planning, Environmental Resources, and Marine Resources sections. Supervises serves as technical and policy advisor to subordinate professional and support staff.

- Directs and oversees preparation and review of text amendments, map amendments, development orders.
- Directs other specialized planning programs for the County, including but not limited to Transportation Planning and Geographic Information Systems (GIS).
- Directs the Environmental Resources section, including development review for land preservation, the Tier System and other programs that implement Monroe County land conservation policies.
- Directs the Marine Resources section, including marine resources preservation and quality assurance, through the Derelict Vessel Removal Program – including managing a program to provide vessels mobile marine pump out; Marker Program – ensures installation and maintenance of waterway markers; and others.
- Facilitates intergovernmental coordination with internal and external entities.
- Administers state contracts and consultant agreements.
- Prepares or supervises preparation of technical and policy schedules and planning information database.
- Responds to inquiries from the public, local, state, and federal agencies on Monroe County Planning and Environmental issues.
- Provides planning recommendations and testimony to BOCC, Planning Commission, Development Review Committee, Hearing officer, and other bodies.
- Speaks to civic clubs, homeowners' associations, radio and TV and newspapers as required.
- Develops and leads meetings and workshops to provide for public participation in Departmental projects.
- Performs other related job duties as assigned.
- In the event of special, emergency, or disaster situations, employee may be required to work schedules other than those for which they are regularly scheduled in any capacity deemed appropriate.

QUALIFICATIONS

Education and Experience:

Master's Degree in Urban, Environmental, or Regional Planning, or related field. Seven (7) years minimum of prior related work experience.

Special Qualifications:

None.

Knowledge, Skills, and Abilities:

- Ability to oversee, plan, and implement major programs and services for the organization.
- Ability to develop policies, long range plans, and allocate funds. Ability to make decisions that involve multiple priorities, limited resources, and internal and external challenges.
- Ability to perform work that involves high level issues, processes, or organizational needs.
- Ability to interact with senior managers, citizens, and elected officials on a regular basis. Ability to ensure that the principles and objectives of the elected officials are implemented in an efficient and effective manner.

PHYSICAL DEMANDS

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

- Hearing: Perceiving the nature of sounds at normal speaking levels with or without correction. Ability to receive detailed information through oral communication, and to make the discrimination in sound.
- Manual Dexterity: Picking, pinching, typing, or otherwise working, primarily with fingers rather than with the whole hand as in handling.
- Mental Acuity: Ability to make rational decisions through sound logic and deductive processes.
- Repetitive Motion: Substantial movements (motions) of the wrist, hands, and/or fingers.
- Speaking: Expressing or exchanging ideas by means of the spoken word including the ability to convey detailed or important spoken instructions to other workers accurately and concisely.
- Standing: Particularly for sustained periods of time.
- Talking: Expressing or exchanging ideas by means of the spoken word including those activities in which they must convey detailed or important spoken instructions to other workers accurately, loudly, or quickly.
- Visual Acuity: Have close visual acuity to perform an activity such as: preparing and analyzing data and figures; transcribing; viewing a computer terminal; and/or extensive reading.
- Walking: Moving about on foot to accomplish tasks, particularly for long distances or moving from one work site to another.

WORK ENVIRONMENT

Work deals with regularly making decisions that could lead to major community or organizational consequences if an employee fails to make the appropriate decision at the time.

Monroe County has the right to revise this job description at any time.
This description does not represent in any way a contract of employment.

Employee Signature	Date
Supervisor or Director Signature Bryan Cook Digitally signed by Bryan Cook Date: 2025.03.07 09:44:11 -05'00'	Date
Director of Employee Services Signature Christine Hurley Digitally signed by Christine Hurley Date: 2025.03.07 12:29:00 -05'00'	Date
County Administrator Signature	Date

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

COUNTY of MONROE
The Florida Keys

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

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: J8
2023-3785

BULK ITEM: Yes

DEPARTMENT: Planning & Environmental Resources

TIME APPROXIMATE:

STAFF CONTACT: Michael Roberts

AGENDA ITEM WORDING: Approval of Amendment One to Agreement for Updates Of 2009 Geospatial Land Cover Dataset and Tier Overlay District Maps for The Florida Keys between Monroe County and Terramar Environmental Services Inc., providing for a retroactive extension to complete the final report and waiver of an outstanding deliverable which is unable to be completed, stemming from delays beyond the parties' control.

ITEM BACKGROUND:
Monroe County 2030 Comprehensive Plan Policy 106.1.1 required Monroe County to update habitat data and the Land Development Code Tier (Zoning) Overlay District Maps, while Policy 106.1.2 requires Monroe County to establish a Tier Designation Review Committee (TDRC) Work Group to consist of representatives selected by the Florida Department of Commerce (formerly Florida Department of Economic Opportunity (DEO)) from Monroe County, Florida Fish & Wildlife Conservation Commission, United States Fish & Wildlife Service, Department of Environmental Protection and environmental and other relevant interests. The TDRC shall be tasked with the responsibility of tier designation review utilizing the criteria for tier placement and best available data to recommend amendments to ensure implementation of and adherence to the Florida Keys Carrying Capacity Study.

Monroe County entered into the Agreement for Updates Of 2009 Geospatial Land Cover Dataset and Tier Overlay District Maps for The Florida Keys ("Agreement") with Terramar Environmental Services, Inc., on November 15, 2022, to provide services assisting Planning & Environmental Resources staff in meeting the requirements of these Policies. Pursuant to the Scope of Services (Exhibit A), Terramar has completed subtasks 1.3.1 through 1.3.6 and has been paid for those deliverables pursuant to the Agreement. Paragraph E4 / Subtask 1.3.7 of the Scope of Services required Terramar to provide technical support for up to six (6) TDRC meetings over a six month period.

The original Term of the Agreement was November 23, 2022 through April 30, 2024. The Florida Department of Commerce has not selected the representatives for the TDRC, thereby causing delays outside of the control of the County and Terramar. Due to these delays, Terramar has been unable to complete Subtasks 1.3.7 (technical support for TDRC meetings) and 1.3.8 (Final Report).

Amendment One would waive the deliverable in Paragraph E4 and Task 1.3.7 of the Scope of Services, to provide technical support for the TDRC meetings. Since the TDRC representatives have not been selected, the County cannot know when the TDRC meetings will be held at this time.

Amendment One would also provide a retroactive extension from April 30, 2024, to April 30, 2025, in order for Terramar to complete the final report pursuant to Paragraph E2 and Task 1.3.8 of the Scope of Services.

Amendment One also updates the standard terms to reflect changes in state and federal law.

PREVIOUS RELEVANT BOCC ACTION:
The BOCC approved the original agreement on November 15, 2022.

INSURANCE REQUIRED:
Yes

CONTRACT/AGREEMENT CHANGES:

Amendment One to Agreement for Updates Of 2009 Geospatial Land Cover Dataset and Tier Overlay District Maps for The Florida Keys Between Monroe County and Terramar Environmental Services Inc. to be amended as follows:

Section 3. TERM OF AGREEMENT
3.1 Except as noted below, this Agreement shall begin on the 23rd day of November, 2022 and will conclude with delivery of the deliverables outlined
in Section 1 and the Amended Exhibit A of this Agreement. The end date of the Agreement is extended from April 30, 2024, to April 30, 2025.

Section 7. NOTICES
Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage pre-paid to the other party by certified mail, return receipt requested, to the following:
For the COUNTY:
Christine Hurley, County Administrator
1100 Simonton St.
Key West, FL 33040

For the CONSULTANT:
Terramar Environmental Services, Inc.
1241 Crane Blvd.
Sugarloaf Key, FL 33042

Section 22. FLORIDA PUBLIC RECORDS LAW
Public Records Compliance. Contractor must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and
Section 24, Article I of the Constitution of Florida. The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other “public record”

materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes and made or received by the County and Contractor in conjunction with this contract and related to contract performance. The County shall have the right to unilaterally cancel this contract upon violation of this provision by the Contractor. Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this contract and the County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

The Contractor is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to Section 119.0701, Florida Statutes and the terms and conditions of this contract, the Contractor is required to:
(1) Keep and maintain public records that would be required by the County to perform the service.
(2) Upon receipt from the County's custodian of records, provide the County with a copy of the requested records or allow the records to be
inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by
law.
(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as
authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
(4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain
public records that would be required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of records, in a
format that is compatible with the information technology systems of the County.
(5) A request to inspect or copy public records relating to a County contract must be made directly to the County, but if the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

If the Contractor does not comply with the County's request for records, the County shall enforce the public records contract provisions in accordance with the contract, notwithstanding the County's option and right to unilaterally cancel this contract upon violation of this provision by the Contractor. A Contractor who fails to provide the public records to the County or pursuant to a valid public records request within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE# 305-292-3470 OR PUBLICRECORDS@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY'S OFFICE, 1111 12TH Street, SUITE 408, KEY WEST, FL 33040.

Section 36. E-VERIFY SYSTEM
Beginning January 1, 2021, in accordance with F.S. 448.095, the Contractor and any subcontractor shall register with and shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the Contract term. Any subcontractor shall provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall comply with and be subject to the provisions of F.S. 448.095.

Exhibit A, "Scope of Services," including the Cost Proposal chart, is amended as attached herein.

The remainder of the terms and conditions of the AGREEMENT remain unchanged by this Amendment, and continue in full force and effect.

GPJ 4/1/25 - Risk approval subject to contractor submission of WC Exemption Certificate before contract signing. Note to MR to request renewed CGL certificate upon 4/16 expiration. GPJ to follow up 4/4 re WC

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

TerraMar Environmental Services, Inc. - Contract.pdf
Monroe BOCC Cert 24-25.pdf
Terramar Contract Am 1 (executed PAF).pdf
Request for Waiver of Insurance Requirements - Terramar Executed.pdf
2025 04 COI Terramar GL Env PL exp 4.16.25 signed.pdf
Workmans Comp Exemption Certificates - Terramar Current exp 1.29.27.pdf
Terramar Auto EOI.pdf

FINANCIAL IMPACT:

Effective Date: Effective upon execution by Monroe County: April 16, 2025.

Total Dollar Value of Contract: Not to Exceed contracted amount of $225,644.52.

100% of deliverables 1-6 have been completed and the amount of $163,180.64 has been paid.
The remaining project balance in the amount of $16,645.18 will be paid upon completion of deliverable E2 (Subtask 1.3.8).
Funding Source: 148-52000

Kevin Madok, CPA

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

DATE: December 20, 2022

TO: Michael Roberts, Assistant Director
Environmental Resources

FROM: Liz Yongue, Deputy Clerk

SUBJECT: November 15th BOCC Meeting

The following item has been executed and added to the record:

M4 Contract with Terramar Environmental Services, Inc. for $225,644.32 to provide professional mapping and consulting services for the Update of the 2009 Geospatial Land Cover Mapping (habitat) dataset for the Florida Keys.

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

cc: County Attorney
Finance
File

MONROE COUNTY

Updates of 2009 Geospatial Land Cover Dataset and Tier Overlay District Maps for the Florida Keys

BOARD OF COUNTY COMMISSIONERS

Mayor David Rice, District 4
Mayor Pro Tem Craig Cates, District 1
Michelle Coldiron, District 2
James Scholl, District 3
Holly Merrill Raschein, District 5

MONROE COUNTY

CONTRACT FOR

UPDATES OF 2009 GEOSPATIAL LAND COVER DATASET AND TIER OVERLAY DISTRICT MAPS FOR THE FLORIDA KEYS

THIS AGREEMENT is made and entered into this 15th day of November, 2022 by MONROE COUNTY ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040 and Terramar Environmental Services, Inc.("CONSULTANT"), whose address is 1241 Crane Boulevard, Sugarloaf Key, FL 33042.

WITNESSETH

WHEREAS, the COUNTY issued its Request for Proposals RFP ("RFP") pursuant to state and local law to solicit proposals to prepare Updates Of 2009 Geospatial Land Cover Dataset And Tier Overlay District Maps; and

WHEREAS, Consultant is a professional qualified to render said services and has responded to the RFP by submitting its proposal in response to the RFP ("Proposal"); and

WHEREAS, the COUNTY desires to engage Consultant to provide such services to the COUNTY according to the terms and subject to the conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of such covenants and conditions, the COUNTY and CONSULTANT do hereby agree as follows:

Section 1. SCOPE OF SERVICES

CONSULTANT shall perform and carry out in a professional and proper manner certain duties as described in the Scope of Services – Exhibit A – which is attached hereto and made a part of this agreement.

CONSULTANT shall provide the scope of services in Exhibit A for the COUNTY. CONSULTANT warrants that it is authorized by law to engage in the performance of the activities herein described, subject to the terms and conditions set forth in these Agreement documents. The CONSULTANT shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Consultant shall provide services using the following standards, as a minimum requirement:

A. The CONSULTANT shall maintain adequate staffing levels to provide the services required under the Agreement resulting from this RFP process.
B. The personnel shall not be employees of or have any contractual relationship with the County. To the extent that Consultant uses subConsultants or independent Consultants, this Agreement specifically requires that subConsultants and independent Consultants shall not be an employee of or have any contractual relationship with County.

C. All personnel engaged in performing services under this Agreement shall be fully qualified, and, if required, to be authorized or permitted under State and local law to perform such services.

Section 2. COUNTY'S RESPONSIBILITIES

2.1 The County will provide such data as is required by the Consultant and is mutually agreed upon.

2.2 The County will make payments as outlined in **Section 4** of this Agreement.

Section 3. TERM OF AGREEMENT

3.1 Except as noted below, this Agreement shall begin on the 23rd day of November, 2022 and will conclude with delivery of the deliverables outlined in Section 1 of this Agreement, which shall not be later than April 30th, 2024.

Section 4. PAYMENT TO CONSULTANT

4.1 Payment will be made according to the **Deliverable Schedule attached as Exhibit B**, and according to the Florida Local Government Prompt Payment Act, Section 218.70, Florida Statutes. The Provider shall submit to the County an invoice with supporting documentation in a form acceptable to the Clerk. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's disbursal of funds. The Project Manager will review the request, note his or her approval on the request and forward it to the Clerk for payment.

4.2 Any extension of this Agreement beyond the term noted in Section 3 is contingent upon annual appropriation by Monroe County.

Section 5. CONTRACT TERMINATION

Either party may terminate this Agreement because of the failure of the other party to perform its obligations under the Agreement. COUNTY may terminate this Agreement with or without cause upon thirty (30) days' notice to the CONSULTANT. COUNTY shall pay CONSULTANT for work performed through the date of termination.

Section 6. CONSULTANT'S ACCEPTANCE OF CONDITIONS

A. CONSULTANT hereby agrees that he has carefully examined the RFP, his response, and this Agreement and has made a determination that he/she has the personnel, equipment, and other requirements suitable to perform this work and assumes full responsibility therefore. The provisions of the Agreement shall control any inconsistent provisions contained in the specifications. All specifications have been read and carefully considered by CONSULTANT, who understands the same and agrees to their sufficiency for the work to be done. Under no circumstances, conditions, or situations shall this Agreement be more strongly construed against COUNTY than against CONSULTANT.

B. Any ambiguity or uncertainty in the specifications shall not be construed against the drafter.

C. The passing, approval, and/or acceptance by COUNTY of any of the services furnished by CONSULTANT shall not operate as a waiver by COUNTY of strict compliance with the terms of this Agreement, and specifications covering the services.
D. CONSULTANT agrees that County Administrator or his designated representatives may visit CONSULTANT'S facility (ies) periodically to conduct random evaluations of services during CONSULTANT'S normal business hours.
E. CONSULTANT has, and shall maintain throughout the term of this Agreement, appropriate licenses and approvals required to conduct its business, and will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to COUNTY upon request.
F.

Section 7. NOTICES

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

To the COUNTY: County Administrator, Mr. Roman Gastesi
1100 Simonton Street, Suite 205
Key West, Florida 33040

To the CONSULTANT: Terramar Environmental Services, inc.
1241 Crane Blvd.
Sugarloaf Key, FL 33042

Section 8. RECORDS

CONSULTANT shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the agreement and for five (5) years following the termination of this Agreement. If an auditor employed by the COUNTY or Clerk determines that monies paid to CONSULTANT pursuant to this Agreement were spent for purposes not authorized by this Agreement, the CONSULTANT shall repay the monies together with interest calculated pursuant to Section 55.03 of the F.S., running from the date the monies were paid to Consultant.

Section 9. EMPLOYEES SUBJECT TO COUNTY ORDINANCE NOS. 010 AND 020-1990

The CONSULTANT warrants that it has not employed, retained or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision the COUNTY may, in its discretion, terminate this agreement without liability and may also, in its discretion, deduct from the agreement or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid to

the former County officer or employee.

Section 10. CONVICTED VENDOR

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

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a Agreement with a public entity for the construction or repair of a public building or public work, may not perform work as a CONSULTANT, supplier, subConsultant, or CONSULTANT under Agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for the Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

Section 11. GOVERNING LAW, VENUE, INTERPRETATION, COSTS AND FEES

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to Agreements made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the COUNTY and CONSULTANT agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

Section 12. SEVERABILITY

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

Section 13. ATTORNEY'S FEES AND COSTS

The COUNTY and CONSULTANT agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, and court costs, as an award against the non-prevailing party. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the Circuit Court of Monroe County.

Section 14. BINDING EFFECT

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

Section 15. AUTHORITY

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

Section 16. ADJUDICATION OF DISPUTES OR DISAGREEMENTS

COUNTY and CONSULTANT agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. This Agreement shall not be subject to arbitration.

Section 17. COOPERATION

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

Section 18. NONDISCRIMINATION

COUNTY and CONSULTANT agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. COUNTY or CONSULTANT agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; Title IX of the

Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

Section 19. COVENANT OF NO INTEREST

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

Section 20. CODE OF ETHICS

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

Section 21. NO SOLICITATION/PAYMENT

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

Section 22. PUBLIC ACCESS

The COUNTY and CONSULTANT shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and

CONSULTANT in conjunction with this Agreement; and the COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by CONSULTANT.

Section 23. NON-WAIVER OF IMMUNITY

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

Section 24. PRIVILEGES AND IMMUNITIES

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

Section 25. LEGAL OBLIGATIONS AND RESPONSIBILITIES

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

Section 26. NON-RELIANCE BY NON-PARTIES

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

Section 27. ATTESTATIONS

CONSULTANT agrees to execute such documents as the COUNTY may reasonably require, including, but not being limited to, a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement, Lobbying and Conflict of Interest Clause, and Non-Collusion Agreement.

Section 28. NO PERSONAL LIABILITY

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

Section 29. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

Section 30. SECTION HEADINGS

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

Section 31. INSURANCE POLICIES

31.1 General Insurance Requirements for Other Consultants and SubConsultants.
As a pre-requisite of the work governed, the CONSULTANT shall obtain, at his/her own expense, insurance as specified in any attached schedules, which are made part of this contract. The CONSULTANT will ensure that the insurance obtained will extend protection to all SubConsultants engaged by the CONSULTANT. As an alternative, the CONSULTANT may require all SubConsultants to obtain insurance consistent with the attached schedules; however CONSULTANT is solely responsible to ensure that said insurance is obtained and shall submit proof of insurance to COUNTY. Failure to provide proof of insurance shall be grounds for termination of this Agreement.

The CONSULTANT will not be permitted to commence work governed by this contract until satisfactory evidence of the required insurance has been furnished to the COUNTY as specified below. Delays in the commencement of work, resulting from the failure of the CONSULTANT to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the CONSULTANT's failure to provide satisfactory evidence.

The CONSULTANT shall maintain the required insurance throughout the entire term of this contract and any extensions specified herein. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced and/or termination of this Agreement and for damages to the COUNTY. Delays in the completion of work resulting from the failure of the CONSULTANT to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the CONSULTANT's failure to maintain the required insurance.

The CONSULTANT shall provide, to the COUNTY, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance, or
- A Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract. All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Consultant's insurance shall not be construed as relieving the Consultant from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

31.2 **Insurance Requirements** *(Note: amounts of coverage are subject to change in final contract)*

Prior to the commencement of work governed by this contract, the CONSULTANT shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Bodily Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be $500,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

$250,000 per Person

$500,000 per Occurrence

$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

31.3 Vehicle Liability Insurance requirements

Recognizing that the work governed by this contract requires the use of vehicles, the CONSULTANT, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

$100,000 per Person

$300,000 per Occurrence

$ 50,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

31.4 Workers' Compensation Insurance Requirements

Prior to commencement of work governed by this contract, the CONSULTANT shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the CONSULTANT shall obtain Employers' Liability Insurance with limits of not less than:

$500,000 Bodily Injury by Accident

$500,000 Bodily Injury by Disease, policy limits

$500,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract. Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

31.5 Professional Liability Requirements

Recognizing that the work governed by this contract involves the furnishing of advice or services of a professional nature, the Consultant shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Consultant arising out of work governed by this contract.

The minimum limits of liability shall be$500,000 per occurrence/$1,000,000 Aggregate

Section 32. INDEMNIFICATION

The CONSULTANT does hereby consent and agree to indemnify and hold harmless the COUNTY, its Mayor, the Board of County Commissioners, appointed Boards and Commissions, Officers, and the Employees, and any other agents, individually and collectively, from all fines, suits, claims, demands, actions, costs, obligations, attorney's fees, or liability of any kind arising out of the sole negligent actions of the CONSULTANT or substantial and unnecessary delay caused by the willful nonperformance of the CONSULTANT and shall be solely responsible and answerable for any and all accidents or injuries to persons or property arising out of its performance of this contract. The amount and type of insurance coverage requirements set forth hereunder shall in no way be construed as limiting the scope of indemnity set forth in this paragraph. Further the CONSULTANT agrees to defend and pay all legal costs attendant to acts attributable to the sole negligent act of the CONSULTANT.

Section 34 INDEPENDENT CONSULTANT. At all times and for all purposes hereunder, the CONSULTANT is an independent Consultant and not an employee of the Board of County Commissioners. No statement contained in this agreement shall be construed so as to find the CONSULTANT or any of his/her employees, Consultants, servants or agents to be employees of the Board of County Commissioners for Monroe County. As an independent Consultant the CONSULTANT shall provide independent, professional judgment and comply with all federal, state, and local statutes, ordinances, rules and regulations applicable to the services to be provided.

Section 35 COMPLETENESS OF WORK. The CONSULTANT shall be responsible for the completeness and accuracy of its work, plan, supporting data, and other documents prepared or compiled under its obligation for this project, and shall correct at its expense all significant errors or omissions therein which may be disclosed. The cost of the work necessary to correct those errors attributable to the CONSULTANT and any damage incurred by the COUNTY as a result of additional costs caused by such errors shall be chargeable to the CONSULTANT. This provision shall not apply to any maps, official records, contracts, or other data that may be provided by the COUNTY or other public or semi-public agencies.

The CONSULTANT agrees that no charges or claims for damages shall be made by it for any delays or hindrances attributable to the COUNTY during the progress of any portion of the services specified in this contract. Such delays or hindrances, if any, shall be compensated for by the COUNTY by an extension of time for a reasonable period for the CONSULTANT to complete the work schedule. Such an agreement shall be made between the parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the 15th day of November 2022.

(SEAL)

BOARD OF COUNTY COMMISSIONERS

Attest: **Kevin Madok, CLERK**
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

By: _____
Mayor

(CORPORATE SEAL)

CONSULTANT

ATTEST:

By _____

By: Rowena P. Garcia
Title: President

FILED FOR RECORD
2022 DEC 20 AM 11:22
CLERK CIR. CT.
MONROE COUNTY, FL

EXHIBIT A SCOPE OF SERVICES

SCOPE OF WORK

The project consists of:

A. Updates to the existing land cover classification described above to meet the needs of the Planning & Environmental Resources Department utilizing the 2022 digital orthophotography described in 1.04.

B. Perform quality control and quality assurance (including groundtruthing of digital orthophotograph land cover signatures) to determine the accuracy of the final land cover dataset. The quality control and quality assurance and cover and classification delineation techniques will be summarized in a written report.

C. Tier Mapping. Consultant shall review existing Tier Overlay District maps and make recommendations for revisions or amendments in accordance with Comprehensive Plan Policy 106.1.1 and Monroe County Land Development Code Chapter 130-130 (c). Prior to Monroe County processing updates to the Land Development Code Tier (Zoning) Overlay District Map, the Consultant shall evaluate the listed threatened and endangered species (as of 2022) and the criteria included in Policy 205.1.1 (Tier Overlay District designation criteria) to determine if amendments are required to further protect and enhance native upland vegetation.

D. Technical Support for Tier Development Review Committee. Consultant shall provide a professional biologist familiar with the native vegetation and plant communities of the Florida Keys to provide technical support to the County with the responsibility of tier designation review utilizing the criteria for tier placement and best available data to recommend amendments to ensure implementation of and adherence to the Florida Keys Carrying Capacity Study, Policy 106.1.1 and LDC Section 130-130(c).

E. Deliverables at a minimum shall include:
   1. Habitat mapping: a GIS File Geodatabase containing the land cover dataset compatible with ArcGIS 10.8.1 and ArcGIS Pro 2.7.2 or most recent version and associated metadata file. The data will be in the NAD 1983 (2011) State Plane Florida East coordinate system, in units of US Survey Feet.
   2. A Final Report detailing changes in Land Cover by habitat type and reason for the change (eg: development, mapping error, environmental conditions, etc). The Final Report shall include a review of the QA/QC procedures and will address issues encountered with polygon classification such as photo quality, signature variance or misinterpretations of mapping units, etc.
   3. Preliminary Tier Overlay District map amendment recommendations
   4. Technical Support for up to six (6) TDRC meetings over a six month period.

The County shall own the deliverables, and shall have sole rights to reproduce and sell any data or derivative information, and Respondent shall have no copy right or right to sell the data set or derivative of the data set resulting from this RFP.

F. It is anticipated that this project can be completed within eighteen (18) months of authorization to commence work.

Cost Proposal

Subtask	Deliverable	Due Date	Invoice Amount
1.3.1	Project Kickoff Meeting, Data & Imagery QA	11/23/2022	$20,667.88
1.3.2	Desktop Photointerpretation	5/10/2023	$40,828.02
1.3.3	Initial Fieldwork	6/21/2023	$34,529.50
1.3.4	Fieldwork QA	7/19/2023	$32,609.84
1.3.5	Final QA	8/24/2023	$19,222.04
1.3.6	Tier Mapping	8/24/2023	$15,323.36
1.3.7	TDRC Meetings	2/23/2024	$45,818.50
1.3.8	Final Report	4/8/2024	$16,645.18
Task Assignment Total			**$225,644.32**

County Forms

RESPONSE FORM

RESPOND TO: MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

Purchasing Department

GATO BUILDING, ROOM 2-213

1100 SIMONTON STREET

KEY WEST, FLORIDA 33040

☑ I acknowledge receipt of Addenda No.(s) N/A

I have included:

- Response Form ☒
- Lobbying and Conflict of Interest Clause ☒
- Non-Collusion Affidavit ☒
- Drug Free Workplace Form ☒
- Public Entity Crime Statement ☒
- Monroe County occupational license and relevant County occupational licenses are required to be obtained within ten days of award of the contract ☒
- Local Preference Form (if applicable) ☒

☐ I have included a current copy of the following professional and occupational licenses:

Monroe County Business License

If the applicant is not an individual (sole proprietor), please supply the following information:

APPLICANT ORGANIZATION: Terramar Environmental Services, Inc.
(Registered business name must appear exactly as it appears on www.sunbiz.org).

Any applicant other than an individual (sole proprietor) must submit a printout of the "Detail by Entity Name" screen from Sunbiz, and a copy of the most recent annual report filed with the Florida Department of State, Division of Corporations.

Mailing Address: 1241 Crane Boulevard, Sugarloaf Key, Florida 33042

Telephone: 305.393.4200 Fax: _____ Date _____

Signed: _____ Witness: _____

Rowena P. Garcia, President Nichole Frank

RFP for Update of 2009 Geospatial Land Cover Dataset for the Florida Keys 39

(Print Name) (Print Name)

Rowena P. Garcia, President

(Title)

STATE OF: Florida

COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me on AUGUST 15, 2022 (date) by ROWENA GARCIA (name of affiant). He/She is personally known to me or has produced FLDL (type of identification) as identification.

Lisa M Cole NOTARY PUBLIC My Commission Expires:

LISON M. COLE
MY COMMISSION #GG[illegible]
EXPIRES [illegible]

LOBBYING AND CONFLICT OF INTEREST CLAUSE

SWORN STATEMENT UNDER ORDINANCE NO. 010-1990

MONROE COUNTY, FLORIDA

ETHICS CLAUSE

"Terramar Environmental Services, Inc."

(Company)

"...warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee."

(Signature) Rowena P. Garcia, President

Date: 8/15/2022

STATE OF: Florida

COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me on August 15, 2022

(date) by Rowena Garcia (name of affiant). He/She is personally known to me or has produced FLDL (type of identification) as identification

NOTARY PUBLIC

My Commission Expires:

NON-COLLUSION AFFIDAVIT

I, Rowena P. Garcia of the County of Monroe according to law on my oath, and under penalty of perjury, depose and say that

1. I am Rowena P. Garcia, President of the firm of Terramar Environmental Services, Inc. the bidder making the Proposal for the project described in the Request for Proposals for Updates of 2009 Geospatial Land Cover Dataset and that I executed the said proposal with full authority to do so;
2. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
3. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and
4. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
5. The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

RPGarcia

(Signature) Rowena P. Garcia, President

Date: August 15, 2022

STATE OF: Florida

COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me on August 15, 2022

(date) by ROWENA GARCIA (name of affiant). He/She is personally known to me or has produced FLDL (type of identification) as identification.

Jimulo

NOTARY PUBLIC

My Commission Expires:

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

Terramar Environmental Services, Inc.

(Name of Business)

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contenderre to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposes a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

RPGarcia

(Signature) Rowena P. Garcia, President

Date: 8/15/2022

STATE OF: Florida

COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me on 8/15/22 (date) by

ROWENA GARCIA (name of affiant). He/She is personally known to me or has produced

FLDL (type of identification) as identification.

Jmlcole

NOTARY PUBLIC

My Commission Expires:

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Consultant, supplier, subConsultant, or CONSULTANT under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

I have read the above and state that neither Terramar Environmental Services, Inc. (Proposer's name) nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

RP Garcia
(Signature) Rowena P. Garcia, President

Date: 8/15/2022

STATE OF: Florida

COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me on 8/15/22

(date) by ROWENA GARCIA (name of affiant). He/She is personally known to me or has produced FL DL (type of identification) as identification.

Kimm Cole
NOTARY PUBLIC

My Commission Expires: [illegible]

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Project Description(s): Updates of 2009 Geospatial Land Cover Dataset and Tier Overlay District Maps for the Florida Keys

Respondent Vendor Name: Terramar Environmental Services, inc.

Vendor FEIN: 20-1899329

Vendor's Authorized Representative Name and Title: Rowena P. Garcia, President

Address: 1241 Crane Boulevard, Sugarloaf Key, Florida 33042

City: _____ State: _____ Zip: _____

Phone Number: 305-393-4200

Email Address: terramar.env@gmail.com

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies List, created pursuant to Section 215.4725, Florida Statutes. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the Section entitled "Respondent Vendor Name" is not listed on the Scrutinized Companies List and for Projects of $1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria.

I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the County may be terminated, at the option of the County, if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies List or placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria.

Certified By: Rowena P. Garcia, President, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: RPGarcia

Print Name: Rowena P. Garcia

Title: President

Note: The List are available at the following Department of Management Services Site:
http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

LOCAL PREFERENCE FORM

A. Vendors claiming a local preference according to Ordinance 023-2009 must complete this form.

Name of Bidder/Responder Terramar Environmental Services, Inc Date: _____

1. Does the vendor have a valid receipt for the business tax paid to the Monroe County Tax Collector dated at least one year prior to the notice or request for bid or proposal? YES (Please furnish copy.)

2. Does the vendor have a physical business address located within Monroe County from which the vendor operates or performs business on a day to day basis that is a substantial component of the goods or services being offered to Monroe County? Yes, been at this location since 2004.

List Address: 1241 Crane Boulevard, Sugarloaf Key, Florida 33042

Telephone Number: 305.393.4200

B. Does the vendor/prime Consultant intend to subcontract 50% or more of the goods, services or construction to local businesses meeting the criteria above as to licensing and location? _____

If yes, please provide:

1. Copy of Receipt of the business tax paid to the Monroe County Tax Collector by the subConsultant dated at least one year prior to the notice or request for bid or proposal.

2. SubConsultant Address within Monroe County from which the subConsultant operates:
1241 Crane Blvd., Sugarloaf Key, FL 33042

Telephone Number 305-393-4200

By: _____ Print Name: Rowena P. Garcia, President

Signature and Title of Authorized Signatory for Bidder/Responder

STATE OF Florida

COUNTY OF Monroe

On this 15th day of August, 2022, before me, the undersigned notary public, personally appeared Rowena Garcia, known to me to be the person whose name is subscribed above or who produced FLDL as identification, and acknowledged that he/she is the person who executed the above Local Preference Form for the purposes therein contained.

Lism Cole

Notary Public

Lism M Cole

Print Name

My commission expires: 1/9/2023

Seal

LISON M. COLE

TERRENV-03 KOTHALEV

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America
13361 Overseas Highway
Marathon, FL 33050

CONTACT NAME: Angie Dail
PHONE (A/C, No, Ext): (407) 998-5583 15583 FAX (A/C, No): (407) 788-7933
E-MAIL ADDRESS: angie.dail@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Homeland Insurance Company of New York	34452
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Terramar Environmental Services, Inc.
1241 Crane Blvd.
Sugarloaf Key, FL 33042

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		793-00-32-85-0007	4/16/2022	4/16/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						PROFESSIONAL LI	$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liabili			793-00-32-85-0007	4/16/2022	4/16/2023	Per Claim	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Monroe County Board of County Commissioners is additional insured with respects to General Liability when required by written contract.

APPROVED BY RISK MANAGEMENT
BY
DATE 12/5/2022
WAIVER N/A___YES X
WC and Auto/Ad Insd waived

CERTIFICATE HOLDER

Monroe County Board of County Commissioners
1100 Simonton Street
Key West, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
- A221073

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The ACORD name and logo are registered marks of ACORD

Thank you for choosing Allstate

Proof of Insurance Card

For your convenience, two insurance cards have been included for each vehicle. State law requires that one of these cards be kept in each vehicle. Please place them in your vehicles by the effective date.

IDFL

Please use the printed Insurance Cards below.

Please use the printed Insurance Cards below.

Florida Automobile Insurance Identification Card

Allstate Property and Casualty Insurance Company

POLICY NUMBER	COMPANY CODE	EFFECTIVE DATE
961 240 775	**-01940**	**10/10/22**

[X] PERSONAL INJURY PROTECTION BENEFITS/ PROPERTY DAMAGE LIABILITY

[X] BODILY INJURY LIABILITY

Philip A Frank, Rowena P Garcia

YEAR / MAKE / MODEL	VEHICLE ID NUMBER
2009 Toyota Matrix	**2T1KU40E99C001635**

NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

Florida Automobile Insurance Identification Card

Allstate Property and Casualty Insurance Company

POLICY NUMBER	COMPANY CODE	EFFECTIVE DATE
961 240 775	**-01940**	**10/10/22**

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[X] PERSONAL INJURY PROTECTION BENEFITS/ PROPERTY DAMAGE LIABILITY

[X] BODILY INJURY LIABILITY

Philip A Frank, Rowena P Garcia

YEAR / MAKE / MODEL	VEHICLE ID NUMBER
2014 Ford Truck F150 2wd	**1FTFX1CT8EKE17539**

NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

Florida Automobile Insurance Identification Card

Allstate Property and Casualty Insurance Company

POLICY NUMBER	COMPANY CODE	EFFECTIVE DATE
961 240 775	**-01940**	**10/10/22**

[X] PERSONAL INJURY PROTECTION BENEFITS/ PROPERTY DAMAGE LIABILITY

[X] BODILY INJURY LIABILITY

Philip A Frank, Rowena P Garcia

YEAR / MAKE / MODEL	VEHICLE ID NUMBER
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NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

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POLICY NUMBER	COMPANY CODE	EFFECTIVE DATE
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[X] PERSONAL INJURY PROTECTION BENEFITS/ PROPERTY DAMAGE LIABILITY

[X] BODILY INJURY LIABILITY

Philip A Frank, Rowena P Garcia

YEAR / MAKE / MODEL	VEHICLE ID NUMBER
2014 Lexus Rx350	**2T2ZK1BA2EC147300**

NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

Florida Automobile Insurance Identification Card

Allstate Property and Casualty Insurance Company

POLICY NUMBER	COMPANY CODE	EFFECTIVE DATE
961 240 775	**-01940**	**10/10/22**

[X] PERSONAL INJURY PROTECTION BENEFITS/ PROPERTY DAMAGE LIABILITY

[X] BODILY INJURY LIABILITY

Philip A Frank, Rowena P Garcia

YEAR / MAKE / MODEL	VEHICLE ID NUMBER
2014 Lexus Rx350	**2T2ZK1BA2EC147300**

NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

APPROVED BY RISK MANAGEMENT

BY _____

DATE 12/5/2022

WAIVER N/A___YES___

Please use the printed Insurance Cards below.

Please use the printed Insurance Cards below.

If you have an accident or loss:

- Get medical attention if needed. Notify the police immediately.
- Obtain names, addresses, phone numbers (work & home) and license plate numbers of all persons involved, including passengers and witnesses.
- Call 1-800-ALLSTATE (1-800-255-7828), logon to allstate.com or contact your agent as soon as possible.

  McKnight & Company
  (352) 371-2204
  4004 NW 13th St
  Gainesville, FL 32609
- If you carry Auto Collision Insurance: Rental car coverage is provided, see outline of coverage. (This means Auto Collision Insurance will apply to a vehicle rented on a short-term basis, not that you will be reimbursed for the cost of renting a substitute vehicle)

Misrepresentation of insurance is a first degree misdemeanor

If you have an accident or loss:

- Get medical attention if needed. Notify the police immediately.
- Obtain names, addresses, phone numbers (work & home) and license plate numbers of all persons involved, including passengers and witnesses.
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Misrepresentation of insurance is a first degree misdemeanor

065 010 069
220830A001300
AUTR41FL20220831024352O2A-000171-003-0-00-11

Renewal auto policy declarations

Platinum Gold Standard

Allstate.

Your policy effective date is October 10, 2022

Total Premium for the Policy Period

Please review your insured vehicles and verify their VINs are correct.

Vehicles covered	*Identification Number (VIN)*	*Premium*
2014 Lexus Rx350	2T2ZK1BA2EC147300	$1,625.99
2014 Ford Truck F150 2wd	1FTFX1CT8EKE17539	908.12
2009 Toyota Matrix	2T1KU40E99C001635	1,751.89
Additional coverages		
Total*		**$4,286.00**

**** Your bill will be mailed separately. Before making a payment, please refer to your latest bill, which includes payment options and installment fee information. If you do not pay in full, you will be charged an installment fee(s). If you do not pay your bill by the due date shown on your billing statement, you may be charged a late fee.***

See the **Important payment and coverage information** section for details about installment fees.

Discounts (included in your total premium)

Anti-theft	**$5.16**	Passive Restraint	**$110.93**
Antilock Brakes	**$189.73**	Home Ownership	**$322.00**
Drivewise®	**$114.53**	Premier Plus	**$1,910.76**
Good Student	**$394.68**	teenSMART	**$175.42**
Total discounts			**$3,223.21**

Discounts per vehicle

2014 Lexus Rx350			**$290.15**
Anti-theft	$2.83	Passive Restraint	$47.82
Antilock Brakes	$71.97	Home Ownership	$123.58
Drivewise®	$43.95		
2014 Ford Truck F150 2wd			**$692.94**
Anti-theft	$2.33	Passive Restraint	$19.27
Antilock Brakes	$34.66	Home Ownership	$61.13
Premier Plus	$553.80	Drivewise®	$21.75
2009 Toyota Matrix			**$2,240.12**
Good Student	$394.68	Passive Restraint	$43.84
Antilock Brakes	$83.10	Home Ownership	$137.29
teenSMART	$175.42	Premier Plus	$1,356.96
Drivewise®	$48.83		

Information as of August 30, 2022

Summary

Named Insured(s)
Philip Frank and Rowena Garcia

Mailing address
1241 Crane Blvd
Sugarloaf Key FL 33042-3160

Policy number
961 240 775

Your policy provided by
Allstate Property and Casualty Insurance Company

Policy period
Beginning **October 10, 2022** through **April 10, 2023** at 12:01 a.m. standard time

Your Allstate agency is
McKnight & Company
4004 NW 13th St
Gainesville FL 32609
(352) 371-2204
LMCKNIGHT1@ALLSTATE.COM

Some or all of the information on your Policy Declarations is used in the rating of your policy or it could affect your eligibility for certain coverages. Please notify us immediately if you believe that any information on your Policy Declarations is incorrect. We will make corrections once you have notified us, and any resulting rate adjustments, will be made only for the current policy period or for future policy periods. Please also notify us immediately if you believe any coverages are not listed or are inaccurately listed.

Surcharge (included in your total premium)

Chargeable Accident	$124.29
▪ 2014 Lexus Rx350	
Total surcharges	**$124.29**

Listed drivers on your policy*

Philip Frank
Rowena Garcia
Nathaniel Frank

**Are there licensed drivers not listed above who either reside in your household (even if temporarily away from home) or are guests staying in your home for an extended period? If so, please contact us so your policy information and coverage is up to date. There are circumstances under which a loss may not be covered by this policy because the auto was being operated by someone residing at your house who is not listed on the policy. Additional detail about how we treat undisclosed drivers can be found in your policy.*

Excluded drivers from your policy

None

Allstate

Coverage detail for 2014 Lexus Rx350

Coverage	*Limits*	*Deductible*	*Premium*
Personal Injury Protection		$0	$125.54
Death Benefit	$5,000 each person		
Aggregate Medical Expenses (Emergency or Non-Emergency Medical Condition), Income Loss and Loss of Services	$10,000 each person		
Medical Expenses Limit:			
Medical Expenses - Emergency Medical Condition OR Medical Expenses - Non-Emergency Medical Condition	$10,000 each person $2,500 each person		
The sum of Medical Expenses, Income Loss and Loss of Services benefits cannot exceed the aggregate $10,000 limit.			
Auto Collision Insurance	Actual cash value	$500	$252.82
Auto Comprehensive Insurance	Actual cash value	$500	$62.48
Automobile Liability Insurance			
▪ Bodily Injury	$1,000,000 each person $1,000,000 each occurrence	Not applicable	$920.79
▪ Property Damage	$1,000,000 each occurrence	Not applicable	$148.57
Collision for Custom Equipment	**Not purchased***		
Comprehensive for Custom Equipment	**Not purchased***		
Roadside Coverage	$100	Not applicable	$6.40
Transportation Expense	**Not purchased***		
Uninsured Motorists Insurance for Bodily Injury	$100,000 each person $300,000 each accident	Not applicable	$109.39
Uninsured Motorists Insurance limits of insured vehicles may not be stacked.			
Auto Replacement Protection	**Not purchased***		
Automobile Medical Payments	**Not purchased***		
Portable Electronics and Media	**Not purchased***		

(continued)

Coverage	*Limits*	*Deductible*	*Premium*
Sound System	**Not purchased***		
Total premium for 2014 Lexus Rx350			**$1,625.99**

*** This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect you.**

VIN 2T2ZK1BA2EC147300

Rating information
- This vehicle is driven over 7,500 miles per year, for pleasure, adult age 54, with no unmarried driver under 25

Coverage detail for 2014 Ford Truck F150 2wd

Coverage	*Limits*	*Deductible*	*Premium*
Personal Injury Protection		$0	$58.96
Death Benefit	$5,000 each person		
Aggregate Medical Expenses (Emergency or Non-Emergency Medical Condition), Income Loss and Loss of Services	$10,000 each person		
Medical Expenses Limit:			
Medical Expenses - Emergency Medical Condition OR Medical Expenses - Non-Emergency Medical Condition	$10,000 each person $2,500 each person		
The sum of Medical Expenses, Income Loss and Loss of Services benefits cannot exceed the aggregate $10,000 limit.			
Auto Collision Insurance	Actual cash value	$500	$124.16
Auto Comprehensive Insurance	Actual cash value	$500	$53.02
Automobile Liability Insurance			
▪ Bodily Injury	$1,000,000 each person $1,000,000 each occurrence	Not applicable	$471.65
▪ Property Damage	$1,000,000 each occurrence	Not applicable	$84.54
Collision for Custom Equipment	**Not purchased***		
Comprehensive for Custom Equipment	**Not purchased***		
Roadside Coverage	$100	Not applicable	$6.40
Transportation Expense	**Not purchased***		

(continued)

Coverage	*Limits*	*Deductible*	*Premium*
Uninsured Motorists Insurance for Bodily Injury	$100,000 each person $300,000 each accident	Not applicable	$109.39
Uninsured Motorists Insurance limits of insured vehicles may not be stacked.			
Auto Replacement Protection	**Not purchased***		
Automobile Medical Payments	**Not purchased***		
Portable Electronics and Media	**Not purchased***		
Sound System	**Not purchased***		
Total premium for 2014 Ford Truck F150 2wd			**$908.12**

*** This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect you.**

VIN 1FTFX1CT8EKE17539

Rating information
- This vehicle is driven over 7,500 miles per year, for pleasure, adult age 61, with no unmarried driver under 25, good driver rate

Coverage detail for 2009 Toyota Matrix

Coverage	*Limits*	*Deductible*	*Premium*
Personal Injury Protection		$0	$116.25
Death Benefit	$5,000 each person		
Aggregate Medical Expenses (Emergency or Non-Emergency Medical Condition), Income Loss and Loss of Services	$10,000 each person		
Medical Expenses Limit:			
Medical Expenses - Emergency Medical Condition OR Medical Expenses - Non-Emergency Medical Condition	$10,000 each person $2,500 each person		
The sum of Medical Expenses, Income Loss and Loss of Services benefits cannot exceed the aggregate $10,000 limit.			
Auto Collision Insurance	**Not purchased***		
Auto Comprehensive Insurance	**Not purchased***		
Automobile Liability Insurance			
▪ Bodily Injury	$1,000,000 each person $1,000,000 each occurrence	Not applicable	$1,302.72
▪ Property Damage	$1,000,000 each occurrence	Not applicable	$217.13
Collision for Custom Equipment	**Not purchased***		

(continued)

Coverage	*Limits*	*Deductible*	*Premium*
Comprehensive for Custom Equipment	**Not purchased***		
Roadside Coverage	$100	Not applicable	$6.40
Transportation Expense	**Not purchased***		
Uninsured Motorists Insurance for Bodily Injury	$100,000 each person $300,000 each accident	Not applicable	$109.39
Uninsured Motorists Insurance limits of insured vehicles may not be stacked.			
Auto Replacement Protection	**Not purchased***		
Automobile Medical Payments	**Not purchased***		
Portable Electronics and Media	**Not purchased***		
Sound System	**Not purchased***		
Total premium for 2009 Toyota Matrix			**$1,751.89**

*** This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect you.**

VIN 2T1KU40E99C001635

Rating information
- This vehicle is driven over 7,500 miles per year, unmarried male age 17, good driver rate

Additional coverage

The following policy coverage is also provided.

Coverage	*Limits*	*Deductible*	*Premium*
Automobile Death Indemnity Insurance	$10,000 benefit	Not applicable	Included
Identity Theft Expenses	**Not purchased***		
Total			**$0.00**

**** This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your Allstate agent to discuss coverage options and other products and services that can help protect you.***

Your policy documents

Your automobile policy consists of this Policy Declarations and the documents in the following list. Please keep these together.

- Allstate Auto Policy – ACR208
- Florida Amendatory Endorsement – ACR339
- FL PIP Amendatory Endorsement – ACR209-1
- Uninsured Motorists Amendatory Endorsement – ACR210-1
- Automobile Death Indemnity Insurance – Coverage CM – ACR211
- Bundling Rewards Amendatory Endorsement – ACR213
- FL Glass Schedule Endorsement – ACR235

Important payment and coverage information

Here is some additional, helpful information related to your coverage and paying your bill:

▶You are earning a discount of $114.53 for participating in Drivewise®.

▶You earned $74.57 in cash as of 10/10/2022 from Drivewise®. Continue driving safely to earn more cash every 6 months.

▶A $10.00 late fee may be assessed if payment is received after the due date.

▶Your rate is lower because you are insuring multiple cars.

▶If you decide to pay your premium in installments, there will be a $3.00 installment fee charge for each payment due. If you make 6 installment payments during the policy period, and do not change your payment plan method, then the total amount of installment fees during the policy period will be $18.00.

If you are on the Allstate® Easy Pay Plan, there will be a $1.50 installment fee charge for each payment due. If you make 6 installment payments during the policy period, and remain on the Allstate® Easy Pay Plan, then the total amount of installment fees during the policy period will be $9.00.

If you change payment plan methods or make additional payments, your installment fee charge for each payment due and the total amount of installment fees during the policy period may change or even increase.

Please note that the Allstate® Easy Pay Plan allows you to have your insurance payments automatically deducted from your checking or savings account.

Florida required communications

▶ **If You Have a Question About Your Insurance...**
If you wish to present an inquiry or obtain information about coverage, or if you need assistance in resolving a complaint, please call (352) 371-2204.

Allstate Property and Casualty Insurance Company's Secretary and President have signed this policy with legal authority at Northbrook, Illinois. This policy is binding with the countersignature of an authorized Allstate Property and Casualty Insurance Company agent.

William Hill
President

Susan L. Lees
Secretary

Policy countersigned by McKnight & Company

FL010RBD 10/19

Policy Endorsement

Policy number: **961 240 775**
Policy effective date: October 10, 2022

The following endorsement changes your policy.
Please read this document carefully and keep it with your policy.

Florida
Amendatory Endorsement – ACR339

(Ed. 08/22)

I. In the **General Provisions** section of the policy the following changes are made:

A. Under **Definitions Used Throughout The Policy**, the following definition is added:

- **Personal Vehicle Sharing Program** means an association or legal entity engaged in the business or activity of facilitating the sharing of vehicles for personal transportation use by individuals.

B. The **Where Lawsuits May Be Brought** provision is replaced by the following:

Where Lawsuits May Be Brought
Subject to the following three paragraphs, any and all lawsuits in any way related to this policy shall be brought, heard, and decided only in a state or federal court located in Florida. Any and all lawsuits against persons not parties to this policy but involved in the sale, administration, performance, or alleged breach of this policy or involved in any other way with this policy, shall be brought, heard, and decided only in a state or federal court located in Florida, provided that such persons are subject to or consent to suit in the courts specified in this paragraph.

If a covered loss to property **we** insure under this policy, a covered motor vehicle accident, or any other occurrence for which coverage applies under this policy happens outside Florida, lawsuits regarding that covered loss to property, covered motor vehicle accident, or other covered occurrence may also be brought in the judicial district where that covered loss to property, covered motor vehicle accident, or other covered occurrence happened.

Unless **we** agree otherwise, any legal action against **us** must be brought in a court of competent jurisdiction in the county where **your** covered auto is principally garaged.

Nothing in this provision, **Where Lawsuits May Be Brought**, shall impair any party's right to remove a state court lawsuit to a federal court.

II. **Part 1—Automobile Liability Insurance**, **Bodily Injury Liability and Property Damage Liability Coverages AA and BB** is amended as follows:

A. Under **Additional Payments We Will Make**, item 2 is replaced by the following:

2. court costs for defense. This section does not include attorney fees, costs or sanctions awarded or assessed against an **insured person** except for those that were imposed, in a case in which **we** provided a defense, by a court for an offer of judgment or proposal for settlement pursuant to section 768.79, Florida Statutes, or the applicable Florida or federal rule of procedure, that was in an amount that did not exceed **our** limits of liability. In cases involving more than one **insured person**, the total amount of the offers of judgment or proposal for settlement must not exceed **our** limits of liability. This means that under no circumstances will **we** pay attorney fees, costs or sanctions awarded where the amount for offers of judgment or proposals for settlement exceeds **our** limit of liability.

B. Under **Additional Definitions For Part I**, the definition of **insured person** is replaced by the following:

3. **Insured Person** means:
   a. While using **your insured auto** other than a **non-owned auto**:
      (i) **you**;
      (ii) any **resident**; and
      (iii) any other person using it with **your** permission;
   b. While using a **non-owned auto**:
      (i) **you**;
      (ii) any **resident** relative using a four-wheel private passenger **auto** or **utility auto**; or
   c. Any other person or organization liable for the use of an **insured auto** if the **auto** is not owned or hired by that person or organization, provided the use is by an **insured person** under a. or b. above and then only for that person's acts or omissions.

C. Under **Exclusions—What Is Not Covered**, item 3 is replaced by the following:

3. **bodily injury** or **property damage** arising out of the use of **your insured auto** while it is:
   a. rented to, leased to, or provided in exchange for a charge to, any person or organization by or with the permission of an **insured person** (this exclusion will only apply to damages that are in excess of the minimum limits of liability coverage required by the financial responsibility laws of the state of Florida); or
   b. being used as part of a **Personal Vehicle Sharing Program**.

These exclusions do not apply to an **insured person** using a non-owned motor vehicle with the permission of the vehicle's owner.

III. In **Part 2—Automobile Medical Payments Coverage CC**, under **Exclusions—What Is Not Covered**, item 5 is replaced by the following:

5. **bodily injury** arising out of the use of **your insured auto** while it is:
   a. rented to, leased to, or provided in exchange for a charge to, any person or organization by or with the permission of an **insured person**; or
   b. being used as part of a **Personal Vehicle Sharing Program**.

   This exclusion does not apply to an **insured person** using a non-owned **motor vehicle** with the permission of the vehicle's owner.

IV. In **Part 3—Protection Against Loss To The Auto**, under **Exclusions—What Is Not Covered**, item 12 is replaced by the following:

12. loss arising out of the use of **your insured auto**, **trailer**, or **travel-trailer** while it is:
   a. rented to, leased to, or provided in exchange for a charge to, any person or organization by or with the permission of an **insured person**; or
   b. being used as part of a **Personal Vehicle Sharing Program**.

   This exclusion does not apply to an **insured person** using a non-owned motor vehicle with the permission of the vehicle's owner.

All other policy terms and conditions apply.

The following endorsement changes your policy.
Please read this document carefully and keep it with your policy.

Florida Personal Injury Protection Coverage -VA - ACR209-1

(Ed. 08/22)

In accordance with the Florida Motor Vehicle No-Fault Law, **we** will pay to or on behalf of the **injured person** the following benefits. Payments will be made only when **bodily injury** is caused by an accident arising from the ownership, maintenance or use of a **motor vehicle**.

1. Medical Expenses
   Pursuant to the requirements of Section 627.736 (1)(a) of the Florida Statutes: eighty percent of reasonable expenses; for medical, surgical, X-ray, dental, and rehabilitative services, including prosthetic devices, and ambulance, hospital and nursing services; which are **medically necessary**; only if the **injured person** receives initial services and care within 14 days after the **motor vehicle** accident. The methodology for determining the amount **we** will pay for such expenses shall, pursuant to the fee schedule limitations under Section 627.736(5)(a)1. of the Florida Statutes, or any other limitations established by Section 627.736 of the Florida Statutes, or any other provisions of the Florida Motor Vehicle No-Fault Law, as enacted, amended or otherwise continued in the law, be limited to eighty percent of the following schedule of maximum charges (or any other fee schedule limitation which may be enacted, amended or otherwise continued in the law):
   a) for emergency transport and treatment by providers licensed under chapter 401 of the Florida Statutes, 200 percent of Medicare;
   b) for emergency services and care provided by a hospital licensed under chapter 395 of the Florida Statutes, 75 percent of the hospital's usual and customary charges;
   c) for emergency services and care as defined by Section 395.002 of the Florida Statutes, provided in a facility licensed under chapter 395 rendered by a physician or dentist, and related hospital inpatient services rendered by a physician or dentist, the usual and customary charges in the community;
   d) for hospital inpatient services, other than emergency services and care, 200 percent of the Medicare Part A prospective payment applicable to the specific hospital providing the inpatient services;
   e) for hospital outpatient services, other than emergency services and care, 200 percent of the Medicare Part A Ambulatory Payment Classification for the specific hospital providing the outpatient services; and
   f) for all other medical services, supplies and care, 200 percent of the allowable amount under:
      i) the participating physicians fee schedule of Medicare Part B, except as provided in subparagraphs (ii) and (iii) below.
      ii) Medicare Part B, in the case of services, supplies and care provided by ambulatory surgical centers and clinical laboratories.
      iii) the Durable Medical Equipment Prosthetics/Orthotics and Supplies fee schedule of Medicare Part B, in the case of durable medical equipment.

   If a provider submits a charge for an amount less than the amount determined by the fee schedule or other limitations established by Section 627.736 of the Florida Statutes, or any other provisions of the Florida Motor Vehicle No-Fault Law as described above, **we** will pay eighty percent of the charge that was submitted.

   However, if such services, supplies or care is not reimbursable under Medicare Part B, as provided above, **we** will limit reimbursement to 80 percent of the maximum reimbursable allowance under workers' compensation, as determined under Section 440.13 of the Florida Statutes, and rules adopted thereunder which are in effect at the time such services, supplies or care is provided. Services, supplies or care that is not reimbursable under Medicare or workers' compensation will not be reimbursed by **us**.

The applicable fee schedule or payment limitation under Medicare is the fee schedule or payment limitation in effect on March 1 of the service year in which the services, supplies or care is rendered and for the area in which such services, supplies or care is rendered, and the applicable fee schedule or payment limitation applies to services, supplies, or care rendered during that service year, notwithstanding any subsequent change made to the fee schedule or payment limitation, except that it may not be less than the allowable amount under the applicable schedule of Medicare Part B for 2007 for medical services, supplies and care subject to Medicare Part B. For purposes of this subparagraph, the term "service year" means the period from March 1 through the end of February of the following year.

Notwithstanding the foregoing, where:

a) a medical provider has contracted with an organization or network to accept payment for services in an amount that is less than the fee schedule or other limitations established by Section 627.736 of the Florida Statutes, or any other provisions of the Florida Motor Vehicle No-Fault Law as described above; and
b) **we** contracted with that organization or network or one of its affiliates, either directly or through one or more medical bill review companies or third-party administrators, to apply and accept such contractually agreed amounts;

then **we** will pay that provider's bills at eighty percent (80%) of the contractually agreed rate.

Medical expense benefit provides reimbursement only for initial services and care:

a) that are lawfully provided, supervised, ordered or prescribed by a physician licensed under Florida Statutes chapter 458 or 459, a dentist licensed under Florida Statutes chapter 466 or a chiropractic physician licensed under Florida Statutes chapter 460; or
b) that are provided in a hospital or in a facility that owns, or is wholly owned by, a hospital; or
c) provided by a person or entity licensed under part III of Florida Statutes chapter 401 which provides emergency transportation and treatment.

Upon referral from a provider described above, follow up services and care consistent with the underlying medical diagnosis rendered pursuant to the above which may be provided, supervised, ordered or prescribed only by a physician licensed under Florida Statutes chapter 458 or 459, a chiropractic physician licensed under Florida Statutes chapter 460, a dentist licensed under Florida Statutes chapter 466, or, to the extent permitted by applicable law and under the supervision of such physician, osteopathic physician, chiropractic physician, or dentist, by a physician assistant licensed under Florida Statutes chapter 458 or 459, or an advanced registered nurse practitioner licensed under Florida Statutes chapter 464.

Follow up services and care may also be provided by any of the following:

a) a hospital or ambulatory surgical center licensed under Florida Statutes chapter 395;
b) an entity wholly owned by one or more physicians licensed under Florida Statutes chapter 458 or 459, chiropractic physicians licensed under Florida Statutes chapter 460, or dentists licensed under Florida Statutes chapter 466; or by such practitioners and the spouse, parent, child, or sibling of such practitioners;
c) an entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals;
d) a physical therapist licensed under Florida Statutes chapter 486, but only upon referral from:
    i) a physician licensed under Florida Statutes chapter 458 or 459;
    ii) a dentist licensed under Florida Statutes chapter 466;
    iii) a chiropractic physician licensed under Florida Statutes chapter 460;
    iv) a physician assistant licensed under Florida Statutes chapter 458 or 459, to the extent permitted by law and under the supervision of a provider listed in d.i), d.ii) or d.iii) above; or
    v) an advanced registered nurse practitioner licensed under Florida Statutes chapter 464, to the extent permitted by law and under the supervision of a provider listed in d.i), d.ii) or d.iii) above; or
e) a health care clinic licensed under part X of Florida Statutes chapter 400 which is accredited by the Joint Commission on Accreditation of Healthcare Organizations, the American Osteopathic Association, the Commission on Accreditation of Rehabilitation Facilities, or the Accreditation Association for Ambulatory Health Care, Inc., or:
    i) has a medical director licensed under Florida Statutes chapter 458, 459 or 460;
    ii) has been continuously licensed for more than 3 years or is a publicly traded corporation that issues securities traded on an exchange registered with the United States Securities and Exchange Commission as a national securities exchange; and
    iii) provides at least four of the following medical specialties:
        (a) general medicine;
        (b) radiography;
        (c) orthopedic medicine;
        (d) physical medicine;
        (e) physical therapy;
        (f) physical rehabilitation;
        (g) prescribing or dispensing outpatient prescription medication; or
        (h) laboratory services.

However, the licensing requirement under this subparagraph e. does not apply to:

i) an entity wholly owned by a physician licensed under chapter 458 or chapter 459, or by the physician and the spouse, parent, child, or sibling of the physician;

ii) an entity wholly owned by a dentist licensed under chapter 466, or by the dentist and the spouse, parent, child, or sibling of the dentist;
iii) an entity wholly owned by a chiropractic physician licensed under chapter 460, or by the chiropractic physician and the spouse, parent, child, or sibling of the chiropractic physician;
iv) a hospital or ambulatory surgical center licensed under chapter 395;
v) an entity that wholly owns or is wholly owned, directly or indirectly, by a hospital or hospitals licensed under chapter 395;
vi) an entity that is a clinical facility affiliated with an accredited medical school at which training is provided for medical students, residents, or fellows; or
vii) an entity that is certified under 42 C.F.R. part 485, subpart H.

Medical expense benefits do not include massage as defined in s. 480.033 of the Florida Statutes or acupuncture as defined in s. 457.102 of the Florida Statutes, regardless of the person, entity or licensee providing the massage or acupuncture. Licensed massage therapists or licensed acupuncturists will not be reimbursed for medical expense benefits.

We will not pay for medical services, supplies or care that is not reimbursable under Medicare or under Florida workers' compensation law. If a healthcare provider takes action against the **injured person** to recover for services billed and not paid, **we** will defend and, if necessary, indemnify the **injured person** up to the policy limits.

2. Income Loss
Sixty percent of loss of income and earning capacity from inability to work caused directly by the injury sustained in the **auto** accident. Income loss benefits end upon the death of the **injured person**.

3. Loss of Services
All reasonable expenses incurred in obtaining from others ordinary and necessary services usually performed by the **injured person** without income for the benefit of the family or family household. Loss of services benefits end upon the death of the **injured person**.

4. Death Benefits
Benefits due to the death of an **injured person**. The death benefit is $5,000 per deceased **injured person**. Death benefits are in addition to Medical Expenses, Income Loss and Loss of Services benefits. **We** may pay death benefits to: the executor or administrator of the deceased **injured person**; to any of the deceased **injured person's** relatives by blood, marriage or adoption; or to any person that is entitled to such benefits.

Payments will be made only when **bodily injury** is caused by an accident arising from the ownership, maintenance or use of a **motor vehicle**.

We shall create and maintain a log of **Personal Injury Protection** benefits paid by **us** on behalf of the **injured person**. If litigation is commenced, **we** shall provide **you** a copy of the log within 30 days after receiving a request.

Additional Definitions Under Personal Injury Protection

The following definitions apply throughout the **personal injury protection** section of the policy.

1. **Bodily injury** means bodily harm, sickness, disease or death.

2. **Insured motor vehicle** means a **motor vehicle**:
   a) **you** own;
   b) for which security is required to be maintained under the Florida Motor Vehicle No-Fault Law, and
   c) i) for which a premium is charged, or
      ii) is a **trailer** designed for use primarily with a **motor vehicle**.

3. **Injured person** means:
   a) Within the State of Florida:
      i) **You** or a **resident** relative while in, on, getting into or out of, or struck while a pedestrian by a **motor vehicle**.
      ii) Any other person while in, on, getting into or out of the **insured motor vehicle**.
      iii) Any other persons struck by the **insured motor vehicle** while not an occupant of a self-propelled vehicle if that person is a resident of Florida.
   b) Outside the State of Florida:
      i) **You** or a **resident** relative while in, on, getting into or out of the **insured motor vehicle**.
      ii) **You** while in, on, getting into or out of a **motor vehicle** owned by a **resident** relative for which security is required to be maintained under the Florida Motor Vehicle No-Fault Law.

4. **Motor Vehicle** means any self-propelled vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of Florida and any **trailer** or semi-trailer designed for use with such vehicle.

   A **Motor Vehicle** does not include:
   a) any **motor vehicle** which is used in mass transit, other than public school transportation, and designed to transport more than five passengers exclusive of the operator of the **motor vehicle** and which is owned by a municipality, a transit authority, or a political subdivision of the state; or
   b) a mobile home

5. **Medically necessary** means a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing, or treating an illness, injury, disease, or symptom in a manner that is:
   a) in accordance with generally accepted standards of medical practice;
   b) clinically appropriate in terms of type, frequency, extent, site, and duration; and

c) not primarily for the convenience of the patient, physician, or other health care provider.

6. **Emergency medical condition** means a medical condition which manifests itself by acute symptoms of sufficient severity, which may include severe pain, such that the absence of immediate medical attention could reasonably be expected to result in any of the following:
   a) serious jeopardy to patient health;
   b) serious impairment to bodily functions; or
   c) serious dysfunction of any bodily organ or part.

Exclusions—What Is Not Covered

This coverage does not apply:

1. to **you** or any **resident** relative while in, on, getting into or out of a **motor vehicle** which **you** own that is not an **insured motor vehicle** under this policy.
2. to any person while operating the **insured motor vehicle** without **your** permission.
3. to any person whose conduct contributed to a self injury:
   a) intentionally caused; or
   b) while committing a felony.
4. to any person, other than **you**, if that person owns a **motor vehicle** for which security is required under the Florida Motor Vehicle No-Fault Law.
5. to any person, other than **you** or a **resident** relative, who is entitled to no-fault benefits from the owner or insurer of a **motor vehicle** which is not an **insured motor vehicle** under this insurance.
6. to any person who sustains **bodily injury** while in, on, getting into or out of a **motor vehicle** while located for use as a residence or premises.
7. to **you** or a **resident** relative for Income Loss if the Policy Declarations indicates that Income Loss coverage does not apply.
8. to **bodily injury** arising out of the use of **your insured motor vehicle** while it is being used as part of a **Personal Vehicle Sharing Program**.

   This exclusion does not apply to an **insured person** using a non-owned **motor vehicle** with the permission of the vehicle's owner.

Limits Of Liability

The applicable **Personal Injury Protection** limit(s) shown on the Policy Declarations for Medical Expenses, Income Loss, Loss of Services and Death Benefits is the maximum **we** will pay per **injured person** for any one **motor vehicle** accident, regardless of the number of vehicles insured under this or other policies. A $10,000 aggregate per **injured person** limit applies to Medical Expenses, Income Loss, and Loss of Services.

SUBJECT TO THAT $10,000 AGGREGATE LIMIT, MEDICAL EXPENSES PER INJURED PERSON FOR ONE ACCIDENT are **ALSO** subject to **EITHER** a $10,000 or a $2,500 per **injured person** limit determined as follows:

A $10,000 coverage limit for Medical Expenses applies to an **injured person** if:

1. a physician licensed under Florida Statutes chapter 458 or 459;
2. a dentist licensed under Florida Statutes chapter 466;
3. a physician assistant licensed under Florida Statutes chapter 458 or 459; or
4. an advanced registered nurse practitioner licensed under Florida Statutes chapter 464;

has determined that the **injured person** had an **emergency medical condition**.

However, a $2,500 coverage limit for Medical Expenses applies to an **injured person** if:

1. a physician licensed under Florida Statutes chapter 458 or 459;
2. a dentist licensed under Florida Statutes chapter 466;
3. a chiropractic physician licensed under Florida Statutes chapter 460;
4. a person or entity licensed under part III of Florida Statutes chapter 401 which provides emergency transportation and treatment;
5. a physician assistant licensed under Florida Statutes chapter 458 or 459;
6. an advanced registered nurse practitioner licensed under Florida Statutes chapter 464; or
7. a physical therapist licensed under Florida Statutes chapter 486, based upon a referral by a provider described in (1), (2), (3), (5) or (6) above;

has determined that the **injured person** did not have an **emergency medical condition**.

Expenses and losses will be reduced by:

1. amounts paid or payable for the same items of loss and expense under any workers' compensation law.
2. amounts received from any insurer for the same items of loss and expense for which benefits are available under this policy. This reduction applies only to amounts that are a duplication of payment for the same loss or expense. The insurer paying these benefits, however, will be entitled to recover from **us** an equitable pro rata share of the benefit paid and expenses incurred in processing the claim.

3. the amount of any deductible stated on the Policy Declarations. This will not apply to Death Benefits.

In the event any benefits are paid to the **injured person** under the Medicaid program **we** will repay the full amount to Medicaid within 30 days after receiving notice that Medicaid paid the benefits.

Claims will be paid in the order received except: (1) where otherwise provided by the Florida Motor Vehicle No-Fault Law; or (2) where the injury is investigated or disputed by **us** as not being related to the loss, or treatment is investigated or disputed by **us** as not being reasonable or **medically necessary**. **We** can proceed to pay other claims that are later received without incurring any liability for the prior disputed or investigated claim amounts if limits are exhausted after paying later received claims.

Any amounts payable under this coverage shall be subject to any and all limitations, authorized by Section 627.736 of the Florida Statutes, or any other provisions of the Florida Motor Vehicle No-Fault Law, as enacted, amended or otherwise continued in the law, including, but not limited to, all fee schedules.

If **we** pay a portion of a claim or reject a claim due to an alleged error in the claim, **we** shall provide an itemized specification or explanation of benefits due to the specified error at the time of the partial payment or rejection. Upon receiving the specification or explanation, the person making the claim, at his or her option and without waiving any other legal remedy for payment, has 15 days to submit a revised claim, which shall be considered a timely submission of written notice of claim.

In the event of a dispute between **you** and **us**, or **your** assignee and **us**, upon **your** or **your** assignee's request, **we** must notify **you** or **your** assignee that **your Personal Injury Protection** policy limits have been reached within 15 days after the policy limits have been reached.

Once aggregate payments for Medical Expenses, Income Loss and Loss of Services benefits equal to the limit of liability have been made, no further obligation to pay benefits remains, regardless of when claims for such benefits were submitted or received.

Unreasonable Or Unnecessary Medical Expenses
If an **injured person** incurs medical expenses which **we** deem to be unreasonable or unnecessary, **we** may refuse to pay for those medical expenses and contest them.

If the **injured person** is sued by a medical services provider because **we** refuse to pay medical expenses which **we** deem to be unreasonable or unnecessary, **we** will pay resulting defense costs and any resulting judgment against the insured person. **We** will choose the counsel. The insured person must cooperate with **us** in the defense of any claim or lawsuit. If **we** ask an **injured person** to attend hearings or trials, **we** will pay up to $100 per day for loss of wages or salary. **We** will pay other reasonable expenses incurred at **our** request.

Action Against Us
No one may sue **us** under this coverage unless:
1. there is full compliance with all the terms of this policy;
2. a demand letter has been provided pursuant to Florida Statutes Section 627.736 (10); and
3. such action is commenced within the time limits prescribed by Florida law.

Proof Of Claim; Medical Reports
As soon as possible, **you** or any other person making claim must give **us** written proof of claim including all details reasonably required by **us** to determine the amounts payable.

If the mental or physical condition of an **injured person** is material to any claim under this coverage, that person may be required to submit to mental or physical examinations by physicians **we** choose, as often as **we** reasonably require. The person making the claim or that person's representative must authorize **us** to obtain medical reports and copies of medical and other records related to the claim. If an **injured person** unreasonably refuses to submit to an examination or fails to appear at an examination, **we** are not required to pay any subsequent **Personal Injury Protection** benefits. Under Florida law, an insured's refusal to submit to or failure to appear at two examinations raises a rebuttable presumption that the refusal or failure was unreasonable. **We** will pay the expense of any examinations **we** request.

Such examination shall be conducted within the municipality of residence of the **injured person** or in the municipality where the **injured person** is receiving treatment. If there is no qualified physician to conduct the examination within such municipality, then such examination shall be conducted in an area of the closest proximity to the **injured person's** residence.

If **we** have a reasonable belief that a fraudulent insurance act, for the purposes of s. 626.989 of the Florida Statutes or s. 817.234 of the Florida Statutes, has been committed, **we** will notify the claimant, in writing, within 30 days after submission of the claim that the claim is being investigated for suspected fraud. No later than 90 days after the submission of the claim, **we** will deny or pay the claim.

Notwithstanding the foregoing, if **we** make a written request for documentation or information in accordance with s. 627.736(6)(b) of the Florida Statutes within 30 days after having received notice of the amount of a covered loss under s. 627.736(4)(a) of the Florida Statutes, the amount or the partial amount that is the subject of **our** inquiry shall become overdue if **we** do not pay in accordance with s. 627.736(4)(b) of the Florida Statutes or within 10 days after **our** receipt of the requested documentation or information, whichever occurs later.

Assistance And Cooperation
We will require **you** and any **injured person** making a claim to cooperate with **us** in the investigation, settlement or defense of any claim or suit. This includes, but is not limited to; assisting **us** in making settlements,

securing evidence, obtaining evidence, and in conducting suits; disclosing all facts; attending hearings and trials; helping **us** recover from anyone who may be jointly responsible; giving **us** a recorded statement, a written statement, a video-recorded statement, records and/or documents; when requested by **us**, as often as **we** reasonably require. **You** and any **injured person** making a claim shall be required, at **our** option, to submit to an examination under oath, separately and apart from others, and to sign the transcript. The person submitting to the examination under oath may be represented by counsel at their own expense. The scope of questioning during the examination under oath is limited to relevant information or information that could reasonably be expected to lead to relevant information. Compliance with a request for examination under oath is a condition precedent to receiving benefits under this coverage. If **you** or any **injured person** making a claim does not comply with the terms of this provision **we** are not required to pay any benefits under this coverage.

Reimbursement And Subrogation
Unless prohibited by the Florida Motor Vehicle No-Fault Law, as amended, and in the event of payment to or for the benefit of any **injured person** under this insurance:

1. If the accident occurs outside the state of Florida, **we** are subrogated to the rights of the person to whom or for whose benefit such payments were made to the extent of such payments. Such person shall execute and deliver the instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights; and

2. **We** shall be entitled to reimbursement to the extent of the payment of **Personal Injury Protection** benefits made under this insurance from the owner or insurer of the owner of a commercial **motor vehicle**, other than a taxi cab, as defined by the Florida Motor Vehicle No-Fault Law, if such **injured person** sustained the injury while in, on, getting into or out of, or while a pedestrian through being struck by, such commercial **motor vehicle**.

All other policy terms and conditions apply.

The following endorsement changes your policy.
Please read this document carefully and keep it with your policy.

Florida Uninsured Motorists Insurance – Coverage ST – ACR210-1

(Ed. 08/22)

We will pay only those damages which an **insured person** is legally entitled to recover from the owner or operator of an **uninsured auto** because of **bodily injury** sustained by an **insured person**, except that **we** will not pay for damages consisting of pain, suffering, mental anguish, or inconvenience unless the injury or disease consists in whole or in part of:

1. significant and permanent loss of an important bodily function;
2. permanent injury within a reasonable degree of medical probability, other than scarring or disfigurement;
3. significant and permanent scarring or disfigurement; or
4. death.

The **bodily injury** must be caused by accident and arise out of the ownership, maintenance or use of an **uninsured auto**. **We** will not pay any punitive or exemplary damages.

If an **insured person** sues a person believed to be responsible for the accident without **our** written consent, **we** are not bound by any resulting judgment.

Additional Definitions For Uninsured Motorists Insurance

1. **Bodily injury** means bodily harm, sickness, disease or death, but does not include:
   a) any venereal disease;
   b) herpes;
   or any resulting symptom, effect, condition, disease or illness related to a) or b) listed above unless there is a causal connection or relation between an accident arising from the ownership, maintenance or use of a **motor vehicle** and the transmission of the venereal disease or herpes.

2. **Insured Auto** means an **auto you** own which is described on the Policy Declarations and for which a premium is shown for **Uninsured Motorists Insurance**. This also includes:
   a) its **replacement auto**;
   b) an **additional auto**;
   c) a **substitute auto**; or
   d) a **non-owned auto**; or
   e) a **trailer** or **travel-trailer**.

3. **Insured Person(s)** means:
   a) **you** and any **resident** relative.
   b) any person while in, on, getting into or out of, or getting on or off of, an **insured auto** with **your** permission.
   c) any other person who is legally entitled to recover because of **bodily injury** to **you**, a **resident** relative, or an occupant of **your insured auto** with **your** permission.

4. **Motor vehicle** means a land motor vehicle, **trailer** or **travel-trailer** other than
   a) a vehicle or other equipment designed for use principally off public roads, while not upon public roads;
   b) a vehicle operated on rails or crawler-treads; or
   c) a vehicle when used as a residence or premises.

5. **Uninsured auto** means:
   a) a **motor vehicle** which has no bodily injury liability bond or insurance policy in effect at the time of the accident;

b) a **motor vehicle**, other than a **motor vehicle** insured under the liability portion of this policy, for which the insurer denies coverage;
c) a **motor vehicle** for which the insurer becomes insolvent within four years from the date of the accident. This coverage will be excess over any obligations assumed by the Florida Insurance Guaranty Association to pay claims, but not contingent upon payment of such obligations;
d) a hit-and-run **motor vehicle** which causes **bodily injury** to an **insured person** as the result of a **motor vehicle** accident. The identity of either the operator or owner of the vehicle must be unknown. The accident must be reported within 24 hours, or as soon as practicable, to the police. **We** must be notified within 30 days, or as soon as practicable. If the hit-and-run **motor vehicle** caused the injury without physical contact with the **insured person** or the vehicle the **insured person** was occupying, the facts of the accident must be proved. If the **insured person** was occupying the **insured auto** at the time of the accident, **we** have a right to inspect it;
e) a **motor vehicle** insured under the liability portion of this motor vehicle insurance policy which causes **bodily injury** to **you** or a **resident** relative while being operated by a person other than **you** or a **resident** relative and which is excluded under the liability portion of this policy; or
f) an underinsured **motor vehicle**. An underinsured **motor vehicle** is one which has liability protection in effect and applicable at the time of the accident but in an amount less than the damages the **insured person** is legally entitled to recover.

An **uninsured auto** is not a vehicle insured under the liability portion of this motor vehicle insurance policy, unless that **auto** causes **bodily injury** to **you** or a **resident** relative while being operated by a person other than **you** or a **resident** relative and which is excluded under the liability portion of this policy.

Exclusions—What Is Not Covered

Regardless of the type of coverage under **Uninsured Motorists Insurance**, this coverage does not apply to:

1. any person who makes a settlement without **our** written consent and that settlement is prejudicial to **our** company. However this does not apply if an injured person or, in the case of death, the personal representative of such person agrees to settle a claim with a liability insurer and its insured, and such settlement does not fully satisfy the claim so as to create an underinsured motorist claim. Written notice of the proposed settlement must be submitted to us by certified or registered mail. **We** shall then have thirty (30) days after receipt thereof to consider authorization of the settlement or retention of our subrogation rights. If **we** choose to preserve **our** subrogation rights, **we** shall refuse permission to settle the claim and shall then, within thirty (30) days after receipt of notice of the proposed settlement, pay to the injured person(s) the amount of the written offer from the liability insurer and/or insured. **We** shall then, upon final resolution of the underinsured motorist claim, be entitled to seek subrogation against the underinsured motorist and the liability insurer for the amounts paid to the injured person.
2. the direct or indirect benefit of workers' compensation or disability benefits insurer, including a self-insurer.
3. any person arising out of the **insured person's** active participation in any prearranged, organized, or spontaneous:
   a) racing contest;
   b) speed contest; or
   c) use of an **auto** at a track or course designed or used for racing or high performance driving;

   or in practice or preparation for any contest or use of this type.
4. **bodily injury** arising out of the use of an **insured auto** while used by an **insured person** to carry persons, products or property for any form of compensation, including but not limited to fees, delivery charges or wages generally.
   This exclusion does not apply to **shared-expense car pools**.
5. **bodily injury** arising out of the use of **your insured auto** while it is being used as part of a **Personal Vehicle Sharing Program**.

   This exclusion does not apply to an **insured person** using a non-owned **motor vehicle** with the permission of the vehicle's owner.

If the Policy Declarations indicates that under the **Uninsured Motorists Insurance** provision, the limits of two or more **insured autos** may not be stacked together, the following **Exclusions** also apply:

6. any person while in, on, getting into or out of a vehicle **you** own which is insured for this coverage under another policy.
7. **you** or a **resident** relative while in, on, getting into or out of a vehicle owned by **you** or a relative who **resides** in **your** household which is not insured for this coverage under this policy.

Limits Of Liability

1. **When limits of two or more insured autos may be stacked:**
   If the Policy Declarations indicates that, under the **Uninsured Motorist Insurance** provision, the limits of two or more **insured autos** may be stacked together, the **Uninsured Motorists Insurance** limit shown on the Policy Declarations for:
   a) "each person" is the maximum that **we** will pay for all damages arising out of **bodily injury** to one person in any one **motor vehicle** accident, including damages sustained by anyone else as a result of that **bodily injury**.

      When the limits of two or more **insured autos** are stacked, **our** maximum limit of liability for all damages to **you** or a **resident** relative in any one accident is the sum of the "each person" limits for each **insured auto** shown on the Policy Declarations.

   b) "each accident" is the maximum that **we** will pay for all damages arising out of **bodily injury** to two or more persons in any one **motor**

vehicle accident. This "each accident" limit is subject to the "each person" limit.

When the limits of two or more **insured autos** are stacked, subject to the limit for "each person," **our** maximum limit of liability for all damages to two or more persons in any one accident is the sum of the "each accident" limits for each **insured auto** shown on the Policy Declarations.

2. **When limits of two or more insured autos may not be stacked:**
If the Policy Declarations indicates that, under the **Uninsured Motorists Insurance** coverage, the limits of two or more **insured autos** may not be stacked together, the Uninsured Motorists Insurance limit shown on the Policy Declarations for:
   a) "each person" is the maximum that **we** will pay for all damages arising out of **bodily injury** to one person in any one **motor vehicle** accident, including damages sustained by anyone else as a result of that **bodily injury**.
   b) "each accident" is the maximum that **we** will pay for all damages arising out of **bodily injury** to two or more persons in any one **motor vehicle** accident. This "each accident" limit is subject to the "each person" limit.

   These limits are the maximum **we** will pay for any one **motor vehicle** accident regardless of the number of:
   a) claims made;
   b) **insured persons**;
   c) vehicles stated on the Policy Declarations; or
   d) vehicles involved in the accident.

   The **Uninsured Motorists Insurance** limits apply to each insured **motor vehicle** as stated on the Policy Declarations. If **you** are struck as a pedestrian or are a passenger in a **non-owned auto**, **you** are entitled to select the highest limits of **Uninsured Motorists Insurance** available on any one **motor vehicle** for **you** or a **resident** relative.

3. Regardless of whether the Policy Declarations indicates that the limits of two or more **insured autos** may be stacked, or may not be stacked together for **Uninsured Motorists Insurance**, if **bodily injury** is sustained in a **motor vehicle** accident by any person other than **you** or a **resident** relative, **our** maximum limit of liability for all damages arising out of **bodily injury** to any person other than **you** or a **resident** relative is the limit of liability shown on the Policy Declarations applicable to the vehicle the **insured person** was occupying at the time of the **motor vehicle** accident. This is the most **we** will pay regardless of the number of:
   a) claims made;
   b) vehicles or persons stated on the Policy Declarations; or
   c) vehicles involved in the accident.

4. Damages payable will be reduced by:
   a) all amounts paid by the owner or operator of the **uninsured auto** or anyone else responsible, including all sums paid or payable under the **bodily injury** liability coverage of this or any other **auto** policy; and
   b) all amounts payable under any workers' compensation law, disability benefits law, or similar law, **Automobile Medical Payments**, or any similar automobile medical payments coverage, **Personal Injury Protection** benefits provided under this policy or any no-fault benefits provided under any other **auto** policy.

If There Is Other Insurance

1. **When limits of two or more insured autos may be stacked:**
If the injured person was struck as a pedestrian or in, on, getting into or out of a vehicle which is insured for this coverage under another policy, this coverage will be excess.

   If more than one policy applies to the accident on a primary basis, **we** will bear **our** proportionate share of the damages payable.

2. **When limits of two or more insured autos may not be stacked:**
If the injured person was struck as a pedestrian or in, on, getting into or out of a vehicle **you** do not own which is insured for this coverage under another policy, this coverage will be excess. This means that when the injured person is legally entitled to recover damages in excess of the other policy limit, **we** will pay up to **your** policy limit, except that **we** will not pay for damages consisting of pain, suffering, mental anguish, or inconvenience unless the injury or disease consists in whole or in part of:
   a) significant and permanent loss of an important bodily function;
   b) permanent injury within a reasonable degree of medical probability, other than scarring or disfigurement;
   c) significant and permanent scarring or disfigurement; or
   d) death.

   This applies only after all other collectible insurance has been exhausted.

   If more than one policy applies to the accident on a primary basis, the total benefits payable to any one person will not exceed the maximum benefits payable by the policy with the highest limit for uninsured motorists benefits. **We** will bear **our** proportionate share. This applies no matter how many **autos** or auto policies may be involved whether written by **us** or another company.

Assistance And Cooperation: Additional Duties

We will require **you** and any **insured person** making a claim to cooperate with **us** in the investigation, settlement or defense of any claim or suit. This includes, but is not limited to; assisting **us** in making settlements, securing evidence, obtaining evidence, and in conducting suits; disclosing all facts; attending hearings and trials; helping **us** recover from anyone who may be jointly responsible; giving **us** a recorded statement, a written statement, a video-recorded statement, records and/or documents; when requested by **us**, as often as **we** reasonably require. **You** and any **insured person** making a claim shall be required, at **our** option, to submit to an examination under oath, separately and apart from others, and to sign the transcript. The person submitting to examination under oath may be represented by counsel at their own expense. **We** may require **you** and any **insured person** to take appropriate action to preserve all rights to recover damages from anyone responsible for the **bodily injury**. If **you** or any **insured person** making a claim does not comply

with the terms of this provision **we** are not required to pay any benefits under this coverage.

Proof Of Claim; Medical Reports
If the mental or physical condition of an **insured person** is material to any claim under this coverage, that person may be required to submit to mental or physical examinations by physicians **we** choose, as often as **we** reasonably require. The person making the claim or that person's representative must authorize **us** to obtain medical reports and copies of medical and other records related to the claim. If an **insured person** unreasonably refuses to submit to an examination or fails to appear at an examination, **we** are not required to pay any subsequent **Uninsured Motorists Insurance** benefits. **We** will pay the expense of any examinations **we** request.

Such examination shall be conducted within the municipality of residence of the **insured person** or in the municipality where the **insured person** is receiving treatment. If there is no qualified physician to conduct the examination within such municipality, then such examination shall be conducted in an area of the closest proximity to the **insured person's** residence.

Action Against Us
No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Uninsured Motorists Insurance**, unless there is full compliance with all policy terms and the action is commenced within 5 years or the time limits prescribed by Florida law.

If any **insured person** sues a person believed responsible for the accident without **our** written consent, **we** aren't bound by any resulting judgment.

Trust Agreement
When **we** pay any person under this coverage:

1. **We** are entitled to repayment of amounts paid by **us** and related collection expenses out of the proceeds of any settlement or judgment that person recovers from any responsible party or insurer. **We** are not entitled to repayment until after the person **we** have paid under this coverage has been compensated for all damages that person was legally entitled to recover.
2. All rights of recovery against any responsible party or insurer must be maintained and preserved for **our** benefit.
3. If **we** ask, **insured person(s)** must take appropriate action in their name to recover damages from any responsible party or insurer. **We** will select the attorney and **we** will pay all related costs and fees. **We** will not ask the **insured person** to sue the insured of an insolvent insurer.

Payment Of Loss By Us
Any amount due is payable to the **insured person**, to the parent or guardian of an injured minor, or to the spouse of any **insured person** who dies. However, **we** may pay any person lawfully entitled to recover the damages.

If We Cannot Agree
If the **insured person** and **we** do not agree on that person's right to receive any damages or the amount of that person's damages, then the disagreement will be resolved in a court of competent jurisdiction.

Notwithstanding this provision, should the **insured person** and **we** mutually agree to arbitrate the disagreement, the Florida Arbitration Code will not apply unless the **insured person** and **we** mutually agree to apply that code.

All other policy terms and conditions apply.

Important notices

Policy number: **961 240 775**
Policy effective date: October 10, 2022

Important Information Concerning Your Personal Injury Protection Insurance

For personal injury protection insurance, the named insured may elect a deductible and to exclude coverage for loss of gross income and loss of earning capacity ("lost wages"). These elections apply to the named insured alone or to the named insured and all dependent resident relatives. A premium reduction will result from these elections. The named insured is hereby advised not to elect the lost wage exclusion if the named insured or dependent resident relatives are employed, since lost wages will not be payable in the event of an accident.

X7137

Notice Of Changes To Your Policy

From time to time Allstate will revise your coverage. We've included an Amendatory Endorsement in this mailing package that changes parts of your contract. Please read this endorsement and keep it with your policy.

We're also providing you with the following summary. We hope you find it informative and useful, but keep in mind that it's not part of your contract. Always reference your policy documents for your exact coverage details.

If you have any questions, we're here to help. Visit our Help Center in the Allstate® mobile app or allstate.com/help.

Summary of Changes

- In the General Provisions, we have made the following changes:
  - We have revised the Where Lawsuits May Be Brought provision to specify that unless we agree otherwise, legal action against us must be brought in a court of competent jurisdiction in the county where the covered auto is principally garaged.
  - Under Definitions Used Throughout The Policy, we have added a definition for Personal Vehicle Sharing Program.
- In Part I—Automobile Liability Insurance, Bodily Injury Liability and Property Damage Liability Coverages AA and BB, we have made the following changes:
  - Under Additional Payments We Will Make, we have revised item 2 to give additional details regarding the court costs for defense payments.
  - Under Additional Definitions For Part I, we have revised the definition of 'insured person' to include any resident relative using a four-wheel private passenger auto or utility auto.
  - Under Exclusions—What Is Not Covered, we have replaced item 3 to exclude bodily injury or property damage arising out of the use of your insured auto while it is rented to, leased to, or provided in exchange for a charge to, any person or organization by or with the permission of an insured person (only if damages are in excess of the minimum limits of liability coverage required by the state), or being used as part of a Personal Vehicle Sharing Program.
- In Part 2—Automobile Medical Payments Coverage CC, under Exclusions—What Is Not Covered, we have replaced item 5 to exclude bodily injury arising out of the use of your insured auto while it is rented to, leased to, or provided in exchange for a charge to, any person or organization by or with the permission of an insured person, or being used as part of a Personal Vehicle Sharing Program.
- In Part 3—Protection Against Loss To The Auto, under Exclusions—What Is Not Covered, we have replaced item 12 to exclude any loss arising out of the use of your insured auto while it is rented to, leased to, or provided in exchange for a charge to, any person or organization by or with the permission of an insured person, or being used as part of a Personal Vehicle Sharing Program.
- In Florida Personal Injury Protection Coverage-VA and Florida Uninsured Motorists Insurance-Coverage ST, under Exclusions—What Is Not Covered, we have added an item to exclude bodily injury arising out of the use of your insured auto while it is being used as part of a Personal Vehicle Sharing Program.

XC7336

An Outline to the Major Coverages in Your Allstate Auto Policy

We are providing you with this outline which highlights the principal coverages, optional coverages, limitations and exclusions of your auto policy, and provides information on policy cancellation, non-renewal, deductibles and the discounts that we offer and the surcharges that may be applied

to your policy. Please be aware, however, **this is just a guide and not a legal contract, and that all coverages are subject to policy terms and conditions. Please read your auto policy, endorsements and Policy Declarations for complete descriptions and details**.

TO THE EXTENT THERE IS ANY DIFFERENCE BETWEEN THE INFORMATION CONTAINED IN THIS NOTICE AND THE TERMS AND CONDITIONS OF YOUR POLICY, THE POLICY TERMS AND CONDITIONS SHALL GOVERN.

For your convenience, we have listed all of the principal coverages, limits, deductibles and the itemized premiums which apply to each specific coverage that your policy provides on the enclosed Policy Declarations. Please note that your current policy provides only those coverages which are indicated on your Policy Declarations. If you have any questions, please do not hesitate to call your Allstate Agent.

NOTE: The following outline of coverage is for informational purposes only. Florida law prohibits this outline from changing any of the provisions of the insurance contract which is the subject of this outline. Any endorsement regarding changes in types of coverage, exclusions, limitations, reductions, deductibles, coinsurance, renewal provisions, cancellation provisions, surcharges or credits will be mailed separately.

Automobile Liability Insurance Bodily Injury–Coverage AA, and Property Damage–Coverage BB

These coverages pay for all damages that an insured person is legally obligated to pay because of bodily injury or property damage. Your policy also protects an insured person from claims for accidents arising out of the ownership, maintenance, use, loading or unloading of an insured auto. Bodily Injury Liability–Coverage AA is an optional coverage that can be added to your policy for an additional premium.

This coverage is subject to the exclusions, terms and conditions described in the policy.

- Under **Exclusions—What Is Not Covered**, we have made several changes. In some cases, we have revised exclusions that were already a part of your policy; in other cases, we have renumbered exclusions and added new exclusions. All item numbers below refer to the items as reflected in the revised policy forms:
- Item 1 is added. It excludes coverage while the insured auto is used by any person as an employee of the United States government. This exclusion applies only if the provisions of the Federal Tort Claims Act, as amended, require the Attorney General of the United States to defend that person in any civil action or proceeding.
- Item 2 - we revised this exclusion to state that we do not cover loss arising out of the use of an insured auto to carry persons or property for any form of compensation. This item now uses the defined term "shared-expense car pool."
- Item 3 - we added an exclusion which specifically excludes coverage for bodily injury or property damage arising out of the use of your insured auto while it is rented to, leased to, or loaned for a charge to, any person or organization by or with the permission of an insured person, with some exceptions.
- Item 4 - we added "leasing" to the list of examples of excluded motor vehicle business operations.
- Item 6 - with this item, we exclude coverage for bodily injury or property damage arising out of the ownership, maintenance or use of a motor vehicle with less than four wheels.
- Item 11 has been revised this exclusion to more broadly state that loss which would also be covered under nuclear energy liability insurance is excluded.
- Item 13 - we added a new exclusion which specifically excludes coverage for bodily injury or property damage arising out of the use of a trailer or travel-trailer that is not attached to an auto which is an insured auto. Note: The exclusion does not apply if the trailer or travel-trailer suddenly and accidentally becomes detached from the auto immediately before the accident.
- Item 14 - we added a new exclusion which specifically excludes coverage for any liability an insured person assumes arising out of any contract or agreement other than a rental or leasing agreement.
- Item 15 - we added a new exclusion which specifically excludes coverage for bodily injury or property damage arising out of the use of a trailer or travel-trailer while it is parked for use as a residence, or as an office, display space, or storage space.

Automobile Medical Payments–Coverage CC

If a premium is shown on the Policy Declarations for Automobile Medical Payments–Coverage CC, Allstate will pay to or on behalf of an insured person for medically necessary treatment actually provided to the insured person within 3 years of a covered auto accident because of bodily injury. Payments will be made only: when bodily injury is caused by a motor vehicle accident; for medical, surgical, X ray, dental, and rehabilitative services, including prosthetic devices, and ambulance, hospital and nursing services; which are medically necessary; only if the insured person receives initial services and care within 14 days after the motor vehicle accident. The

methodology for determining the amount we will pay for such expenses shall be pursuant to the fee schedule limitations under the Florida Motor Vehicle No-Fault Law, and shall be limited to the schedule of maximum charges set forth in the policy.

Where a medical provider has contracted with an organization or network to accept payment for services in an amount that is less than the fee schedule or other limitations established by the Florida Motor Vehicle No-Fault Law; and Allstate contracted with that organization or network or one of its affiliates, either directly or through one or more medical bill review companies or third-party administrators, to apply and accept such contractually agreed amounts; then Allstate will pay that provider's bills at the contractually agreed rate.

Automobile Medical Payments provides reimbursement only for initial services and care: (i) that are lawfully provided, ordered or prescribed by a licensed physician, dentist or chiropractic physician; or (ii) that are provided in a hospital or in a facility that owns, or is wholly owned by, a hospital; or (iii) provided by a licensed person or entity which provides emergency transportation and treatment.

Upon referral from a provider described in (i) through (iii) above, follow up services and care consistent with the underlying medical diagnosis rendered may be provided, supervised, ordered or prescribed only by a licensed physician, chiropractic physician or dentist, or to the extent permitted by applicable law and under the supervision of such physician, osteopathic physician, chiropractic physician or dentist, by a licensed physician assistant or a licensed advanced registered nurse practitioner.

Follow up services and care may also be provided by any of the following:

1. a licensed hospital or ambulatory surgical center;
2. an entity wholly owned by one or more licensed physicians, chiropractic physicians, or dentists; or by such practitioners and the spouse, parent, child, or sibling of such practitioners;
3. an entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals;
4. a licensed physical therapist, but only upon referral from: a licensed physician, dentist, or chiropractic physician; a licensed physician assistant, to the extent permitted by law and under the supervision of a licensed physician, dentist, or chiropractic physician; a licensed advanced registered nurse practitioner, to the extent permitted by law and under the supervision of a licensed physician, dentist, or chiropractic physician; or
5. a licensed health care clinic which is accredited by the Joint Commission on Accreditation of Healthcare Organizations, the American Osteopathic Association, the Commission on Accreditation of Rehabilitation Facilities, or the Accreditation Association for Ambulatory Health Care, Inc., or:
   a) has a licensed medical director;
   b) has been continuously licensed for more than 3 years or is a publicly traded corporation; and
   c) provides at least four of the following medical specialties: general medicine; radiography; orthopedic medicine; physical medicine; physical therapy; physical rehabilitation; prescribing or dispensing outpatient prescription medication; or laboratory services.

Automobile Medical Payments coverage does not include massage or acupuncture.

We will not pay for medical services, supplies or care that is not reimbursable under Medicare or workers' compensation law. If a healthcare provider takes action against the insured person to recover for services billed and not paid, we will defend and, if necessary, indemnify them up to the policy limits.

Notwithstanding the above limitation, we will pay: expenses not paid under Part III of the policy because of the eighty percent limitation for medical expense benefits; expenses not paid under Part III of the policy or under any no-fault benefits in any other motor vehicle policy because all available medical expense benefits have been exhausted; or expenses for bodily injury sustained outside the state of Florida through being struck while in, on, getting into or out of, or struck while a pedestrian by a motor vehicle.

There is no coverage under Automobile Medical Payments for mileage costs for use of a personal vehicle.

This coverage is subject to the exclusions, terms and conditions described in the policy.

- Under **Exclusions—What Is Not Covered**, we have made several changes. In some cases, we have revised exclusions that were already a part of your policy; in other cases, we have renumbered exclusions and added new exclusions. All item numbers below refer to the items as reflected in the revised policy forms:
  - Item 2 - we added wording to indicate that the exclusion applies to you or a resident relative while in, on, getting into or out of, or getting on or off of, an auto available or furnished for the regular use of you or a resident relative, which is not insured for this coverage.
  - Item 4 - we revised this exclusion to state that we do not cover bodily injury to any person arising out of the

use of an insured auto while used by an insured person to carry persons or property for any form of compensation, or the use of any auto an insured person is driving while available for hire by the public. The exclusion does not apply to shared-expense car pools.

- Item 5 is added. It excludes coverage for bodily injury to any person arising out of the use of your insured auto while it is rented to, leased to, or loaned for a charge to, any person or organization by or with the permission of an insured person, with some exceptions.
- Item 6 is added. It excludes coverage for bodily injury to any person arising out of the ownership, maintenance, or use of a motor vehicle with less than four wheels.
- Item 7 - we added "leasing" to the list of examples of motor vehicle business operations. We have also eliminated certain language in light of the changes we made to item 4 (see above) and revised language pertaining to private chauffeurs and domestic servants while using an insured auto.
- Item 8 - we revised the exclusion pertaining to loss resulting from acts of war, insurrection, rebellion or revolution, providing an expanded list of excluded causes of loss.
- Item 10 - we revised this exclusion to provide that we will reimburse the U.S. government when an insured receives medical treatment for the same cause of loss through a facility of the uniformed services.
- Item 11 - we added a new exclusion which specifically excludes coverage for bodily injury to any person while in, on, getting into or out of, or getting on or off of, a trailer or travel-trailer while it is parked for use as a residence, or as an office, display space, or storage space.
- Item 12 - we added a new exclusion which specifically excludes coverage for bodily injury to any person while in, on, getting into or out of, or getting on or off of, a trailer or travel-trailer that is not attached to an auto which is an insured auto. Note: The exclusion does not apply if the trailer or travel-trailer suddenly and accidentally becomes detached from the auto immediately before the accident.

Personal Injury Protection-Coverage VA

Personal Injury Protection pays for certain medical expenses, income loss, loss of services and death benefits for bodily harm, sickness, disease or death if it is the result of an accident arising from the ownership, maintenance or use of a "motor vehicle" (as defined under this coverage).

For medical expenses, Allstate will pay eighty percent of reasonable expenses; for medical, surgical, X-ray, dental, and rehabilitative services, including prosthetic devices, and ambulance, hospital and nursing services; which are medically necessary; only if the injured person receives initial services and care within 14 days after the motor vehicle accident. The methodology for determining the amount we will pay for such expenses shall, pursuant to the Florida Motor Vehicle No-Fault Law, be limited to eighty percent of the schedule of maximum charges set forth in the policy AND SHALL BE SUBJECT TO ANY AND ALL LIMITATIONS, AUTHORIZED BY SECTION 627.736 OF THE FLORIDA STATUTES, OR ANY OTHER PROVISIONS OF THE FLORIDA MOTOR VEHICLE NO-FAULT LAW, AS ENACTED, AMENDED OR OTHERWISE CONTINUED IN THE LAW, INCLUDING, BUT NOT LIMITED TO, ALL FEE SCHEDULES.

Where a medical provider has contracted with an organization or network to accept payment for services in an amount that is less than the fee schedule or other limitations established by the Florida Motor Vehicle No-Fault Law; and Allstate contracted with that organization or network or one of its affiliates, either directly or through one or more medical bill review companies or third-party administrators, to apply and accept such contractually agreed amounts; then Allstate will pay that provider's bills at eighty percent (80%) of the contractually agreed rate.

Medical expense benefits provides reimbursement only for initial services and care: (i) that are lawfully provided, ordered or prescribed by a licensed physician, dentist or chiropractic physician; or (ii) that are provided in a hospital or in a facility that owns, or is wholly owned by, a hospital; or (iii) provided by a licensed person or entity which provides emergency transportation and treatment.

Upon referral from a provider described in (i) through (iii) above, follow up services and care consistent with the underlying medical diagnosis rendered may be provided, supervised, ordered or prescribed only by a licensed physician, chiropractic physician or dentist, or to the extent permitted by applicable law and under the supervision of such physician, osteopathic physician, chiropractic physician or dentist, by a licensed physician assistant or a licensed advanced registered nurse practitioner.

Follow up services and care may also be provided by any of the following:

1. a licensed hospital or ambulatory surgical center;

2. an entity wholly owned by one or more licensed physicians, chiropractic physicians, or dentists; or by such practitioners and the spouse, parent, child, or sibling of such practitioners;
3. an entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals;
4. a licensed physical therapist, but only upon referral from: a licensed physician, dentist, or chiropractic physician; a licensed physician assistant, to the extent permitted by law and under the supervision of a licensed physician, dentist, or chiropractic physician; a licensed advanced registered nurse practitioner, to the extent permitted by law and under the supervision of a licensed physician, dentist, or chiropractic physician; or
5. a licensed health care clinic which is accredited by the Joint Commission on Accreditation of Healthcare Organizations, the American Osteopathic Association, the Commission on Accreditation of Rehabilitation Facilities, or the Accreditation Association for Ambulatory Health Care, Inc., or:
   a) has a licensed medical director;
   b) has been continuously licensed for more than 3 years or is a publicly traded corporation; and
   c) provides at least four of the following medical specialties: general medicine; radiography; orthopedic medicine; physical medicine; physical therapy; physical rehabilitation; prescribing or dispensing outpatient prescription medication; or laboratory services.

Medical expense benefits do not include massage or acupuncture.

We will not pay for medical services, supplies or care that is not reimbursable under Medicare or under Florida workers' compensation law. If a healthcare provider takes action against the injured person to recover for services billed and not paid, we will defend and, if necessary, indemnify the injured person up to the policy limits.

The applicable Personal Injury Protection limit(s) shown on the Policy Declarations for Medical Expenses, Income Loss, Loss of Services and Death Benefits is the maximum we will pay per injured person for any one motor vehicle accident, regardless of the number of vehicles insured under this or other policies. A $10,000 aggregate per injured person limit applies to Medical Expenses, Income Loss and Loss of Services.

SUBJECT TO THAT $10,000 AGGREGATE LIMIT, MEDICAL EXPENSES PER INJURED PERSON FOR ONE ACCIDENT are **ALSO** subject to EITHER a $10,000 or a $2,500 per injured person limit determined as follows:

A $10,000 coverage limit for Medical Expenses applies to an injured person if:
   (a) a licensed physician;
   (b) a licensed dentist;
   (c) a licensed physician assistant; or
   (d) a licensed advanced registered nurse practitioner;

has determined that the injured person had an emergency medical condition.

However, a $2,500 coverage limit for Medical Expenses applies to an injured person if:
   (1) a licensed physician;
   (2) a licensed dentist;
   (3) a licensed chiropractic physician;
   (4) a person or entity under part III of Florida Statutes Chapter 401 which provides emergency transportation and treatment;
   (5) a licensed physician assistant;
   (6) a licensed advanced registered nurse practitioner; or
   (7) a licensed physical therapist, based upon a referral by a provider described in (1), (2), (3), (5) or (6) above;

has determined that the injured person did not have an emergency medical condition.

There is a separate $5,000 per injured person limit on death benefits.

This coverage is subject to the exclusions, terms and conditions described in the policy.

Deductibles
Deductibles may apply under Personal Injury Protection. Please check the enclosed Policy Declarations for specific information on any deductibles which may apply to Personal Injury Protection–Coverage VA.

Uninsured Motorists Insurance–Coverage ST
Uninsured Motorists Insurance is provided if a premium is shown on the Policy Declarations for this coverage. Under this coverage, Allstate will pay only those damages which an insured person is legally entitled to recover from the owner or operator of an uninsured auto because of bodily injury sustained by an insured person caused by an accident and arising out of the ownership, maintenance or use of an uninsured auto. We will not pay any punitive or exemplary damages under this coverage. In addition, in order for us to pay for pain, suffering, mental anguish or inconvenience, the injury or disease must be described in one or more of paragraphs (a) through (d) of Florida Statute 627.737(2).

This coverage is subject to the exclusions, terms and conditions described in the policy.

Protection Against Loss to the Auto

The following coverages are two of the optional coverages which can be added to your policy for an additional premium. Your current policy provides only those coverages which are indicated on the enclosed Policy Declarations.

- **Auto Collision Insurance–Coverage DD**
  Auto Collision Insurance pays for loss to your insured auto or a non-owned auto, including loss to an attached trailer, which results from a collision with another object, or by an upset of that auto or trailer.
- **Auto Comprehensive Insurance–Coverage HH**
  Auto Comprehensive Insurance pays for direct and accidental loss to your insured auto or non-owned auto which does not result from a collision. Here are some of the hazards covered: glass breakage, missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot, civil commotion, and collision with a bird or animal.

  The deductible amount will not be subtracted from the loss payment for loss to the windshield of your insured auto or a non-owned auto.

There are several other optional coverages you may purchase, including:

- Roadside Coverage–Coverage JJ
- Transportation Expense–Coverage UU
- Sound System Coverage–Coverage ZA
- Portable Electronics and Media Coverage–Coverage ZZ

Please read your policy for a full description of these coverages.

This coverage is subject to the exclusions, terms and conditions described in the policy.

- Under **Exclusions—What Is Not Covered**, we have amended the introductory language to say "We will not cover" losses described in the exclusions that follow. Additionally, in several of the exclusions that follow, we have used the broader term "loss" instead of words that might be interpreted more narrowly (such as "property damage," "any damage," etc.). Note: All item numbers below refer to the items as reflected in the revised policy forms:
  - Item 2 - we revised this exclusion to state that we will not cover loss arising out of the use of an insured auto while used to carry persons or property for any form of compensation, or the use of any auto an insured person is driving while available for hire by the public. This exclusion does not apply to shared-expense car pools.
  - Item 3 - we added "leasing" to the list of examples of excluded motor vehicle business operations.
  - Item 4 - we revised the exclusion pertaining to loss resulting from acts of war, insurrection, rebellion or revolution, providing an expanded list of excluded causes of loss.
  - Item 5 - we revised the radioactive contamination exclusion, providing an expanded listing of nuclear, radiation and radioactive contamination losses not covered.
  - Item 6 - we will not cover loss caused by and confined to wear and tear, freezing, mechanical or electrical breakdown, or mold, fungus, or bacteria. We have also rewritten the list of losses to which the exclusion will not apply.
  - Item 9 - we will not cover loss to any personal electronic devices or recording media. The exclusion will not apply when you have purchased Portable Electronics and Media Coverage and the loss is covered under that coverage.
  - Item 11 - we will not cover loss to appliances, furniture, equipment and accessories in or on a travel-trailer. The exclusion will not apply when you have purchased Contents Coverage and the loss to the item is covered under that coverage.
  - Item 12 -we will not cover an insured auto, trailer or travel-trailer while it is rented to, leased to, or loaned for a charge to, any person or organization by or with the permission of an insured person.
  - Item 13 - we will not cover loss arising out of a racing contest, speed contest, or use of an auto at a track or course designed or uses for racing or high-performance driving.
  - Item 15 - this item has been added. It specifies loss due to conversion or embezzlement by any person who has the vehicle due to any lien or sales agreement is not covered.
  - Item 16 - this item has been added. Loss to home, office, store, display or passenger trailers or travel-trailers will only be covered if Auto Collision Insurance or Auto Comprehensive Insurance is listed on the Policy Declarations for the trailer or travel-trailer and the loss is covered under the listed coverage.
  - Item 17 - this item has been added. Loss to devices designed for the detection of radar or laser that can be used to evade law enforcement is not covered.

- Item 19 - We will not cover loss to your insured auto, trailer or travel-trailer from a collision with another object or by upset of that auto, trailer or travel-trailer if, at the time of the loss, the auto was being operated by a licensed driver who was not listed on your Policy Declarations as a driver and who was either a resident of your household or a guest temporarily staying in your home. A person who joins your household or gets a driver's license must be listed on the Policy Declarations within 185 days. We will not apply this exclusion under certain circumstances described in the exclusion.

Deductibles
Deductibles may apply under some of the coverages listed under Protection Against Loss To The Auto. Please check the enclosed Policy Declarations for a listing of any of the above coverages your policy provides, and for information about any applicable deductibles.

Additional Optional Coverages Allstate Offers
The following is a list of the optional coverages which can be added to your policy if you choose to do so. Please note that adding any of these optional coverages to your policy requires an additional premium. Your current policy provides only those optional coverages which are indicated on your Policy Declarations. Please note that certain exclusions and limitations may apply to each specific coverage. Deductibles may also apply to these coverages.

- Collision for Custom Equipment - Coverage CD*
- Comprehensive for Custom Equipement - Coverage CH*

  Camper Unit Coverage—We will provide coverage for your camper unit which is designed for use as a temporary living quarters. You must pay an additional premium for this coverage, depending on which coverages are provided by the policy which insures the auto on which the camper unit is mounted.
- Lease or Loan Gap Coverage–Coverage LG
- Repair or Replacement Cost Coverage–Coverage RC
- Auto Replacement Protection–Coverage NC*
- Identity Theft Coverage–Coverage IT
- Contents Coverage–Coverage HC*

*not available for Allstate Indemnity policies

The Cancellation And Non-Renewal Provision of Your Auto Policy
During the first two months following the date of issuance or renewal, you may not cancel your policy except:

- upon total destruction of the insured auto;
- upon transfer of ownership of the insured auto;
- after the purchase of another policy or binder covering the auto which was covered under your policy; or
- in the event of a military assignment.

If your original policy has been in effect for 60 days or less, we may cancel for reasons other than non-payment of premium. However, during the first 60 days of your original policy, we may cancel for non-payment of premium if the reason for the cancellation is the issuance of a check, draft, electronic transaction, credit card or any remittance other than cash for the premium which is dishonored upon presentation, or honored and later reversed or dishonored, for any reason.

If you make an initial premium payment on your original policy that is dishonored upon presentation, or honored and later reversed or dishonored for any reason, we may deny any claim and we may void this entire policy, including any and all coverages hereunder. If we void the policy from its inception we will not be liable for any claims or damages that would have otherwise been covered in the absence of the non-payment of premium.

After your original or renewal policy has been in effect for 60 days, you may cancel your policy by notifying us what future date you wish to stop coverage.

After your original policy has been in effect for 60 days, or if it is a renewal policy, Allstate will not cancel your coverage during the policy period unless:

- the premium is not paid when due;
- there is material misrepresentation, fraud or concealment of material facts;
- you or any member of your household has had a driver's license suspended or revoked; or
- we have mailed you notice within the first 60 days that the original policy has been in effect that we do not intend to continue the policy.

We may cancel the policy for non-payment of premium when due if the reason for cancellation is the issuance of a check, draft, electronic transaction, credit card or any remittance other than cash for the premium which is dishonored upon presentation, or honored and later reversed or dishonored for any reason.

After your original policy has been in effect for 60 days, or if it is a renewal policy, we will give you notice as follows:

- If we cancel because you did not pay the premium, we will give you at least ten days notice.
- If we cancel for any reason other than non-payment of premium, we will give you at least 45 days notice.

Upon expiration of the policy period, we may transfer the policy to another insurer under the same ownership or management as Allstate. We will mail you notice at least 45 days before the end of the policy period of our intent to transfer the policy and of the premium, and the specific reasons for any increase in the premium.

If we do not intend to continue the policy beyond the current policy period, we will give you notice at least 45 days before the end of the policy period.

We will not refuse to renew or continue this policy solely because:

- You were convicted of one or more traffic violations which did not involve an accident or cause revocation or suspension of your driving privilege unless you have been convicted of, or plead guilty to: two such traffic violations within an 18-month period; three or more such traffic violations within a 36-month period; or exceeding the lawful speed limit by more than 15 miles per hour.
- You have had only one accident if we have insured the auto for a period of at least five years immediately preceding the renewal date.

We will mail any cancellation or non-renewal notice to you at your address shown on the Policy Declarations. Our mailing the notice of cancellation or non-renewal to you will be deemed proof of notice. A refund, if due, will be proportional to the time your policy has been in effect, but cancellation will be effective even though the refund is not made immediately.

- If you cancel, we will mail the unearned portion of any premium paid within 30 days after the effective date of cancellation or receipt of notice or request for cancellation, whichever is later.
- If we cancel, we will mail the unearned portion of any premium paid within 15 days after the effective date of cancellation.

If we mail a cancellation notice, after your policy has been in effect for 60 days, because you did not pay the required premium when due and you then tender payment by check, draft, electronic transaction, credit card or other remittance which is not honored upon presentation, your policy will terminate on the date and time shown on the cancellation notice and any notice we issue which waives the cancellation or reinstates coverage is void. This means that Allstate will not be liable under this policy for claims or damages after the date and time indicated on the cancellation notice.

Any unearned premium under $5.00 will be refunded only upon your request.

In the event we determine that you have been charged an incorrect premium for coverage requested in your application for insurance, we shall immediately mail you notice of any additional premium due us. If within 15 days of the notice of additional premium due (or a longer time period as specified in the notice), you fail to either:

- pay the additional premium and maintain this policy in full force under its original terms; or
- cancel this policy and demand a refund of any unearned premium;

then this policy shall be cancelled effective 15 days from the date of the notice (or a longer time period as specified in the notice).

How Auto Policies Are Surcharged

Listed below are the different surcharges we use to calculate your auto insurance premium in certain special cases:

- **Certified Risk Surcharge**—We will apply a surcharge to Bodily Injury Liability, Property Damage Liability, and Personal Injury Protection coverages because of certain risks, for which an insured person is required to complete and file either an "Owner's Certificate to Cover the Described Automobile Only" or an "Operator's Certificate to Cover the Operation of Any Automobile."

  These certificates are usually required for risks such as past convictions of driving under the influence of drugs or alcohol, leaving the scene of an accident, homicide or assault with an auto, speeding, or reckless driving.

If you have any question about whether your policy has been surcharged, or about any surcharges made to your policy, please contact your Allstate Agent.

Discounts Available With Auto Policies

The following are brief descriptions of the discounts we offer if you qualify and they are available for your Allstate policy. The enclosed Policy Declarations provides a listing of all the discounts which have been applied to your policy.

When you originally applied for your policy, your Allstate Agent took the necessary information from you to give you both the correct rate and all of the discounts you qualified for. However, your situation may have changed since then, so you may want to contact your Allstate Agent to confirm that he or she has all the correct, updated information concerning you and your family. This way you can be sure that you are receiving all of the discounts for which you are eligible.

- **Passive Restraint Discount**—You may be eligible for this discount if you insure an auto with airbags or factory installed automatic motorized seatbelts.

- **Defensive Driver Discount**—You may be eligible for this discount for any auto insured under your policy, as long as the principal operator of that auto:
  - is at least 55 years of age; and
  - has voluntarily attended and successfully completed a motor vehicle accident prevention course which is approved by the Florida Department of Highway Safety and Motor Vehicles; and
  - has not had a chargeable accident in the preceding three years. (not applicable for Allstate Property and Casualty policies)
- **Anti-Lock Brake Discount**—You may be eligible for this discount if you own and insure an auto which is equipped with a factory installed anti-lock braking system for Allstate Fire and Casualty and Allstate Property and Casualty policies.
  For Allstate Indemnity policies—You may be eligible for this discount if you own and insure an auto which is equipped with either:
  - a factory installed anti-lock brake system on all four wheels, or
  - a non-factory installed anti-lock brake system on two or four wheels.
- **Anti-Theft Discount**—If you own and insure an auto which is equipped with a qualifying anti-theft device that is properly installed and maintained in working condition, you may be eligible for this discount.
- **55 and Retired Discount**—This discount is offered to drivers who are at least 55 years of age, are not presently gainfully employed full time or seeking full time employment, and who meet other specifications.
- **Farm Discount**—You may be eligible for this discount if you are a farmer.
- **New Car Discount**—You may qualify for this discount if your vehicle is a current, first prior, or next subsequent model year and has not been previously titled.
- **FullPay**[SM] **Discount**—This discount is offered if you pay your entire policy premium by your renewal effective date.*
- **Allstate® Easy Pay Plan Discount**—This discount applies when the policy premium is paid through the Allstate® Easy Pay Plan.*
- **Multiple Policy Discount**—You may qualify for this discount if you currently have a Homeowners, Condominium Owners, Renters or Personal Umbrella (PUP) policy with Castle Key or another Allstate affiliate for Allstate Fire and Casualty policies.

  For Allstate Property and Casualty and Allstate Indemnity policies—You may qualify for this discount if you currently have a Renters policy with Castle Key or another Allstate affiliate.
- **Preferred Package Discount**—You may qualify for this discount if you own a residential property and insure more than one auto on this policy.
- **Allstate Auto/Life Discount**[SM] —You may qualify for this discount if you are the owner, insured or payor of a qualifying individual life insurance policy written prior to October 11, 2021, or mortgage term life insurance certificate written by an Allstate Agent prior to October 11, 2021.
- **Electronic Stability Control Discount**—This discount applies to vehicles equipped with electronic stability control.
- **Safe Driving Club Discount**—This discount is available to customers who have not been in an at-fault accident for a specific period of time.
- **Homeowner Discount**—This discount is available to our customers who currently own a home, townhouse, condominium, mobile home or manufactured home for Allstate Fire and Casualty policies.
- **Homeownership Discount**—You may be eligible for this discount if you own a home, townhome, condominium or mobile home in which you reside for Allstate Property and Casualty policies.

  For Allstate Indemnity policies—We offer a discount to policies in which the insured and/or spouse is able to provide sufficient proof that he/she owns a home, townhome, condominium, or mobile home.
- **Smart Student Discount**—This discount applies to young drivers who are unmarried, under the age of 25 and meet certain academic and other conditions.
- **Responsible Payer Discount**—You may be eligible to receive this discount simply by paying your premium on time.*
- **Early Signing Discount**—You may be eligible for this discount if the application for your policy is completed seven or more days before the policy effective date, and if your policy has prior insurance with no lapse in coverage at New Business for Allstate Fire and Casualty and Allstate Property and Casualty policies.

  For Allstate Indemnity policies—You may be eligible for this discount if the application for your policy is completed three or more days before the policy effective date at New Business, and if you have maintained at least six continuous months of liability insurance with no lapse in coverage at New Business.

- **Alert Driving Discount**—This discount is available to customers who have not been in a non-at-fault accident for a required period of time.
- **Risk Avoidance Discount**—Customers who have not had a claim under Comprehensive Coverage for a required period of time are eligible to receive this discount.
- **Drivewise®** —This discount is available to customers who participate in the Allstate Drivewise® Program. For more information regarding the program, please contact your Allstate Agent.*
- **eSmart Discount**—This discount is available to customers who participate in the ePolicy program.*
- **Resident Student Discount**—You may be eligible to receive a discount on certain coverages if a student insured by your policy lives away at school while the car he or she drives remains at home. The Resident Student Discount will be applied to the car insured under your policy that is driven by a student under the age of 25 who lives at a school, college, or other educational institution located more than 100 miles from where the car is garaged.
- **teenSMART™ Discount**—You may qualify for this discount if an operator insured on your policy is under the age of 21 and has successfully completed the teenSMART™ program.
- **Good Student Discount**—You may be eligible for this discount if the rated vehicle operator is unmarried, less than age 25, and meets certain academic requirements and other qualifications.
- **Premier Discount**—This discount applies to drivers who have been accident and violation free for 3 years and meet other qualifications.
- **Premier Plus Discount**—This discount applies to drivers who have been accident and violation free for 5 years and meet other qualifications.
- **Utility Discount**—This discount is available for most pick-up trucks.
- **Performance Discount**—You may be eligible to receive a discount on certain coverages such as Bodily Injury, Personal Property Damage Liability Insurance, Automobile Medical Payments, Auto Collision Insurance, Auto Comprehensive Insurance, and Personal Injury Protection if you meet the eligibility requirements. Please contact your agent for more details on how you may qualify.
- **Loyalty Discount**—You will be eligible for this discount if your policy remains active with Allstate Indemnity Company with no lapse in coverage during the preceding policy term.
- **The Good Hands People® Discount**—This discount applies when the named insured or spouse provides requisite proof that they are a qualified member of an approved group.

*This discount does NOT apply to the Allstate Fire and Casualty Insurance Company pay as you go telematics Policy.

Please remember that this outline contains just a brief summary of many of the provisions of your auto policy and that all coverages are subject to policy terms, conditions, limitations and availability. Please consult your policy for complete descriptions and details. If you have any questions regarding this outline of coverage, your auto policy or your other insurance needs, please contact your Allstate Agent.

XC7087-3

Are You Eligible for New Discounts?

Did you know that you may now qualify for discounts that you previously were not eligible to receive? For instance, in many states, Allstate offers discounts for:

- Drivers who are age 55 and older who are no longer working;
- Young drivers, including students under the age of 25;
- Drivers who have completed approved driver training courses; and
- Drivers who also insure their homes with Allstate.

Please contact your Allstate representative for additional information about discount qualifications, as well as other discounts that may be available.

X67094-1

Other Allstate Companies also offer automobile insurance—giving you additional protection options

We want to make sure you know that automobile insurance is available from different Allstate-branded companies—each with its own mix of price and coverage options. Although your current policy is with Allstate Property and Casualty Insurance Company, automobile coverage from another Allstate-branded company can differ from your current policy in a number of ways, including:

- Price
- Coverage
- Features
- Discounts

Things To Consider When Comparing Insurance Policies

When comparing different policies, you may want to consider the following:

- **Price** – While another company may offer a lower premium today, the premium could change in the future. Be sure to consider this.
- **Policy Features and Benefits** – Some of the policy features and benefits that your current policy has may not be available or carry over to the new company. Also, the new policy might not provide the same level of benefits as your current policy. And if you leave Allstate Property and Casualty Insurance Company, you will not be able to return to that company or get the same rate.

Your Allstate Agent Can Help

Your Allstate Agent is here and can discuss any options you might be interested in. We want to thank you again for choosing Allstate to protect what's important to you.

X73000v2

Important Information About Uninsured Motorists Insurance

Please refer to the Uninsured Motorists Insurance limits on the attached Policy Declarations. And please read the information below regarding Uninsured Motorists Insurance to determine if you have the type of coverage you want.

What Does Uninsured Motorists Insurance Offer?

Uninsured Motorists Insurance provides protection, subject to the terms and conditions of your policy, for bodily injury sustained in an accident caused by the driver of an uninsured motor vehicle which includes:

- Motor Vehicles with no liability insurance in effect at the time of the accident,
- Hit-and-run motor vehicles,
- Motor vehicles insured by insurance companies that deny coverage,
- Motor vehicles insured by insurance companies that become insolvent within 4 years from the date of the accident (this coverage is excess over any obligations assumed by the Florida Insurance Guaranty Association to pay claims),
- An insured motor vehicle when the liability insurer thereof excludes liability coverage to a person who is not a member of your family whose operation of an insured vehicle results in injuries to you or a resident relative, and
- An underinsured motor vehicle which includes a motor vehicle whose liability limits are less than the amount of the damages the insured person is legally entitled to recover.

What Are Your Available Uninsured Motorists Insurance Options?

1. You may select Uninsured Motorists Insurance in an amount equal to your limits for bodily injury liability.
2. You may select Uninsured Motorists limits which are lower than your bodily injury liability limits.
3. Or, you may reject Uninsured Motorists Insurance.

Non-Stacked and Stacked Coverage Options

Your Policy Declarations show whether you have non-stacked or stacked Uninsured Motorists Insurance.

With non-stacked coverage, your Uninsured Motorists Insurance limits (if any) will not be added together to pay for damages you sustain in an accident. Therefore, if you are injured in a vehicle insured under your policy, Uninsured Motorists Insurance provides you with protection only to the extent of your coverage limits shown on your Policy Declarations for that vehicle. If you are injured in someone else's vehicle, or you are struck as a pedestrian, you may select the highest limits for Uninsured Motorists Insurance available on any one vehicle insured under your policy. You pay a reduced rate for non-stacked coverage compared to stacked coverage.

With stacked coverage, your Uninsured Motorists Insurance limits for each vehicle insured under your policy are added together (stacked) to pay for damages you sustain in an accident. Thus, the Uninsured Motorists Insurance limits available to you would automatically change during the policy period if you increase or decrease the number of vehicles insured under your policy.

Please contact your Allstate agent or contact us at 1-800 Allstate® (1-800-255-7828) if you would like to change any of your coverage options or if you have any questions about Uninsured Motorists Insurance. We can help you determine what coverages are available so you can select the coverage of your choice.

(ed. 06/2022)

X5402-2

State-Required Information Regarding Mandatory Insurance Coverage

This notice is being provided for your information only. It's important that you understand what will happen if your auto policy is cancelled or non-renewed, or if you let your coverage lapse. If you have any questions after reading this notice, please do not hesitate to contact your agent.

We are obligated by law to report the cancellation or non-renewal of any auto policy which provides personal injury protection benefits to the Florida Department of Highway Safety and Motor Vehicles. If you fail to maintain personal injury protection and property damage liability insurance on a motor vehicle when required by law, you may lose your registration and driving privileges in the state.

If your registration and driving privileges are suspended, you may reinstate them by obtaining an auto insurance policy which includes personal injury protection coverage and property damage liability insurance, as required by law, and paying a nonrefundable reinstatement fee of $150.00. This fee will increase to $250.00 for a second reinstatement, and to $500.00 for each reinstatement after the second during the three years following the first reinstatement.

The coverages and the coverage limits currently provided by your policy are listed on the enclosed Policy Declarations. Please review your coverage information, and if you have any questions about your policy or your insurance coverage in general, please contact your agent.

X6988

You May Request That We Reorder Your Credit Report

Like many insurance companies, when we consider your eligibility for coverage, we review your credit report and base your premium partly on this information.

We reorder your credit report(s) every two years, but if you would like us to use updated credit information to determine your premium, you can request that we order it sooner.

The rate for your premium will only decrease or remain the same if we reorder your credit report. If your credit history has improved, we will adjust your premium. Please be aware that, depending on when you request a credit reorder, we may not be able to apply any premium change to this policy renewal; if so, it will take effect at your *next* policy renewal. Several factors, including any policy changes you might make, can also affect the amount of your premium.

You can learn more by visiting allstate.com. If you'd like us to use updated credit information to determine your premium, please call your agent.

X67520-2

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MONROE COUNTY, FLORIDA
REQUEST FOR WAIVER OF INSURANCE REQUIREMENTS

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract.

Contractor/Vendor: Terramar Environmental Services, inc.

Project or Service: Updates of 2009 Geospatial Land Cover Dataset and Tier Overlay District Maps for the Florida Keys

Contractor/Vendor Address & Phone #: 1241 Crane Blvd., Sugarloaf key, Fl 33042

General Scope of Work: Support County efforts to update LULC mapping over the Keys. Support re-mapping of Tier designations, and support public review of proposed tier changes through participation in the Tier Development Review Committee (TDRC).

Reason for Waiver or Modification: Commercial auto insurance is not available. Instead, vendor has provided a Business Automobile Policy with $1,000,000 per occurrence, meeting or exceeding the auto insurance requirements of the contract.

Policies Waiver or Modification will apply to: The requirement for Commercial Auto Liability Insurance.

Signature of Contractor/Vendor: Philip A. Franke Vice President

Date: _____ Approved _____ Not Approved _____

Risk Management Signature: _____

Date: 12/5/2022

County Administrator appeal:

Approved: _____ Not Approved: _____

Date: _____

Board of County Commissioners appeal:

Approved: _____ Not Approved: _____

Meeting Date: _____

JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 3/4/2021 **EXPIRATION DATE:** 3/4/2023

PERSON: PHILIP A FRANK **EMAIL:** TERRAMAR.ENV@GMAIL.COM

FEIN: 201899329

BUSINESS NAME AND ADDRESS:

TERRAMAR ENVIRONMENTAL SERVICES, INC.

1241 CRANE BOULEVARD

SUMMERLAND KEY, FL 33042

SCOPE OF BUSINESS OR TRADE:

Architectural or Engineering
Firm-Including Salespersons
& Drivers

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 4/29/2021 **EXPIRATION DATE:** 4/29/2023

PERSON: ROWENA P GARCIA **EMAIL:** ROWENAFRANK@GMAIL.COM

FEIN: 201899329

BUSINESS NAME AND ADDRESS:

TERRAMAR ENVIRONMENTAL SERVICES, INC.

1241 CRANE BOULEVARD

SUMMERLAND KEY, FL 33042

SCOPE OF BUSINESS OR TRADE:

Architectural or Engineering
Firm-Including Salespersons
& Drivers

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TERRENV-03 CHOUGULEA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/5/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America 13361 Overseas Highway Marathon, FL 33050	CONTACT NAME: Lisa Rider PHONE (A/C, No, Ext): (305) 537-2808 FAX (A/C, No): E-MAIL ADDRESS: Lisa.Rider@ioausa.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Homeland Insurance Company of New York — 34452
INSURED Terramar Environmental Services Inc 1241 Crane Blvd. Sugarloaf Key, FL 33042	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			793-00-32-85-0009	4/16/2024	4/16/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Environmental			793-00-32-85-0009	4/16/2024	4/16/2025	Pollution Liab	1,000,000
A	Professional Liab			793-00-32-85-0009	4/16/2024	4/16/2025	Each Wrongful Act	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**

Form / Coverage Architects & Engineers Liability
Commercial General Liability

Contractors Environmental Liability Coverage Part:
Each Pollution Condition
$1,000,000 Contractors Pollution Liability
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Monroe County Board of County Commissioners
1100 Simonton Street
Key West, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: TERRENV-03 CHOUGULEA

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Insurance Office of America		Terramar Environmental Services Inc 1241 Crane Blvd. Sugarloaf Key, FL 33042 Monroe
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
$1,000,000 Transportation Pollution Liability
$1,000,000 Non-Owned Disposal Site Liability (Claims-Made)
Not Covered Short-Term Environmental Premises Liability

Professional Services Liability Coverage Part:
$1,000,000 Each Wrongful Act (Claims Made)

Deductible:
$5,000 CGL - Each Occurrence
$5,000 CPL - Each Pollution Condition
$10,000 Transportation Pollution - Each Pollution Condition
$15,000 Non-Owned Disposal Site - Each Pollution Condition
$5,000 PL - Each Claim

*** Certificate Holder as Additional Insured when required BY A WRITEN CONTRACT:**

***OBENV GE 319 11 20 - PRIMARY AND NON-CONTRIBUTORY - OTHER INSURANCE CONDITION**
***OBENV GE 320 11 20 - WAIVER TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**
***OBENV GE 346 01 19 - ADDITIONAL INSURED**
***OBENV GE 351 09 20 - ADDITIONAL INSURED - OWNERS, LESSES OR CONTRACTORS - COMPLETED OPERATIONS**

The Monroe County Board of County Commissioners, its employees and officials will be included as Additional Insured and the Monroe County Board of Commissioners are additional insured with respects to General Liability when required by written contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to, and will not seek contribution from, any other insurance available to an additional insured under this policy provided that:

a. The additional insured is a named insured under such other insurance; and

b. The **Named Insured** has agreed in writing in a contract or agreement that this insurance would:

(1) Act primary to any other insurance available to the additional insured; and

(2) Would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions remain the same.

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E-INSURED

Policy Number: 793-00-32-85-0008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization that the Named Insured agreed to add as an additional insured in a written contract or written agreement that was fully executed by the Named Insured prior to the performance of the Named Insured's work that is the subject of such written contract or written agreement.
Location And Description Of Completed Operations:
Any location, and completed operations at such location, where required by the written contract or written agreement in which the Named Insured agreed to add the person or organization qualifying as an additional insured under this endorsement.

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury**, **property damage** or **environmental damage** caused, in whole or in part, by **your work** at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the **products-completed operations hazard**.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **1. Limits of Insurance** in **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain the same.

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E-INSURED

Policy Number: 793-00-32-85-0008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION – FORM III

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that the Named Insured agreed to add as an additional insured in a written contract or written agreement that was fully executed by the Named Insured prior to the performance of the Named Insured's work that is the subject of such written contract or written agreement.	Any location where required by the written contract or written agreement in which the Named Insured agreed to add the person or organization qualifying as an additional insured under this endorsement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury**, **property damage**, **environmental damage** or **personal and advertising injury** caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **bodily injury**, **property damage** or **environmental damage** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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Copyright 2019, Intact Insurance Group USA LLC
E-INSURED

2. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain the same.

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Policy Number: 793-00-32-85-0008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Any person or organization that the "Named Insured" agreed to waive its rights of recovery against in a fully executed written contract.

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** condition of **SECTION IV – CONDITIONS**:

We waive any right of recovery we may have against the person or organization shown in the SCHEDULE above because of payments we make for injury or damage arising out of your negligence during:

1. Your ongoing operations; or

2. **Your work**;

performed under a written contract with such person or organization and included in the **products-completed operations hazard**. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) in the written contract prior to loss. This waiver applies only to the person or organization shown in the SCHEDULE above.

All other terms and conditions remain the same.

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AMENDMENT ONE TO CONTRACT FOR UPDATES OF 2009 GEOSPATIAL LAND COVER DATASET AND TIER OVERLAY DISTRICT MAPS FOR THE FLORIDA KEYS BETWEEN MONROE COUNTY AND TERRAMAR ENVIRONMENTAL SERVICES INC.

This Amendment One to Contract for Updates of 2009 Geospatial Land Cover Dataset and Tier Overlay District Maps for the Florida Keys ("Amendment One") is made and entered into this 25th day of March, 2025 by and between MONROE COUNTY ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida, 33040, through the Monroe County Board of County Commissioners ("BOCC"),

AND

Terramar Environmental Services, Inc. ("CONSULTANT"), whose address is 1241 Crane Boulevard, Sugarloaf Key, FL 33042.

WITNESSETH:

WHEREAS, the COUNTY and Terramar Environmental Services, Inc. ("CONSULTANT") entered into a Contract for Updates of 2009 Geospatial Land Cover Dataset and Tier Overlay District Maps for the Florida Keys ("AGREEMENT") on November 15, 2022, with a termination date of April 30, 2024; and

WHEREAS, Monroe County 2030 Comprehensive Plan Policy 106.1.2 requires Monroe County to establish a Tier Designation Review Committee (TDRC) Work Group to consist of representatives selected by the Florida Department of Commerce (formerly Florida Department of Economic Opportunity (DEO)) from Monroe County, Florida Fish & Wildlife Conservation Commission, United States Fish & Wildlife Service, Department of Environmental Protection and environmental and other relevant interests. The TDRC shall be tasked with the responsibility of tier designation review utilizing the criteria for tier placement and best available data to recommend amendments to ensure implementation of and adherence to the Florida Keys Carrying Capacity Study; and,

WHEREAS, the Florida Department of Commerce has not selected representatives for the TDRC; and,

WHEREAS, the AGREEMENT included a Scope of Services (Exhibit A), with required deliverables; and,

WHEREAS, CONSULTANT has met all deliverables except E4 ("Technical Support for up to six (6) TDRC meetings over a six month period") (Subtask 1.3.7) and E2 ("A Final Report detailing changes in Land Cover by habitat type and reason for the change…") (Subtask 1.3.8). CONSULTANT has been unable to complete these deliverables due to the delay in selecting representatives for the TDRC, outside of the control of the CONSULTANT and the COUNTY; and,

WHEREAS, the AGREEMENT needs to be amended to eliminate Scope of Service Paragraph D and deliverable E4 (Subtask 1.3.7). Since this deliverable is dependent on Florida Department of Commerce selecting representatives for the TDRC, the parties cannot know when these meetings will be held; and,

WHEREAS, the AGREEMENT needs to be retroactively extended from April 30, 2024, to April 30, 2025, to give CONSULTANT time to complete deliverable E2 (Subtask 1.3.8).

NOW THEREFORE, in consideration of the mutual promises contained herein, the AGREEMENT is amended as follows:

Section 1. Recitals and Legislative Intent. The Foregoing recitals, findings of fact, and statements of legislative intent are true and correct and are hereby incorporated as if fully stated herein.

Section 2. The AGREEMENT is amended as follows:

Section 3. TERM OF AGREEMENT

3.1 Except as noted below, this Agreement shall begin on the 23rd day of November, 2022 and will conclude with delivery of the deliverables outlined in Section 1 and the Amended Exhibit A of this Agreement. The end date of the Agreement is extended from April 30, 2024, to April 30, 2025.

Section 7. NOTICES
Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage pre-paid to the other party by certified mail, return receipt requested, to the following:

For the COUNTY:
Christine Hurley, County Administrator
1100 Simonton St.
Key West, FL 33040

For the CONSULTANT:
Terramar Environmental Services, Inc.
1241 Crane Blvd.
Sugarloaf Key, FL 33042

Section 22. FLORIDA PUBLIC RECORDS LAW
Public Records Compliance. Contractor must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24, Article I of the Constitution of Florida. The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents,

records, papers, letters or other "public record" materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes and made or received by the County and Contractor in conjunction with this contract and related to contract performance. The County shall have the right to unilaterally cancel this contract upon violation of this provision by the Contractor. Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this contract and the County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

The Contractor is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to Section 119.0701, Florida Statutes and the terms and conditions of this contract, the Contractor is required to:

(1) Keep and maintain public records that would be required by the County to perform the service.

(2) Upon receipt from the County's custodian of records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

(4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records that would be required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of records, in a format that is compatible with the information technology systems of the County.

(5) A request to inspect or copy public records relating to a County contract must be made directly to the County, but if the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

If the Contractor does not comply with the County's request for records, the County shall enforce the public records contract provisions in accordance with the contract, notwithstanding the County's option and right to unilaterally cancel this contract upon violation of this provision by the Contractor. A Contractor who fails to provide the public records to the County or pursuant to a valid public records request within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

The Contractor shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless otherwise provided in this provision or as otherwise provided by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE# 305-292-3470 OR PUBLICRECORDS@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY'S OFFICE, 1111 12TH Street, SUITE 408, KEY WEST, FL 33040.

Section 36. E-VERIFY SYSTEM

Beginning January 1, 2021, in accordance with F.S. 448.095, the Contractor and any subcontractor shall register with and shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the Contract term. Any subcontractor shall provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall comply with and be subject to the provisions of F.S. 448.095.

Exhibit A, "Scope of Services," including the Cost Proposal chart, is amended as attached herein.

The remainder of the terms and conditions of the AGREEMENT remain unchanged by this Amendment, and continue in full force and effect.

IN WITNESS WHEREOF, each party caused this Amendment One to the Agreement to be executed by its duly authorized representative.

(SEAL)

Attest: KEVIN MADOK, Clerk

By:_____
As Deputy Clerk

Date:_____

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By:_____
James K. Scholl, Mayor

CONSULTANT

By: Rowena P. Garcia

Title: President

STATE OF: Florida

COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me, by means of ☑ physical presence or ☐ online notarization, on March 28, 2025 (date) by

Rowena P Garcia (name of affiant). He/She is personally known to me or has produced Fl Driver License ___ (type of identification) as identification.

_____
NOTARY PUBLIC

JESENIA VALERO
MY COMMISSION # HH576720
EXPIRES: July 29, 2028

MONROE COUNTY ATTORNEY

APPROVED AS TO FORM

_____

KELLY DUGAN

ASSISTANT COUNTY ATTORNEY

March 18, 2025

AMENDED EXHIBIT A
SCOPE OF SERVICES

SCOPE OF WORK

The project consists of:

A. Updates to the existing land cover classification described above to meet the needs of the Planning & Environmental Resources Department utilizing the 2022 digital orthophotography described in 1.04.

B. Perform quality control and quality assurance (including grouncltruthing of digital orthophotograph land cover signatures) to determine the accuracy of the final land cover dataset. The quality control and quality assurance and cover and classification delineation techniques will be summarized in a written report.

C. Tier Mapping. Consultant shall review existing Tier Overlay District maps and make recommendations for revisions or amendments in accordance with Comprehensive Plan Policy 106.1.1 and Monroe County Land Development Code Chapter 130-130 (c). Prior to Monroe County processing updates to the Land Development Code Tier (Zoning) Overlay District Map, the Consultant shall evaluate the listed threatened and endangered species (as of 2022) and the criteria included in Policy 205.1.1 (Tier Overlay District designation criteria) to determine if amendments are required to further protect and enhance native upland vegetation.

D. Deliverables at a minimum shall include:

1. Habitat mapping: a GIS File Geodatabase containing the land cover dataset compatible with ArcGIS 10.8.1 and ArcGIS Pro 2.7.2 or most recent version and associated metadata file. The data will be in the NAD 1983 (2011) State Plane Florida East coordinate system, in units of US Survey Feet.
2. A Final Report detailing changes in Land Cover by habitat type and reason for the change (eg: development, mapping error, environmental conditions, etc). The Final Report shall include a review of the QA/QC procedures and will address issues encountered with polygon classification such as photo quality, signature variance or misinterpretations of mapping units, etc.
3. Preliminary Tier Overlay District map amendment recommendations

The County shall own the deliverables, and shall have sole rights to reproduce and sell any data or derivative information, and Respondent shall have no copy right or right to sell the data set or derivative of the data set resulting from this RFP.

Outstanding Deliverables as of March 2025

Subtask	Deliverable	Due Date	Invoice Amount
1.3.1	Project Kickoff Meeting, Data & Imagery QA	Complete	$20,667.88 Paid
1.3.2	Desktop Photointerpretation	Complete	$40,828.02 Paid
1.3.3	Fieldwork	Complete	$34,529.50 Paid
1.3.4	Fieldwork QA	Complete	$32,609.84 Paid
1.3.5	Final QA	Complete	$19,222.04 Paid
1.3.6	Tier Mapping	Complete	$15,323.36 Paid
1.3.7	TDRC Meetings - Task eliminated per Amendment One		
1.3.8	Final Report	4/30/2025	$16,645.18
Outstanding Task Assignment Total			**$16,645.18**

MONROE COUNTY, FLORIDA
REQUEST FOR WAIVER OF INSURANCE REQUIREMENTS

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract.

Contractor/Vendor: Terramar Environmental Services, inc.

Project or Service: Updates of 2009 Geospatial Land Cover Dataset and Tier Overlay District Maps for the Florida Keys

Contractor/Vendor Address & Phone #: 1241 Crane Blvd., Sugarloaf key, Fl 33042

General Scope of Work: Support County efforts to update LULC mapping over the Keys. Support re-mapping of Tier designations, and support public review of proposed tier changes through participation in the Tier Development Review Committee (TDRC).

Reason for Waiver or Modification: Commercial auto insurance is not available. Instead, vendor has provided a Business Automobile Policy with $1,000,000 per occurrence, meeting or exceeding the auto insurance requirements of the contract.

Policies Waiver or Modification will apply to: The requirement for Commercial Auto Liability Insurance.

Signature of Contractor/Vendor: Philip A. Frank Vice President

Date: Approved Not Approved

Risk Management Signature: Brian Bradley

Date: 12/5/2022

County Administrator appeal:

Approved: _____ Not Approved: _____

Date: _____

Board of County Commissioners appeal:

Approved: _____ Not Approved: _____

Meeting Date: _____

TERRENV-03 CHOUGULEA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/5/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Insurance Office of America 13361 Overseas Highway Marathon, FL 33050	CONTACT NAME: Lisa Rider PHONE (A/C, No, Ext): (305) 537-2808 FAX (A/C, No): E-MAIL ADDRESS: Lisa.Rider@ioausa.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Homeland Insurance Company of New York — 34452
INSURED Terramar Environmental Services Inc 1241 Crane Blvd. Sugarloaf Key, FL 33042	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
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	CLAIMS-MADE X OCCUR			793-00-32-85-0009	4/16/2024	4/16/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Environmental			793-00-32-85-0009	4/16/2024	4/16/2025	Pollution Liab	1,000,000
A	Professional Liab			793-00-32-85-0009	4/16/2024	4/16/2025	Each Wrongful Act	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**

Form / Coverage Architects & Engineers Liability
Commercial General Liability

Contractors Environmental Liability Coverage Part:
Each Pollution Condition
$1,000,000 Contractors Pollution Liability
SEE ATTACHED ACORD 101

APPROVED BY RISK MANAGEMENT
BY Gaelan Jones
DATE 04.01.25
WAIVER N/A X YES ____

CERTIFICATE HOLDER

Monroe County Board of County Commissioners
1100 Simonton Street
Key West, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: TERRENV-03 CHOUGULEA

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Insurance Office of America	Terramar Environmental Services Inc 1241 Crane Blvd. Sugarloaf Key, FL 33042 Monroe
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
$1,000,000 Transportation Pollution Liability
$1,000,000 Non-Owned Disposal Site Liability (Claims-Made)
Not Covered Short-Term Environmental Premises Liability

Professional Services Liability Coverage Part:
$1,000,000 Each Wrongful Act (Claims Made)

Deductible:
$5,000 CGL - Each Occurrence
$5,000 CPL - Each Pollution Condition
$10,000 Transportation Pollution - Each Pollution Condition
$15,000 Non-Owned Disposal Site - Each Pollution Condition
$5,000 PL - Each Claim

*** Certificate Holder as Additional Insured when required BY A WRITEN CONTRACT:**

***OBENV GE 319 11 20 - PRIMARY AND NON-CONTRIBUTORY - OTHER INSURANCE CONDITION**
***OBENV GE 320 11 20 - WAIVER TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**
***OBENV GE 346 01 19 - ADDITIONAL INSURED**
***OBENV GE 351 09 20 - ADDITIONAL INSURED - OWNERS, LESSES OR CONTRACTORS - COMPLETED OPERATIONS**

The Monroe County Board of County Commissioners, its employees and officials will be included as Additional Insured and the Monroe County Board of Commissioners are additional insured with respects to General Liability when required by written contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to, and will not seek contribution from, any other insurance available to an additional insured under this policy provided that:

a. The additional insured is a named insured under such other insurance; and

b. The **Named Insured** has agreed in writing in a contract or agreement that this insurance would:

(1) Act primary to any other insurance available to the additional insured; and

(2) Would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions remain the same.

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Policy Number: 793-00-32-85-0008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization that the Named Insured agreed to add as an additional insured in a written contract or written agreement that was fully executed by the Named Insured prior to the performance of the Named Insured's work that is the subject of such written contract or written agreement.
Location And Description Of Completed Operations:
Any location, and completed operations at such location, where required by the written contract or written agreement in which the Named Insured agreed to add the person or organization qualifying as an additional insured under this endorsement.

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury**, **property damage** or **environmental damage** caused, in whole or in part, by **your work** at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the **products-completed operations hazard**.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **1. Limits of Insurance** in **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain the same.

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E-INSURED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION – FORM III

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that the Named Insured agreed to add as an additional insured in a written contract or written agreement that was fully executed by the Named Insured prior to the performance of the Named Insured's work that is the subject of such written contract or written agreement.	Any location where required by the written contract or written agreement in which the Named Insured agreed to add the person or organization qualifying as an additional insured under this endorsement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury**, **property damage**, **environmental damage** or **personal and advertising injury** caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **bodily injury**, **property damage** or **environmental damage** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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E-INSURED

2. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain the same.

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Policy Number: 793-00-32-85-0008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Any person or organization that the "Named Insured" agreed to waive its rights of recovery against in a fully executed written contract.

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** condition of **SECTION IV – CONDITIONS**:

We waive any right of recovery we may have against the person or organization shown in the SCHEDULE above because of payments we make for injury or damage arising out of your negligence during:

1. Your ongoing operations; or

2. **Your work**;

performed under a written contract with such person or organization and included in the **products-completed operations hazard**. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) in the written contract prior to loss. This waiver applies only to the person or organization shown in the SCHEDULE above.

All other terms and conditions remain the same.

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JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 3/3/2025 **EXPIRATION DATE:** 3/3/2027

PERSON: PHILIP A FRANK **EMAIL:** TERRAMAR.ENV@GMAIL.COM

FEIN: 201899329

BUSINESS NAME AND ADDRESS:

TERRAMAR ENVIRONMENTAL SERVICES, INC.

1241 CRANE BOULEVARD

SUMMERLAND KEY, FL 33042

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 1/29/2025 **EXPIRATION DATE:** 1/29/2027

PERSON: ROWENA P GARCIA **EMAIL:** ROWENAFRANK@GMAIL.COM

FEIN: 201899329

BUSINESS NAME AND ADDRESS:

TERRAMAR ENVIRONMENTAL SERVICES, INC.

1241 CRANE BOULEVARD,

SUMMERLAND KEY, FL 33042

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JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 1/29/2025 **EXPIRATION DATE:** 1/29/2027

PERSON: ERICH BARTELS **EMAIL:** TERRAMAR.ENV@GMAIL.COM

FEIN: 073554105

BUSINESS NAME AND ADDRESS:

TERRAMAR ENVIRONMENTAL SERVICES, INC.

1241 CRANE BOULEVARD,

SUMMERLAND KEY, FL 33042

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

Renewal auto policy declarations

Platinum Gold Standard

Allstate.

Your policy effective date is October 10, 2024

Total Premium for the Policy Period

Please review your insured vehicles and verify their VINs are correct.

Vehicles covered	*Identification Number*	*Premium*
2014 Lexus Rx350	2T2ZK1BA2EC147300	$1,263.10
2014 Ford Trucks	1FTFX1CT8EKE17539	905.72
Additional coverages		
Total*		**$2,168.82**

**** Your bill will be mailed separately. Before making a payment, please refer to your latest bill, which includes payment options and installment fee information. If you do not pay in full, you will be charged an installment fee(s). If you do not pay your bill by the due date shown on your billing statement, you may be charged a late fee.***

See the **Important payment and coverage information** section for details about installment fees.

Discounts (included in your total premium)

Anti-theft	**$7.13**	Home Ownership	**$145.42**
Passive Restraint	**$50.76**	Antilock Brakes	**$80.89**
Premier	**$126.06**	Drivewise®	**$51.72**
Premier Plus	**$501.26**		
Total discounts			**$963.24**

Discounts per vehicle

2014 Lexus Rx350			**$333.48**
Anti-theft	$4.07	Home Ownership	$88.25
Passive Restraint	$34.38	Antilock Brakes	$49.34
Premier	$126.06	Drivewise®	$31.38
2014 Ford Trucks			**$629.76**
Home Ownership	$57.17	Passive Restraint	$16.38
Antilock Brakes	$31.55	Premier Plus	$501.26
Drivewise®	$20.34	Anti-theft	$3.06

Listed drivers on your policy*

Philip Frank
Rowena Garcia

**Are there licensed drivers not listed above who either reside in your household (even if temporarily away from home) or are guests staying in your home for an extended period? If so, please contact us so your policy information and coverage is up to date. There are circumstances under which a loss may not be covered by this policy because the auto was being operated by someone residing at your house who is not listed on the policy. Additional detail about how we treat undisclosed drivers can be found in your policy.*

Information as of August 29, 2024

Summary

Named Insured(s)
Philip Frank and Rowena Garcia

Mailing address
1241 Crane Blvd
Sugarloaf Key FL 33042-3160

Policy number
961 240 775

Your policy provided by
Allstate Property and Casualty Insurance Company

Policy period
Beginning **October 10, 2024** through **April 10, 2025** at 12:01 a.m. standard time

Your Allstate agency is
McKnight & Hollinge
4004 NW 13th St
Gainesville FL 32609-1923
(352) 371-2204
jhollinger@allstate.com

Some or all of the information on your Policy Declarations is used in the rating of your policy or it could affect your eligibility for certain coverages. Please notify us immediately if you believe that any information on your Policy Declarations is incorrect. We will make corrections once you have notified us, and any resulting rate adjustments, will be made only for the current policy period or for future policy periods. Please also notify us immediately if you believe any coverages are not listed or are inaccurately listed.

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: J9
2023-3893

BULK ITEM: No

DEPARTMENT: County Attorney

TIME APPROXIMATE: No.

STAFF CONTACT: Kelly Dugan

AGENDA ITEM WORDING: Approval of a Resolution eliminating the Implementation Plan for the Monroe County Flood Inspection and Compliance Program, commonly referred to as the "remedial plan," rescinding Exhibit 1 of Resolution No. 193-2014, directing County staff to prepare amendments to the Monroe County Code of Ordinances and Land Development Code to eliminate the size restriction of 299 square feet for enclosed areas below elevated buildings to be used for limited storage, parking or building access only, the required inspections of enclosed areas below elevated residential structures prior to the transfer of ownership, the Floodplain Certificate of Compliance Program, and any other code provisions related to the "remedial plan," and approval to advertise those amendments.

ITEM BACKGROUND:

The Board of County Commissioners (BOCC) adopted Resolution No. 080-2002 on February 13, 2002, committing to implement an “Inspection Procedure” to identify and reduce potential damage to noncompliant buildings and financial exposure to the National Flood Insurance Program (NFIP), and to ensure Monroe County remained eligible for the Federal Emergency Management Floodplain Management Program. The BOCC adopted Resolution No. 115-2002 on March 20, 2002, adopting the first iteration of the “Implementation Plan for Monroe County Flood Insurance Inspection and Compliance Program” (Implementation Plan), commonly referred to as the "remedial plan" (Exhibit 1 to Resolution No. 115-2002). The Implementation Plan was amended by Resolution No. 187-2002 on April 17, 2002, by Resolution No. 152-2003 on April 16, 2003, and by Resolution 440-2011 on December 14, 2011.

The BOCC adopted the most recent amendment of the Implementation Plan via Resolution No. 193-2014 on August 20, 2014, which included five (5) “actions to ensure no new additional illegal structures:" Inspection on Transfer of Ownership Program; Limited Square Footage below Base Flood Elevation (Maximum of 299 square feet); Chapter 122 Land Development Code Floodplain Regulations, as may be amended from time to time to maintain consistency with FEMA Federal Regulations and State of Florida Building Regulations; Certificate of Compliance Program; Inadvertent

observation of illegal structures below base flood elevation.

Monroe County successfully closed a series of Community Assistance Visits (CAVs) in November 2015 and was invited to join the NFIP Community Rating System (CRS). Since entering the CRS program at a Class 6 in 2016, Monroe County has worked to improve its rating, achieving a Class 3 rating in 2022, which the County has maintained since. Monroe County received favorable outcomes from CAVs in 2016 and 2022.

The BOCC, pursuant to its legislative authority under Article VIII, Section 1 of the Florida Constitution and Chapter 125, Florida Statutes, enacted Ordinance 026-2022 on November 15, 2022, updating Monroe County's floodplain management chapter to be consistent with the State Floodplain Management Office's Model Floodplain Management Ordinance. As enacted via Ordinance 026-2022, Monroe County now requires nonconversion agreements for enclosed areas below elevated buildings (See Monroe County Land Development Code (MCLDC) Sections 122-11(d)(8), (i), and 122-25(b)(4)). The required nonconversion agreements have proven to be more effective than the actions required under the 2014 Implementation Plan.

On March 26, 2025, at the direction of the BOCC, County staff met with representatives for FEMA in Atlanta, GA, and discussed and agreed that the nonconversion agreement requirement meets the intent of the previous requirements of the 2014 Implementation Plan. On March 28, 2025, FEMA issued a letter to the County stating its approval for the elimination of the 2014 Implementation Plan. FEMA acknowledged Monroe County's dedication to not only meeting minimum NFIP standards but those higher standards by which the County achieved a Class 3 CRS rating.

Since Monroe County will no longer be under the Implementation Plan, FEMA and the Florida Division of Emergency Management (FDEM) will add a compliance component to review a random sample of structures within Monroe County during the CAVs that are conducted for the Endangered Species Act, which take place at six-month intervals.

The elimination of the Implementation Plan will allow the County to update its floodplain regulations to eliminate the 299 square foot restriction for enclosed areas below elevated buildings. This includes, but may not be limited to, language within MCLDC Section 122-25(b) and Monroe County Code (MCC) Sections 6-147(b) and 6-148. The elimination of the Implementation Plan will also allow the County to eliminate the required inspections of enclosed areas below elevated residential structures, which includes but may not be limited to, MCLDC Section 122-15. The County will also eliminate other programs required by the Implementation plan, including the Certificate of Compliance program, which includes but may not be limited to MCLDS 122-16, along with any other programs in the code related to the 2014 Implementation Plan. This resolution directs County staff to prepare amendments to eliminate these requirements and grants permission to advertise those amendments.

PREVIOUS RELEVANT BOCC ACTION:
Resolution No. 080-2002, February 13, 2002, committed to implement an "Inspection Procedure" to identify and reduce potential damage to noncompliant buildings and financial exposure to the National Flood Insurance Program (NFIP), and to ensure Monroe County remained eligible for the Federal Emergency Management Floodplain Management Program.

Resolution No. 115-2002, March 20, 2002, adopted the first iteration of the “Implementation Plan for Monroe County Flood Insurance Inspection and Compliance Program” (Implementation Plan) (Exhibit 1 to Resolution No. 115-2002).

Resolution No. 187-2002, April 17, 2002, amended the Implementation Plan at request of FEMA.

Resolution No. 397-2002, September 18, 2002, extended compliance deadlines under the Implementation Plan for affordable housing.

Resolution No. 152-2003, April 16, 2003, major revision to the Implementation Plan, adopted the "299 rule" and "inspection upon transfer of ownership program."

Ordinance 037-2003, adoption of new floodplain rules consistent with 2003 Implementation Plan.

Resolution 440-2011 on December 14, 2011, amended Implementation Plan to reflect change in state law related to inspections.

Ordinance 010-2012, update to floodplain rules, removed flood inspection requirement to issue building permits (per state law), added Certificate of Compliance program.

Resolution 193-2014, August 20, 2014, amended Implementation Plan - current version.

Ordinance 026-2022, November 15, 2022, updated floodplain management chapter to be consistent with the State Floodplain Management Office's Model Floodplain Management Ordinance.

January 15, 2025, BOCC meeting, direction from BOCC for County staff to meet with FEMA in order to seek elimination of the Implementation Plan.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
n/a

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

SIGNED_MonroeFEMA R4_Monroe County Letter_03262025.pdf
Resolution remedial plan elimination 2025.pdf

FINANCIAL IMPACT:
n/a

U.S. Department of Homeland Security
Region 4
3005 Chamblee Tucker Road
Atlanta, GA 30341

FEMA

March 28, 2025

Christine Hurley
County Administrator
Monroe County
1100 Simonton Street, Suite 205
Key West, FL 33040

Re: Elimination of 2014 Implementation Plan for Monroe County Flood Inspection and Compliance program

Dear Ms. Hurley:

Thank you for taking the time to meet with me and my team at FEMA's regional office in Atlanta on March 26. We appreciate your partnership and share your commitment of keeping people safe during flooding events.

During the meeting, we discussed your request to eliminate the 2014 Implementation Plan, and we concur that the time has come for Monroe County to move forward.

Monroe County has demonstrated compliance with the minimum standards of the National Flood Insurance Program (NFIP), while also meeting the higher standards necessary for a Class 3 rating in the NFIP Community Rating System. I commend you and your team for the hard work and dedication to these efforts over the last decade.

Adopting stronger building codes and enforcing those requirements through code enforcement is the responsibility of the community.

As discussed, FEMA agrees that the non-conversion agreement adopted into the county's regulations meets the intent of the remedial plan to prevent habitable enclosures below elevated buildings. We also concur with your request to eliminate the requirement that limits the size of these lower enclosures to 299 square feet as long as the county continues to ensure the use of the space will be limited to storage, parking, and building access.

FEMA's floodplain management staff, in partnership with the Florida Division of Emergency Management, will add a compliance component to review a random sample of structures within the county during the Community Assistance Visits (CAVs) that are conducted for Endangered Species Act (ESA). These visits will take place in six-month intervals and serve a dual purpose of providing technical assistance to the community and assuring that the community is adequately enforcing its floodplain management regulations within the Special Flood Hazard Area.

Again, I want to thank you for your partnership, and I am so very pleased we have been able to work together to balance NFIP compliance requirements and the needs of Monroe County residents without compromising public safety.

If you have any questions please contact FEMA Region 4 Office, Jason Hunter, Floodplain Management and Insurance Branch Chief, at jason.hunter@fema.dhs.gov or call 404-909-6125.

Sincerely,



Robert D. Samaan
Regional Administrator

Cc:
Jacky Bell, Director, Region 4 Mitigation Division
Jason Hunter, Region 4 Floodplain management & Insurance Branch Chief
Jillian Kraynak, Florida NFIP State Coordinator

Resolution No. ___ - 2025

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, RESCINDING EXHIBIT 1 OF RESOLUTION NO. 193-2014, ELIMINATING THE IMPLEMENTATION PLAN FOR THE MONROE COUNTY FLOOD INSPECTION AND COMPLIANCE PROGRAM, DIRECTING STAFF TO PREPARE AMENDMENTS TO THE MONROE COUNTY CODE OF ORDINANCES AND LAND DEVELOPMENT CODE TO ELIMINATE THE SIZE RESTRICTION OF 299 SQUARE FEET FOR ENCLOSED AREAS BELOW ELEVATED BUILDINGS, TO ELIMINATE THE REQUIRED INSPECTIONS OF ENCLOSED AREAS BELOW ELEVATED RESIDENTIAL STRUCTURES PRIOR TO THE TRANSFER OF OWNERSHIP, TO ELIMINATE THE FLOODPLAIN CERTIFICATE OF COMPLIANCE PROGRAM AND TO ELIMINATE ANY OTHER CODE PROVISIONS RELATED TO EXHIBIT 1 OF RESOLUTION NO. 193-2014, AND APPROVAL TO ADVERTISE THOSE AMENDMENTS.

WHEREAS, the Board of County Commissioners (BOCC) adopted Resolution No. 080-2002 on February 13, 2002, committing to implement an “Inspection Procedure” to identify and reduce potential damage to noncompliant buildings and financial exposure to the National Flood Insurance Program (NFIP), and to ensure Monroe County remained eligible for the Federal Emergency Management Floodplain Management Program; and

WHEREAS, the BOCC adopted Resolution No. 115-2002 on March 20, 2002, adopting the first iteration of the “Implementation Plan for Monroe County Flood Insurance Inspection and Compliance Program” (Implementation Plan), commonly referred to as the “remedial plan” (Exhibit 1 to Resolution No. 115-2002); and

WHEREAS, the Implementation Plan was amended by Resolution No. 187-2002 on April 17, 2002, by Resolution No. 152-2003 on April 16, 2003, and by Resolution 440-2011 on December 14, 2011; and

WHEREAS, the BOCC adopted the most recent amendment of the Implementation Plan via Resolution No. 193-2014 on August 20, 2014, which included five (5) “actions to ensure no new additional illegal structures:” Inspection on Transfer of Ownership Program; Limited Square Footage below Base Flood Elevation (Maximum of 299 square feet); Chapter 122 Land Development Code Floodplain Regulations, as may be amended from time to time to maintain consistency with FEMA Federal Regulations and State of Florida Building Regulations; Certificate of Compliance Program; Inadvertent observation of illegal structures below base flood elevation; and

WHEREAS, Monroe County successfully closed a series of Community Assistance Visits (CAVs) in November 2015 and was invited to join the NFIP Community Rating System (CRS). Since entering the CRS program at a Class 6 rating in 2016, Monroe County has worked to improve its rating, achieving a Class 3 rating in 2022, which the County has maintained since; and

WHEREAS, Monroe County received favorable outcomes from CAVs in 2016 and 2022; and

WHEREAS, the BOCC, pursuant to its legislative authority under Article VIII, Section 1 of the Florida Constitution and Chapter 125, Florida Statutes, enacted Ordinance 026-2022 on November 15, 2022, updating Monroe County's floodplain management chapter to be consistent with the State Floodplain Management Office's Model Floodplain Management Ordinance; and

WHEREAS, as enacted via Ordinance 026-2022, Monroe County now requires nonconversion agreements for enclosed areas below elevated buildings (See Monroe County Land Development Code (MCLDC) Sections 122-11(d)(8), (i), and 122-25(b)(4)); and

WHEREAS, the required nonconversion agreements have proven to be more effective than the actions required under the 2014 Implementation Plan; and

WHEREAS, on March 26, 2025, County staff met with representatives for FEMA in Atlanta, GA, and discussed and agreed that the nonconversion agreement requirement meets the intent of the previous requirements of the 2014 Implementation Plan; and

WHEREAS, the BOCC seeks to eliminate the size restriction for enclosed areas and to allow enclosed areas below elevated buildings of any size for use as limited storage, parking or building access; and

WHEREAS, the BOCC seeks to eliminate the requirement for inspections of enclosed areas below elevated residential structures prior to the transfer of ownership; and

WHEREAS, the BOCC seeks to eliminate the Implementation Plan in its entirety, bringing unincorporated Monroe County in line with the municipalities within the County. This will also include the elimination of the Floodplain Certificate of Compliance Program and any other code provisions related to the 2014 Implementation Plan; and

WHEREAS, the BOCC maintains its commitment to enforce the County floodplain regulations; and

WHEREAS, the BOCC understands that FEMA and the Florida Division of Emergency Management (FDEM) will add a compliance component to review a random sample of structures within Monroe County during the CAVs that are conducted for the Endangered Species Act, which take place at six-month intervals; and

WHEREAS, on March 28, 2025, FEMA issued a letter to Monroe County stating its approval for the elimination of the 2014 Implementation Plan; and

WHEREAS, the BOCC directs County staff to begin the process to amend the County's Code of Ordinances and Land Development Code to eliminate the size restriction of enclosed areas below elevated buildings to 299 square feet, the required inspections of enclosed areas below elevated residential structures prior to the transfer of ownership, the Floodplain Certificate of Compliance program, and any other code provisions related to the 2014 Implementation Plan, and grants permission to advertise those amendments.

Now therefore, be it resolved by the Board of County Commissioners of Monroe County, Florida that:

Section 1. The BOCC hereby rescinds Exhibit 1 of Resolution No. 193-2014 "2014 Implementation Plan for the Monroe County Flood Inspection and Compliance Program."

Section 2. The BOCC hereby eliminates the "Implementation Plan for Monroe County Flood Insurance Inspection and Compliance Program," commonly referred to as the "remedial plan."

Section 3. Monroe County staff is directed to prepare amendments to the Monroe County Code of Ordinances and Land Development Code to:

1) Eliminate the size restriction of 299 square feet for enclosed areas below elevated buildings; and
2) Eliminate the required inspections of enclosed areas below elevated residential structures prior to the transfer of ownership.
3) Eliminate the Floodplain Certificate of Compliance Program.
4) Eliminate any other code provisions related to the 2014 Implementation Plan.

Section 4. Approval to advertise the amendments described in Section 3 is hereby granted.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting held on the 16th day of April, 2025, held in Marathon, Florida.

Mayor James K. Scholl	_____
Mayor *Pro Tem* Michelle Lincoln	_____
Commissioner Craig Cates	_____
Commissioner David Rice	_____
Commissioner Holly Merrill Raschein	_____

(SEAL)
Attest: KEVIN MADOK, Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
As Deputy Clerk

By: _____
Mayor

Approved for form and legal sufficiency

Shannon Weiner Digitally signed by Shannon Weiner
Date: 2025.03.03 16:41:50 -05'00'

_____
Kelly Dugan
Assistant Monroe County Attorney

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: J10
2023-3927

BULK ITEM: Yes

DEPARTMENT: Building and Permitting

TIME APPROXIMATE:
N/A

STAFF CONTACT: Ed Koconis.

AGENDA ITEM WORDING: Approval of a one-year extension of the licensing agreement with DLT Solutions, LLC for Oracle Fusion Public Sector Community Development Cloud Service in the amount of $98,089.34.

ITEM BACKGROUND:
At its April 21, 2021, meeting, the BOCC approved an Agreement for Implementation of the Oracle Public Sector Compliance and Regulation Product. Per the Term of Agreement the County may renew after the initial three year term for incremental one-year extensions up to a maximum of five years. This Agreement represents the second (of a maximum of five) one-year extension. These licenses are necessary for access to the Cloud Service and provide assistance through both Oracle's Digital Assistant Platform and their Intelligent Advisor Cloud Service.

PREVIOUS RELEVANT BOCC ACTION:
At its April 21, 2021 meeting, the BOCC approved an Agreement for implementation of the Oracle Public Sector Compliance and Regulation Product (Item # C5). This approval included the subject licensing for the initial 36-month term.

At its April 17, 2024 meeting, the BOCC approved an Agreement for a one year extension.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
No changes are proposed. Item proposes to extend term for one year as stated in the original Agreement.

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

DLT Quote (5304039) [Ref 1917208].pdf
Sole Source Memo - OPAL-DLT 2025.pdf
2024 11 COI DLT Signed exp 12 1 2025.pdf
Item_C5_DLT_Redacted.pdf

FINANCIAL IMPACT:
$98,089.34 is budgeted and split between the Building Department, the Planning Department and Code Compliance.

Price Quotation

Quote: 5304039
Reference: 1917208
Date: 04/03/2025
Expires: 05/10/2025

To: Karen Pleasant Gonzalez
Monroe County Board of County Commissioners
2798 Overseas Highway
Marathon, FL 33050

Phone: (305) 292-4441
Fax:
Email: Pleasant-Karen@MonroeCounty-FL.Gov

From: Bianca Bonilla
DLT Solutions, LLC
2411 Dulles Corner Park
Suite 800
Herndon, VA 20171

Phone: (703) 708-9635
Fax: (703) 708-9635
Email: bianca.bonilla@dlt.com

#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
1	9891-32356965	B90142	MSTATE-ORCL-USC	1200	$69.43	$83,316.00
	Oracle Fusion Public Sector Community Development Cloud Service - Hosted Named User **PoP:** 5/30/2025 **through** 5/29/2026					
2	9891-7428	B91940	MSTATE-ORCL-USC	240	$30.55	$7,332.00
	Oracle Digital Assistant Platform for Oracle SaaS - 1000 Sessions **PoP:** 5/30/2025 **through** 5/29/2026					
3	9891-7702	B91205	MSTATE-ORCL-USC	240	$27.77	$6,664.80
	Oracle Intelligent Advisor Cloud Service - 1,000 Interactions **PoP:** 5/30/2025 **through** 5/29/2026					
4	4931153FFP5	B93112	MSTATE-ORCL-USC	1	$776.54	$776.54
	Oracle PCI Compliance Cloud Service - Each					
	NOTE					
	"End User Terms No Auto-Renewal Notwithstanding any statement to the contrary in the Service Specifications, You expressly agree that the Cloud Services acquired under this order will not auto-renew."					

Total $98,089.34

Price Quotation

Quote: 5304039
Reference: 1917208
Date: 04/03/2025
Expires: 05/10/2025

Contract Serial No. 180233-001
Contract Expires: 11/30/2028
UEI - F1N2KDGBDTU8
Federal ID #: 54-1599882
FOB: Destination
Terms: Net 30 (On Approved Credit)
DLT accepts VISA/MC/AMEX
Ship Via: Fedex Ground/UPS

THIS QUOTE IS SUBJECT TO THE TERMS AND CONDITIONS OF CONTRACT SERIAL NUMBER 180233. CUSTOMER IS DIRECTED TO INCORPORATE (BY REFERENCE) THIS QUOTE IN ANY RESULTING TASK/DELIVERY ORDER OR AWARD. THE TERMS OF THE AFOREMENTIONED CONTRACT ARE THE ONLY CONTROLLING TERMS AND ANY TERMS OR CONDITIONS CONTAINED IN AN ORDER, AWARD OR OTHER INSTRUMENT OF BUYER, WHICH ARE IN ADDITION TO OR INCONSISTENT WITH ANY OF THE TERMS OR CONDITIONS CONTAINED IN THOSE REFERENCED HEREIN, SHALL NOT BE BINDING ON DLT OR ITS MANUFACTURERS AND SHALL NOT APPLY UNLESS SPECIFICALLY AGREED TO IN WRITING BY DLT.

CPARs requests should be sent to the attention of Steve Wells at cpars@dlt.com.

PLEASE REMIT PAYMENT TO:

ACH: DLT Solutions, LLC
Bank of America
ABA # 111000012
Acct # 4451063799

-OR-

Mail: DLT Solutions, LLC
P.O. Box 743359
Atlanta, GA 30374-3359

Customer orders are subject to all applicable taxes and regulatory fees.

Documentation to be submitted to validate Invoice for payment:
a. Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
b. Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
c. Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.

The Quote Number referenced above incorporates Oracle's Technical Support Policies located at: http://www.oracle.com/us/support/policies/index.html. Issuance of an order pursuant to this quote is acknowledgement and acceptance of these terms and conditions. Please reference and incorporate this Quote Number on your purchase order.

MEMORANDUM
MONROE COUNTY INFORMATION TECHNOLOGY

To: OMB

From: Alan MacEachern A M
Director of Information Technology

Date: Thursday, April 3rd, 2025

RE: Oracle Permitting and Licensing Renewal–FY25

Information Technology is assisting Building & Permitting, Code Compliance and Planning and Environmental Resources in extending the licensing of the Oracle Permitting and Licensing application (OPAL) purchased from DLT Solutions, Inc (a value added reseller for OPAL).

DLT Solutions Inc. is our assigned value added reseller and has no ability to adjust our pricing – that is controlled from Oracle and is the same pricing regardless whether we were to select DTS, Oracle itself directly or another third party reseller. OPAL is critical software that has automated our permitting and code compliance processes. According to the Monroe County Purchasing Policy, Section 7.A.2.b:

“Where the procurement itself, due to the nature of the goods or services (i.e. in order to obtain conformity to existing contracted goods or services, in order to avoid the loss of warranty coverage, proprietary licensing, equipment capability, etc.), dictates sole source acquisition, the Requesting Department shall provide written justification as to the sole source nature of the procurement.”

The ability to use a sole source to avoid loss of maintenance and support is an approved usage. It is for this reason that we would like to request the ability to move forward with a sole source purchase utilizing this DTS quote for $98,089.34.

If you have any questions, please feel free to reach out to me,

Alan MacEachern

Alan MacEachern
IT Director
Monroe County BOCC Information Technology
102050 Overseas Highway, MM 102.5
Key Largo, FL 33037

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis Towers Watson Southeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: WTW Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378
E-MAIL ADDRESS: certificates@wtwco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Charter Oak Fire Insurance Company	25615
INSURER B : Travelers Indemnity Company of CT	25682
INSURER C : Travelers Property Casualty Company of Ame	25674
INSURER D : Standard Fire Insurance Company	19070
INSURER E :	
INSURER F :	

INSURED
DLT Solutions, LLC
Attn: Steve McDaneld
2411 Dulles Corner Park
Suite 800
Herndon, VA 20171

COVERAGES **CERTIFICATE NUMBER:** W36347101 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y		HC2OGLSA-9P530707-COF-24 APPROVED BY RISK MANAGEMENT BY DATE 11/27/2024 WAIVER N/A___YES___	12/01/2024	12/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		HECAP-9P53069A-TCT-24	12/01/2024	12/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			CUP-9P531415-24-I3	12/01/2024	12/01/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-0W186076-24-I3-K	12/01/2024	12/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Workers' Compensation and Employer's Liability (AZ, MA & WI) - Per Statute			UB-0W196844-24-I3-R	12/01/2024	12/01/2025	E.L. Each Accident E.L. Disease-pol Lim E.L. Disease-ea Empl	$1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Monroe County Board of County Commissioners is included as an Additional Insured as respects to General Liability and Auto Liability

CERTIFICATE HOLDER
Monroe County Board of County Commissioners
1100 Simonton Street
Key West, FL 33040

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

DATE: May 11, 2021

TO: Alan MacFachern, Director
Information Technology

FROM: Pamela G. Hancock, D.C.

SUBJECT: April 21st BOCC Meeting

Attached is an electronic copy of the following item for your handling:

C5 Contract with DLT Solutions, LLC for their Oracle Fusion Public Sector Community Development Cloud Service, in the amount of $708,712.29, which is composed of $457,089.24 in implementation costs, and $251,623.05 in license costs for the first three years. Monroe County also has the option to renew licensing annually, at predetermined costs, through 2028. This contract will utilize competitively bid pricing in accordance with cooperative purchasing/piggybacking procedures.

Should you have any questions please feel free to contact me at (305) 292-3550.

cc: County Attorney
Finance
File

AGREEMENT FOR IMPLEMENTATION OF THE ORACLE PUBLIC SECTOR COMPLIANCE AND REGULATION PRODUCT

This Agreement ("Agreement") made and entered into this 21st day of April, 2021 by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida, 33040, its successors and assigns, hereinafter referred to as "COUNTY," through the Monroe County Board of County Commissioners ("BOCC"),

AND

DLT Solutions, LLC, a Foreign Limited Liability Company of the State of Florida, whose principal address is 2411 Dulles Corner Park, Suite 800, Herndon, VA 20171 its successors and assigns, hereinafter referred to as "DLT" or "CONTRACTOR",

WITNESSETH:

WHEREAS, the COUNTY is in need of a software product to be utilized by the building and code departments for processing and issuing of building permits, contractor licenses, code case, and other related functions, as the vendor for the current system in use has published an end of life support for the product; and

WHEREAS, County staff has research various products offered for this purpose and has determined the best option to meet the County's Building Department's needs is an Oracle software product;

WHEREAS, COUNTY desires to implement the Oracle Public Sector Compliance and Regulation (PSCR) product for building permitting and contractor licensing to be utilized by the COUNTY'S Building Department; and

WHEREAS, CONTRACTOR has agreed to implement the Oracle PSCR product through a True Cloud Method (TCM) implementation methodology which will be deployed for the functional areas of Building Permitting and Contractor Licensing and which shall collectively be referred to as the "Project"; and

WHEREAS, this Agreement will be utilizing cooperative purchasing and pricing through OMNIA Partners, a cooperative purchasing organization for public sector procurement, using a competitively bid solicitation issued by Maricopa County, AZ on behalf of itself and all states, local governments, and other government agencies, for Oracle Products and Services (DLT Solutions, LLC contract #180233-001; effective 12/12/18 to 11/30/23; Additional term up to a maximum of five years up to 11/30/2028); and

WHEREAS, DLT Quote 4916437 is incorporated into and made part of this Agreement (See Attachment A);

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

FORM OF AGREEMENT

ARTICLE 1

1.1 REPRESENTATIONS AND WARRANTIES

By executing this Agreement, CONTRACTOR makes the following express representations and warranties to the COUNTY:

1.1.1 The CONTRACTOR shall maintain all necessary licenses, permits or other authorizations necessary to act as CONTRACTOR for the Project until the CONTRACTOR'S duties hereunder have been fully satisfied;

1.1.2 The CONTRACTOR shall prepare all documentation required by this Agreement in such a manner that they shall be accurate, coordinated and adequate for use in verifying work completed and shall be in conformity and comply with all applicable law, codes and regulations. The CONTRACTOR warrants that the documents prepared as a part of this Agreement will be adequate and sufficient to document costs in a manner that is acceptable for reimbursement by government agencies, therefore eliminating any additional cost due to missing or incorrect information;

1.1.3 Subject to the indemnification outlined in Article V, the CONTRACTOR assumes full responsibility to the extent allowed by law with regards to his performance and those directly under his employ.

1.1.4 The CONTRACTOR'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. In providing all services pursuant to this agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the CONTRACTOR.

1.1.5 At all times and for all purposes under this agreement the CONTRACTOR is an independent contractor and not an employee of the Board of County Commissioners for Monroe County. No statement contained in this agreement shall be construed so as to find the CONTRACTOR or any of his/her employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County.

1.1.6 The CONTRACTOR shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, or any other characteristic or aspect which is not job related, in its recruiting, hiring, promoting, terminating, or any other area affecting employment under this agreement or with the provision of services or goods under this agreement.

ARTICLE II
SCOPE OF BASIC SERVICES

2.1 DEFINITION

CONTRACTOR'S Scope of Basic Services consist of those described in Attachment A. The CONTRACTOR shall commence work on the services provided for in this Agreement promptly upon his receipt of a written notice to proceed from the COUNTY.

2.2 NOTICE REQUIREMENT

All written correspondence to the COUNTY shall be dated and signed by an authorized representative of the CONTRACTOR. Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage pre-paid, to the COUNTY by certified mail, return receipt requested, to the following:

Alan MacEachern
IT Director
Monroe County BOCC Information Technology
102050 Overseas Highway, MM 102.5
Key Largo, FL 33037

And: Ed Koconis
Administrative Director
Monroe County BOCC
102050 Overseas Highway, MM 102.5
Key Largo, FL 33037

And: Mr. Roman Gastesi, Jr.
Monroe County Administrator
1100 Simonton Street, Room 2-205
Key West, Florida 33040

For the CONTRACTOR:

Sheree Diller
Sales Account Executive
DLT Solutions, LLC
2411 Dulles Corner Park, Suite 800
Herndon, VA 20171

ARTICLE III
ADDITIONAL PRODUCTS AND SERVICES

3.1 Additional products and services are those products and services not included in the Scope of Basic Services. Should the COUNTY require additional products or services they shall be paid for by the COUNTY at pricing, rates or fees negotiated at the time when services are required, but only if approved by the COUNTY before commencement.

3.2 If Additional Services are required the COUNTY shall issue a letter requesting and describing the requested products and services to the CONTRACTOR. The CONTRACTOR shall respond with a fee proposal, in accordance with the competitive pricing under the DLT Solutions, LLC contract for Oracle Products and Services (contract #180233-001; effective 12/12/18 to 11/30/23; Additional term up to a maximum of five years up to 11/30/2028), to provide the requested products and/or to perform the requested services. Only after receiving an amendment to the Agreement and a notice to proceed from the COUNTY, shall the CONTRACTOR proceed with the Additional Services. Any additional services must be funded and approved by the Board of County Commissioners.

ARTICLE IV
COUNTY'S RESPONSIBILITIES

4.1 The COUNTY shall provide complete and accurate information and cooperation regarding requirements for the Project including access to office accommodations, facilities, equipment, county staff assistance and cooperation, and complete and accurate data.

4.2 The COUNTY shall designate a representative to act on the COUNTY's behalf with respect to the Project. The COUNTY or its representative shall render decisions in a timely manner pertaining to request for information submitted by the CONTRACTOR in order to avoid unreasonable delay in the orderly and sequential progress of the CONTRACTOR'S services.

4.3 Prompt written notice shall be given by the COUNTY and the CONTRACTOR's representative if either become aware of any fault or defect in the Project or non-conformance with the Agreement Documents. Written notice shall be deemed to have been duly served if sent pursuant to paragraph 2.2.

4.4 The COUNTY shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the CONTRACTOR'S services.

4.5 The COUNTY's review of any information or documents prepared by the CONTRACTOR or its subcontractors shall be solely for the purpose of determining whether such information or documents are generally consistent with the COUNTY's criteria, as, and if, modified. No review of such information or documents shall relieve the CONTRACTOR of responsibility for the accuracy, adequacy, fitness, suitability or coordination of its work product.

ARTICLE V
INDEMNIFICATION AND HOLD HARMLESS

5.1 To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts and, errors, or willful omissions, relating to the performance of this Contract.

5.2 Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts and errors, or willful omissions in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

5.3 Notwithstanding anything to the contrary, no provision of this Agreement shall prohibit or affect Contractor's right to seek contribution from any party responsible for the underlying claim.

5.4 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The scope of this indemnification does not extend to the sole negligence of County.
NOTWITHSTANDING ANYTHING TO THE CONTRARY, DLT SOLUTIONS TOTAL LIABILITY UNDER THIS AGREEMENT, FOR ANY CAUSE OF ACTION WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY COUNTY UNDER THE APPLICABLE STATEMENT OF WORK FROM WHICH SUCH LIABILITY ARISES.

5.5 SECTION 6.2 INFRINGEMENT DEFENSE INDEMNIFICATION SHALL APPLY AS SET FORTH BELOW (SEE ORACLE PRODUCTS AND SERVICES AGREEMENT DATED 12/12/18- Attached hereto as Attachment B):
(SEE EXHIBIT C, D AND E Attachment B)
Exhibit C - ORACLE SOFTWARE PROGRAMS AND/OR SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v032819.
Exhibit D - ORACLE CLOUD SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818.
Exhibit E - ORACLE HARDWARE US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v032819.
Exhibit F - ORACLE LINUX AND ORACLE VM SERVICES SUPPLMENTAL PUBLIC SECTOR TERMS AND CONDITIONS v190712

ARTICLE VI
PERSONNEL

6.1 PERSONNEL

The CONTRACTOR shall assign only qualified personnel to perform any service concerning the project.

ARTICLE VII
COMPENSATION, PAYMENTS, BUDGET and TERM

7.1 COMPENSATION BASED ON SPECIFIED RATES

7.1.1 The COUNTY shall pay the CONTRACTOR monthly in current funds for the CONTRACTOR'S performance of this Agreement based on the competitively bid pricing outlined in Attachment A. The Total Estimated Not to Exceed Amount of Seven Hundred and Eight Thousand, Six Hundred and Twelve Dollars and Twenty Nine Cents. ($708,612.29) will apply to this Agreement. This amount is composed of Four Hundred and Fifty Six Thousand, Nine Hundred and Eighty Nine Dollars and Twenty Four cents. ($456,989.24) in implementation costs and Two Hundred and Fifty-One Thousand, Six Hundred and Twenty-Three Dollars and Five Cents ($251,623.05) in initial Licensing costs.

7.2 PAYMENTS

7.2.1 The contractor will be paid in increments based on delivered work products according to the Proposed Payment Schedule included in Attachment A, page 16, Section 5. Payment will be made pursuant to the Local Government Prompt Payment Act 218.70, Florida Statutes.

(A) If the CONTRACTOR'S duties, obligations and responsibilities are materially changed by amendment to this Agreement after execution of this Agreement, compensation due to the CONTRACTOR shall be equitably adjusted, either upward or downward;

(B) As a condition precedent for any payment due under this Agreement, the CONTRACTOR shall submit monthly, unless otherwise agreed in writing by the COUNTY, a proper invoice to COUNTY requesting payment for services properly rendered and reimbursable expenses due hereunder. The CONTRACTOR'S invoice shall describe with reasonable particularity the service rendered. The CONTRACTOR'S invoice shall be accompanied by such supporting documentation or data in support of expenses for which payment is sought that is acceptable to the Clerk based on generally accepted account principles and such laws, rules and regulations as may govern the Clerk's disbursal of funds.

7.3 BUDGET AND REIMBURSEABLE EXPENSES

7.3.1 The CONTRACTOR may not be entitled to receive, and the COUNTY is not obligated to pay, any fees or expenses in excess of the amount budgeted for this contract in each fiscal year (October 1 - September 30) by COUNTY's Board of County Commissioners. The budgeted amount may only be modified by an affirmative act of the COUNTY's Board of County Commissioners.

7.3.2 The COUNTY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners and the approval of the Board members at the time of contract initiation and its duration.

7.3.3 It is anticipated that no reimbursable expenses will be incurred by the CONTRACTOR. Additionally, it is anticipated that this work will be performed remotely, but in the event that travel becomes necessary, expenses incurred in connection with travel authorized by the County, in writing, will only be reimbursement to the extent and in the amount authorized by Section 112.061, Florida Statutes.

7.4 TERM OF AGREEMENT

7.4.1 The initial term of this Agreement is for a Thirty-six (36) month period. This Agreement may be extended upon mutual agreement of the parties. The Agreement may be renewed after the initial three year term for incremental one-year extensions in accordance with the term of the contract for Oracle Products and Services (DLT Solutions, LLC contract #180233-001; effective 12/12/18 to 11/30/23; Additional term up to a maximum of five years up to 11/30/2028). Any renewal of this Agreement must be in writing and signed by both the COUNTY and CONTRACTOR.

ARTICLE VIII
INSURANCE

8.1 The CONTRACTOR shall obtain insurance as specified and maintain the required insurance at all times that this Agreement is in effect. In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the CONTRACTOR'S failure to purchase or maintain the required insurance, the CONTRACTOR shall indemnify the COUNTY from any and all increased expenses resulting from such delay.

8.2 The coverage provided herein shall be provided by an insurer with an A.M. Best rating of VI or better, that is licensed to business in the State of Florida and that has an agent for service of process within the State of Florida. The coverage shall contain an endorsement providing sixty (60) days notice to the COUNTY prior to any cancellation of said coverage. Said coverage shall be written by an insurer acceptable to the COUNTY and shall be in a form acceptable to the COUNTY.

8.3 CONTRACTOR shall obtain and maintain the following policies:

A. Workers' Compensation insurance as required by the State of Florida, sufficient to respond to Florida Statute 440.

B. Employers Liability Insurance with limits of $100,000 per Accident, $500,000 Disease, policy limits, $100,000 Disease each employee.

C. Comprehensive Business Automobile and Vehicle Liability Insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with $200,000 per person, $300,000 per Occurrence, $200,000 Property Damage or $300,000 combined single limit.

D. Commercial General Liability Insurance, including Personal Injury Liability, covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of the CONTRACTOR or any of its employees, agents or subcontractors or subCONTRACTORs, including Premises and/or Operations, Products and Completed Operations, Independent Contractors; Broad Form Property Damage and a Blanket Contractual Liability Endorsement with $300,000 per Person, $500,000 per Occurrence, $200,000 Property Damage or $500,000 Combined Single Limit.

An Occurrence Form policy is preferred. If coverage is changed to or provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported must extend for a minimum of 48 months following the termination or expiration of this contract.

E. Professional Liability Insurance or Engineer's Errors and Omissions insurance of $300,000 per occurrence and $500,000 annual aggregate. If the policy is a "claims made" policy, CONTRACTOR shall maintain coverage or purchase a "tail" to cover claims made after completion of the project to cover the statutory time limits in Chapter 95 of the Florida Statutes.

F. Cyber Liability Insurance to include the following coverages: [redacted]. The minimum limits acceptable is: [redacted]

G. COUNTY shall be named as an additional insured with respect to CONTRACTOR'S liabilities hereunder in insurance coverages identified in Paragraphs C and D.

H. CONTRACTOR shall require its subcontractors to be adequately insured at least to the limits prescribed above, and to any increased limits of CONTRACTOR if so required by COUNTY during the term of this Agreement. COUNTY will not pay for increased limits of insurance for subcontractors.

I. CONTRACTOR shall provide to the COUNTY certificates of insurance or a copy of all insurance policies including those naming the COUNTY as an additional insured. The COUNTY reserves the right to require a certified copy of such policies upon request.

J. If the CONTRACTOR participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the CONTRACTOR may be required to submit updated financial statements from the fund upon request from the COUNTY.

ARTICLE IX
MISCELLANEOUS

9.1 SECTION HEADINGS

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

9.2 SUCCESSORS AND ASSIGNS

The CONTRACTOR shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County and the CONTRACTOR, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Subject to the provisions of the immediately preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

9.3 NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party.

9.4 TERMINATION

A. In the event that the CONTRACTOR shall be found to be negligent in any aspect of service, the COUNTY shall have the right to terminate this agreement after fifteen (15) days written notification to the CONTRACTOR.

B. Either of the parties hereto may cancel this Agreement without cause by giving the other party sixty (60) days written notice of its intention to do so.

C. Termination for Cause and Remedies: In the event of breach of any contract terms, the COUNTY retains the right to terminate this Agreement. The COUNTY may also terminate this agreement for cause with CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, prior to termination, the COUNTY shall provide CONTRACTOR with fifteen (15) calendar days' notice and provide the CONTRACTOR with an opportunity to cure the breach that has occurred. If the breach is not cured, the Agreement will be terminated for cause. If the COUNTY terminates this agreement with the CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due the CONTRACTOR under this agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract; however, the COUNTY reserves the right to assert and seek an offset for damages caused by the breach. The maximum amount due to CONTRACTOR shall not in any event exceed the spending cap in this Agreement. In addition, the COUNTY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for

breach of contract and including the right to pursue a claim for violation of the COUNTY's False Claims Ordinance, located at Section 2-721 et al. of the Monroe County Code.

D. Termination for Convenience: The COUNTY may terminate this Agreement for convenience, at any time, upon sixty (60) days' notice to CONTRACTOR. If the COUNTY terminates this agreement with the CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due the CONTRACTOR under this agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract. The maximum amount due to CONTRACTOR shall not exceed the spending cap in this Agreement. In addition, the COUNTY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract and including the right to pursue a claim for violation of the COUNTY's False Claims Ordinance, located at Section 2-721 et al. of the Monroe County Code.

E. For Contracts of any amount, if the County determines that the Contractor/Consultant has submitted a false certification under Section 287.135(5), Florida Statutes or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall have the option of (1) terminating the Agreement after it has given the Contractor/Consultant written notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

F. For Contracts of $1,000,000 or more, if the County determines that the Contractor/Consultant submitted a false certification under Section 287.135(5), Florida Statutes, or if the Contractor/Consultant has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, the County shall have the option of (1) terminating the Agreement after it has given the Contractor/Consultant written notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

9.5 CONTRACT DOCUMENTS

This contract consists of the Request for Proposals (issued under the lead agency under OMNIA Partners), any addenda, the Form of Agreement (Articles I-IX)/This Agreement, the CONTRACTOR'S response to the RFP, the documents referred to in the Form of Agreement as a part of this Agreement, and Attachment A, and modifications made after execution by written amendment. In the event of any conflict between any of the Contract documents, the Form of the Agreement/this Agreement will control or alternatively the one imposing the greater burden on the CONTRACTOR will control.

9.6 PUBLIC ENTITIES CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on contracts to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the

construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

By signing this Agreement, CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it or any subCONTRACTOR has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

CONTRACTOR will promptly notify the COUNTY if it or any subcontractor or subCONTRACTOR is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

9.7 MAINTENANCE OF RECORDS

CONTRACTOR shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of five years from the final payment or termination of this agreement. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for five years following the final payment or termination of this Agreement. If an auditor employed by the COUNTY or Clerk determines that monies paid to CONTRACTOR pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the CONTRACTOR, the CONTRACTOR shall repay the monies together with interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the COUNTY.

9.8 GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, COUNTY and CONTRACTOR agree that venue shall lie in the 16th Judicial Circuit, Monroe County, Florida, in the appropriate court or before the appropriate administrative body. This agreement shall not be subject to arbitration. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

9.3 SEVERABILITY

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and CONTRACTOR agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

9.10 ATTORNEY'S FEES AND COSTS

The COUNTY and CONTRACTOR agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings.

9.11 BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the COUNTY and CONTRACTOR and their respective legal representatives, successors, and assigns.

9.12 AUTHORITY

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

9.13 CLAIMS FOR FEDERAL OR STATE AID

CONTRACTOR and COUNTY agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement. Any conditions imposed as a result of funding that effect the Project will be provided to each party.

9.14 ADJUDICATION OF DISPUTES OR DISAGREEMENTS

COUNTY and CONTRACTOR agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. This Agreement is not subject to arbitration. This provision does not negate or waive the provisions of paragraph 9.5 concerning termination or cancellation.

9.15 COOPERATION

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, COUNTY and CONTRACTOR agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. COUNTY and CONTRACTOR specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

9.16 NONDISCRIMINATION

CONTRACTOR and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. CONTRACTOR or COUNTY agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

9.17 COVENANT OF NO INTEREST

CONTRACTOR and COUNTY covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

9.18 CODE OF ETHICS

COUNTY agrees that officers and employees of the COUNTY recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

In accordance with Section 5 (b) Monroe County Ordinance No. 010-1990, CONTRACTOR warrants that he/it had not employed, retained or otherwise had act on his/its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of *Ordinance No. 020-1990*. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee."

9.19 NO SOLICITATION/PAYMENT

The CONTRACTOR and COUNTY warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the CONTRACTOR agrees that the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.20 PUBLIC ACCESS.

Public Records Compliance. CONTRACTOR must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of article I of the Constitution of Florida. The County and CONTRACTOR shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other "public record" materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and CONTRACTOR in conjunction with this contract and related to contract performance. The County shall have the right to unilaterally cancel this contract upon violation of this provision by the CONTRACTOR . Failure of the CONTRACTOR to abide by the terms of this provision shall be deemed a material breach of this contract and the County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.
The CONTRACTOR is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision. Pursuant to F.S. 119.0701 and the terms and conditions of this contract, the CONTRACTOR is required to:

(1) Keep and maintain public records that would be required by the County to perform the service.

(2) Upon receipt from the County's custodian of records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the County.

(4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the CONTRACTOR or keep and maintain public records that would be required by the County to perform the service. If the CONTRACTOR transfers all public records to the County upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of records, in a format that is compatible with the information technology systems of the County.

(5) A request to inspect or copy public records relating to a County contract must be made directly to the County, but if the County does not possess the requested records, the County shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

If the CONTRACTOR does not comply with the County's request for records, the County shall enforce the public records contract provisions in accordance with the contract, notwithstanding the County's option and right to unilaterally cancel this contract upon violation of this provision by the CONTRACTOR . A CONTRACTOR who fails to provide the public records to the County or pursuant to a valid public records request within a reasonable time may be subject to penalties under section119.10, Florida Statutes.

The CONTRACTOR shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR 'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRIAN BRADLEY AT PHONE# 305-292-3470 BRADLEY-BRIAN@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY'S OFFICE 1111 12TH Street, SUITE 408, KEY WEST, FL 33040.

9.21 NON-WAIVER OF IMMUNITY

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the CONTRACTOR and the COUNTY in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the COUNTY be required to contain any provision for waiver.

9.22 PRIVILEGES AND IMMUNITIES

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Agreement within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

9.23 LEGAL OBLIGATIONS AND RESPONSIBILITIES

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida constitution, state statute, and case law.

9.24 NON-RELIANCE BY NON-PARTIES

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the CONTRACTOR and the COUNTY agree that neither the CONTRACTOR nor the COUNTY or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

9.25 ATTESTATIONS AND TRUTH IN NEGOTIATION

CONTRACTOR agrees to execute such documents as COUNTY may reasonably require, including a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement. Signature of this Agreement by CONTRACTOR shall act as the execution of a truth in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation pursuant to the Agreement are accurate, complete, and current at the time of contracting. The original contract fee and any additions thereto shall be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or concurrent wage rates and

other factual unit costs. All such adjustments must be made within one year following the end of the Agreement.

9.26 NO PERSONAL LIABILITY

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

9.27 EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

9.28 E-VERIFY SYSTEM

Beginning January 1, 2021, in accordance with F.S. 448.095, the Contractor and any subcontractor shall register with and shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the Contract term. Any subcontractor shall provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall comply with and be subject to the provisions of F.S. 448.095

9.29 UNCONTROLLABLE CIRCUMSTANCE

Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable: (a) acts of God; (b) flood, fire, earthquake, explosion, tropical storm, hurricane or other declared emergency in the geographic area of the Project; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest in the geographic area of the Project; (d) government order or law in the geographic area of the Project; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority prohibiting work in the geographic area of the Project;(each, a "Uncontrollable Circumstance"). CONTRACTOR'S financial inability to perform, changes in cost or availability of materials, components, or services, market conditions, or supplier actions or contract disputes will not excuse performance by Contractor under this Section. Contractor shall give County written notice within 7 days of any event or circumstance that is reasonably likely to result in an Uncontrollable Circumstance, and the anticipated duration of such Uncontrollable Circumstance. Contractor shall use all diligent efforts to end the Uncontrollable Circumstance, ensure that the effects of any Uncontrollable Circumstance are minimized and resume full

performance under this Agreement. The County will not pay additional cost as a result of an Uncontrollable Circumstance. The Contractor may only seek a no cost extension for such reasonable time as the Owners Representative may determine.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative on the day and year first above written.

(SEAL)
Attest: Kevin Madok, Clerk

By: _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest:

BY: Kevin Ford

Title: Sales Manager

CONTRACTOR

By: _____

Title: Senior Director of Sales

END OF AGREEMENT

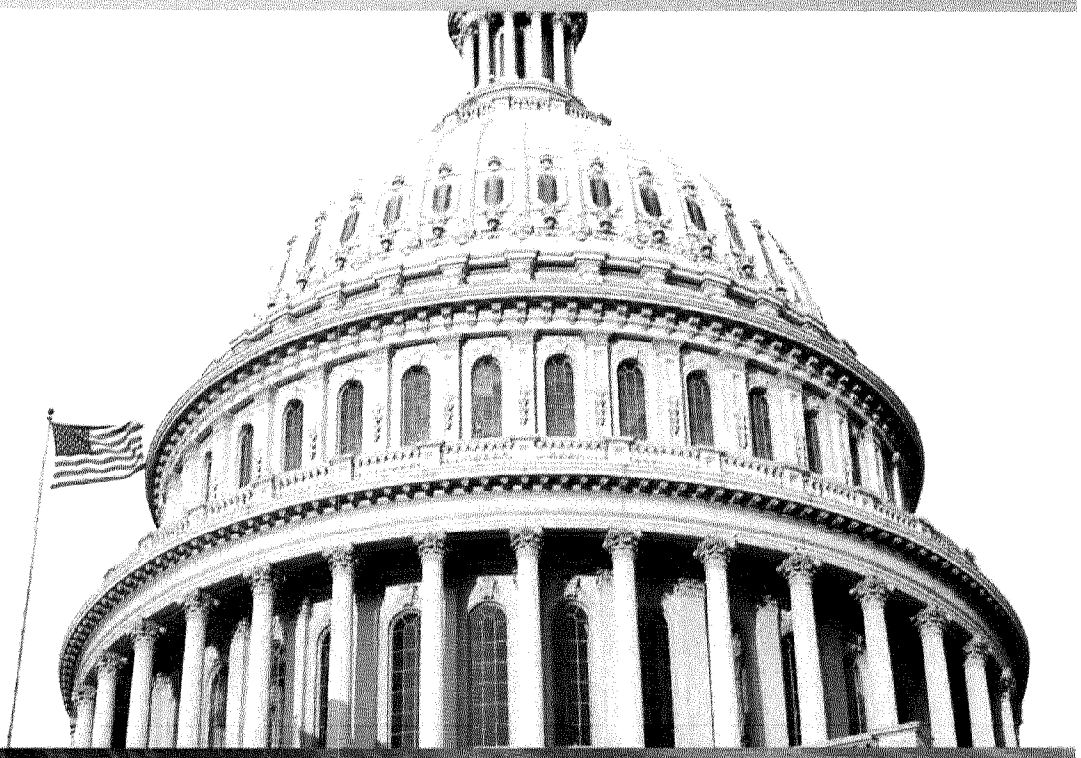
MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
CHRISTINE LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
DATE 4/27/21

RECORD
2021 MAY 11 AM 11:12
CIR CT.
COUNTY, FL

Attachment A- Scope of Services / Pricing
DLT Solutions, LLC Quote

Quote: 4916437
Reference: 1594775
Date: 02/16/2021 / 03/26/2021

March 26, 2021



MONROE COUNTY, FLORIDA
Oracle True Cloud Method Implementation

PRESENTED BY DLT

DLT
A TECH DATA COMPANY

ORACLE

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offer or as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all pages marked with the following legend: Use or disclosure of data on this page is subject to the restriction on the title page of this proposal or quotation.

DLT Solutions, a Tech Data Company / 2411 Dulles Corner Park, Suite 800 / Herndon VA 20171 / 703.709.7172 / www.dlt.com

TIN 54-1599882 / DUNS # 78-6468199 / CAGE Code 0S0H9 / GSA IT Schedule 70 GS-35F-267DA

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A TECH DATA COMPANY

March 26, 2021

Monroe County, FL
1100 Simonton Street
Room 2283
Key West, FL 33040

Attention: Karen Pleasant Gonzalez, Sr Application Administrator

Dear Karen,

DLT Solutions, a Tech Data Company, and Oracle America, Inc.have partnered ("Team DLT") to offer this proposal for True Cloud Method (TCM) implementation on a fixed price basis to Monroe County, Florida ("Customer"). DLT Solutions, a Tech Data Company is the Prime Contractor for this engagement. DLT intends to subcontract the proposed services to Oracle America, Inc.

If you have technical questions, please contact Sheree Diller at 703-708-9128 or sheree.diller@dlt.com. For contractual questions, please contact 703-709-7172 or Legal@dlt.com.

Please note that DLT will bill for all travel as actuals and in accordance with the Federal Travel Regulation unless otherwise mandated by the customer Purchase Order. FJTR Policy and Per Diem Rates can be found at http://www.gsa.gov/portal/category/100212.

This offer is valid until 04/30/2021. Please reference Quote #4926354 upon subsequent award or Purchase Order. Please note that the period of performance shall be one year form date of award unless otherwise required by award.

We look forward to your analysis of our proposal and to speaking with you further regarding your consulting needs.

Sincerely,

Sheree Diller
Sales Account Executive
Consulting Services – Enterprise Applications

1. Subscription Quote

1.1. See next page.

DLT
A TECH DATA COMPANY

Price Quotation

Quote: 4916437
Reference: 1594775
Date: 02/16/2021
Expires: 04/30/2021

To: Karen Pleasant Gonzalez
Monroe County (FL)
1100 SIMONTON STREET RM 2283
Key West, FL 33040

Phone: (305) 292-4441
Fax:
Email: Pleasant-Karen@MonroeCounty-FL.Gov

From: Tyler McCarthy
DLT Solutions, LLC
2411 Dulles Corner Park
Suite 800
Herndon, VA 20171

Phone: (703) 708-9630
Fax: (703) 708-9630
Email: tyler.mccarthy@dlt.com

#	DLT Part No.	MFG Part No	Contract	Qty	Unit Price	Ext. Price
	NOTE					
	Please include the following in your purchase order: "This is a 36-month ("initial term") purchase order for Oracle Cloud Services ("Order") pursuant to DLT quote number 4916437. By Monroe County's issuance of this 36-month Order, Monroe County is confirming to DLT that all funds for the first 12-month period, within the initial 36-month term, have been fully appropriated, are available and no longer subject to any appropriations contingencies. In the event that funds are not appropriated for a new fiscal year within the initial 36-month term, despite Monroe County's good faith efforts to seek the appropriate funds, Monroe County may terminate this Order at the end of the final funded year upon no less than thirty (30) days' notice to DLT. Notwithstanding the foregoing, Monroe County agrees to pay for all services already performed by Oracle prior to DLT's receipt of Monroe County's notice of non-appropriations."					
	NOTE					
	Additional Fees for Any Increased Usage/Capacity As described in the Oracle Government PaaS and IaaS Cloud Services Descriptions document available at http://www.oracle.com/contracts, if you in a given month exceed the quantity of services specified for any of the Cloud Services listed in DLT Quote 4916437 with "Government" in the product name ("Government PaaS and IaaS Cloud Services"), then you must pay for such increased usage/capacity at the Unit Net Price specified in your order.					
1	9891-32356965	B90142	MSTATE-ORCL-USC	3240	$65.44503	$212,041.90
	Oracle Fusion Public Sector Community Development Cloud Service - Hosted Named User, Monthly Qty. Reflects 90 Hosted Named Users x 36 months					
2	9891-7428	B91940	MSTATE-ORCL-USC	720	$28.7958	$20,732.98
	Oracle Digital Assistant Metric: Platform for SaaS -1000 Sessions Qty. Reflects (20) x 36 months					
3	9891-320174	B89432	MSTATE-ORCL-USC	1	$0.00	$0.00
	Oracle Cloud Infrastructure - Outbound Data Transfer - Government - First 10 TB per month - Gigabyte Outbound Data Transfer per Month					
4	9891-7427	B92035	MSTATE-ORCL-USC	1	$0.00	$0.00
	Oracle Visual Builder Studio-Government-Each					
5	9891-32357167	B90937	MSTATE-ORCL-USC	36	$0.00	$0.00
	Oracle Identity Foundation Cloud Service - Government - Each					
6	9891-7702	B91205	MSTATE-ORCL-USC	720	$26.17801	$18,848.17
	ORACLE INTELLIGENT ADVISOR CLOUD SERVICE - 1,000 INTERACTIONS Qty. Reflects (20) x 36 months					
Subtotal						**$251,623.05**

DLT
A TECH DATA COMPANY

Price Quotation

Quote: 4916437
Reference: 1594775
Date: 02/16/2021
Expires: 04/30/2021

#	DLT Part No.	MFG Part No	Contract	Qty	Unit Price	Ext. Price
	NOTE Additional Fees for Any Increased Usage/Capacity As described in the Oracle Government PaaS and IaaS Cloud Services Descriptions document available at http://www.oracle.com/contracts, if you in a given month exceed the quantity of services specified for any of the Cloud Services listed in DLT Quote 4916437 with "Government" in the product name ("Government PaaS and IaaS Cloud Services"), then you must pay for such increased usage/capacity at the Unit Net Price specified in your order.					
1	9891-32356965	B90142	MSTATE-ORCL-USC	1080	$67.40838	$72,801.05
	Oracle Fusion Public Sector Community Development Cloud Service - Hosted Named User, Monthly Qty. Reflects 90 Hosted Named Users x 12 months					
2	9891-7428	B91940	MSTATE-ORCL-USC	240	$29.6597	$7,118.33
	Oracle Digital Assistant Metric: Platform for SaaS -1000 Sessions Qty. Reflects (20) x 12 months					
3	9891-320174	B89432	MSTATE-ORCL-USC	1	$0.00	$0.00
	Oracle Cloud Infrastructure - Outbound Data Transfer - Government - First 10 TB per month - Gigabyte Outbound Data Transfer per Month					
4	9891-7427	B92035	MSTATE-ORCL-USC	1	$0.00	$0.00
	Oracle Visual Builder Studio-Government-Each					
5	9891-32357167	B90937	MSTATE-ORCL-USC	36	$0.00	$0.00
	Oracle Identity Foundation Cloud Service - Government - Each					
6	9891-7702	B91205	MSTATE-ORCL-USC	240	$26.96335	$6,471.20
	ORACLE INTELLIGENT ADVISOR CLOUD SERVICE - 1,000 INTERACTIONS Qty. Reflects (20) x 12 months					
Subtotal for Option Year 1						**$86,390.58**

	NOTE Additional Fees for Any Increased Usage/Capacity As described in the Oracle Government PaaS and IaaS Cloud Services Descriptions document available at http://www.oracle.com/contracts, if you in a given month exceed the quantity of services specified for any of the Cloud Services listed in DLT Quote 4916437 with "Government" in the product name ("Government PaaS and IaaS Cloud Services"), then you must pay for such increased usage/capacity at the Unit Net Price specified in your order.					
1	9891-32356965	B90142	MSTATE-ORCL-USC	1080	$69.43058	$74,985.03
	Oracle Fusion Public Sector Community Development Cloud Service - Hosted Named User, Monthly Qty. Reflects 90 Hosted Named Users x 12 months					
2	9891-7428	B91940	MSTATE-ORCL-USC	240	$30.54953	$7,331.89
	Oracle Digital Assistant Metric: Platform for SaaS -1000 Sessions Qty. Reflects (20) x 12 months					
3	9891-320174	B89432	MSTATE-ORCL-USC	1	$0.00	$0.00
	Oracle Cloud Infrastructure - Outbound Data Transfer - Government - First 10 TB per month - Gigabyte Outbound Data Transfer per Month					
4	9891-7427	B92035	MSTATE-ORCL-USC	1	$0.00	$0.00
	Oracle Visual Builder Studio-Government-Each					

#	DLT Part No	MFG Part No	Contract	Qty	Unit Price	Ext. Price
5	9891-32357167	B90937	MSTATE-ORCL-USC	36	$0.00	$0.00
	Oracle Identity Foundation Cloud Service - Government - Each					
6	9891-7702	B91205	MSTATE-ORCL-USC	240	$27.77225	$6,665.34
	ORACLE INTELLIGENT ADVISOR CLOUD SERVICE - 1,000 INTERACTIONS Qty. Reflects (20) x 12 months					

Subtotal for Option Year 2 **$88,982.26**

NOTE

Additional Fees for Any Increased Usage/Capacity
As described in the Oracle Government PaaS and IaaS Cloud Services Descriptions document available at http://www.oracle.com/contracts, if you in a given month exceed the quantity of services specified for any of the Cloud Services listed in DLT Quote 4916437 with "Government" in the product name ("Government PaaS and IaaS Cloud Services"), then you must pay for such increased usage/capacity at the Unit Net Price specified in your order.

1	9891-32356965	B90142	MSTATE-ORCL-USC	1080	$72.20785	$77,984.48
	Oracle Fusion Public Sector Community Development Cloud Service - Hosted Named User, Monthly Qty. Reflects 90 Hosted Named Users x 12 months					
2	9891-7428	B91940	MSTATE-ORCL-USC	240	$31.7714	$7,625.14
	Oracle Digital Assistant Metric: Platform for SaaS -1000 Sessions Qty. Reflects (20) x 12 months					
3	9891-320174	B89432	MSTATE-ORCL-USC	1	$0.00	$0.00
	Oracle Cloud Infrastructure - Outbound Data Transfer - Government - First 10 TB per month - Gigabyte Outbound Data Transfer per Month					
4	9891-7427	B92035	MSTATE-ORCL-USC	1	$0.00	$0.00
	Oracle Visual Builder Studio-Government-Each					
5	9891-32357167	B90937	MSTATE-ORCL-USC	36	$0.00	$0.00
	Oracle Identity Foundation Cloud Service - Government - Each					
6	9891-7702	B91205	MSTATE-ORCL-USC	240	$28.88314	$6,931.95
	ORACLE INTELLIGENT ADVISOR CLOUD SERVICE - 1,000 INTERACTIONS Qty. Reflects (20) x 12 months					

Subtotal for Option Year 3 **$92,541.57**

NOTE

Additional Fees for Any Increased Usage/Capacity
As described in the Oracle Government PaaS and IaaS Cloud Services Descriptions document available at http://www.oracle.com/contracts, if you in a given month exceed the quantity of services specified for any of the Cloud Services listed in DLT Quote 4916437 with "Government" in the product name ("Government PaaS and IaaS Cloud Services"), then you must pay for such increased usage/capacity at the Unit Net Price specified in your order.

1	9891-32356965	B90142	MSTATE-ORCL-USC	1080	$75.09613	$81,103.82
	Oracle Fusion Public Sector Community Development Cloud Service - Hosted Named User, Monthly Qty. Reflects 90 Hosted Named Users x 12 months					

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A TECH DATA COMPANY

Price Quotation

Quote: 4916437
Reference: 1594775
Date: 02/16/2021
Expires: 04/30/2021

#	DLT Part No	MFG Part No	Contract	Qty	Unit Price	Ext. Price
2	9891-7428	B91940	MSTATE-ORCL-USC	240	$33.0423	$7,930.15
	Oracle Digital Assistant Metric: Platform for SaaS -1000 Sessions Qty. Reflects (20) x 12 months					
3	9891-320174	B89432	MSTATE-ORCL-USC	1	$0.00	$0.00
	Oracle Cloud Infrastructure - Outbound Data Transfer - Government - First 10 TB per month - Gigabyte Outbound Data Transfer per Month					
4	9891-7427	B92035	MSTATE-ORCL-USC	1	$0.00	$0.00
	Oracle Visual Builder Studio-Government-Each					
5	9891-32357167	B90937	MSTATE-ORCL-USC	36	$0.00	$0.00
	Oracle Identity Foundation Cloud Service - Government - Each					
6	9891-7702	B91205	MSTATE-ORCL-USC	240	$30.0384	$7,209.22
	ORACLE INTELLIGENT ADVISOR CLOUD SERVICE - 1,000 INTERACTIONS Qty. Reflects (20) x 12 months					

Subtotal for Option Year 4 **$96,243.19**

NOTE

Additional Fees for Any Increased Usage/Capacity
As described in the Oracle Government PaaS and IaaS Cloud Services Descriptions document available at http://www.oracle.com/contracts, if you in a given month exceed the quantity of services specified for any of the Cloud Services listed in DLT Quote 4916437 with "Government" in the product name ("Government PaaS and IaaS Cloud Services"), then you must pay for such increased usage/capacity at the Unit Net Price specified in your order.

#	DLT Part No	MFG Part No	Contract	Qty	Unit Price	Ext. Price
1	9891-32356965	B90142	MSTATE-ORCL-USC	1080	$78.10	$84,348.00
	Oracle Fusion Public Sector Community Development Cloud Service - Hosted Named User, Monthly Qty. Reflects 90 Hosted Named Users x 12 months					
2	9891-7428	B91940	MSTATE-ORCL-USC	240	$34.364	$8,247.36
	Oracle Digital Assistant Metric: Platform for SaaS -1000 Sessions Qty. Reflects (20) x 12 months					
3	9891-320174	B89432	MSTATE-ORCL-USC	1	$0.00	$0.00
	Oracle Cloud Infrastructure - Outbound Data Transfer - Government - First 10 TB per month - Gigabyte Outbound Data Transfer per Month					
4	9891-7427	B92035	MSTATE-ORCL-USC	1	$0.00	$0.00
	Oracle Visual Builder Studio-Government-Each					
5	9891-32357167	B90937	MSTATE-ORCL-USC	36	$0.00	$0.00
	Oracle Identity Foundation Cloud Service - Government - Each					
6	9891-7702	B91205	MSTATE-ORCL-USC	240	$31.24	$7,497.60
	ORACLE INTELLIGENT ADVISOR CLOUD SERVICE - 1,000 INTERACTIONS Qty. Reflects (20) x 12 months					

Subtotal for Option Year 5 **$100,092.96**

#	DLT Part No	MFG Part No	Contract	Qty	Unit Price	Ext. Price
	NOTE					
	Additional Fees for Any Increased Usage/Capacity As described in the Oracle Government PaaS and IaaS Cloud Services Descriptions document available at http://www.oracle.com/contracts, if you in a given month exceed the quantity of services specified for any of the Cloud Services listed in DLT Quote 4916437 with "Government" in the product name ("Government PaaS and IaaS Cloud Services"), then you must pay for such increased usage/capacity at the Unit Net Price specified in your order.					
1	9891-32356965	B90142	MSTATE-ORCL-USC	1080	$81.22398	$87,721.90
	Oracle Fusion Public Sector Community Development Cloud Service - Hosted Named User, Monthly Qty. Reflects 90 Hosted Named Users x 12 months					
2	9891-7428	B91940	MSTATE-ORCL-USC	240	$35.73853	$8,577.25
	Oracle Digital Assistant Metric: Platform for SaaS -1000 Sessions Qty. Reflects (20) x 12 months					
3	9891-320174	B89432	MSTATE-ORCL-USC	1	$0.00	$0.00
	Oracle Cloud Infrastructure - Outbound Data Transfer - Government - First 10 TB per month - Gigabyte Outbound Data Transfer per Month					
4	9891-7427	B92035	MSTATE-ORCL-USC	1	$0.00	$0.00
	Oracle Visual Builder Studio-Government-Each					
5	9891-32357167	B90937	MSTATE-ORCL-USC	36	$0.00	$0.00
	Oracle Identity Foundation Cloud Service - Government - Each					
6	9891-7702	B91205	MSTATE-ORCL-USC	240	$32.48963	$7,797.51
	ORACLE INTELLIGENT ADVISOR CLOUD SERVICE - 1,000 INTERACTIONS Qty. Reflects (20) x 12 months					
Subtotal for Option Year 6						**$104,096.66**
	NOTE					
	Additional Fees for Any Increased Usage/Capacity As described in the Oracle Government PaaS and IaaS Cloud Services Descriptions document available at http://www.oracle.com/contracts, if you in a given month exceed the quantity of services specified for any of the Cloud Services listed in DLT Quote 4916437 with "Government" in the product name ("Government PaaS and IaaS Cloud Services"), then you must pay for such increased usage/capacity at the Unit Net Price specified in your order.					
1	9891-32356965	B90142	MSTATE-ORCL-USC	1080	$84.47298	$91,230.82
	Oracle Fusion Public Sector Community Development Cloud Service - Hosted Named User, Monthly Qty. Reflects 90 Hosted Named Users x 12 months					
2	9891-7428	B91940	MSTATE-ORCL-USC	240	$37.16806	$8,920.33
	Oracle Digital Assistant Metric: Platform for SaaS -1000 Sessions Qty. Reflects (20) x 12 months					
3	9891-320174	B89432	MSTATE-ORCL-USC	1	$0.00	$0.00
	Oracle Cloud Infrastructure - Outbound Data Transfer - Government - First 10 TB per month - Gigabyte Outbound Data Transfer per Month					
4	9891-7427	B92035	MSTATE-ORCL-USC	1	$0.00	$0.00
	Oracle Visual Builder Studio-Government-Each					

DLT
A TECH DATA COMPANY

Price Quotation

Quote: 4916437
Reference: 1594775
Date: 02/16/2021
Expires: 04/30/2021

#	DLT Part No	MFG Part No	Contract	Qty	Unit Price	Ext. Price
5	9891-32357167	B90937	MSTATE-ORCL-USC	36	$0.00	$0.00
	Oracle Identity Foundation Cloud Service - Government - Each					
6	9891-7702	B91205	MSTATE-ORCL-USC	240	$33.7892	$8,109.41
	ORACLE INTELLIGENT ADVISOR CLOUD SERVICE - 1,000 INTERACTIONS Qty. Reflects (20) x 12 months					

Subtotal for Option Year 7 **$108,260.56**

Total $928,230.83

Contract Serial No. 180233-001
Contract Expires: 11/30/2023
DUNS #: 78-646-8199
Federal ID #: 54-1599882
FOB: Destination
Terms: Net 30 (On Approved Credit)
DLT accepts VISA/MC/AMEX
Ship Via: Fedex Ground/UPS

THIS QUOTE IS SUBJECT TO THE TERMS AND CONDITIONS OF CONTRACT SERIAL NUMBER 180233. CUSTOMER IS DIRECTED TO INCORPORATE (BY REFERENCE) THIS QUOTE IN ANY RESULTING TASK/DELIVERY ORDER OR AWARD. THE TERMS OF THE AFOREMENTIONED CONTRACT ARE THE ONLY CONTROLLING TERMS AND ANY TERMS OR CONDITIONS CONTAINED IN AN ORDER, AWARD OR OTHER INSTRUMENT OF BUYER, WHICH ARE IN ADDITION TO OR INCONSISTENT WITH ANY OF THE TERMS OR CONDITIONS CONTAINED IN THOSE REFERENCED HEREIN, SHALL NOT BE BINDING ON DLT OR ITS MANUFACTURERS AND SHALL NOT APPLY UNLESS SPECIFICALLY AGREED TO IN WRITING BY DLT.

CPARs requests should be sent to the attention of AJ Ezersky at cpars@dlt.com.

PLEASE REMIT PAYMENT TO:

ACH: DLT Solutions, LLC
Bank of America
ABA # 111000012
Acct # 4451063799

-OR-

Mail: DLT Solutions, LLC
P.O. Box 743359
Atlanta, GA 30374-3359

Customer orders subject to applicable sales tax.

Documentation to be submitted to validate Invoice for payment:
a. Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
b. Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
c. Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.

The Quote Number referenced above incorporates Oracle's Technical Support Policies located at: http://www.oracle.com/us/support/policies/index.html. Issuance of an order pursuant to this quote is acknowledgement and acceptance of these terms and conditions. Please reference and incorporate this Quote Number on your purchase order.

2. Services

Oracle Consulting, utilizing our True Cloud Method (TCM) implementation methodology, will provide functional, technical, and project management resources to configure and test the following tasks and activities to implement the Oracle Public Sector Compliance and Regulation (PSCR) product. This is a budgetary estimate and final scope and associated fees will be agreed to between DLT and Monroe County, FL during contract negotiations and documented in DLT Quote 4926354.

1. The Scope contained within this document is intended for the Monroe County, FL ("Customer")
2. The PSCR Cloud will be deployed for the following functional areas:
   a) Building Permitting
   b) Contractor Registration
   c) Code Enforcement
3. Project Management

Oracle will perform the following Project Management Services over an estimated **nine (9) month** implementation:

a) Conduct a Project Kickoff Meeting
b) Create and maintain a Work Plan in Microsoft Project. The Work Plan details the activities to be performed, resources, milestones and the critical path for the project.
c) Create and maintain the Project Charter, Governance Model, Deliverable Acceptance Framework and Status Plan.
d) Additional Project Management Services include:
   1) Review Project Charter, Governance Model and Deliverable Acceptance Framework with the Customer's Project Manager.
   2) Conduct a monthly status meeting and provide a status report that include the following information:
      (a) Project status;
      (b) Current tasks and progress;
      (c) Open issues;
      (d) Upcoming tasks and activities;

3. Project Approach TCM

1. **Focus Phase** - the initial cloud deployment phase focused on rapidly mobilizing the team, planning the effort, confirming governance for the program, and confirming project scope and documenting key decisions in the Foundation Design. Activities include:
   a) Finalize the Implementation plan
   b) Review Scope
   c) Conduct Product Familiarization Training
      1) Oracle will conduct **one (1)**, up to eight (8) hour product training course(s) that occurs at the beginning of the implementation of PSCR to establish a baseline understanding of core design concepts, usability and terminology. There will be up to fifteen (15) participants per course.
2. **Refine Phase** - a highly collaborative phase focusing on how to best adapt Industry Preferred Practices to the Customer's environment. Oracle seeks to understand customer current business processes and advises the Customer on how to assemble the Cloud Solution including configuring key data inputs, and integrating to other systems. Activities include:
   a. As-Is Analysis – Over a one (1) month timeframe, Customer to review and demonstrate existing processes and requirements to Oracle Consulting team including delivery of all application forms, reports and relevant artifacts to assist Oracle Consulting in understanding of Customer business processes.

b. Configuration – Over a three (3) month timeframe, Oracle Consulting will configure the PSCR Product to meet the needs of the Customer based on best practices. This includes a proof of concept check-in with the Customer where agreed to processes are configured first, and demonstrated to the Customer for feedback. It is expected that the current application/permit/record types will be consolidated for simplicity where applicable. Functional areas of focus include:
   - Configuration of up to twenty five (25) permit types;
   - Configuration of up to four (4) contractor registration types;
   - Configuration of up to two (2) complaint types and three (3) cases for code enforcement;
   - Online application submittal;
   - Back office application submittal;
   - Contractor Registration Renewals
   - Fee assessment, invoicing and payment processing both online and in back office;
   - Inspection scheduling, assignment, and completion including mobile inspection functionality; and
   - Workflow and review processing.

a) Reports - Business Intelligence Publisher (BI Publisher) and Oracle Transactional Business Intelligence (OTBI).
   - Deploy all standard reports to DEV environment, and all environmentsstandard reports that the County would like to use to the TEST and PROD environment.
   - Report Development Training - Oracle will conduct one (1), up to three (3) day Report Development and data model training course, using real examples and out of the box reports, to prepare the Customer's for development and deployment of report outputs required for system use. There will be up to seven (7) participants per course.

b) Integrations - The in-scope integrations listed in Table 1 below:

Table 1 – In Scope Integrations

Integration Name	Type (Inbound/Outbound)	Method (Web Services, API, etc.)	Frequency (RealTime/Batch)
Cybersource Payment Processing	Inbound/Outbound	API	Realtime
Property Appraiser - Address/Parcel/Owner	Inbound	API	Batch
ESRI GIS	Inbound	API	Realtime
Selectron IVR	Inbound/Outbound	API	Realtime

Additional activities include:

1) Deliver Integration Specification Document for the Address/Parcel/Owner Integration
2) Develop and test in-scope integrations
3) Deploy tested and approved integrations to Production.

c) Data Conversions - Oracle will provide data conversion services for the data identified in Table 2 and conduct the activities listed below:
   1) Analysis of Legacy data to provide mapping direction to the customer;
   2) Review the data conversion process, tasks, and data load cycles;
   3) Review and provide the data load templates that will be utilized for data mapping;
   4) Provide a brief introduction to the Cloud import tools to include File-Based Data Import (FBDI);
   5) Develop a Data Conversion Specification Document;
   6) Assist in Data Mapping;

7) Load Data into the Test environment for testing;
8) Load approved conversion(s) into the Production environment.

Table 2 – In Scope Data Conversions

Source	Description
Community Plus – CentralSquare	All existing active contractors will be migrated to Oracle.

9) Oracle will provide **4 data loads** for each data source as defined in Table 3 below.

Table 3 –Data Conversion Load Cycles

Cycle	Target POD	Data Loaded	Owner
Cycle 1	DEV	Includes loading the Customer's data as defined in the Data Conversion Specification Document.	This cycle will be led by Oracle with the client's team validating the loaded data.
Cycle 2 (End-To-End Review)	DEV	Includes loading the Customer's data as defined in the Data Conversion Specification Document.	This cycle will be led by Oracle with the client's team validating the loaded data.
Cycle 3 (User Acceptance Test Cycle)	TEST	Includes loading the Customer's data as defined in the Data Conversion Specification Document.	This cycle will be led by Oracle with the client's team validating the loaded data.
Cycle 4 (Production Load)	PROD	Includes loading the Customer's data as defined in the Data Conversion Specification Document.	This cycle will be led by Oracle with the client's team validating the loaded data.

d) **Testing** - As work is completed as defined in Task B – Configuration, in the Refine phase, Oracle Consulting will present the configured components to the Customer for immediate testing. Additionally, the completed solution will be presented to the customer for comprehensive testing that will occur. With up to four (4) weeks of support from Oracle, the customer will test the configuration and document issues for remediation.

3. **Enable phase** - Includes migrating the configuration, historical data, and integrations into production – the product "goes live". In addition, end user support additional training is included.
   a) Training
      1) Oracle will provide one (1) Train the Trainer course for up to three (3) days Train the Trainer course to review daily end user functionality including: creating permits, assessing fees, creating and completing inspections, managing workflow, and issuing permits. Up to twelve (12) participants.
      2) Oracle will provide one(1) end user training courses for up to two (2) days each to review daily end user functionality including: creating permits, assessing fees, creating and

completing inspections, managing workflow, and issuing permits. fifteen (15) participant's maximum per course.

3) Oracle will provide one (1) Product Administration course for up to three (3) days to review of administration toolsets including: setting up permit types, modifying and creating workflow, fee setup, user defined fields. Up to seven (7) participants.

b) Go-Live Preparation
   1) Develop, review, and approve the Cut Over plan;
   2) Migrate configurations and integrations to the production environment;
   3) Provide a Production Ready Checklist Report that summarizes the completion of all production environment migration activities and tasks assigned to Oracle.

4. **Operate Phase –** In this Operate Phase, Oracle will support the solution and business as defined in the project schedule. Activities will be identified, documented, and executed post- go-live based on an assigned cadence.
   a) Post Go-Live Support
      1) Oracle will provide up to one hundred and sixty (160) hours of Post Go-Live Support over the six (6) weeks following Go-Live.

4. Deliverables

Consulting Services performed by Oracle as proposed shall be for the purpose of providing the following deliverables:

#	Deliverable Name	Deliverable Description/ Acceptance Criteria
D1	Project Charter	Does the document: • Detail the scope of the project in accordance with this exhibit – what is in and out of scope? • Articulate the delivery principles – how the team will work together to deliver the project? • Identify the key outcomes of the project – what are the business goals? • Provide a guide/mission that grounds the project work effort? • Identify project sponsor? • Identify key stakeholder groups? • Identify Deliverable Acceptance Process and Procedures? • Describe how the project team will communicate with each other throughout the delivery of the Services? • Define the process for escalating issues, risks, and decisions? • Confirm who, within Customer's and Oracle's organizations, is empowered to resolve/mitigate different types of issues/risks and make decisions? • Detail the Deliverable acceptance process including test scenarios for each applicable Deliverable, the reviewers and approvers, and the status definitions as a Deliverable moves through the acceptance process?

D2	Project Plan	Does the document: • Define the project schedule of when activities, tasks, and Deliverables are to be completed, and identify the associated dependencies to complete the defined schedule? • Identify the resources required to execute the defined
D3	Configuration Workbook – Building Permits	Report detailing configured and delivered business components as identified in the Business Requirements Backlog. Report is broken down by pre-determined strategic area.
D4	Configuration Workbook – Contractor Registration	Report detailing configured and delivered business components as identified in the Business Requirements Backlog. Report is broken down by pre-determined strategic area.
D5	Configuration Workbook – Code Enforcement	Report detailing configured and delivered business components as identified in the Business Requirements Backlog. Report is broken down by pre-determined strategic area.
D6	Conversion Strategy	Does the document: Detail the Conversion strategy, source systems, approach, technical conversion tools, critical dependencies, and the relevant data governance processes that will be adhered to throughout the duration of the project?
D7	Interface Strategy	Does the document: • Detail the approach, technical tools, critical dependencies, and the relevant Integration governance process that will be adhered to throughout the duration of the project? • Confirm the current technical architecture and how the technical architecture changes will be implemented.
D8	Test Strategy	Does the document: • Define the strategy for testing? • Confirm the entrance and exit criteria for each cycle? • Define which stakeholders to involve throughout the testing effort? • Define the testing approach?
D9	Configuration (Production)	Do the Oracle Cloud Applications: • Contain the Configurations and, if applicable, Reports as documented in the Sprint Packages?
D10	Converted Data (Production)	Do the Oracle Cloud Applications: • Contain the data as documented in the Data Conversion Strategy Deliverable?

5. Proposed Payment Schedule

Customer agrees to pay DLT for Consulting Services and deliverables described in this exhibit, inclusive of expenses. In addition to this fee, DLT will invoice Customer for any applicable taxes. Once a deliverable is accepted, or deemed accepted, the corresponding deliverable fee for such deliverable specified below becomes due and payable and DLT shall thereafter invoice, and Customer shall pay, such deliverable fee; this payment obligation shall become non-cancelable and the sum paid nonrefundable on such acceptance date.

#	Deliverable Name	Estimated Month	Deliverable Fee
D1	Project Charter	1	$37,634.41
D2	Project Plan	1	$37,634.41
D3	Configuration Workbook - Building Permits	5	$64,516.13
D4	Configuration Workbook - Contractor Registration	6	$64,516.13
D5	Configuration Workbook - Code Enforcement	6	$37,634.41
D6	Conversion Strategy	5	$43,010.75
D7	Interface Strategy	4	$53,763.44
D8	Test Strategy	6	$43,010.75
D9	Configuration (Production)	8	$43,010.75
D10	Converted Data (Production)	8	$32,258.06
	TOTAL		**$456,989.24**

Expenses related to travel are not included in the pricing and as such, the work is assumed to be 100% remote at this time due to current travel restrictions. However, should the situation change and Customer desires onsite work, Team DLT is open to this can be discussed during shortlist and/or contracting or this request can be managed through the Change Order process after the project begins.

6. Obligations and Project Assumptions.

Customer's timely performance of Customer's obligations and Customer's timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from Customer's officers, agents, and employees (collectively, "cooperation") are essential to the performance of any Services as set forth in this scope document; and that Oracle's ability to perform the Services depends upon Customer's fulfillment of Customer's obligations and upon the assumptions being true. Oracle will not be responsible for any deficiency in performing Services if such deficiency results from Customer's failure to provide full cooperation or a failure of any assumption to be true.

If DLT's cost of providing Services is increased because of Customer's failure to meet the obligations listed in this exhibit, failure to provide cooperation, a failure of any assumption to be true, or because of any other circumstance outside of TeamDLT's control, then Customer agrees to pay DLT for such increased costs, pursuant to a change order duly executed by Customer and Team DLT. Such increased costs may include time during which Oracle resources are under-utilized because of delays caused by Customer's failure to meet Customer's obligations listed in this scope document; provided that in the event of such a delay Oracle will make commercially reasonable efforts to increase the utilization of resources by assigning them other tasks within the scope of the Project where appropriate to help mitigate increases in cost. If Customer does not accept such

change order, then Team DLT will have the right to terminate this exhibit, upon thirty (30) days prior written notice to Customer.

Customer's obligations and project assumptions are further described below:

A. General Obligations

1) Provide for all Oracle resources performing services at Customer's site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing services in the workspace, and ergonomically correct work stations, etc.).
2) Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of services.
3) Provide any notices, and obtain any consents, required for Oracle to perform services.
4) As required by U.S. Department of Labor regulations (20 CFR 655.734), allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.
5) Obtain all contracts and authorization from third party providers, such as payment processors, finance systems, electronic document review and markup, etc. who act as your functional, technical, and business resources to support this engagement.
6) If while performing services, Oracle requires access to other vendor's products, systems, and/or information that are part of Customer's system, Customer will be responsible for acquiring all such products, systems, and/or information, and the appropriate license rights and authorizations necessary for Oracle to access such products on Customer's behalf, at no cost to Team DLT.
7) The Oracle cloud applications come with standard functional processes that Customer must adopt. Standard functional processes are defined as functionality that is described in applicable standard Oracle software capabilities.
8) Perform all required activities to enable connectivity to Oracle Cloud, including opening firewall ports, configuring proxies, and any other network-related or data center-related issues.
9) Manage all communications to Customer's employees, contractors and agents that are not on the project team.
10) Be responsible for all Organizational Change activities using Customer's in-house methodology. Oracle will provide coaching based on its cloud adoption framework.
11) Schedule the necessary capabilities gathering, analysis, design, and implementation workshops with Customer's business user representatives and project team members according to the project schedule.
12) Designate an Executive Sponsor who shall (i) oversee Customer's performance of the obligations they are tasked with during the performance of services, and (ii) establish a direct line of communication with Oracle's project management team in order to discuss the services (both on an informal basis and in a formal steering committee capacity), and (iii) make timely decisions on Customer's behalf.
13) Designate a Project Manager who shall (i) oversee Customer's performance of the obligations Customer is tasked with during the performance of services, and (ii) work directly with Oracle's Project Manager on a daily basis, and (iii) will be responsible for ensuring all project work plan tasks assigned to Customer's team are accomplished by the target date included in the work plan.
14) Inform Oracle of any of Customer's personnel including third-party personnel assigned to the project that are authorized to make decisions on Customer's behalf.
15) In order to expedite the project, unless otherwise specified in this response, responses to request(s) for assistance or information will be provided within response times listed in Table

4 below. A verbal response or a simple email from Customer's Project Manager or Technical Lead is acceptable if the information is not already documented.

Table 4 – Response Times

Request Type	Maximum Response Time (Business Days)
Review of a non-deliverable document	Five (5)
Request for unit testing feedback	Five (5)
Requests for non-deliverable documentation on systems and processes	Three (3)
Requests for information on systems and processes	Three (3)
Requests for meetings	Three (3)

16) Maintain the appropriate security controls to prevent access to any personally identifiable information and/or any other information not required for Oracle's performance of the services.
17) Define logic to support required calculations.
18) Perform all workstation desktop installation procedures.

B. General Assumptions

1) Services will be performed primarily in Customer's office and remotely, as determined by Oracle.
2) If services are provided remotely, Oracle resources may provide services via phone, a customer-specific web portal (if ordered), and/or electronic communication.
3) Oracle will have access to Customer's end users, project team members and, where applicable, third party providers of services.
4) All documentation will be produced in electronic Word, Excel, or PowerPoint format. The Project Work Plan will be in Microsoft Project.
5) Completing the project within the allotted timeframe requires Customer's relevant functional, technical, and business resources to attend and participate in the discovery workshops, as scheduled, and Customer to provide relevant documentation in advance of these workshops.
6) A person day is defined as one (1) resource working up to eight (8) hours and all work assumes an eight (8) hour business day during the work week.
7) The estimated timeline, work effort, and fees assume use of the standard functionality, templates, features, tools, and reports that are delivered with the in-scope Oracle modules. Standard functionality is defined as functionality that is described in applicable standard Oracle software documentation.
8) The project timeline is estimated to be one phase with an estimated duration of 12 months. Any delays caused by the client that may impact the project schedule or performance of services will be handled through the Change Control process.
9) Any changes to the scope of services including, but not limited to, changes in specifications, schedule, designs, capabilities, service deliverables, or any other aspect of the services will be subject to the Oracle Change Control Process.
10) Design and implementation decisions made following the completion of the functional and technical workshops will be the basis for subsequent design and implementation tasks. Any changes to those decisions are subject to the standard change control procedure.
11) Oracle will, at its sole discretion, determine the number and manner in which resources are assigned to perform the services described in this proposal. Oracle may assign or release a specific project resource, or may assign different resources, at different times, to a project task.
12) Services will be performed on consecutive business days, Monday through Friday.

13) Oracle resources will observe all Oracle designated holidays. If the Customer's holiday is not observed by Oracle, Oracle resources will continue to work on that day.
14) Oracle's standard documentation format will be used for any documentation prepared and/or delivered during the performance of services.
15) Workshops are a functional/technical exchange with Customer's designated project stakeholders for the purpose of familiarizing Customer with the applications or providing guidance and assistance, which may include a demonstration of the work accomplished or to be accomplished by a related activity.
16) With Software as a Service (SaaS), software versions to be implemented are the latest versions available and supported by Oracle at the time the project starts. Additional patches will be applied throughout the implementation.
17) Customer's network infrastructure stability and performance may extend the time needed to perform the services for data migration and conversion. Such extension will be subject to Oracle's standard change control procedure.
18) Except as expressly agreed, the performance of Services does not require or involve the processing of personal data, and Customer will not disclose or provide Oracle with access to any: (a) protected health information ("PHI") as the term is defined by the Health Insurance Portability and Accountability Act ("HIPPA") of 1996, as amended, or (b) health or similarly sensitive data that imposes specific data security or data protection obligations on the processing of such data different from those specified in the Service Specifications for the relevant cloud services.
19) Customer and Oracle will work together to review and mutually agree upon the baseline project work plan, including: schedule timeframes, tasks and resource assignments.
20) For Address/Parcel/Owner Integration, you will be required to either provide the data in a pre-defined format and/or provide a local database that will be used to manipulate the data into a prescribed format.

C. Testing Assumptions

1) Customer and Oracle will agree on test cases, test scenarios and test strategy during the Playback phase, to include the pass/fail criteria, which will be utilized for testing.

2) Customer will conduct all acceptance testing of system setup and configuration. Should any item that is approved through testing by You be requested to be changed, modified, or updated in any way, it will be accommodated through the Change Control Process

D. Technical Assumptions

1) For all inbound interfaces to Cloud applications, data will be provided in the required Cloud accepted format.
2) Inbound files will not be encrypted.
3) Outbound files will not be encrypted.

7. Exclusions

A. General Exclusions

Anything not expressly listed in the scope of services is out of scope and not included or priced into the services to be performed. Specific items identified as out of scope include, without limitation, the following:

a) Services required to address any gaps identified, other than those identified in this response.
b) Development of bolt-on functionality or any other extensions via Platform as a Service

(PaaS) or any other toolset is not included.

B. Testing Exclusions

a) Creation of test data.
b) Development of test scripts and test scenarios.
c) Structured load testing, performance testing and tuning, failover testing, and disaster recovery testing.
d) Configurations, maintenance and support of any non-Oracle Cloud environments
e) Consolidating Customer's existing databases.
f) Reviewing any third-party software or hardware interacting with a Destination Oracle Database.

C. Technical Exclusions

a) Encryption of inbound and outbound files.
b) Installation and configuration of any third-party software or hardware.
c) Interface specification documentation for GIS, IVR and Cybersource Payment Processing. GIS and Cybersource is a built in integration with product documentation. IVR integration will be performed by Selectron, leveraging Oracle Rest Services.

Attachment B- Oracle Products and Services Contract
Dated December 12, 2018

SERIAL 180233 RFP ORACLE PRODUCTS AND SERVICES
Contract DLT Solutions LLC

DATE OF LAST REVISION: May 18, 2020 **CONTRACT END DATE: November 30, 2023**

CONTRACT PERIOD THROUGH NOVEMBER 30, 2023

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **ORACLE PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 12, 2018.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Kevin Tyne

Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

BW/**yy**
Attach

Copy to: Office of Procurement Services
James Foley, OPS

(Please remove Serial 13120-RFP from your contract notebooks)

ORACLE PRODUCTS AND SERVICES

This Contract is entered into this 12th day of December 2018 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and DLT Solutions LLC, a Virginia corporation ("Contractor") for the purchase of Oracle Products and Services.

1.0 CONTRACT TERM:

1.1 This Contract is for a term of Five (5) years, beginning on the 12th day of December, 2018 and ending the 30th day of November, 2023.

1.2 The products and services which are the subject of this Master Agreement ("County Contract") may be covered by a software programs license agreement service or maintenance agreement. The term of the service or maintenance agreement shall be governed by that document and may survive the expiration of this Master Agreement.

1.3 The County may, at its option and with the written agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of Five (5) additional years, (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

1.4 CONTRACT COMPLETION:

The Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to the preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records, and other data in the possession, custody or control of Contractor required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

2.0 PRICE ADJUSTMENTS (applies to percentages in contract):

Any requests for reasonable price adjustments must be submitted one hundred and twenty (120) calendar days prior to the Contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. If County agrees to the adjusted price terms, County shall issue written approval of the change and provide an updated version of the Contract. The new change shall not be in effect until the date stipulated on the Contract.

3.0 PAYMENTS:

3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."

3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Project name and/or number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the Department as listed on the Purchase Order.

3.3.3 Payment shall only be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (http://www.maricopa.gov/922/Vendors).

3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.

3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.4 PAYMENT RETENTION (For task order projects as negotiated by user):

3.4.1 Ten percent (10%) of monies paid for Project Management and Project Labor earned by Contractor related to work under this Contract shall be retained by County until Final Completion of the services herein described in any project Exhibit B Scope of Work. County may elect to release specific retention payments based on mutually agreed milestones, but in no case shall retention be released prior to Final Completion. All other payment terms and conditions shall not be affected by the retention. In the event of termination or cancellation of this Contract by County through no fault of Contractor, Contractor shall be entitled to the refund of any funds in the retention account.

3.4.2 After fifty percent (50%) of the work has been completed, the Maricopa County Executive Steering Committee may reduce the retainage to five percent (5%) of all monies previously earned and all monies earned thereafter. Any reduction in retainage shall be in the discretion of the Maricopa County Executive Steering Committee. Any interest earned on retainage shall accrue solely to the benefit of County.

3.4.3 The Contractor shall have the right, pursuant to Arizona Revised Statues, to submit securities in lieu of retention for all work completed. The Contractor is required to request this option at least ten (10) business days prior to submission of first Application for Payment to allow time for preparation of forms. The Contractor shall request and obtain securities forms through County. The County must identify either securities option or retention option prior to first Application for Payment.

3.5 APPLICABLE TAXES:

3.5.1 Payment of Taxes: The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.5.2 State and Local Transaction Privilege Taxes: To the extent any State and local transaction privilege taxes apply to sales made under the terms of this Contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.5.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or State and local laws and regulations, and any other costs including; transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

3.6 TAX (SERVICES):

No tax shall be invoiced or paid against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes.

3.7 TAX (COMMODITIES):

Tax shall not be invoiced against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes.

3.8 STRATEGIC ALLIANCE for VOLUME EXPENDITURES ($AVE):

The County is a member of the $AVE cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of $AVE may access a contract resulting from a solicitation issued by the County.

3.9 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's):

County currently holds ICPA's with numerous governmental entities. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the Contract under its procurement rules, processes and procedures.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by, any State agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the issuance of a project scope of work or Purchase Order by the Procurement Officer.

5.2 During the Contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 TERMS AND CONDITIONS:

6.1 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts and, errors, or willful omissions, relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts and errors, or willful omissions in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Notwithstanding anything to the contrary, no provision of this Agreement shall prohibit or affect Contractor's right to seek contribution from any party responsible for the underlying claim.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, DLT SOLUTIONS TOTAL LIABILITY UNDER THIS AGREEMENT, FOR ANY CAUSE OF ACTION WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY COUNTY UNDER THE APPLICABLE STATEMENT OF WORK FROM WHICH SUCH LIABILITY ARISES.

6.2 INFRINGEMENT DEFENSE INDEMNIFICATION:

ORACLE STANDARD TERMS AND CONDITIONS SHALL APPLY (SEE EXHIBIT C, **D AND E**)

Exhibit C - ORACLE SOFTWARE PROGRAMS AND/OR SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS ~~v041818~~ v032819.

Exhibit D - ORACLE CLOUD SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818.

Exhibit E - ORACLE HARDWARE US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS ~~v041818~~ v032819.

Exhibit F - ORACLE LINUX AND ORACLE VM SERVICES SUPPLMENTAL PUBLIC SECTOR TERMS AND CONDITIONS v190712

6.3 SOURCE CODE ESCROW REQUIREMENT (IF APPLICABLE):

Source Code Escrow. Oracle confirms that a copy of the source code necessary to support the Programs is maintained or will be placed into escrow. The source code escrow agreement was entered into by Oracle America, Inc. on behalf of all members of the Oracle group of companies ("Oracle Group") and provides that only if the Oracle Group ceases to be in the business of supporting the Programs, the escrow agent will furnish You with a copy of the escrowed materials that have become unsupported. Any escrowed materials furnished under this provision shall be considered licensed subject to the terms of this Contract and shall be used solely to maintain the Programs. Oracle's source code escrow agreement is private and confidential and is not available for release to You. Oracle does not deposit source code for any third party programs. Upon request from You, Oracle will register You with

Oracle's escrow agent as a beneficiary under Oracle's source code escrow agreement. To request registration, You must email Oracle at source-code-escrow_ww@oracle.com. Thereafter, and provided that You are current on technical support for the Programs for which technical support is offered, You will be contacted on an annual basis to confirm whether You require Your registration to continue.

6.4 INSURANCE:

6.4.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.4.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.4.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.4.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.4.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.4.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.4.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.4.8 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 Products/Completed Operations Aggregate, and $4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.4.9 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the premises under this Contract.

6.4.10 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

6.4.11 Errors and Omissions (Professional Liability) Insurance:

Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions or professional liability of the Contractor, with limits of no less than $2,000,000 for each claim.

6.4.12 Crime:

Contractor shall maintain Commercial Crime Liability Insurance with a limit of not less than $500,000 for each occurrence. The policy shall include, but not be limited to, coverage for employee dishonesty, fraud, theft, or embezzlement.

6.4.13 Cyber:

Policy Limit:

6.4.13.1 The policy shall be issued with minimum limits of $100,000.
6.4.13.2 The policy shall include coverage for all directors, officers, agents and employees of the Contractor.
6.4.13.3 The policy shall include coverage for third party fidelity.
6.4.13.4 The policy shall include coverage for theft.
6.4.13.5 The policy shall contain no requirement for arrest and conviction.
6.4.13.6 The policy shall cover loss outside the premises of the Named Insured.
6.4.13.7 The policy shall endorse (Blanket Endorsements are not acceptable) the Department as Loss Payee as our interest may appear.

6.4.14 Technology Errors & Omission Insurance:

- Each claim $2,000,000
- Annual Aggregate $2,000,000

Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this Contract.

In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this Contract is completed.

6.4.15 Network Security (Cyber) and Privacy Liability (IF APPLICABLE TO PROJECT):

- Each Claim $2,000,000
- Annual Aggregate $2,000,000

Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation, and

credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

6.4.16 County shall be a Certificate Holder:

Before providing the services as defined above, Developer shall furnish County with Certificates of Insurance evidencing coverage required by this Article. The certificates shall identify County as additional insured and shall be signed by a person authorized by that insurer to bind coverage on its behalf.

All obligations for occurrence coverage shall survive termination of this Agreement. Other insurance policies required hereby shall expressly provide that such policies shall not be canceled, terminated or materially altered without thirty (30) days prior written notice to County.

All insurance obligations of this Article shall survive termination of this Agreement.

It is understood that the County is "Self-Insured" and a Certificate of Insurance shall be provided by County upon approval of this Agreement by the Parties.

6.4.17 Certificates of Insurance:

6.4.17.1 Prior to Contract award, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.4.17.2 In the event any insurance policy(ies) required by this Contract is(are) written on a claims made basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.4.17.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) calendar days prior to the expiration date.

6.4.18 Cancellation and Expiration Notice:

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within two (2) business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to the Procurement Officer noted in the solicitation.

6.5 BOND REQUIREMENT (IF REQUIRED FOR ANY PROJECT):

6.5.1 Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor.

6.5.1.1 Performance Bond equal to the full Contract amount ($_____or as specified) conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.

6.5.1.2 A Payment Bond equal to the full Contract amount ($_____or as specified) solely for the protection of claimants supplying labor and materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Contract.

6.5.2 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

6.5.3 Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

6.6 FORCE MAJEURE:

APPLICABLE ORACLE STANDARD TERMS AND CONDITIONS SHALL CONTROL. (SEE EXHIBITS C, D ~~AND~~ **E AND F**))

Exhibit C - ORACLE SOFTWARE PROGRAMS AND/OR SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS ~~v041818~~ **v032819.**

Exhibit D - ORACLE CLOUD SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818.

Exhibit E - ORACLE HARDWARE US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS ~~v041818~~ **v032819.**

Exhibit F - ORACLE LINUX AND ORACLE VM SERVICES SUPPLMENTAL PUBLIC SECTOR TERMS AND CONDITIONS v190712.

6.7 WARRANTY (IF APPLICABLE):

APPLICABLE ORACLE STANDARD TERMS AND CONDITIONS SHALL CONTROL. (SEE EXHIBITS C, D ~~AND~~ **E AND F)**

Exhibit C - ORACLE SOFTWARE PROGRAMS AND/OR SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818.

Exhibit D - ORACLE CLOUD SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818.

Exhibit E - ORACLE HARDWARE US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS ~~v041818~~ **v032819.**

Exhibit F - ORACLE LINUX AND ORACLE VM SERVICES SUPPLMENTAL PUBLIC SECTOR TERMS AND CONDITIONS v190712.

6.8 DELIVERY:

6.8.1 Delivery shall specified on each order.
6.8.2 Exceptions to delivery schedule will be special order items that shall be identified.
6.8.3 Delivery shall be F.O.B. Destination, Freight Prepaid.

6.9 EXPEDITED DELIVERY:

6.9.1 If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the County.

6.9.2 The County shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.

6.9.3 Upon receipt of material(s) and invoicing, the County shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The County shall retain all documents related to these costs within the agency purchase file.

6.10 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

6.10.1 Contract Serial number.

6.10.2 Contractor's name and address.

6.10.3 Using Agency name and address.

6.10.4 Using Agency purchase order number.

6.10.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

6.11 PERFORMANCE:

It shall be the Contractor's responsibility to meet the proposed performance requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to correct the deficient service within 30 days after written notice.

6.12 SHIPPING CHARGES:

6.12.1 Unless expressly included in an Oracle product or service Stocking Keep Unit (SKU) all shipping charges are separately orderable SKUs. FOB: Destination.

6.12.2 Exceptions to normal shipping charges:

Expedited freight will be pre-paid by the Contractor and added to invoice if the normal shipping schedule does not meet County requirements. These requirements will be made in writing to the contractor.

6.13 PACKAGING/PACKING:

Unless otherwise stated, commercial packages and packing, suitable for the type, size, and kind of product, commonly used in the industry for the purpose, so constructed as to ensure acceptance and safe delivery, at the lowest rate, to the point of delivery specified in the bid document is acceptable.

6.14 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Department. These may be provided in hard copy or electronically.

6.15 INSTALLATION:

The Contractor's price shall include delivery and, if requested at the time of quote/bid, installation of all equipment in a complete operating condition.

6.16 ACCEPTANCE (IF APPLICABLE):

6.16.1 **Perpetual Licenses** – Software is made available via a web link provided by the Licensor; there is no acceptance period for perpetual licenses.

6.16.2 **Engineered Systems and Hardware** – Acceptance is upon delivery.

6.16.3 **Cloud Services – Cloud services are provisions via a web link provided by the cloud service** provider; there is no acceptance period for cloud services.

6.17 RETURN POLICY:

All orders are non-cancellable and non-refundable.

6.18 INSPECTION OF SERVICES (IF APPLICABLE):

6.18.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during Contract performance and for as long afterwards as the Contract requires.

6.18.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.18.3 If any of the services do not conform to Contract requirements, County is entitled to the remedies provided **here** under **the Oracle Standard Terms and Conditions** ~~y~~:

6.18.3.1 **With regard to services performed by Oracle**:

If any of the Oracle Cloud Services do not conform to Contract requirements, County is entitled to the remedies provided under Exhibit D ORACLE CLOUD SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818.

If any of the Oracle ACS Services do not conform to Contract requirements, County is entitled to the remedies provided under Exhibit E ORACLE HARDWARE US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818.

The parties agree that Oracle Technical Support Services and/or Maintenance Support Services will be provided in accordance with Oracle's Technical Support Policies in effect at the time the services are provided. You may access the current version of the technical support policies at http://www.oracle.com/us/support/policies/index.html

6.18.3.2 **With regard to professional services performed by DLT Solutions**:

DLT Solutions professional services will be performed in accordance with a quoted Statement of Work that will be incorporated in the Contractor ordering documents. County remedies shall be as stated within these Contractor ordering documents.

6.19 ORDERING AUTHORITY:

Any request for purchase shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

6.20 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION:

This Contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this Contract when the County identifies a need and proper authorization and documentation have been approved.

6.21 BACKGROUND CHECK (IF REQUIRED BY PROJECT):

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the Contractor, subcontractors and employees.

6.22 SUSPENSION OF WORK: (THIS PROVISION SHALL NOT APPLY TO ORACLE CLOUD SERVICES)

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Contract.

6.23 STOP WORK ORDER:

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of ninety (90) calendar days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either:

6.23.1 Cancel the stop work order; or

6.23.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience clause of this Contract.

6.23.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or Contract price, or otherwise, and the Contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.24 TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.25 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:

6.25.1 Deliver the supplies or to perform the services within the time specified in this Contract or any extension;

6.25.2 Make progress, so as to endanger performance of this Contract; or

6.25.3 Perform any of the other provisions of this Contract.

The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within ten (10) business days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.26 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the Contract, if any person significantly involved in initiating,

negotiating, securing, drafting or creating the Contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County from any other party to the Contract arising as the result of the Contract.

6.27 CONTRACTOR LICENSE REQUIREMENT:

6.27.1 The Contractor shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Contractor shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the Department of any and all changes concerning permits, insurance or licenses.

6.27.2 Contractor furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. Contractor is not relieved of its obligation to obtain and possess the required licenses by subcontracting of the labor portion of the Contract. Contractors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, to ascertain licensing requirements for a particular contract. Contractor shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.28 SUBCONTRACTING:

6.28.1 The Contractor may not assign to another contractor or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Contract Number and identify the job project.

6.28.2 The subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. ~~The subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the Prime Contractor's invoice.~~

6.29 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.30 ADDITIONS/DELETIONS OF REQUIREMENTS:

The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.31 STRICT COMPLIANCE:

Acceptance by County of a performance that is not in strict compliance with the terms of the Contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the Contract.

6.32 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

6.33 SEVERABILITY:

The removal, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.34 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each Party shall supply to the other Party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.35 NON-DISCRIMINATION:

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona website (http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1) which is hereby incorporated into this contract as if set forth in full herein. During the performance of this Contract, Contractor shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

6.36 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

6.36.1 The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, it's current officers and directors;

6.36.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States Department or Agency or any state, or local jurisdiction;

6.36.1.2 have not within three (3) year period preceding this Contract;

6.36.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; and

6.36.1.2.2 been convicted of violation of any Federal or State antitrust statues or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;

6.36.1.2.3 are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract; and are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and have not within a three (3) year period preceding this Contract had any public transaction (Federal, State or local) terminated for cause or default.

6.36.1.3 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.

6.36.2 The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.37 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.37.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.37.2 The County retains the legal right to inspect Contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.38.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the Contract and may pursue any and all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.38 INFLUENCE:

As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

6.38.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy,

6.38.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

ABSOLUTELY NO CONTACT BETWEEN THE RESPONDENT AND ANY COUNTY PERSONNEL, OTHER THAN THE OFFICE OF PROCUREMENT SERVICES, IS ALLOWED DURING THE SOLICITATION PROCESS UNLESS THE COMMUNICATION IS IN REGARDS TO PRE-EXISTING BUSINESS WITH THE COUNTY. ANY COMMUNICATIONS REGARDING THE SOLICITATION, ITS PARTICIPANTS OR ANY DOCUMENTATION PRIOR TO THE CONTRACT AWARD MAY BE GROUNDS FOR DISMISSAL OF THE RESPONDENT FROM THE EVALUATION PROCESS.

6.39 Contractor EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS:

6.39.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and section 3.908 of the Federal Acquisition Regulation;

6.39.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.

6.39.3 Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts over the simplified acquisition threshold ($150,000 as of September 2013).

6.40 UNIFORM ADMINISTRATIVE REQUIREMENTS:

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

6.41 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.41.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.41.2 If the Contractor's books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.42 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or a deduction from current invoices submitted by the Contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.43 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the Contract.

6.44 CONFIDENTIAL INFORMATION:

Any information obtained in the course of performing this contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. The Contractor's procedures and controls at a minimum must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the Contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within fifteen (15) business days of the written request to do so.

Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

6.45 PUBLIC RECORDS:

Under Arizona law, all Contracts are public records and must be retained by the Records Manager at the Office of Procurement Services. Contracts shall be open to public inspection and copying after Contract award and execution, except for such Contracts or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services.

6.46 PRICES:

Contractor will make reasonable efforts to seek approval from Oracle to extend to County under this Contract prices that are no higher than those paid by any other customer for these or similar services.

6.47 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.48 RELATIONSHIPS:

6.48.1 In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.48.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.49 CHANGES:

In the event of a change to the distribution or reseller agreement between Contractor and Oracle, changes to the license definitions and rules and/or changes to Global Price Lists, Contractor may submit such changes as Oracle requires under Contractor' distribution in writing to the County for review. The County shall have thirty (30) days to accept or reject those changes. In the event the County accepts the new terms and conditions, the County shall notify Contractor in writing of such acceptance and the parties will negotiate and execute an Amendment to this Contract to incorporate such changes. If Contractor and the County cannot reach agreement to the proposed changes or the County fails to respond to Contractor request within thirty (30) days of receiving notice from Contractor, Contractor may terminate this Contract.

6.50 GOVERNING LAW:

This Contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court, Phoenix, Arizona.

6.51 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and the Oracle Standard Terms (**See Exhibits C, D, ~~and~~ E and F**) and Conditions the terms of this Contract shall prevail, except the Oracle Standard Terms and Conditions shall prevail where it pertains to the use of the Oracle products and services.

6.52 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.52.1 Exhibit A, Pricing;

6.52.2 Exhibit B, Scope of Work;

6.52.3 Exhibit C, ~~Oracle Software Standard Terms and Conditions for Products and Services~~ **ORACLE SOFTWARE PROGRAMS AND/OR SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS ~~v041818~~ v032819**;

6.52.4 Exhibit D, ~~Oracle Cloud Services Terms and Conditions~~ **ORACLE CLOUD SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818**;

6.52.5 Exhibit E, ~~Oracle Hardware Terms and Conditions~~ **ORACLE HARDWARE US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS** ~~v041818~~ **v032819;**

6.52.6 **Exhibit F - ORACLE LINUX AND ORACLE VM SERVICES SUPPLMENTAL PUBLIC SECTOR TERMS AND CONDITIONS v190712.**

6.52.7 Exhibit ~~F~~**G**, Office of Procurement Services Contractor Travel and Per Diem Policy

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
160 S. 4th Avenue
Phoenix, Arizona 85003

For Contractor:

DLT Solutions LLC.
2411 Dulles Corner Park
Suite 800
Herndon VA. 20174
ATTN: Contract Management
Kevin.Ford@dlt.com

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

DLT Solutions, LLC

AUTHORIZED SIGNATURE

Joe Donohue, CFO
PRINTED NAME AND TITLE

2411 Dulles Corner Park
Suite 800
Herndon VA. 20174

11/29/2018
DATE

MARICOPA COUNTY

CHAIRMAN, BOARD OF SUPERVISORS — DATE: DEC 12 2018

ATTESTED:

CLERK OF THE BOARD — DATE: DEC 12 2018

APPROVED AS TO FORM:

DEPUTY COUNTY ATTORNEY — DATE: December 6, 2018

EXHIBIT A
PRICING

SERIAL 180233-RFP			
NIGP CODE: 20655			
RESPONDENT'S NAME:	DLT Solutions, LLC		
COUNTY VENDOR NUMBER:	VS0000003170		
ADDRESS:	2411 Dulles Corner Park Suite 800		
P.O. ADDRESS:			
TELEPHONE NUMBER:	(703) 709-7172		
FACSIMILE NUMBER:	(866) 419-7926		
WEB SITE:	www.dlt.com		
CONTACT (REPRESENTATIVE):	Kevin Ford		
REPRESENTATIVE'S E-MAIL ADDRESS:	kevin.ford@dlt.com		
		YES	**NO**
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT		[X]	[ ]
PAYMENT TERMS. [X] NET 30 DAYS			

		Product Discount	**Support Discount**
1.3.1 Perpetual License Recap			
MINIMUM DISCOUNTS		**27%**	**22%**
1.3.2 Engineered Systems Recap			
MINIMUM DISCOUNTS	SEE TAB FOR DETAILED PRICING	**5%**	**22%**
1.3.3 Hardware Recap			
AVERAGE DISCOUNTS	SEE TAB FOR DETAILED PRICING	**15%**	**22%**
1.3.4 Cloud Services Recap			
MINIMUM DISCOUNTS	SEE TAB FOR DETAILED PRICING	**32%**	**NA**
1.3.5 Professional Services Recap			
	SEE TAB FOR PROFESSIONAL SERVICES		
	BY TASK ORDER ONLY		
1.3.6 Support Services Recap			
	SEE TAB FOR SUPPORT SERVICES		
	BY TASK ORDER ONLY		
1.3.7 Training Recap			
AVERAGE DICOUNTS	SEE TAB FOR DETAILED PRICING	**22%**	**NA**
1.3.8 Financing Recap			
	BY TASK ORDER ONLY		
1.3.9 Full Pro Services			
	SEE TAB FOR FULL PRO SERVICES		
	BY TASK ORDER ONLY		

1.3.1	Perpetual Licenses Catalog Products	Insert Percentage Below	Insert Percentage Below
	Global Price List - shown in dark grey	Min. Discount for Licenses XX%	First Year Maintenance Percentage based on discounted license Cost
	Technology Global Price List Products	27%	22%
	Oracle Fusion Applications Component Global Price List	27%	22%
	Oracle E-Business Suite Applications Global Price List Component Pricing	27%	22%
	Oracle Business Intelligence Applications Global Price List Component Pricing	27%	22%
	Peoplesoft Component Global Price List	27%	22%
	JD Edwards Component Global Price List	27%	22%
	Oracle Construction & Engineering Global Price List	27%	22%
	Siebel CRM Component Global Price List	27%	22%
	Oracle Application Integration Architecture Global Price List	27%	22%
	Oracle MySQL Subscriptions Global Price List-*Eff. 5-1-20	23%	n/a
	Oracle Linux and VM Services Global Price List-*Eff. 5-1-20	23%	n/a
	Java SE Subscription Global Price List-*Eff. 5-1-20	2%	n/a

	ORACLE PRODUCTS TRANSACTION BANDS FOR PRODUCT		
		DISCOUNT END USER WITH BUDGET LESS THAN $100 MILLION	DISCOUNT END USER WITH BUDGET MORE THAN $100 MILLION
	0-$25000	47%	27%
	$25000-$100,000	47%	27%
	$100,000-$250,000	48%	27%
	$250,000-$1,000,000	50%	35%
	$1,000,000- PLUS	50%	45%

1.3.2	Engineered Systems Catalog Products						
		Insert Percentage Below	Insert Percentage Below	Insert Percentage Below	Insert Percentage Below	Insert Percentage Below	Insert Percentage Below
	Oracle Engineered Systems Global Price List	Min. Discount Eng Systems Hardware%	First Year Oracle Premier Support for Systems Percentage based on discounted Hardware Cost	First Year Oracle Premier Support for Operating Systems Percentage based on discounted Hardware Cost	First Year Oracle Customer Data and Device Retention Percentage based on discounted Hardware Cost	Min. Discount for Licenses XX%	First Year SULS Percentage based on discounted license Cost
	Hardware	5%	12%	12%	3%		
	Engineered Systems Software					27%	22%

1.3.3	Hardware, Servers, Storage and Networking Catalog Products						
		Insert Percentage Below	Insert Percentage Below	Insert Percentage Below	Insert Percentage Below	Insert Percentage Below	Insert Percentage Below
	Global Price List - shown in dark grey	Min. Discount Hardware%	First Year Oracle Premier Support for Systems Percentage based on discounted Hardware Cost	First Year Oracle Premier Support for Operating Systems Percentage based on discounted Hardware Cost	First Year Oracle Customer Data and Device Retention Percentage based on discounted Hardware Cost	Min. Discount for Licenses XX%	First Year SULS Percentage based on discounted license Cost
	Systems Hardware and Software Global Price List						
	Oracle Hardware Category L	20%	12%	12%	3%	27%	22%
	Oracle Hardware Category U	13%	12%	12%	3%	27%	22%
	Oracle Hardware Category V	20%	12%	12%	3%	27%	22%
	Oracle Hardware Category X	30%	12%	12%	3%	27%	22%
	Oracle Hardware Category Z	5%	12%	12%	3%	27%	22%
	Oracle Hardware Category Y	2%					

1.3.4	Cloud Services Catalog Products	
		Insert Percentage Below
	Global Price List - shown in dark grey	Min. Discount for Service XX%
	Oracle Cloud Software as a Service (SaaS)	
	Oracle RightNow Global Price List	32%
	Oracle Taleo Cloud Service Global Price List	32%
	Oracle Fusion Cloud Service Global Price List	32%
	Oracle Cloud Platform as a Service and Infrastructure as a Service (PaaS and IaaS)	
	Oracle Cloud Platform as a Service and Infrastructure as a Service - Public Cloud Global Price List	2%
	Oracle Construction and Engineering Global Price List (CEGBU) (cloud eligible offerings)	2%

1.3.5	Consulting/Professional Services					
		Labor Rate(s)				
	Labor Category	Year 1	Year 2	Year 3	Year 4	Year 5
	Application Developer	$ 198.83	$ 198.83	$ 202.89	$ 202.89	$ 202.89
	Associate Consultant	$ 131.27	$ 131.27	$ 133.89	$ 133.89	$ 136.57
	Consulting/Engineer	$ 190.61	$ 193.51	$ 193.51	$ 196.46	$ 196.46
	Director/Engineer	$ 212.18	$ 212.18	$ 216.51	$ 216.51	$ 222.07
	Installation Engineer	$ 190.61	$ 190.61	$ 195.50	$ 195.50	$ 200.51
	Managing Principal Consultant	$ 264.96	$ 264.96	$ 271.75	$ 271.75	$ 278.72
	Practice Director	$ 330.81	$ 330.81	$ 337.43	$ 337.43	$ 344.18
	Practice Manager	$ 285.48	$ 285.48	$ 291.41	$ 291.41	$ 297.24
	Principal Consultant	$ 231.84	$ 231.84	$ 237.78	$ 237.78	$ 243.88
	Project Manager/Engineer	$ 242.89	$ 242.89	$ 244.11	$ 244.11	$ 245.34
	Senior Consultant/Engineer	$ 215.86	$ 215.86	$ 219.15	$ 219.15	$ 222.48
	Senior Project Manager	$ 248.86	$ 250.11	$ 250.11	$ 251.37	$ 251.37
	Sr. Application Developer	$ 207.94	$ 207.94	$ 212.18	$ 213.27	$ 213.27
	Sr. Practice Director	$ 364.32	$ 364.32	$ 373.66	$ 373.66	$ 383.24
	Sr. Principal Consultant	$ 264.96	$ 264.96	$ 271.75	$ 271.75	$ 278.72
	Sr. Systems Engineer	$ 217.52	$ 217.52	$ 217.52	$ 223.10	$ 223.10
	Staff Consultant	$ 165.60	$ 165.60	$ 169.85	$ 169.85	$ 174.20
	Systems Engineer	$ 201.86	$ 201.86	$ 201.86	$ 207.04	$ 207.04

1.3.6	Technical Support Services and/or Maintenance Support Services
Technical Support Services and/or Maintenance Support Services fees are calculated as a factor of fees paid on net new licenses and/or hardware, renewal of services thereafter are priced based on a percentage increase over prior years fees and provided in accordance with then current Technical Support Policies.	

1.3.7	Oracle Training and University Products
Oracle University Training Services	
Customer Transaction Band	E-Business License and Technical Support Discounts (Enter Discount off of list price. List price detailed at www.oracle.com/education
$0 - $10,000	10.0%
$10,001 - $25,000	15.0%
$25,001 - $50,000	20.0%
$50,001 - $100,000	27.0%
$100,001 - $250,000	30.0%
$250,001 +	32.0%

Note: Oracle University offerings are governed by the Oracle University terms and conditions available at education.oracle.com and incorporated by reference.

1.3.8	Financing Services
Financing to be considered on a deal by deal basis.	

1.3.9	Full Pro Services							
Labor Category	**CLIN Number**	**Commercial LIST PRICE**	**USC Labor NTE Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**
DLT Labor Rates for US Communities Contract								
Installation Engineer	DLT001	$ 239.97	$ 190.61	$ 190.61	$ 195.50	$ 195.50	$ 200.51	$ 200.51
Systems Engineer	DLT002	$ 208.72	$ 201.86	$ 201.86	$ 201.86	$ 207.04	$ 207.04	$ 207.04
Sr. Systems Engineer	DLT003	$ 223.63	$ 217.52	$ 217.52	$ 217.52	$ 223.10	$ 223.10	$ 223.10
Application Developer	DLT004	$ 202.89	$ 198.83	$ 198.83	$ 202.89	$ 202.89	$ 202.89	$ 202.89

Sr. Application Developer	DLT005	$ 223.62	$ 207.94	$ 207.94	$ 212.18	$ 213.27	$ 213.27	$ 215.43
Director/Engineer	DLT0027	$ 395.96	$ 212.18	$ 212.18	$ 216.51	$ 216.51	$ 222.07	$ 222.07
Senior Project Manager	DLT0028	$ 329.96	$ 248.86	$ 250.11	$ 250.11	$ 251.37	$ 251.37	$ 255.20
Project Manager/Engineer	DLT0029	$ 269.97	$ 242.89	$ 242.89	$ 244.11	$ 244.11	$ 245.34	$ 245.34
Senior Consultant/Engineer	DLT0030	$ 244.18	$ 215.86	$ 215.86	$ 219.15	$ 219.15	$ 222.48	$ 225.87
Consulting/Engineer	DLT0031	$ 212.89	$ 190.61	$ 193.51	$ 193.51	$ 196.46	$ 196.46	$ 199.45

EXHIBIT B
SCOPE OF WORK

ORACLE PRODUCTS AND SERVICES

1.0 INTRODUCTION AND BACKGROUND

1.1 MASTER AGREEMENT

Maricopa County (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, **public** higher education institutions, and other government agencies in the United States of America (herein "Participating Public Agencies") is awarding this contract to one or more qualified suppliers to enter into a Master Agreement for a complete line of Oracle Products, Services and Solutions (herein "Products and Services").

ALL PRODUCTS OFFERED MUST BE NEW OR LIKE NEW, UNUSED, LATEST DESIGN AND TECHNOLOGY.

1.2 OBJECTIVES

1.2.1 Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;

1.2.2 Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;

1.2.3 Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;

1.2.4 Combine the volumes of Participating Public Agencies to achieve cost effective pricing;

1.2.5 Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;

1.2.6 Provide Participating Public Agencies with environmentally responsible products and services.

1.3 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Oracle Products, Services and Solutions: Contractors are to provide the broadest possible selection of Oracle Products, Services and Solutions they offer. The intent of this contract is to provide Participating Public Agencies with products, services and solutions to meet their various needs. Therefore, the contractors should have demonstrated experience in providing the Products, Services and Solutions as defined in this Exhibit including but not limited to:

1.3.1 **Perpetual Licenses** – applications, database and options, business intelligent, middleware and any other perpetual license offered by Oracle.

1.3.2 **Engineered Systems** – integrated software and hardware systems offered by Oracle.

1.3.3 **Hardware, Servers, Storage and Networking** - any servers, storage and networking products offered by Oracle.

1.3.4 **Cloud Services** – Software as a Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS) offered by Oracle.

1.3.5 **Consulting/Professional Services** – Consulting and integration services relating to Oracle products and services.

1.3.6 **Technical Support Services and/or Maintenance Support Services** – telephone technical support, premier support for systems and any other support services available from Oracle for license and hardware.

1.3.7 **Oracle Training and University Products** - Any related Oracle training including instructor lead classes and self-guided learning paths.

1.3.8 **Financing Services**– Financing services for orders and solutions.

1.4 INTENT**:**

The intent of this contract is to establish a nationwide purchasing agreement for the acquisition of Oracle products, services and solutions. The categories of descriptive examples in Section 2.12 are to provide a general, non-inclusive, description of the categories.

Other governmental entities under agreement with the County may have access to products or services provided hereunder (see Sections 3.15, 3.16 and Exhibit 6, MICPA.)

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work

It is expected that contractors will provide binding written Task Orders to be approved by the using agency for all products or services to be purchased under this contract. If more than one contractor is awarded a contract the members at their discretion may request Task Orders from one or more contractors and select the Task Order that's best meets their internal interests. .

2.0 SCOPE OF WORK:

2.1 Represent, sell, and service all the Oracle Products listed below (Section 2.12);

2.2 Be able to service local governments, states, school districts, and **public** higher education institutions in the United States of America, and other governmental agencies ~~and nonprofit organizations~~;

2.3 Have the resources to work with multiple entities at the same time;

2.4 Throughout the life of this contract, the successful Contractor shall maintain expertise, resources and capabilities to maintain an Oracle Platinum Partnership level.

2.5 Provide commercial hardware, software, services and solutions as ordered under the task order as a member of the Oracle Platinum Partner Network in good standing with all required distribution agreements;

2.6 Perform or have service delivery partners that can provide consulting, assessment, design, integration, installation and management of Services/Solutions at the task order level;

2.7 Perform a wide range of professional, technical support and engineering Services/Solutions to support the mission and objectives of Maricopa County and Participating Public Agencies as authorized buyers off this contract;

2.8 Provide maintenance support Services/Solutions

2.9 Provide project management support for each deliverable under the contract;

2.10 Provide project specific and overall contract performance reporting, as required.

2.11 Provide on-going marketing of the contract by aligning and traveling with the U.S Communities Program Managers, administrative and marketing personnel engaged in directly promoting the contract to Participating Public Agencies through agency meetings, direct mail, national publications, annual meetings and other such activities.

2.12 PRODUCTS AND SERVICES REQUIRED:

2.12.1 **Perpetual Licenses** – applications, database and options, business intelligent, middleware and any other perpetual license offered by Oracle.

2.12.2 **Engineered Systems** – integrated software and hardware systems offered by Oracle.

2.12.3 **Hardware, Servers, Storage, and Networking** - any servers, storage, and networking products offered by Oracle.

2.12.4 **Cloud Services** – Software as a Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS) offered by Oracle.

2.12.5 **Consulting/Professional Services** – Consulting and integration services relating to Oracle products and services.

2.12.6 **Technical Support Services and/or Maintenance Support Services** – telephone technical support, premier support for systems and any other support services available from Oracle for license and hardware.

2.12.7 **Oracle Training and University Products** - Any related Oracle training including instructor lead classes and self-guided learning paths.

2.12.8 **Financing Services**– Financing services for orders and solutions.

2.13 STAFF EXPERIENCE:

2.13.1 For Maricopa County, full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work for this contract should be identified in any project Task Orders.

2.14 FACILITIES:

During the course of this Contract, the County may provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.15 TRAINING:

The Contractor shall provide a minimum of (To be determined for each Task Order) to completely train County personnel in the use and care of the equipment.

2.16 WARRANTY:

APPLICABLE ORACLE STANDARD TERMS AND CONDITIONS SHALL CONTROL.

Exhibit C - ORACLE SOFTWARE PROGRAMS AND/OR SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS ~~v041818~~ v032819.

Exhibit D - ORACLE CLOUD SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818.

Exhibit E - ORACLE HARDWARE US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS ~~v041818~~ v032819.

2.17 ACCEPTANCE:

2.17.1 **Perpetual Licenses** – Software is made available via a web link provided by the Licensor; there is no acceptance period for perpetual licenses.

2.17.2 **Engineered Systems and Hardware** – Acceptance is upon delivery.

2.17.3 **Cloud Services – Cloud services are provisions via a web link provided by the cloud service** provider; there is no acceptance period for cloud services.

3.0 PROCUREMENT REQUIREMENTS:

3.1 DELIVERY:

3.1.1 Delivery shall be made within 48 hours after receipt of order (ARO) or as agreed with using agency.

3.1.2 Exceptions to delivery schedule will be special order items that must be identified.

3.1.3 Maricopa County reserves the right to obtain material on the open market in the event Contractors fail to make delivery and charge any price differential to the Contractor.

3.1.4 Delivery shall be F.O.B. Destination, Freight Prepaid.

3.2 EXPEDITED DELIVERY:

3.2.1 If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the County.

3.2.2 The County shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.

3.2.3 Upon receipt of material(s) and invoicing, the County shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The County shall retain all documents related to these costs within the agency purchase file.

3.3 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

3.3.1 Contract Serial number.

3.3.2 Contractor's name and address.

3.3.3 Using Agency name and address.

3.3.4 Using Agency purchase order number.

3.3.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

3.4 PERFORMANCE:

It shall be the Contractor's responsibility to meet the proposed performance requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to perform and any price differential will be charged against the Contractor.

3.5 SHIPPING CHARGES:

3.5.1 Shipping costs will be borne by the Contractor. FOB: Destination.

3.5.2 Exceptions to normal shipping charges:

Expedited freight will be pre-paid by the Contractor and added to invoice if the normal shipping schedule does not meet County requirements. These requirements will be made in writing to the contractor.

3.6 PACKAGING/PACKING:

Unless otherwise stated, commercial packages and packing, suitable for the type, size, and kind of product, commonly used in the industry for the purpose, so constructed as to ensure acceptance and safe delivery, at the lowest rate, to the point of delivery specified in the bid document is acceptable.

3.7 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Department. These may be provided in hard copy or electronically.

3.8 INSTALLATION (If required):

The Contractor's price shall include delivery and installation of all equipment in a complete operating condition.

3.9 CONTRACTOR EMPLOYEE MANAGEMENT:

3.9.1 Contractor shall endeavor to maintain the personnel proposed in their proposal throughout the performance of this Contract. In the event that Contractor personnel's employment status changes, Contractor shall provide County a list of proposed candidates with equivalent experience. Under no circumstances is it acceptable for the implementation schedule to be impacted by a personnel change on the part of the Contractor.

3.9.2 Contractor shall not reassign any key personnel without the express consent of the County.

3.9.3 County reserves the right to immediately remove from its premises any Contractor personnel it determines is a risk to County operations.

3.9.4 County reserves the right to request the replacement of Contractor personnel at any time, for any reason. Said requested removal shall not be subject to part ~~3.9.1~~ **3.11.1** of this section.

3.10 TRAINING:

The Contractor shall provide training services as needed, depending on the product or service purchased, to completely train County personnel in the use and care of the equipment. All training shall take place on-site at Maricopa County.

3.11 MAINTENANCE (If Required):

The Contractor shall provide for maintenance under this Contract upon acceptance of materials by the Department.

3.12 USAGE REPORT:

The Contractor shall furnish the County a usage report, upon request, delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.13 BACKGROUND CHECK:

Bidders/proposers need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, subcontractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

3.14 STRATEGIC ALLIANCE for VOLUME EXPENDITURES ($AVE):

The County is a member of the $AVE cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of $AVE may access a contract resulting from a solicitation issued by the County. If you do not want to grant such access to a member of $AVE, please so state in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.15 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's):

County currently holds ICPA's with numerous governmental entities. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the Contract under its procurement rules, processes and procedures.

~~EXHIBIT C~~

~~ORACLE SOFTWARE STANDARD TERMS AND CONDITIONS FOR PRODUCTS AND SERVICES~~

EXHIBIT C

ORACLE

ORACLE SOFTWARE PROGRAMS AND/OR SERVICES
US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818

THESE ORACLE SOFTWARE PROGRAM AND/OR SERVICES US COMMUNITIES ("USC") SUPPLEMENTAL TERMS AND CONDITIONS ("SOFTWARE STCs") SHALL APPLY TO THE ORACLE SOFTWARE PROGRAMS AND/OR SERVICES THAT YOU ORDER FROM THE CONTRACT HOLDER (THE "CONTRACTOR"). THESE SOFTWARE STCs SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN ANY NON-ORACLE ORDER OR ORDERING DOCUMENTATION. THESE SOFTWARE STCs ARE CONSIDERED PART OF THE SCHEDULE OF SUPPLIES/SERVICES IN YOUR ORDER TO THE CONTRACTOR.

A. Definitions

"You" and "Your" refers to the ordering activity that has ordered programs, and/or services from an authorized distributor ("Contractor") under the contract.

The term "ancillary programs" refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.

The term "contract" refers to the Contractor's US Communities contract.

The term "program documentation" refers to the program user manual and program installation manuals.

The term "programs" refers to the software products owned or distributed by Oracle which you have ordered, program documentation, and any program updates acquired through technical support.

The term "services" refers to annual technical support services which you have ordered.

B. Rights Granted

Upon Contractor's acceptance of your order, you have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in your order with Contractor), limited right to use the programs and receive any services you ordered solely for your internal ordering activity operations and subject to the terms of these, including the Oracle License Definitions and Rules, the order, the contract and the program documentation. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with these Software STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation in such use. For programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed.

EXHIBIT C

C. Ownership and Restrictions

Oracle or its licensors retain all ownership and intellectual property rights to the programs. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered under your order resulting from services. You may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation. Such third party technology is licensed to you under the terms of the third party technology license agreement specified in the program documentation and not under the terms of the contract or these Software STCs.

You may not:

- use the programs in a rental, timesharing, subscription service, hosting or outsourcing capacity;
- remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
- make the programs or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license or materials from the services you have acquired);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), operating system or integrated software; or
- disclose results of any program benchmark tests.

D. Warranties, Disclaimers and Exclusive Remedies

For the sake of clarity, this is the Oracle manufacturer's warranty; nevertheless, it shall be accessed by you through the Contractor.

Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year from delivery (i.e. via physical shipment or electronic download). You must notify Oracle of any program warranty deficiency within one year from delivery. **ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.**

Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the deficient services.

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALLY REASONABLE MANNER YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES PAID TO ORACLE FOR THE PROGRAM LICENSE DISTRIBUTED TO YOU; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES PROVIDED BY ORACLE; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THOSE SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT SERVICES PROVIDED BY ORACLE TO YOU.

EXHIBIT C

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE ABOVE ITEMS, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

E. Technical Support

Technical support consists of annual technical support services you may have ordered or will order for the programs, including support renewals. Support must be ordered pursuant to a valid End User License Agreement such as these Software STCs. Bug fixes, security fixes and any updates received shall be provided under the terms of the license agreement that You accepted upon ordering the programs.

If ordered, annual technical support (including first year and all subsequent years) for programs is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which technical support has been ordered. You should review the policies prior to entering into an order for the applicable services. You may access the current version of the technical support policies at http://www.oracle.com/us/support/policies/index.html. The technical support policies state that, "global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data." Accordingly, as stated in the technical support policies, You agree not to submit any health, payment card, or other controlled or sensitive data that require protections greater than those specified in the Oracle Global Customer Support Security Practices to Oracle as part of any service request. Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually through a reseller that is expressly authorized to distribute support renewals. The order with Contractor will specify your SULS fee for the first renewal year should you renew SULS for the same number of licenses for the same programs as contained in the original order; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the program is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you decide to purchase technical support at a later date. Technical support for programs is effective upon shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required.

Invoices for technical support services shall be submitted by Contractor on a quarterly basis (unless otherwise specified in the order) after the completion of such period.

Notwithstanding anything in Oracle's technical support policies to the contrary, you may discontinue technical support at the end of any current technical support term and, at any time thereafter, reinstate technical support by executing an order for such services with Contractor. If you decide to reinstate technical support, you must pay a reinstatement fee. The reinstatement fee shall be the amount that would have been paid by the ordering activity for the past support period had technical support not lapsed. In addition to the reinstatement fee described in the preceding sentence, you must pay the technical support fee for the new support period. This technical support fee for the new support period is computed as follows: (i) if technical support lapsed, then the technical support fee for a twelve month support period shall be the last annual technical support fee you paid for the relevant program; (ii) if you never acquired technical support for the relevant program, then the annual technical support fee shall be the fee that would have been charged if support had been ordered originally for the relevant program per Oracle's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

EXHIBIT C

F. Intellectual Property Indemnification

If someone makes a claim against you or Oracle ("Recipient" which may refer to you or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, or material ("Material") furnished by either you or Oracle ("Provider", which may refer to you or Oracle depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights (including U.S. or foreign patent, trademark and copyright), the Provider will indemnify the Recipient against the claim to the extent permitted by law if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim;
- gives the Provider control of the defense, with input from Recipient, and any settlement negotiations; and
- gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated someone else's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid for it. If you are the Provider and such return materially affects Oracle's ability to meet its obligations under the relevant order (e.g., impairs Oracle's ability to perform due to a work statement, schedule or cost impact), then Oracle may, at its option and upon 30 days prior written notice, request termination of the order. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient, or if the Recipient continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of the order and the Software STCs would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of your order with Contractor (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of your order with Contractor.

This section provides Your and Oracle's exclusive remedy for any infringement claims or damages.

G. **NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. CONTRACTOR'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO AN ORDER ISSUED PURSUANT TO THESE SOFTWARE STCs, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID CONTRACTOR UNDER THE RELEVANT ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID CONTRACTOR FOR**

EXHIBIT C

THE DEFICIENT PROGRAM, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES GIVING RISE TO THE LIABILITY.

H. Other

1. You may not assign orders or give or transfer the programs and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs and/or any services deliverables, the secured party has no right to use or transfer the programs and/or any services deliverables, and if you decide to finance your acquisition of programs and/or any services, you will follow Oracle's policies regarding financing which are at http://oracle.com/contracts. The foregoing shall not be construed to limit the rights you may otherwise have with respect to the Linux operating system, third party technology or separate works licensed under open source or similar license terms.

2. In entering into an order under the contract, you agree and acknowledge that you have not relied on the future availability of any program or updates. However, (a) if you order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the relevant order, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under the order, per the terms of these Software STCs.

3. Accessibility

The extent to which an Oracle product is, prior to any customizations, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as 'Section 508') effective as of June, 2001, or the Revised version in Appendix A (known as 'Revised Section 508') effective as of January, 2018 and the Web Content Accessibility Guidelines (WCAG) version 2.0 level AA, respectively, is indicated by the dependencies, comments and exceptions (some of which may be significant, if any) noted on the applicable Voluntary Product Accessibility Templates (VPAT) available at www.oracle.com/us/corporate/accessibility for each product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. In the event that no VPAT is available for a particular Oracle product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all. Oracle customers may call Oracle Support at 1.800.223.1711. Hearing-impaired customers in the U.S. who wish to speak to an Oracle Support representative may use a telecommunications relay service (TRS). Information about the TRS is available at http://www.fcc.gov/cgb/consumerfacts/trs.html, and a list of telephone numbers is available at https://www.fcc.gov/general/telecommunications-relay-services-directory. International hearing-impaired customers should use the TRS at +1.605.224.1637. An Oracle Support engineer will respond to technical issues according to the standard service request process. Oracle cannot make any commitments about future product directions, including plans to address accessibility or the availability of VPATs. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Oracle products provided under these Software STCs.

4. Internet Protocol version 6 (IPv6).

Prior to any customizations, the Oracle product(s) and service(s) to be delivered pursuant to the contract are capable of accommodating Internet Protocol version 6 (IPv6) solely to the extent defined and noted in the relevant product/service documentation available at oracle.com. Please note that such capabilities are subject to the dependencies, comments and exceptions (some of which may be significant, if any) noted in such documentation, and require that Oracle product(s) and service(s) are used in accordance

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with Oracle's associated documents and other written information and that any other products properly interoperate with them. If no relevant product/service documentation is found addressing IPv6, then Oracle makes no representations as to the capabilities of the product/service in question to accommodate IPv6. Oracle cannot make any commitments about future product directions, including plans to address IPv6. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Oracle products provided under these Software STCs.

5. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs. You agree that such export laws govern your use of the programs (including technical data), and any services deliverables provided under your order, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

6. Oracle, as the owner of the intellectual property of the program licensed and the technical support services, is a third party beneficiary of the contract and the orders for Oracle products issued pursuant to the contract, but does not assume any of the Oracle authorized reseller's obligations thereunder.

7. The Uniform Computer Information Transactions Act does not apply to these Software STCs nor any order placed pursuant to them.

8. You understand that the Contractor and Oracle's business partners, including any third party firms retained by you to provide computer consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not bound by any acts of any such entity, unless the entity is providing services as an Oracle subcontractor under an engagement ordered directly with Oracle.

9. You may order trial programs, or Oracle may include additional programs with your order with Contractor which you may use for trial, non-production purposes only. You may not use the trial programs to provide or attend third party training on the content and/or functionality of the programs. You have 30 days from the delivery date to evaluate these programs. If you decide to use any of these programs after the 30-day trial period, you must obtain a license for such programs from Oracle or an authorized distributor. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and delete any such programs from your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these programs.

10. Unless otherwise agreed in an order, upon 45 days written notice, and no more than once annually, Contractor may audit your use of the programs. You agree to cooperate with Contractor's audit, provide reasonable assistance and access to information and permit Contractor to report the audit results to Oracle. Any such audit shall not unreasonably interfere with your normal business operations. Contractor shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that such security rules are applicable to the performance of the audit; you make such security rules available to Contractor prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of the contract or the applicable order. You shall be responsible for paying any underpaid fees related to use of the programs. Contractor may assign its right to audit your use of the programs to Oracle. Contractor may assign its right to audit your use of the programs to Oracle. If the Contractor assigns its right to audit your use of the programs to Oracle, then Oracle shall not be responsible for any costs incurred by either you or Contractor in cooperating with the audit.

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11. Upon termination of a program license, you are required to discontinue use and destroy or return to the Contractor all copies of the programs and program documentation associated with the terminated license.

12. Source code maybe delivered as part of the standard delivery for particular programs; all such source code is subject to the terms of these Software STCs, including the Oracle License Definitions and Rules, the applicable order, the contract and the applicable program documentation.

13. Programs and service deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Products and Service Offerings deliverables in such applications.

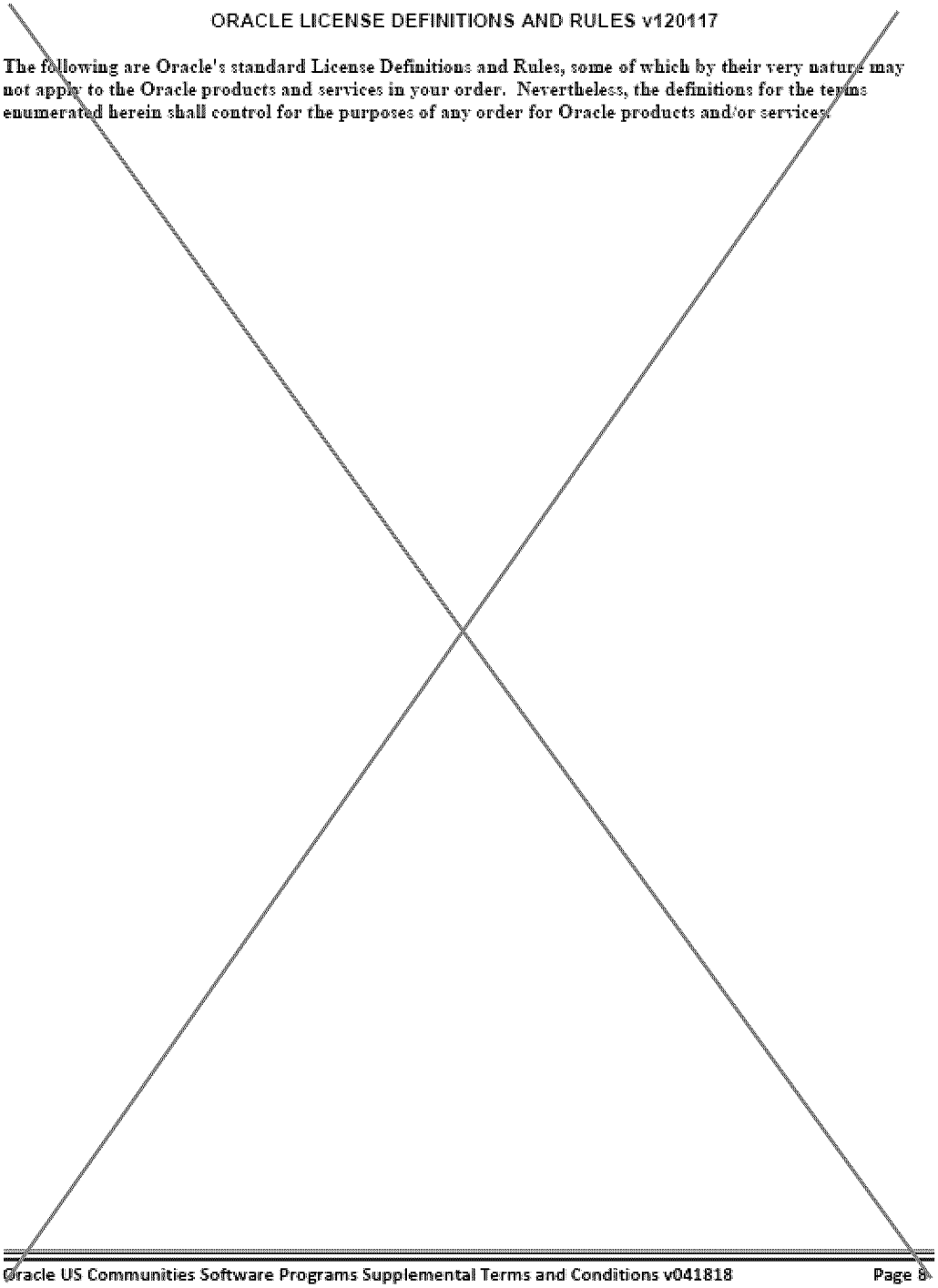
14. For software (i) that is part of Programs, Operating Systems, Integrated Software or Integrated Software Options (or all four) and (ii) that You receive from Oracle in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from https://oss.oracle.com/sources/ or http://www.oracle.com/goto/opensourcecode. If the source code for such software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

15. Oracle's Applications Licensing Table in effect as of the effective date of your order and is incorporated herein as Exhibit B. You may access the current version of the Applications Licensing Table at http://oracle.com/contracts.

16. Oracle's License Definitions and Rules are incorporated herein and attached hereto as Exhibit A.

17. If any document incorporated by reference into these Software STCs, including the License Definitions and Rules and terms included and/or referenced therein, contains a provision (a) allowing for the automatic termination of your license rights or technical support services; or (b) allowing for the automatic renewal of services and/or fees, then, such terms shall not apply.

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ORACLE LICENSE DEFINITIONS AND RULES v120117

The following are Oracle's standard License Definitions and Rules, some of which by their very nature may not apply to the Oracle products and services in your order. Nevertheless, the definitions for the terms enumerated herein shall control for the purposes of any order for Oracle products and/or services.

ORACLE

ORACLE SOFTWARE PROGRAMS AND/OR SERVICES
US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v032819

THESE ORACLE SOFTWARE PROGRAM AND/OR SERVICES US COMMUNITIES ("USC") SUPPLEMENTAL TERMS AND CONDITIONS ("SOFTWARE STCs") SHALL APPLY TO THE ORACLE SOFTWARE PROGRAMS AND/OR SERVICES THAT YOU ORDER FROM THE CONTRACT HOLDER (THE "CONTRACTOR"). THESE SOFTWARE STCs SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN ANY NON-ORACLE ORDER OR ORDERING DOCUMENTATION. THESE SOFTWARE STCs ARE CONSIDERED PART OF THE SCHEDULE OF SUPPLIES/SERVICES IN YOUR ORDER TO THE CONTRACTOR.

A. Definitions

"You" and "Your" refers to the ordering activity that has ordered programs, and/or services from an authorized distributor ("Contractor") under the contract.

The term "ancillary programs" refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.

The term "contract" refers to the Contractor's US Communities contract.

The term "program documentation" refers to the program user manual and program installation manuals.

The term "programs" refers to the software products owned or distributed by Oracle which you have ordered, program documentation, and any program updates acquired through technical support.

The term "services" refers to annual technical support services which you have ordered.

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B. Rights Granted

Upon Contractor's acceptance of your order, you have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in your order with Contractor), limited right to use the programs and receive any services you ordered solely for your internal ordering activity operations and subject to the terms of these, including the Oracle License Definitions and Rules, the order, the contract and the program documentation. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with these Software STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation in such use. For programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed.

EXHIBIT C

C. Ownership and Restrictions

Oracle or its licensors retain all ownership and intellectual property rights to the programs. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered under your order resulting from services. You may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation. Such third party technology is licensed to you under the terms of the third party technology license agreement specified in the program documentation and not under the terms of the contract or these Software STCs.

You may not:

- use the programs in a rental, timesharing, subscription service, hosting or outsourcing capacity;
- remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
- make the programs or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license or materials from the services you have acquired);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), operating system or integrated software; or
- disclose results of any program benchmark tests.

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E. Technical Support

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- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim;
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This section provides Your and Oracle's exclusive remedy for any infringement claims or damages.

G. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. CONTRACTOR'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO AN ORDER ISSUED PURSUANT TO THESE SOFTWARE STCs, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID CONTRACTOR UNDER THE RELEVANT ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID CONTRACTOR FOR

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1. You may not assign orders or give or transfer the programs and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs and/or any services deliverables, the secured party has no right to use or transfer the programs and/or any services deliverables, and if you decide to finance your acquisition of programs and/or any services, you will follow Oracle's policies regarding financing which are at http://oracle.com/contracts. The foregoing shall not be construed to limit the rights you may otherwise have with respect to the Linux operating system, third party technology or separate works licensed under open source or similar license terms.

2. In entering into an order under the contract, you agree and acknowledge that you have not relied on the future availability of any program or updates. However, (a) if you order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the relevant order, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under the order, per the terms of these Software STCs.

0. Accessibility

The extent to which an Oracle product is, prior to any customizations, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as 'Section 508') effective as of June, 2001, or the Revised version in Appendix A (known as 'Revised Section 508') effective as of January, 2018 and the Web Content Accessibility Guidelines (WCAG) version 2.0 level AA, respectively, is indicated by the dependencies, comments and exceptions (some of which may be significant, if any) noted on the applicable Voluntary Product Accessibility Templates (VPAT) available at www.oracle.com/us/corporate/accessibility for each product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. In the event that no VPAT is available for a particular Oracle product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all. Oracle customers may call Oracle Support at 1.800.223.1711. Hearing-impaired customers in the U.S. who wish to speak to an Oracle Support representative may use a telecommunications relay service (TRS). Information about the TRS is available at http://www.fcc.gov/cgb/consumerfacts/trs.html, and a list of telephone numbers is available at https://www.fcc.gov/general/telecommunications-relay-services-directory. International hearing-impaired customers should use the TRS at +1.605.224.1837. An Oracle Support engineer will respond to technical issues according to the standard service request process. Oracle cannot make any commitments about future product directions, including plans to address accessibility or the availability of VPATs. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Oracle products provided under these Software STCs.

1. Internet Protocol version 6 (IPv6).

Prior to any customizations, the Oracle product(s) and service(s) to be delivered pursuant to the contract are capable of accommodating Internet Protocol version 6 (IPv6) solely to the extent defined and noted in the relevant product/service documentation available at oracle.com. Please note that such capabilities are subject to the dependencies, comments and exceptions (some of which may be significant, if any) noted in such documentation, and require that Oracle product(s) and service(s) are used in accordance

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accommodate IPv6. Oracle cannot make any commitments about future product directions, including plans to address IPv6. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Oracle products provided under these Software STCs.

5. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs. You agree that such export laws govern your use of the programs (including technical data), and any services deliverables provided under your order, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

6. Oracle, as the owner of the intellectual property of the program licensed and the technical support services, is a third party beneficiary of the contract and the orders for Oracle products issued pursuant to the contract, but does not assume any of the Oracle authorized reseller's obligations thereunder.

7. The Uniform Computer Information Transactions Act does not apply to these Software STCs nor any order placed pursuant to them.

8. You understand that the Contractor and Oracle's business partners, including any third party firms retained by you to provide computer consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not bound by any acts of any such entity, unless the entity is providing services as an Oracle subcontractor under an engagement ordered directly with Oracle.

9. You may order trial programs, or Oracle may include additional programs with your order with Contractor which you may use for trial, non-production purposes only. You may not use the trial programs to provide or attend third party training on the content and/or functionality of the programs. You have 30 days from the delivery date to evaluate these programs. If you decide to use any of these programs after the 30-day trial period, you must obtain a license for such programs from Oracle or an authorized distributor. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and delete any such programs from your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these programs.

10. Unless otherwise agreed in an order, upon 45 days written notice, and no more than once annually, Contractor may audit your use of the programs. You agree to cooperate with Contractor's audit, provide reasonable assistance and access to information and permit Contractor to report the audit results to Oracle. Any such audit shall not unreasonably interfere with your normal business operations. Contractor shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that such security rules are applicable to the performance of the audit; you make such security rules available to Contractor prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of the contract or the applicable order. You shall be responsible for paying any underpaid fees related to use of the programs. Contractor may assign its right to audit your use of the programs to Oracle. Contractor may assign its right to audit your use of the programs to Oracle. If the Contractor assigns its right to audit your use of the programs to Oracle, then Oracle shall not be responsible for any costs incurred by either you or Contractor in cooperating with the audit.

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11. Upon termination of a program license, you are required to discontinue use and destroy or return to the Contractor all copies of the programs and program documentation associated with the terminated license.

12. Source code maybe delivered as part of the standard delivery for particular programs; all such source code is subject to the terms of these Software STCs, including the Oracle License Definitions and Rules, the applicable order, the contract and the applicable program documentation.

13. Programs and service deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Products and Service Offerings deliverables in such applications.

14. For software (i) that is part of Programs, Operating Systems, Integrated Software or Integrated Software Options (or all four) and (ii) that You receive from Oracle in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from https://oss.oracle.com/sources/ or http://www.oracle.com/goto/opensourcecode. If the source code for such software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

15. Oracle's Applications Licensing Table in effect as of the effective date of your order and is incorporated herein as Exhibit A. You may access the current version of the Applications Licensing Table at http://oracle.com/contracts.

16. Oracle's License Definitions and Rules are incorporated herein. You may access the current version of the License Definitions and Rules at http://oracle.com/contracts.

17. If any document incorporated by reference into these Software STCs, including the License Definitions and Rules and terms included and/or referenced therein, contains a provision (a) allowing for the automatic termination of your license rights or technical support services; or (b) allowing for the automatic renewal of services and/or fees, then, such terms shall not apply.

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EXHIBIT A

APPLICATIONS LICENSING TABLE
http://www.oracle.com/us/corporate/contracts

Oracle reserves the right to periodically change the information presented on the website provided above. All information on this website is provided "as-is" without warranty of any kind, either express or implied.

ORACLE

License Definitions and Rules

Definitions and License Metrics

$M Annual Transaction Volume: is defined as one million U.S. Dollars in all purchase orders transacted and all auctions conducted through the Oracle Exchange Marketplace by You and others during the applicable year of the Oracle Exchange Marketplace license, regardless of whether any such auction results in a purchase order, provided that an auction resulting in a purchase order shall only be counted against the Annual Transaction Volume once.

Application Module: is defined as a Program used by You on a single or multiple computers.

$M in Application Annual Revenue: is defined as one million U.S. Dollars excluding taxes processed through the licensed Program. For Oracle Self-Service E-Billing products, the Annual Revenue is equivalent to the total invoiced amount for all company accounts that have at least one enrolled user per billing period.

Application Developed: is defined as a software Program developed by You that operates on smart-phones and/or other end user devices and that (i) provides end users with access to content or (ii) provides end users with end user transaction enablement or (iii) otherwise enables use by end users of functions available through the Oracle run-time Program.

Application User: is defined as an individual authorized by You to use the applicable licensed application Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time. If You license the Oracle Self Service Work Request option in conjunction with Oracle Enterprise Asset Management, You are required to maintain licenses for the equivalent number of Application Users licensed and You are granted unlimited access to initiate work requests, view work request status and view scheduled completion dates for Your entire employee population. Application Users licensed for Oracle Order Management are allowed to manually enter orders directly into the Programs but any orders entered electronically from other sources must be licensed separately. For Oracle Sourcing, Oracle Fusion Sourcing, Oracle iSupplier Portal, Oracle Fusion Supplier Portal, Oracle Services Procurement, PeopleSoft eSupplier Connection, PeopleSoft Strategic Sourcing, PeopleSoft Supplier Contract Management and JD Edwards Supplier Self Service Programs, use by Your external suppliers is included with Your application user licenses. For the purposes of the Oracle Financial Services Operational Risk Solution Program, employees who are just contributing information to the Program via the applicable user interface shall not be counted as application users.

Application Read-Only User: is defined as an individual authorized by You to run only queries or reports against the application Program for which You have also acquired non read-only licenses, regardless of whether the individual is actively using the Programs at any given time.

Case Report Form (CRF) Page: is defined as the "electronic equivalent" of what would be the total number of physical paper pages initiated remotely by the Program (measured explicitly in the Program as Received Data Collection Instruments) during a 12 month period. You may not exceed the licensed number of CRF Pages during any 12 month period unless You acquire additional CRF Page licenses from Oracle.

Chassis: is defined as a physical enclosure containing hardware. For the purposes of the following Programs: Oracle Fabric Manager and Oracle Fabric Monitor, only the chassis (a) that contain networking hardware and (b) that are managed by the Program must be counted for the purpose of determining the number of licenses required.

Client Application Loader Client: is defined as a device that receives its configuration from a client application server.

Collaboration Program User: is defined as an individual authorized by You to use the Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time. For the purposes of counting and licensing the number of Beehive Synchronous Collaboration users, a Collaboration Program User within Your company is defined as a user able to initiate, or host, a web conference and also participate in a web conference; all participants in the web conference external to Your company and attending a web conference are not required to be licensed.

Compensated Individual: is defined as an individual whose compensation or compensation calculations are generated by the Programs. The term Compensated Individual includes, but is not limited to, Your employees, contractors, retirees, and any other Person.

Computer: is defined as the computer on which the Programs are installed. A Computer license allows You to use the licensed Program on a single specified computer. For the purposes of Computer licenses for the Oracle Health Science Integration Engine Program, a communication point is an interface to an input system (e.g., a clinical laboratory system in a hospital or healthcare setting) or to an output system (e.g., a healthcare data repository).

5 Concurrent Users: is defined as five concurrent users where each Concurrent User is an individual who is authorized by You to access the Program concurrently with other individuals at any given time.

Concurrent Connection: is defined as each connection to a Serduct/Datalink. A Serduct/Datalink is defined as an interface that renders the Infor software operable for use with Micros Applications.

Concurrent User: is defined as each individual that may concurrently use or access the Programs. Concurrent Users shall be only customers or prospective customers of Yours, and shall not be business partners, or employees of Yours.

Connected Device: is defined as each unique device (a) that transmits data to or receives data from Oracle application Programs or Oracle cloud services and (b) that does not require any human interaction or human input to execute Oracle application business logic or to update Oracle application tables. Devices include, but are not limited to, sensors, meters, RFID readers, and barcode scanners. Devices may be connected directly to Oracle application Programs or Oracle cloud services, or may be connected indirectly to Oracle application Programs or Oracle cloud services through a gateway device or a third-party communications service. A device may be uniquely identified as being the endpoint of communication of data to or from an Oracle application Program or an Oracle cloud service, or may be uniquely identified by its explicit registry with an Oracle application Program or an Oracle cloud service.

Connected Instance: is defined as the configuration between Oracle Policy Automation Connector for Oracle CRM On Demand and the Oracle CRM On Demand instance's web service endpoint. For each Oracle CRM On Demand instance so configured, an additional Connected Instance is required.

Connector: is defined as each connector connecting the software product with a third party product. A unique connector is required for each distinct third party product that the software product is required to interface.

Connector Pack: is defined as a collection of connectors as specified in the Program Documentation for the applicable Connector Pack. There is no limitation on the number of physical servers on which any of the connectors in the pack may be copied, installed and used.

SM Cost of Goods Sold: is defined as one million U.S. Dollars in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to You then Cost of Goods Sold shall be equal to 75% of total company revenue.

CPU: is defined as a chip that contains a collection of one or more cores on which the Program is running. Regardless of the number of cores, each chip counts as 1 CPU.

Custom Suite User: is defined as an individual authorized by You to use the application Programs included in the applicable Custom Applications Suite which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time.

Customer: is defined as the customer entity specified on Your order. The Programs may not be used or accessed for the business operations of any third party, including but not limited to Your customers, partners, or Your affiliates. There is no limitation on the number of computers on which such Programs may be copied, installed and used.

Customer Account: is defined as each unique Customer Account, designated by a unique account number, for which the billing information is managed or displayed using the Program, regardless of the number of individual account holders associated with such accounts.

Oracle Customer Data & Device Retention Service: is defined as a service for which the description may be found in the Technical Support Policies section (Oracle Hardware and Systems Support Policies) at www.oracle.com/contracts and which is incorporated by reference.

Customer Record: is defined as each unique Customer Record (including contact records, prospect records and records in external data sources) that You may access using the Program.

10,000 Daily Average Transactions: is defined as ten thousand unique transactions (including but not limited to sales transactions, return transactions, exchange transactions, loyalty transactions, deal transactions, gift card transactions, inventory transactions, petty cash transactions, and administrative transactions) that are processed by the Program in a single 24 hour period. The daily transaction volume is calculated as the daily average over the prior 12 month period.

Developer User / Developer / Developer Seat: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. With respect to Developer Users only, such users may create, modify, view and interact with the Programs and documentation.

Disk Drive: is defined as a spinning media device that stores data accessed by the Program.

Electronic Order Line: is defined as the total number of distinct order lines entered electronically into the Oracle Program from any source (not manually entered by licensed users) during a 12 month period. This includes order lines originating as external EDI/XML transactions and/or sourced from other Oracle and non-Oracle applications. You may not exceed the licensed number of order lines during any 12 month period.

Employee: is defined as (i) all of Your full-time, part-time, temporary employees, and (ii) all of Your agents, contractors and consultants who have access to, use, or are tracked by the Programs. The quantity of the licenses required is determined by the number of Employees and not the actual number of users. In addition, if You elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the Programs.

Employee for HCM: is defined as (i) all of Your full-time, part-time, temporary employees, and (ii) all of Your agents, contractors and consultants who have access to, use, or are tracked by the Programs. The quantity of the licenses required is determined by the number of Employees for HCM and not the actual number of users. In addition, if You elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Employees for HCM: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the Programs. Employees for HCM may only use the licensed Programs with Oracle application Programs that contain "Oracle Fusion Human Capital Management" as a prefix in the Program name.

Employee User: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the Programs at any given time.

Enterprise Employee: is defined as (i) all of Your full-time, part-time, temporary employees, and (ii) all of Your agents, contractors and consultants who have access to, use, or are tracked by the Programs. The quantity of the licenses required is determined by the number of Enterprise Employees and not the actual number of users. In addition, if You elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Enterprise Employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the Programs. The value of these Program licenses is determined by the number of Enterprise Employees. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the number of Enterprise Employees as of the effective date of Your order. If at any time the number of Enterprise Employees exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Employees is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Employees. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise Employees as of such date.

Enterprise Full Time Equivalent (FTE) Student: is defined as any full-time student enrolled in Your institution and any part-time student enrolled in Your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on Your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements. The value of these Program licenses is determined by the number of Enterprise FTE Students. For these Program licenses, the licensed quantity purchased must, at a minimum, be equal to the number of Enterprise FTE Students as of the effective date of Your order. If at any time the number of Enterprise FTE Students exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise FTE Students is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise FTE Students. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise FTE Students as of such date.

Enterprise Trainee: is defined as an employee, contractor, student or other person who is being recorded by the Program. The value of these Program licenses is determined by the number of Enterprise Trainees. For these Program licenses, the licensed quantity purchased must, at a minimum, be equal to the number of Enterprise Trainees as of the effective date of Your order. If at any time the number of Enterprise Trainees exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Trainees is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Trainees. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise Trainees as of such date.

Enterprise $M in Cost of Goods Sold: Enterprise $M Cost of Goods Sold is defined as one million U.S. Dollars in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to You then Cost of Goods Sold shall be equal to 75% of total company revenue. The value of these Program licenses is determined by the amount of Enterprise $M Cost of Goods Sold. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise $M Cost of Goods Sold as of the effective date of Your order. If at any time the amount of Enterprise $M Cost of Goods Sold exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise $M Cost of Goods Sold is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise $M Cost of Goods Sold. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise $M Cost of Goods Sold as of such date.

Enterprise $M in Freight Under Management: $M Freight Under Management is defined as one million U.S. Dollars of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by You, plus the cost of freight for shipments managed by You (e.g., You are not purchasing transportation services on behalf of Your clients but are providing transportation management services for Your clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to You with freight terms of prepaid). The value of these Program licenses is determined by the amount of Enterprise $M Freight Under Management. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise $M Freight Under Management as of the effective date of Your order. If at any time the amount of Enterprise $M Freight Under Management exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise $M Freight Under Management is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise $M Freight Under Management. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise $M Freight Under Management as of such date.

Enterprise $M in Operating Budget: is defined as one million U.S. Dollars of Your gross budget reflected in an audited statement from Your external accounting firm. The value of these Program licenses is determined by the amount of Enterprise $M in Operating Budget. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise $M in Operating Budget as of the effective date of Your order. If at any time the amount of Enterprise $M in Operating Budget exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise $M in Operating Budget is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise $M in Operating Budget. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise $M in Operating Budget as of such date.

Enterprise $M in Revenue: Enterprise $M in Revenue is defined as one million U.S. Dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by You during a fiscal year. The value of these Program

licenses is determined by the amount of Enterprise $M in Revenue. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise $M in Revenue as of the effective date of Your order. If at any time the amount of Enterprise $M in Revenue exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise $M in Revenue is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise $M in Revenue. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise $M in Revenue as of such date.

Expense Report: is defined as the total number of expense reports processed by Internet Expenses during a 12 month period. You may not exceed the licensed number of expense reports during any 12 month period.

Faculty User: is defined as an active teaching member of the faculty for an accredited academic institution; such user may only use the Programs for academic and non-commercial use.

Field Technician: is defined as an engineer, technician, representative, or other person who is dispatched by You, including the dispatchers, to the field using the Programs.

Flash Drive: is defined as a solid state media device that stores data accessed by the Program.

$M Freight Under Management: is defined as one million U.S. Dollars of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by You, plus the cost of freight for shipments managed by You (e.g., You are not purchasing transportation services on behalf of Your clients but are providing transportation management services for Your clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to You with freight terms of prepaid).

Full Time Equivalent (FTE) Student: is defined as any full-time student enrolled in Your institution and any part-time student enrolled in Your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on Your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements.

25,000 Gift Cards: is defined as twenty-five thousand value cards (gift or stored) that are generated by the Program during a 12 month period.

Guest Cabin: is defined as a guest cabin onboard a cruise ship managed by the Program. You must license the total number of Guest Cabins onboard each cruise ship managed by the Program and the licensed quantity of Guest Cabin licenses may not be shared across multiple cruise ships.

For the purposes of the Cruise Fleet Management, Cruise Crew Management, Cruise Materials Management HQ and Sub-HQ Programs, You must license the total number of Guest Cabins onboard all ships or vessels in the fleet that are managed by the Program.

Guest Room: is defined as the number of guest rooms managed by the Program.

For the purposes of the Oracle Hospitality Suite8 Interface Programs, a unique Guest Room license is required for each distinct product with which an Oracle Hospitality Suite8 Program is required to interface. For example, a customer requiring interfaces of an Oracle Hospitality Suite8 Program with three distinct products must have three separate Guest Room licenses.

Hosted Named User: is defined as an individual authorized by You to access the hosted service, regardless of whether the individual is actively accessing the hosted service at any given time.

Oracle Hospitality Consulting Services: are defined as services for which the description may be found in the Oracle Hospitality Global Business Unit ("Micros") Consulting Service Descriptions section at www.oracle.com/contracts and which is incorporated by reference.

Hospitality Suite: is defined as an entertainment space that typically includes, but is not limited to, a kitchenette, restroom, table and seats within an arena, stadium, concert venue or other venue that is managed by the Program.

Installation Services, Start-Up Packs and Configuration/Upgrade Services: is defined as a service(s) for which the description may be found in the Advanced Customer Support Services section at www.oracle.com/contracts and which is incorporated by reference.

Instance: is defined as a single database environment. Test, production, and development environments are considered three separate instances that must each be licensed.

For the purposes of the Oracle Banking API Infrastructure Program, Instance is defined as the environments (production and non-production) used to run the Oracle Banking API Program.

Interface: is defined as each interface connecting the Oracle Program with a third party product. A unique Interface license is required for each distinct third party product with which the Oracle Program is required to interface.

Inventory Location: is defined as a dedicated physical inventory space used by vendors to store their inventory within an arena, stadium, concert venue or other venue that is managed by the Program. Each dedicated physical inventory space must be counted as one Inventory Location.

1K Invoice Line: is defined as one thousand invoice line items processed by the Program during a 12 month period. You may not exceed the licensed number of 1K Invoice Lines during any 12 month period unless You acquire additional 1K Invoice Line licenses from Oracle.

IVR Port: is defined as a single caller that can be processed via the Interactive Voice Response (IVR) system. You must purchase licenses for the number of IVR Ports that represent the maximum number of concurrent callers that can be processed by the IVR system.

Oracle Java SE Subscription and Oracle Java SE Desktop Subscription: are defined as the right to use the specified Oracle Java SE Subscription Program(s) in accordance with the applicable metric and to receive Oracle Software Update License & Support (limited to the specified Oracle Java SE Subscription Program(s)), for the term specified on the ordering document. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in Your ordering document. If Your order was placed through the Oracle Store, then the effective date is the date Your order was accepted by Oracle. Oracle Software Update License & Support is provided under the Oracle Software technical support policies in effect at the time the services are provided. At the end of the specified subscription term, You may renew Your subscription, if available, at the then current fees for the applicable subscription. If You choose not to renew Your subscription, Your right to use the specified Oracle Java SE Subscription Program(s) will terminate and You must de-install the specified Oracle Java SE Subscription Program(s).

Kitchen Display Client: is defined as a device that is used to display and monitor the status of ordered items. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end.

Learning Credits: may be used to acquire education products and services offered in the Oracle University online catalogue posted at http://www.oracle.com/education under the terms specified therein. Learning credits may only be used to acquire products and services at the list price in effect at the time You order the relevant product or service, and may not be used for any product or service that is subject to a discount or a promotion when You order the relevant product or service. The list price will be reduced by applying the discount specified to You by Oracle. Notwithstanding anything to the contrary in the previous three sentences, learning credits may also be used to pay taxes, materials and/or expenses related to Your order; however, the discount specified above will not be applied to such taxes, materials and/or expenses. Learning credits are valid for a period of 12 months from the date Your order is accepted by Oracle, and You must acquire products and must use any acquired services prior to the end of such period. You may only use learning credits in the country in which You acquired them, may not use them as a payment method for additional learning credits, and may not use different learning credits accounts to acquire a single product or service or to pay related taxes, materials and/or expenses. Learning credits are non-transferable and non-assignable. You may be required to execute standard Oracle ordering materials when using learning credits to order products or services.

$M in Managed Assets: is defined as one million U.S. Dollars of the following total: (1) Book value of investment in capital leases, direct financing leases and other finance leases, including residuals, whether owned or managed for others, active on the Program, plus (2) Book value of assets on operating leases, whether owned or managed for others, active on the Program, plus (3) Book value of loans, notes, conditional sales contracts and other receivables, owned or managed for others, active on the Program, plus (4) Book value of non earning assets, owned or managed for others, which were previously leased and active on the Program,

including assets from term terminated leases and repossessed assets, plus (5) Original cost of assets underlying leases and loans, originated and active on the Program, then sold within the previous 12 months.

Managed Resource: is defined as an individual authorized by You to use the Programs which are installed on a single server or on multiple servers, regardless of whether the individual is actively using the Programs at any given time. In addition, Your employees, contractors, partners and any other individual or entity managed by the Programs shall be counted for the purposes of determining the number of Managed Resource licenses required.

Member Record: is defined as each unique customer loyalty Program Member Record managed by the Program. 100K Member Records shall mean one hundred thousand Member Records.

Merchandise: is defined as a unique item or SKU of a consumer good.

Module: is defined as each production database running the Programs.

Monitored User: is defined as an individual who is monitored by an Analytics Program which is installed on a single server or multiple servers, regardless of whether the individual is actively being monitored at any given time. Individual users who are licensed for an Analytics Program by either Named User Plus or Application User may not be licensed by Monitored User. For the purposes of the Usage Accelerator Analytics Program, every user of Your licensed CRM Sales application Program must be licensed. For the purposes of the Human Resources Compensation Analytics Program, all of Your employees must be licensed.

For the purpose of the following Oracle Governance, Risk, and Compliance applications: Application Access Controls Governor, Application Access Controls for E-Business Suite, Configuration Controls Governor, Configuration Controls for E-Business Suite, Transaction Controls Governor, Preventive Controls Governor, and Governance, Risk, and Compliance Controls Suite, the number of Monitored Users is equal to the total number of unique E-Business Suite users (individuals) being monitored by the Program(s), as created/defined in the User Administration function of E-Business Suite. Users of iProcurement and/or Self-Service Human Resources are excluded.

For the purpose of the following PeopleSoft Enterprise Governance, Risk, and Compliance applications: Application Access Controls Governor, Application Access Controls for PeopleSoft Enterprise, Configuration Controls Governor, and Configuration Controls for PeopleSoft Enterprise, the number of Monitored Users is equal to the total number of unique PeopleSoft Enterprise (or any other custom applications / Programs) users (individuals) that the Program monitors.

MySQL Cluster Carrier Grade Edition Annual Subscription, MySQL Enterprise Edition Annual Subscription and MySQL Standard Edition Annual Subscription: are defined as the right to use the specified Program(s) in accordance with the applicable license metric and to receive Oracle Software Update License & Support for the specified Program(s) and for MySQL Community Edition for the term specified on the order. MySQL Community Edition refers to MySQL that is licensed under the GPL license. Software Update License & Support for MySQL Community Edition does not include updates of any kind. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in Your ordering document. If Your order was placed through the Oracle Store, then the effective date is the date Your order was accepted by Oracle. Oracle Software Update License & Support services are provided under the applicable technical support policies in effect at the time the services are provided. You must obtain a subscription license for all servers where MySQL Cluster Carrier Grade Edition, MySQL Enterprise Edition and/or MySQL Standard Edition are deployed. If You obtain Oracle Software Update License & Support services for any servers where MySQL Community Edition is deployed, then You must also purchase a subscription license for all of such servers for which You have obtained Oracle Software Update License & Support services. You may obtain Oracle Software Update License & Support services for the MySQL Community Edition subscription licenses at any level (e.g., at the MySQL Cluster Carrier Grade Edition level, at the MySQL Enterprise Edition level and/or at the MySQL Standard Edition level). At the end of the specified term, You may renew Your subscription, if available, at the then current fees for the applicable subscription. If You choose not to renew Your subscription, Your right to use the Program(s) will terminate and You must de-install all applications, tools, and binaries provided to You under the applicable non-Community Edition license (e.g., the license for MySQL Cluster Carrier Grade Edition, MySQL Enterprise Edition and/or MySQL Standard Edition). If You do not renew a subscription, You will not receive any updates (including patches or subsequent versions) and You may also be subject to reinstatement fees if You later choose to reactivate Your subscription.

Named User Plus: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. A non human operated device will be counted as a named user plus in addition to all individuals authorized to use the Programs, if such devices can access the

Programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. You are responsible for ensuring that the named user plus per processor minimums are maintained for the Programs contained in the user minimum table in the licensing rules section; the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

For the purposes of the following Programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Management Pack for Non-Oracle Middleware and Management Pack for WebCenter Suite, only the users of the Program that is being managed/monitored are counted for the purpose of determining the number of Named User Plus licenses required.

With respect to the following Programs: Load Testing, Load Testing Developer Edition, Load Testing Accelerator for Web Services, Load Testing Accelerator for Oracle Database, Load Testing Suite for Oracle Applications and Oracle Test Starter Kit for Utilities (Load Testing), each emulated human user and non human operated device shall be considered as a virtual user and shall be counted for the purpose of determining the number of Named User Plus licenses required.

For the purposes of the following Programs: Data Masking and Subsetting Pack, only the users of the database servers where masked data or data subsets originate must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Application Management Suite for Oracle E-Business Suite, Application Management Suite for PeopleSoft, Application Management Suite for Siebel, Application Management Suite for JD Edwards EnterpriseOne, Real User Experience Insight and Application Replay Pack, all users of the respective managed application Program must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate and Oracle GoldenGate for Oracle Applications, only (a) the users of the Oracle database from which You capture data and (b) the users of the Oracle database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate for Big Data, only the users of the source Oracle or non Oracle database(s) or NoSQLrepositories from which You capture data must be counted for the purpose of determining the number of licenses required. For any messaging systems from which you capture data, every queue/topic is counted as a user. For multiple source databases, NoSQL repositories, or messaging systems, all users for all sources must be counted.

For the purposes of the following Programs: Oracle GoldenGate for Mainframe and Oracle GoldenGate for Teradata Replication Services, only (a) the users of the database from which You capture data and (b) the users of the database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate for Non Oracle Database only (a) the users of the Non Oracle database from which You capture data and (b) the users of the Non Oracle database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Data Integrator Enterprise Edition and Data Integrator Enterprise Edition for Oracle Applications, only the users that are running or accessing the data transformation processes must be counted for determining the number of licenses required.

For the purposes of the following Programs: Oracle Mobile Suite Client Runtime and Mobile Application Framework, only the end users of each Application Developed must be counted for the purposes of determining the number of licenses required, regardless of the choice of the mobile application development tool or the framework used to build the Application Developed.

For the purposes of the following Program: Audit Vault and Database Firewall, only users of the sources which are protected, monitored or audited must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Java SE Desktop Subscription, the term "server" refers to a desktop computer.

Network Device: is defined as the hardware and/or software whose primary purpose is to route and control communications between computers or computer networks. Examples of network devices include but are not limited to, routers, firewalls and network load balancers.

Non Employee User - External: is defined as an individual, who is not Your employee, contractor or outsourcer, authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the Programs at any given time.

Oracle Financing Contract: is a contract between You and Oracle (or one of Oracle's affiliates) that provides for payments over time of some or all of the sums due under Your order.

Order Line: is defined as the total number of order entry line items processed by the Program during a 12 month period. Multiple order entry line items may be entered as part of an individual customer order or quote and may also be automatically generated by the Oracle Configurator. You may not exceed the licensed number of Order Lines during any 12 month period unless You acquire additional Order Line licenses from Oracle.

1,000 Page Views: is defined as 1,000 Page Views per Month, where one Page View means one visit by a unique internet user to a particular page on a website.

Partner Organization: is defined as an external third party business entity that provides value-added services in developing, marketing and selling Your products. Depending upon the type of industry, partner organizations play different roles and are recognized by different names such as reseller, distributor, agent, dealer or broker.

Person: is defined as Your employee or contractor who is actively working on behalf of Your organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Project Resource Management, a person is defined as an individual who is scheduled on a project. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

Physical Server: is defined as each physical server on which the Programs are installed.

PIN Entry Device (PED): is defined as an electronic hardware device that is used in a debit, credit or smart card-based transaction to accept and encrypt the cardholder's personal identification number (PIN).

Ported Number: is defined as the telephone number that end users retain as they change from one service provider to another. This telephone number originally resides on a telephone switch and is moved into the responsibility of another telephone switch.

POS Client: is defined as a device that is used to record any part of a sales transaction or related end-user functionality such as workstation reporting, cash management, engagement, table management, or manager operations. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end.

For the purposes of the Oracle Hospitality Guest Access POS and Device Client Program, a POS Client is a guest access control method that includes, but is not limited to, turnstiles, gates and swing doors that are managed by the Program. For each guest access control method, both entrance and exit points must be counted for the purposes of determining the number of licenses required. For example, each turnstile must be counted as two POS Clients (one for entrance and one for exit).

Processor: shall be defined as all processors where the Oracle Programs are installed and/or running. Programs licensed on a processor basis may be accessed by Your internal users (including agents and contractors) and by Your third party users. The number of required licenses shall be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the Oracle Processor Core Factor Table which can be accessed at http://oracle.com/contracts. All cores on all multicore chips for each licensed Program are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle Programs with Standard Edition 2, Standard Edition One or Standard Edition in the product name (with the exception of WebCenter Enterprise Capture Standard Edition, Java SE Subscription, Java SE Support, Java SE Advanced, and Java SE Suite), a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

For example, a multicore chip based server with an Oracle Processor Core Factor of 0.25 installed and/or running the Program (other than Standard Edition One Programs or Standard Edition Programs) on 6 cores would require 2 processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50, which is then rounded up to the next whole number, which is 2). As another example, a multicore server for a hardware platform not specified in the Oracle Processor Core Factor Table installed and/or running

the Program on 10 cores would require 10 processor licenses (10 multiplied by a core processor licensing factor of 1.0 for 'All other multicore chips' equals 10).

For the purposes of the following Program: Oracle Healthcare Data Repository, only the processors on which Internet Application Server Enterprise Edition and Healthcare Transaction Base Programs are installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: iSupport, iStore and Configurator, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed Program (e.g., iSupport, iStore and/or Configurator) are running must be counted for the purpose of determining the number of licenses required for the licensed Program; under these licenses You may also install and/or run the licensed Program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running.

For the purposes of the following Programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Management Pack for Non-Oracle Middleware and Management Pack for WebCenter Suite, only the processors on which the Program that is being managed/monitored are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Data Masking and Subsetting Pack, only the processors running the database servers where masked data or data subsets originate must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Application Management Suite for Oracle E-Business Suite, Application Management Suite for PeopleSoft, Application Management Suite for Siebel, Application Management Suite for JD Edwards EnterpriseOne, Application Management Pack for Utilities and Application Management Pack for Taxation and Policy Management, all processors on which the middleware and/or database software that support the respective managed application Program are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Application Replay Pack and Real User Experience Insight, all processors on which the middleware software that supports the respective managed application Program are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Informatica PowerCenter and PowerConnect Adapters, and Application Adapter for Warehouse Builder for PeopleSoft, Oracle E-Business Suite, Siebel, and SAP, only the processor(s) on which the target database is running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Data Integrator Enterprise Edition, Data Integrator Enterprise Edition for Oracle Applications, Data Integrator and Application Adapter for Data Integration and Application Adapters for Data Integration, only the processor(s) where the data transformation processes are executed must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: In-Memory Database Cache, only the processors on which the Times Ten In-Memory Database component of the In-Memory Database Cache Program is installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate and Oracle GoldnGate for Oracle Applications, only (a) the processors running the Oracle database from which You capture data and (b) the processors running the Oracle database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Oracle GoldenGate for Mainframe and Oracle GoldenGate for Teradata Replication Services, only (a) the processors running the database from which You capture data and (b) the processors running the database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate for Non Oracle Database, only (a) the processors running the non Oracle database from which You capture data and (b) the processors running the non Oracle database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Oracle GoldenGate Application Adapters, only the processors running the source Oracle or non Oracle database(s) from which You capture data must be counted for the purpose of determining the number of licenses required. For multiple source databases, all processors for all sources must be counted.

For the purpose of the following programs: Oracle GoldenGate for Big Data, only the processors running the source Oracle or non Oracle database(s) or NoSQL repositories from which you capture data must be counted for the purpose of determining the number of licenses required. For any messaging systems from which you capture data, every 25 queues/topics are counted as a Processor. In the instance of multiple source databases, NoSQL repositories, or messaging systems, all processors for all sources must be counted.

For the purposes of the following Program: Audit Vault and Database Firewall, only the processors of the sources which are protected, monitored or audited must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle ATG Web Commerce Search, only the processors on which queries are processed must be counted. You do not need to count processors on which the Program is running for indexing content in configured content sources as long as the foregoing is the only use of the Program on all the processors installed in a given server.

Project: is defined as a scheduled stage gate process plan in operation.

Property: is defined as a location with a single physical address.

500,000 Queries Per Day: is defined as five hundred thousand queries from midnight to the next midnight (e.g., a day) to the production MDEX engine, including but not limited to: text searches; changes to facet (refinement); and page up/down through results (any text box query, change in facet selection, change in results viewed). Queries that can be reasonably shown to be generated via malicious intent, such as Denial of Service attacks, are not counted against the number of licensed queries. You may also use the programs for non-production uses, including but not limited to development, quality assurance, and performance testing.

$M in Revenue: is defined as one million U.S. Dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by You during a fiscal year.

$M Revenue Under Management: is defined as one million U.S. Dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by You during a fiscal year for the product lines for which the Programs are used.

Record: The Customer Hub B2B is a bundle that includes two components, Siebel Universal Customer Master B2B and Oracle Customer Data Hub. For the purposes of the Customer Hub B2B application, record is defined as the total number of unique customer database records stored in the Customer Hub B2B application (i.e., stored in a component of Customer Hub B2B). A customer database record is a unique business entity or company record, which is stored as an account for the Siebel Universal Customer Master B2B product or as an organization for the Oracle Customer Data Hub product.

The Customer Hub B2C is a bundle that includes two components, Siebel Universal Customer Master B2C and Oracle Customer Data Hub. For the purposes of the Customer Hub B2C application, record is defined as the total number of unique customer database records stored in the Customer Hub B2C application (i.e., stored in a component of Customer Hub B2C). A customer database record is a unique consumer (i.e., physical person) record, which is stored as a contact for the Siebel Universal Customer Master product or as a person for the Oracle Customer Data Hub product.

The Product Hub is a bundle that includes two components, Siebel Universal Product Master and Oracle Product Information Management Data Hub. For the purposes of the Product Hub application, record is defined as the total number of unique product database records stored in the Product Hub application (i.e., stored in a component of Product Hub). A product database record is a unique product component or SKU stored in the MTL_SYSTEM_ITEMS table with an active or inactive status and does not include any instance items (i.e. *-star items) or organization assignments of the same item.

For the purposes of the Case Hub Program a record is defined as the total number of unique case database records stored in the Case Hub Program. A case database record is a unique request or issue requiring investigation or service stored in S_CASE table with an active or inactive status.

For the purposes of the Site Hub Program a record is defined as the total number of unique site database records stored in the RRS_SITES_B table of the Site Hub Program. A site database record is a unique site (e.g., an asset, a building, part of a building (such as a store or a franchise within a store, an ATM, etc.)) stored in the Site Hub Program.

For the Programs listed above, please see the application licensing prerequisites as specified in the Applications Licensing Table which may be accessed at http://oracle.com/contracts for the grant and restrictions of the underlying Oracle technology.

For the purposes of the Oracle Data Relationship Management Program, a record is defined as the unique occurrence of any business object or master data construct that You choose to manage within the Program. Records may describe any number of enterprise information assets, commonly referred to as base members, including but not limited to cost centers, ledger accounts, legal entities, organizations, products, vendors, assets, locations, regions or employees. Additionally, a record may also be a summary object, commonly referred to as a rollup member, that either summarizes base members or describes hierarchical information associated with underlying base members. Records represent unique occurrences and they do not include any duplicates or shared references that may be essential for master data management purposes.

For the purposes of the Supplier Lifecycle Management and Supplier Hub Programs, a record is defined as a unique business entity or company record stored as Supplier in the AP_SUPPLIERS table of the Supplier Lifecycle Management and Supplier Hub Programs.

For the purposes of the Life Sciences Customer Hub Program, a record is defined as the number of unique customer database records stored in such Program. A customer database record is a unique physician (i.e., physical person) record which is stored as a contact for the Oracle Life Sciences Customer Hub Program.

1000 Records: is defined as 1000 cleansed records (i.e., rows) that are output from a production data flow of the Data Quality for Data Integrator Program.

Registered User: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. Registered Users shall be business partners and/or customers and shall not be Your employees.

250,000 Requests Per Day: is defined as two hundred fifty thousand requests from midnight to the next midnight (e.g., a day) in the production systems. Requests that can be reasonably shown to be generated via malicious intent, such as Denial of Service attacks, are not counted against the number of licensed requests. You may also use the Program for non-production uses, including but not limited to development, quality assurance, and performance testing.

For the purposes of the following Program: ATG Web Commerce, requests for the full ATG pipeline at the ATG DynamoHandler in the Servlet Pipeline made by web browsers or via web service calls in the production systems, including, but not limited to: JSP page requests; Ajax requests; REST service requests; SOAP service requests; web service calls by native mobile applications, rich front end applications or other integrated external systems must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: WebCenter Sites for Oracle ATG Web Commerce, requests to the production WebCenter Sites or production WebCenter Sites Satellite Server Programs for page or page fragments, JSP page requests, REST service requests, SOAP service requests or web service calls by browsers or external application must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Endeca Experience Manager, requests at the production Assembler and Presentation API, including but not limited to: any page request for Experience Manager; any single submitted query for the Search Engine (text box queries, selection or changes in facet selection); page requests by an application (e.g. ATG Web Commerce); direct requests from web browsers; web service calls by native mobile applications, rich front end applications or other integrated external systems must be counted for the purpose of determining the number of licenses required.

Retail Register: is defined as any device designed to record any part of a sales transaction.

For purposes of the Oracle Retail Xstore Office Program, the licensed quantity purchased must at a minimum be equal to or greater than the number of Retail Registers on which the Oracle Retail Xstore Point of Service Program is installed and/or running.

Retail Store: is defined as any location where two or more people are employed to generate revenue by selling goods and services to customers.

Retail Wireless Device: is defined as a detached device that accesses the Program. Examples of wireless devices include but are not limited to, scanners, RF devices, PDAs.

Revenue Center: is defined as a logical reporting as configured within a Location. For example, a restaurant that keeps its reports and configuration separate from its bar and its room service would require 3 Revenue Center licenses (one for the restaurant, one for the bar and one for room service).

RosettaNet Partner Interface Processes® (PIPs®): are defined as business processes between trading partners. Preconfigured system-to-system XML-based dialogs for the relevant E-Business Suite Application(s) are provided. Each preconfigured PIP includes a business document with the vocabulary and a business process with the choreography of the message dialog.

Rule Set: is defined as a data rules file containing content for a given country in order to perform data quality functions optimized for that country.

Server: is defined as the computer on which the Programs are installed. A Server license allows You to use the licensed Program on a single specified computer.

For the purposes of Acme Packet Programs, a Server in a virtual environment is defined as a virtual machine image.

Service Order Line: is defined as the total number of service order entry line items processed by the Program during a 12 month period. Multiple service order entry line items may be entered as part of an individual customer service order or quote. You may not exceed the licensed number of Service Order Lines during any 12 month period unless You acquire additional Service Order Line licenses from Oracle.

1,000 Sites: is defined as one thousand unique sites added to Multi-Site Quotes created during a 12 month period. Sites added to Multi-Site Quotes are listed as records in the Site Characteristics View and the Billing Group View of a Multi-Site Quote. A Site record is uniquely defined by its Service Account and Service Point fields. A single Site (as defined by its Service Account and Service Point fields Site) that is added to multiple Multi-Site Quotes created during a 12-month period shall be only counted once.

Socket: is defined as a slot that houses a chip (or a multi-chip module) that contains a collection of one or more cores. Regardless of the number of cores, each chip (or multi-chip module) shall count as a single socket. All occupied sockets on which the Program is installed and/or running must be licensed.

Oracle Solaris Premier Subscription for Non-Oracle Hardware per socket: is defined as the right to use the Oracle Solaris Programs (as defined below) on hardware not manufactured by or for Sun/Oracle, and to receive Oracle Premier Support for Operating Systems services (limited to the Oracle Solaris Programs), for the term specified in the ordering document. "Oracle Solaris Programs" refers to the Oracle Solaris operating system and the separately licensed third party technology (as defined below). The Oracle Solaris Programs may contain third party technology. Oracle may provide certain notices to You in Program Documentation, "readme" files or the installation details in connection with such third party technology. Third party technology will be licensed to You either under the terms of the agreement, or if specified in the Program Documentation, "readme" files, or the installation details, under separate license terms ("separate terms") and not under the terms of the agreement ("separately licensed third party technology"). Your rights to use such separately licensed third party technology under the separate terms are not restricted in any way by the agreement. The Oracle Solaris Programs may include or be distributed with certain separately licensed components that are part of Java SE ("Java SE"). Java SE and all components associated with it are licensed to You under the terms of the Oracle Binary Code License Agreement for the Java SE Platform Products, and not under the agreement. A copy of the Oracle Binary Code License Agreement for the Java SE Platform Products can be found at www.oracle.com/contracts.

This subscription is available only for a server that is certified by Oracle and listed on the Hardware Compatibility List (HCL) at http://www.oracle.com/webfolder/technetwork/hcl/index.html. You must obtain a subscription license for each socket in the server. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in Your ordering document. If Your order was placed through the Oracle Store, then the effective date is the date Your order was accepted by Oracle. Oracle Premier Support for Operating System services are provided under the applicable technical support policies in effect at the time the services are provided. At the end of the specified term, You may renew Your subscription, if available, at the then current fees for this subscription.

If Your order specifies "1 – 4 socket server" then You may only use the subscription on a server with not more than 4 sockets. If Your order specifies "5+ socket server" then You may use the subscription for servers with any number of sockets.

Store: is defined as a physical store location which sells goods or services that utilize one Point-of-Sale (POS) system. If a physical store location has multiple POS systems, then each POS system must be counted as a Store.

Stream: is defined as a concurrent backup or restore job to a tape, disk or cloud target. For tape targets (which would be a physical tape drive (e.g., T10000D or LTO6) or a virtual tape drive), each configured tape drive within the Oracle Secure Backup domain must be counted for determining the number of licenses required. For disk targets, each concurrent job defined per Oracle Secure Backup disk pool must be counted for determining the number of licenses required. For Cloud based targets utilizing the Oracle Secure Backup Cloud Module, each parallel Recovery Manager (RMAN) channel must be counted for determining the number of licenses required.

Subscriber: is defined as (a) a working telephone number for all wireline devices; (b) a portable handset or paging device that has been activated by You for wireless communications and paging; (c) a residential drop or a nonresidential device serviced by a cable provider; or (d) a live connected utility meter. The total number of Subscribers is equal to the aggregate of all types of Subscribers. If Your business is not defined in the primary definition of Subscriber above, Subscriber is defined as each U.S. $1,000 increment of Your gross annual revenue as reported to the SEC in Your annual report or the equivalent accounting or reporting document.

Suite: is defined as all the functional software components described in the product documentation.

Sun Ray Device: is defined as the Sun Ray computer on which the Program is running.

System: is defined as a single configuration environment. Test, production, and development configurations are considered three separate systems that must each be licensed.

Tape Drive: is defined as mechanical devices used to sequentially write, read and restore data from magnetic tape media. Typically used, but not limited to, data protection and archival purposes, tape drives are deployed either as a standalone unit(s) or housed within a robotic tape library. Examples of tape drive include but are not limited to, Linear Tape Open (LTO), Digital Linear Tape (DLT), Advanced Intelligent Type (AIT), Quarter-Inch Cartridge (QIC), Digital Audio Tape (DAT), and 8mm Helical Scan. For cloud based backups, Oracle counts each parallel stream or Recovery Manager (RMAN) channel as equivalent to a tape drive.

Tape Library Slot: is defined as a physical slot location within a tape library where each slot accepts a single tape cartridge.

Technical Support

For purposes of the ordering document, technical support consists of annual technical support services You may have ordered for the Programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated in this agreement, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported Programs during the period for which fees for technical support have been paid. You should review the policies prior to entering into the ordering document for the applicable services. You may access the current version of the technical support policies at http://oracle.com/contracts.

Technical support is effective upon the effective date of the ordering document unless otherwise stated in Your order. If Your order was placed through the Oracle Store, the effective date is the date Your order was accepted by Oracle.

Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with Your order may be renewed annually and, if You renew SULS for the same number of licenses for the same Programs, for the first and second renewal years the fee for SULS will not increase by more than 4% over the prior year's fees. If Your order is fulfilled by a member of Oracle's partner Program, the fee for SULS for the first renewal year will be the price quoted to You by Your partner; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees.

If You decide to purchase technical support for any license within a license set, You are required to purchase technical support at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if You agree to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support

policies. If You decide not to purchase technical support, You may not update any unsupported Program licenses with new versions of the Program.

Telephone Number: is defined as each unique telephone number for which the billing information is managed or displayed using the Program, regardless of the number of individual account holders associated with such telephone numbers.

Terabyte: is defined as a terabyte of computer storage space used by a storage filer equal to one trillion bytes.

$B in Total Assets: is defined as one billion U.S. dollars of Your latest published or internally available "Total Asset Value" as disclosed in Your annual report and/or regulatory filings.

Trainee: is defined as an employee, contractor, student or other person who is being recorded by the Program.

Transaction: is defined as each set of interactions that is initiated by an application user recorded by Oracle Enterprise Manager to capture availability and performance metrics used in calculating service levels. For example, the following set of interactions would represent one transaction: login, search customer, log out.

Transaction Services Client: is defined as a device that is used to receive data from an external source to record a sales transaction (e.g., a device in a coffee shop that is used by customers to enter their sandwich orders). If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end.

For the purposes of the Oracle Hospitality Simphony Transaction Services Program, devices that are used to send property or revenue center configuration to an external source must be counted as Transaction Services Clients. For example, if a digital signage provider wants to display menu item information (e.g., price, name, etc.) on a menu board behind the counter and the menu board system requests that a device provides a list of the menu items and prices that are available for purchase, then that device must be licensed as Transaction Services Client.

UPK Developer: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. UPK Developers may create, modify, view and interact with simulations and documentation.

UPK Module: is defined as the functional software component described in the product documentation.

Video Wrapper: is defined as a standardized container that acts as a file system for video assets installed per site. Examples of video wrapper formats include GXF, MXF, OP1A, AVI, Quicktime and LXF.

Wireless handset: is defined as a mobile communications device such as a mobile telephone, PDA, or paging device, that has as primary functions wireless voice communications and data services provided through a service provider.

Workstation: is defined as the client computer from which the Programs are being accessed, regardless of where the Program is installed.

Term Designation

1, 2, 3, 4, 5 Year Terms: A Program license specifying a 1, 2, 3, 4 or 5 Year Term shall commence on the effective date of the order and shall continue for the specified period. At the end of the specified period the Program license shall terminate.

Licensing Rules for Oracle Technology Programs and Oracle Business Intelligence Applications

Failover: Subject to the conditions that follow below, Your license for the Programs listed on the US Oracle Technology Price List, which may be accessed at http://www.oracle.com/us/corporate/pricing/price-lists/index.html, includes the right to run the licensed Program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two days). The above right only applies when a number of machines are arranged in a cluster and share one disk array. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, You must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. In addition, only one failover node per clustered environment is at no charge for up to ten separate days even if multiple nodes are configured as failover. Downtime for maintenance purposes counts towards the ten separate days limitation. When licensing options on a failover environment, the options must match the number of licenses of the associated database. Additionally, when licensing by Named User Plus, the user minimums are waived on one failover node only. Any use beyond the right granted in this section must be licensed separately. In a failover environment, the same license metric must be used for the production and failover nodes when licensing a given clustered configuration.

Testing: For the purpose of testing physical copies of backups, Your license for the Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One) includes the right to run the database on an unlicensed computer for up to four times, not exceeding 2 days per testing, in any given calendar year. The aforementioned right does not cover any other data recovery method - such as remote mirroring - where the Oracle Program binary files are copied or synchronized.

You are responsible for ensuring that the following restrictions are not violated:

- Oracle Database Standard Edition 2 may only be licensed on servers that have a maximum capacity of 2 sockets. When used with Oracle Real Application Clusters, Oracle Database Standard Edition 2 may only be licensed on a maximum of 2 one-socket servers. In addition, notwithstanding any provision in Your Oracle license agreement to the contrary, each Oracle Database Standard Edition 2 database may use a maximum of 16 CPU threads at any time. When used with Oracle Real Application Clusters, each Oracle Database Standard Edition 2 database may use a maximum of 8 CPU threads per instance at any time. If You purchase Named User Plus (NUP) licenses, You must maintain a minimum of 10 NUP per server.
- If you are licensing the Oracle database Program, you may not cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of data formats included in or produced by that Program; the foregoing includes a prohibition on reverse engineering of code, data structures, file formats or memory formats included in or produced by that Program or use of any tools or products that have been derived from the reverse engineering of that Program or those data formats.
- Exadata Database In-Memory may only be used on Exadata Database Machines and Oracle Superclusters.
- Exadata Multitenant may only be used on Exadata Database Machines and Oracle Superclusters.
- WebLogic Server Standard Edition does not include WebLogic Server Clustering.
- Business Intelligence Standard Edition One can only be licensed on servers that have the ability to run a maximum of 2 sockets. The data sources for BI Server and BI Publisher are limited to the included Oracle Standard Edition One, one other database, and any number of flat file sources such as CSV, and XLS. You may use Oracle Warehouse Builder Core ETL to pull data from any number of data sources but You must use only the included Oracle Standard Edition One as the target database.
- Informatica PowerCenter and PowerConnect Adapters may not be used on a standalone basis or as a standalone ETL tool. The Informatica PowerCenter and PowerConnect Adapters may be used with any data source provided the target(s) are: (i) the Oracle Business Intelligence applications Programs (excluding Hyperion Enterprise Performance Management Applications), (ii) the underlying platforms on which the Oracle Business Intelligence Extended Edition Program, Oracle Business Intelligence Standard Edition One or associated components of those Business Intelligence applications Programs run, or (iii) a staging database for any of the foregoing. Informatica PowerCenter and PowerConnect Adapters may also be used where the Oracle Business Intelligence applications Programs (excluding Hyperion Enterprise Performance Management Applications) are the source and non-Oracle Business Intelligence application Programs are the target, provided, that users do not use Informatica PowerCenter and PowerConnect Adapters to transform the data.
- With respect to the Java SE Advanced and Java SE Suite Programs, You may not create, modify, or change the behavior of, or authorize Your users to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax" "sun" or "oracle" or any variation of the aforementioned naming conventions. The installation and auto-update processes for these Programs transmit a limited amount of data to Oracle (or its service provider) about those specific processes to help Oracle understand and optimize them. Oracle does not associate the data with personally identifiable information. You can find more information about the data Oracle collects at http://oracle.com/contracts. Additional copyright notices and license terms applicable to portions of the Programs are set forth at http://oracle.com/contracts.

- Programs that contain "for Oracle Applications" in the Program name are limited use Programs. These limited use Programs may only be used with "eligible" Oracle application Programs that contain the following prefixes in the Program name: Oracle Fusion, Oracle Communications*, Oracle Documaker, Oracle Endeca*, Oracle Knowledge, Oracle Media, Oracle Retail*, Oracle Enterprise Taxation*, Oracle Tax, Oracle Utilities*, Oracle Financial Services*, Oracle FLEXCUBE, Oracle Reveleus, Oracle Mantas, Oracle Healthcare*, Oracle Health Sciences, Oracle Argus, Oracle Legal, Oracle Insurance, Oracle Primavera, Oracle Hospitality, Oracle XBRi, and Oracle Relate. For those prefixes designated above with a "*" not all Programs with that prefix are eligible for use with the "for Oracle Applications" limited use Programs. For a list of excluded Programs please review the Applications Licensing Table, which may be accessed at http://oracle.com/contracts. Notwithstanding anything above, Oracle Business Intelligence Suite Extended Edition for Oracle Applications may only be used with "eligible" Oracle application Programs that contain "Oracle Fusion Human Capital Management" as a prefix in the Program name provided that the Oracle Fusion Human Capital Management Programs are the only Programs configured to run against the database instance Oracle Business Intelligence Suite Foundation Edition for Oracle Applications may also be used with the Oracle Product Information Management Analytics, Fusion Edition, Oracle Customer Data Management Analytics, Fusion Edition and Oracle Product Lifecycle Analytics Programs. Oracle Business Intelligence Suite Foundation Edition for Oracle Applications may also be used with the following Programs provided that the Oracle Fusion Applications are the only data source: Oracle Sales Analytics, Fusion Edition; Oracle Partner Analytics, Fusion Edition; Oracle Supply Chain and Order Management Analytics; Oracle Financial Analytics, Fusion Edition; Oracle Procurement and Spend Analytics, Fusion Edition; Oracle Human Resources Analytics, Fusion Edition and Oracle Project Analytics. Any use of limited use Programs containing "for Oracle Applications" by other Oracle applications or third party applications is not permitted.
- Oracle BPEL Process Manager Option for Oracle Applications may be used only to enable business processes, workflow interactions and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and, other Oracle Applications or third party applications are allowed as long as they are enabled/initiated within the eligible Oracle Applications. Business Processes defined in BPEL are allowed as long as at least one of the services invoked from within the Business Process access an eligible Oracle Application either natively (via Web Services) or via an adapter.
- Oracle Business Intelligence Suite Foundation Edition for Oracle Applications may be used only to perform query, reporting and analysis against a transaction database, data warehouse or an Essbase OLAP cube if: (i) the transaction database is an eligible Oracle Applications transaction database itself or an extraction, in whole or in part, of an eligible Oracle Applications transaction database, without transformation (query, reporting and analysis against a transaction database that is not an eligible Oracle Applications transaction database requires a full use license of Oracle Business Intelligence Suite Foundation Edition); or (ii) the data warehouse is a pre-packaged eligible Oracle Applications data warehouse, with any customizations necessary to reflect customizations made in the eligible Oracle Applications, and restricted only to the eligible Oracle Applications sources (query, reporting and analysis against extensions to the data warehouse drawn from source systems not supported by the pre-packaged data warehouses require a full use license of Oracle Business Intelligence Suite Foundation Edition); or (iii) the dimensions of each Essbase OLAP Cube are sourced from eligible Oracle Applications.
- Oracle WebLogic Suite for Oracle Applications may be used only as an embedded runtime for eligible Oracle Applications or to deploy customizations to an eligible Oracle Application. The WebLogic global datasource or one of the WebLogic application datasources must be configured to access the schema of an eligible Oracle Application.
- Data Integrator Enterprise Edition for Oracle Applications may only be used with the Oracle supplied data integration jobs and customization of the supplied jobs is allowed. For the avoidance of doubt, examples of uses that are not permitted include, but are not limited to, the following: adding new jobs that support different applications, new schemas, or previously unsupported application modules.
- Oracle SOA Suite for Oracle Applications may be used only to enable integration, business processes, workflow interactions and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and other non-eligible Oracle Applications or third party applications are allowed as long as they are either initiated or terminated within eligible Oracle Applications. Usage of SOA composites (including but not limited to Rules, Mediator, XSLT transforms, BPEL processes, Spring components, Workflow services and OWSM security policies) is allowed as long as at least one of the services invoked from within each composite accesses an eligible Oracle Application either natively (via Web services) or via an adapter and the invocation is part of a flow that is either initiated or terminated within eligible Oracle Applications. Oracle Service Bus (OSB) usage is allowed as long as each service deployed accesses an eligible Oracle Application either natively (via Web services) or via an adapter.
- Oracle WebCenter Portal for Oracle Applications may be used only to surface eligible Oracle Application(s) and custom applications (collectively, "eligible applications"). Surfacing any third-party applications, including other applications from Oracle, requires a license for Oracle WebCenter Portal. Multiple eligible applications may be surfaced in a single portal instance provided that a WebCenter Portal for Oracle Applications license exists for each eligible application surfaced in the portal. WebCenter Portal for Oracle Applications may be used to integrate the various WebCenter services (e.g., wikis, blogs, and discussions) into an application context, as well as to build out custom workflows and notifications between the eligible application and WebCenter Portal components. The content management features of the Oracle WebCenter Portal for Oracle

Applications Program may be used to store and manage documents created outside of the eligible application provided that such documents are related to the eligible application or to the application context.

- Oracle WebCenter Imaging for Oracle Applications may be used to create and modify imaging searches, to modify pre-packaged imaging application document types, and to create and modify input mappings to imaging applications. Oracle WebCenter Imaging for Oracle Applications may also be used to invoke web service application programming interfaces (API's) from Oracle Application workflows. A license for WebCenter Imaging for Oracle Applications is required to define new document types for the management of images unrelated to a pre-packaged Oracle Applications integration, to develop custom workflows, and to invoke APIs from custom workflows or custom application integrations.
- Oracle Identity and Access Management Suite Plus for Oracle Applications may be used only to perform associated actions for users of and within the eligible Oracle Applications. The Programs may be used to do the following: (1) add, delete, modify, and manage user identities and roles in the eligible Oracle Applications; (2) provide web access management and single sign-on into eligible Oracle Applications; (3) provide data storage or virtualization to data storage of user identities and user identity related information or authentication and authorization policies for eligible Oracle Applications; (4) provide federated single sign-on to eligible Oracle Applications.
- Oracle Coherence Enterprise Edition for Oracle Applications may only be used within the same Java Virtual Machine as the eligible Oracle Application components.
- Oracle GoldenGate for Oracle Applications may only be used with the Oracle supplied integration jobs. Customization of the Oracle supplied integration jobs is allowed if necessitated by (i) customizations of the source application or of the target application or (ii) for performance tuning of the GoldenGate configuration. Oracle GoldenGate for Oracle Applications may not be used (i) for data replication to non-Oracle databases or (ii) by other Oracle applications or (iii) by third party applications for any type of data integration or replication purposes. For the avoidance of doubt, examples of other uses that are not permitted include, but are not limited to, the following: replicating data to non-Oracle databases (including MySQL), adding new source or target schemas, adding unsupported application modules to source or target schemas, supporting other replication topologies (e.g., active-active or multi-master) or adding anything not supplied by Oracle.
- The license for the Hyperion Planning Plus Program includes a limited use license for the Oracle Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis Programs. Such limited use license means that the Oracle Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis Programs may only be used to access data from the Hyperion Planning Plus Program. The Oracle Data Integrator for Oracle Business Intelligence Program may be used to load data from any data source provided that the target database is the Hyperion Planning Plus Program. Specifically, the Oracle Essbase Plus Program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Planning Plus Program and the Aggregate Storage option component of the Oracle Essbase Plus Program may not be used.
- The license for the Hyperion Profitability and Cost Management Program includes a limited use license for the Oracle Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator for Business Intelligence Programs. Such limited use license means that the Oracle Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator for Business Intelligence Programs may only be used to access data from the Hyperion Profitability and Cost Management Program. Specifically, the Oracle Essbase Plus Program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Profitability and Cost Management Program and the Aggregate Storage option component of the Oracle Essbase Plus Program may not be used.

If You purchase Named User Plus licenses for the Programs listed below, You must maintain 25 Named Users Plus per Processor:

- Oracle Database Enterprise Edition
- NoSQL Database Enterprise Edition
- Times Ten In-Memory Database
- Rdb Enterprise Edition
- CODASYL DBMS
- Data Integrator Enterprise Edition
- GoldenGate
- GoldenGate for Non Oracle Database
- GoldenGate for Mainframe
- GoldenGate Veridata
- GoldenGate for Teradata Replication Services
- GoldenGate for Big Data
- GoldenGate Foundation Suite
- Data Integrator Enterprise Edition for Oracle Applications

- GoldenGate for Oracle Applications
- Endeca Discovery Foundation for Oracle Applications

If You purchase Named User Plus licenses for the Programs listed below, You must maintain 10 Named Users Plus per Processor:

- Java SE Advanced
- Java SE Suite
- WebLogic Server Standard Edition
- WebLogic Server Enterprise Edition
- WebLogic Suite
- Web Tier
- Coherence Standard Edition One
- Coherence Enterprise Edition
- Coherence Grid Edition
- TopLink and Application Development Framework
- GlassFish Server
- Internet Application Server Standard Edition*
- Internet Application Server Enterprise Edition*
- API Gateway
- BPEL Process Manager
- WebLogic Integration
- Service Registry
- Enterprise Repository
- Forms and Reports
- Managed File Transfer
- Tuxedo
- Event Processing
- SOA Suite for Non Oracle Middleware
- Unified Business Process Management Suite for Non Oracle Middleware
- Business Process Management Standard Edition
- Application Adapters
- Oracle E-Business Suite Adapter
- Integration Adapter for SAP R/3
- Integration Adapter for JD Edwards World
- Integration Adapter for Siebel
- Cloud Adapters
- B2B for RosettaNet
- B2B for EDI
- Healthcare Adapter
- B2B for ebXML
- WebCenter Suite Plus
- WebCenter Portal
- WebCenter Content
- WebCenter Sites
- WebCenter Sites Satellite Server
- WebCenter Universal Content Management
- WebCenter Imaging
- WebCenter Forms Recognition
- WebCenter Enterprise Capture
- WebCenter Distributed Capture
- WebCenter Real-Time Collaboration
- WebCenter Sites Mobile Option
- Enterprise Identity Services Suite

- Identity Governance Suite
- Access Management Suite Plus
- Entitlements Server
- Entitlements Server Security Module
- Beehive Enterprise Collaboration Server

*The Named User Plus Minimum does not apply if the Program is installed on a one-processor machine that allows for a maximum of one user per Program.

- If You purchase Named User Plus licenses for the Oracle Database Personal Edition Program, You may only have a maximum of one Named User Plus per database.

- If You purchase Named User Plus licenses for the Business Intelligence Standard Edition One Program, You may only have a maximum number of fifty Named User Plus licenses.

- You are responsible for ensuring compliance with the Technology Associated Program Matching Table which may be accessed at http://oracle.com/contracts.

Licensing Rules for Applications

- You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at http://oracle.com/contracts.

Licensing Rules for ATG Applications

- The Oracle ATG Web Commerce Business Intelligence Program and the Oracle ATG Web Commerce Business Intelligence Administrator Program may only be used in conjunction with either the Oracle ATG Web Commerce Program and/or the Oracle ATG Web Knowledge Manager Program. You may, however, expand Your data model to include other information provided the additional information supplements information is already included in the Oracle ATG Web Commerce Program or in the Oracle ATG Knowledge Manager Program.
- The Cognos BI Consumer Bundle is included in the Oracle ATG Web Commerce Business Intelligence Program and is comprised of (a) one (1) reporting engine for anonymous viewers consisting of no more than two (2) processors and four (4) total cores, (b) unlimited anonymous report viewer seat licenses, (c) one (1) Named BI Web Administrator seat license and one (1) Named BI Professional Report Author seat license. Any additional seat licenses must be licensed separately by purchase of Oracle ATG Web Commerce BI Administrator seat licenses at an additional cost and are not included in any enterprise-wide or similar license.

Licensing Rules for DIVA Programs

Failover: Subject to the conditions that follow below, Your license for the following Programs: Oracle DIVA Programs (Oracle DIVArchive Manager, Oracle DIVArchive Avid Connectivity, Oracle DIVArchive Application Filtering, Oracle DIVArchive Storage Plan Manager , Oracle DIVArchive Export / Import, and Oracle DIVArchive Automatic Data Migration) includes the right to run the licensed Program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two days). The above right only applies when a number of machines are connected to the disk cache or tape library, i.e., the machines are not in a clustered environment and the machines share a disk array or tape library. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, You must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. Downtime for maintenance purposes counts towards the ten separate days limitation. Any use beyond the right granted in this section must be licensed separately.

Licensing Rules for JD Edwards Applications

- The Foundation Program contains the development foundation environment/toolkit. You understand and acknowledge that any software Program developed with the functionality of the development foundation environment/toolkit is subject to the terms and conditions of this agreement. You will defend and indemnify Oracle against any claims by third parties for damages (including, without limitation, reasonable legal fees) arising out of any computer Programs generated by You utilizing the development tools included in the Programs. ORACLE DISCLAIMS ANY WARRANTY THAT THE DEVELOPMENT TOOLS INCLUDED IN THE PROGRAMS WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER PROGRAMS WILL BE ERROR FREE.

Licensing Rules for Oracle E-Business Suite Applications

- Please be advised that only a subset of the products included on an Applications NLS Supplement Media Pack have been translated. For existing supported customers, My Oracle Support has information on which products have been translated for the supported languages (https://support.oracle.com). For new or unsupported customers, please contact Your Oracle Account Manager for this information.
- The option Activity Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Field Service Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Marketing Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Sales Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Service Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Activity Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Field Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Marketing Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Privacy Management Policy Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Sales Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.

Licensing Rules for Oracle Hospitality Cruise Applications

- The Oracle Hospitality Data Foundation for Cruise Program may only be used with Oracle Hospitality Cruise Programs. New reports or customizations of the included reports are allowed. Integration to third party systems is only allowed via the Oracle Hospitality Interface Programs, data integration extracts and/or APIs. You may not add unsupported applications to the environments created with this Program. You are allowed to host data elements originating only from the Oracle Hospitality Programs in the schemas created with the use of this Program. You may not host any third party data elements.

Licensing Rules for Oracle Hospitality Food and Beverage Applications

- The Oracle Hospitality Technology Foundation for Food and Beverage Program may only be used with Oracle Hospitality Food and Beverage Programs. New reports or customizations of the included reports are allowed. Integration to third party systems is only allowed via the Oracle Hospitality Interface Programs, data integration extracts and/or APIs. You may not add unsupported applications to the environments created with this Program. You are allowed to host data elements originating only from the Oracle Hospitality Programs in the schemas created with the use of this Program. You may not host any third party data elements.

Licensing Rules for Oracle Hospitality Hotels Applications

- The Oracle Hospitality Technology Foundation Programs may only be used with Oracle Hospitality Hotel Programs. New reports or customizations of the included reports are allowed. Integration to third party systems is only allowed via the Oracle Hospitality Interface Programs, data integration extracts and/or APIs. You may not add unsupported applications to the environments created with this Program. You are allowed to host data elements originating only from the Oracle Hospitality Programs in the schemas created with the use of this Program. You may not host any third party data elements.
- The Oracle Hospitality OPERA 5 Property Standard Program is limited to 55 functions as defined in the Program Documentation.
- The Oracle Hospitality OPERA 5 Property Lite Program is limited to 30 functions as defined in the Program Documentation.
- The Oracle Hospitality Suite8 Property Resort Edition Program is limited to 30 functions as defined in the Program Documentation.

- The Oracle Hospitality Suite8 Property Small Business Edition Program is limited to 18 functions as defined in the Program Documentation.
- The following Programs may only be used with the Oracle Hospitality OPERA Programs: Oracle Hospitality Technology Foundation for Hotel Property Systems – OPERA 5 Premium, Oracle Hospitality Technology Foundation for Hotel Property Systems – OPERA 5 Standard, Oracle Hospitality Technology Foundation for Hotel Property Systems – OPERA 5 Lite and Oracle Hospitality Technology Foundation for Hotel Central Office Systems. New reports or customizations of the included reports are allowed. Integration to third party systems is allowed via the Oracle Hospitality Interface Programs only. You may not add new schemas or unsupported applications.
- You are responsible for ensuring compliance with the Hospitality Associated Program Matching Table which may be accessed at http://oracle.com/contracts.

Licensing Rules for PeopleSoft Applications

- Your use of the Campus Self Service and Student Administration components within the Campus Solutions Program is subject to the additional terms and conditions set forth in the INAS Software Supplement located at http://oracle.com/contracts.

Licensing Rules for Primavera Applications

- For the purposes of the following Primavera Programs: Earned Value Management, Evolve, SureTrak, Contractor and P3 Project Planner, You acknowledge that You have both read and understand the limited Software Update License & Support services that are available for these Programs, as described in Oracle's Technical Support Policies.
- For purposes of the Primavera SureTrak and Primavera P3 Project Planner Programs, You acknowledge that the agreement delivered to You with these Programs, and not the end user license agreement contained in the product installation, governs the end user's use of these Programs.
- For the purposes of the following Programs: Primavera P6 Enterprise Project Portfolio Management and Primavera P6 Enterprise Project Portfolio Management Web Services, developers and/or users (i) who are not already licensed for the Primavera P6 Enterprise Project Portfolio Management Program and (ii) who access (including through Access Points) applications, must be licensed for the Primavera P6 Enterprise Project Portfolio Management Web Services Program. "Access Points" includes, but is not limited to, third party, Oracle or custom versions of the following: interfaces, API's, web services and database links.
- For the purposes of the following Programs: Primavera Contract Management Web Services and Primavera Contract Management, developers and/or users (i) who are not already licensed for the Primavera Contract Management Program and (ii) who access (including through Access Points) applications, must be licensed for the Primavera Contract Management Web Services Program. "Access Points" includes, but is not limited to, third party, Oracle or custom versions of the following: interfaces, API's, web services and database links.

Licensing Rules for Oracle Retail Programs

- The Oracle Retail Technology Foundation for Store Applications Program may only be used with the Oracle Retail Point of Service Program, the Oracle Retail Back Office Program, the Oracle Retail XStore Point of Service Program and the Oracle Retail XStore Office Program. Any use of the Oracle Retail Technology Foundation for Store Applications Program by other Oracle Programs or third party programs is not permitted.

Licensing Rules for Siebel Applications

- For the Siebel Branch Teller Services Program, Siebel Internet Banking Services Program, Siebel Retail Finance Foundation Services Program and the Siebel Financial Transactions Workbench Program, You may use third party tools to (a) create materials or (b) modify the materials identified as Sample Screen Code and Process Templates in the Program Documentation, all in accordance with the Program Documentation, and provided that such materials or modified materials shall be used solely with Your licensed use of such Programs. You shall not limit in any way Oracle's right to develop, use, license, create derivative works of, or otherwise freely exploit the Programs, ancillary Programs, Program Documentation, or any other materials provided by Oracle, or to permit third parties to do so.
- The Siebel Details Program includes a license for 20 Concurrent Users that authorizes You to use the Program on only one Computer for a maximum of 20 Concurrent Users at any given time. A "Concurrent User" is defined as each individual that may concurrently use or access the Programs. Concurrent Users may only be Your existing customers or Your prospective customers, and may not be Your business partners or Your employees.
- The Siebel Marketing Server Program is licensed on a Computer basis together with the number of unique Customer Records that You may access using the Program. A "Customer Record" is defined as each unique Record (including contact records, prospect records and records in external data sources) that You may access using the Program.

- The Siebel Pharma Marketing Server is licensed on the basis of the number of unique Customer Records that You may access using the Program together with the number of Brands that You may manage using the Program. A "Brand" is defined as a named product offering that corresponds to a specific molecular entity, including multiple dosage forms and multiple strengths for the same molecular entity.
- The Siebel Pricing Claims Server-Up to 20 Application Users is licensed on a Computer basis with a limitation on the number of Application Users. An "Application User" is defined as an individual authorized by You to use the applicable licensed application Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time.
- The users or processors of the Siebel Web Channel Program may access a maximum of 15 Objects. An "Object" is defined as each data entity within the Business Object Layer of the Programs that is defined in the Siebel Tools Program.
- The Siebel Data Quality License may only be used with Oracle Master Data Management or Oracle CRM deployments.

Licensing Rules for Systems Software Programs

Failover: Subject to the conditions that follow below, Your license for the following Programs: StorageTek QFS, StorageTek QFS Client, Oracle Hierarchical Storage Manager, StorageTek Automated Cartridge System Library Software (ACSLS), includes the right to run the licensed Program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two days). The above right only applies when a number of machines are connected to the disk cache or tape library, i.e., the machines are not in a clustered environment and the machines share a disk array or tape library. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, You must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. Downtime for maintenance purposes counts towards the ten separate days limitation. Any use beyond the right granted in this section must be licensed separately.

Licensing Rules for Programs Licensed per UPK Module

- Oracle grants to You a non-exclusive, nontransferable license for Your UPK Developer(s) to: (i) use those User Productivity Kit ("UPK") Programs licensed as UPK modules (collectively referred to as "UPK content") only as necessary to create and provide training solely for Employee and/or Application Users to use the underlying Programs for Your benefit; (ii) make an unlimited number of copies of the UPK content only as necessary to create and provide training solely to Employees and/or Application Users to use the underlying Programs for Your benefit; and (iii) develop modifications and customizations to the UPK content, if applicable, all subject to the terms and conditions set forth in this agreement, provided all copyright notices are reproduced as provided on the original. You represent and warrant that You have a valid license for the underlying Program(s). You are prohibited from reselling or distributing the UPK content to any other party or using the UPK content other than as explicitly permitted in this agreement. Oracle represents that the UPK content and any content created by You using the UPK content contains valuable proprietary information. Oracle retains title to all portions of the UPK content and any copies thereof. You shall use UPK content modifications created by You solely for Your internal use in accordance with the terms of this agreement. You may provide access to and use of the UPK content only to those third parties that are licensed as Application Users and that: (a) provide services to You concerning Your use of the UPK content; (b) have a need to use and access the UPK content; and (c) have agreed to substantially similar non-disclosure obligations imposed by You as those contained in this agreement. Application and Employee User(s) of UPK Programs may view and interact with simulations and documentation but may not create or modify simulations or documentation.

Licensing Rules for MySQL Programs

- The MySQL Programs may contain third party technology. Oracle may provide certain notices to You in Program Documentation, "readme" files or the installation details in connection with such third party technology. Third party technology will be licensed to You either under the terms of the agreement, or if specified in the Program Documentation, "readme" files, or the installation details, under separate license terms ("separate terms") and not under the terms of the agreement ("separately licensed third party technology"). Your rights to use such separately licensed third party technology under the separate terms are not restricted in any way by the agreement.

EXHIBIT C

APPLICATIONS LICENSING TABLE
http://www.oracle.com/us/corporate/contracts

Oracle reserves the right to periodically change the information presented on the website provided above. All information on this website is provided "as-is" without warranty of any kind, either express or implied.

EXHIBIT D
ORACLE CLOUD SERVICES TERMS AND CONDITIONS

EXHIBIT D



ORACLE CLOUD SERVICES US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS
v041818

THESE ORACLE CLOUD SERVICES US COMMUNITIES ("USC") SUPPLEMENTAL TERMS AND CONDITIONS ("CLOUD STCS") SHALL APPLY TO THE ORACLE CLOUD SERVICES THAT YOU ORDER FROM THE CONTRACT HOLDER (THE "CONTRACTOR"). THESE CLOUD STCS SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN ANY NON-ORACLE ORDER OR ORDERING DOCUMENTION. THESE CLOUD STCS ARE CONSIDERED PART OF THE SCHEUDLE OF SUPPLIES/SERVICES IN YOUR ORDER TO THE CONTRACT.

A. Definitions

"You" and "Your" refers to the ordering activity that has ordered Oracle Services from an authorized distributor ("Contractor") under the Contract.

The term "Contract" refers to the Contractor's US Communities contract.

The term "Oracle Software" means any software agent, application or tool that Oracle makes available to You for download specifically for the purpose of facilitating Your access to, operation of, and/or use with, the Services.

The term "Program Documentation" refers to the user manuals, help windows, readme files for the Services and any Oracle Software. You may access the documentation online at http://oracle.com/contracts or such other address specified by Oracle.

The term "Service Specifications" means the following documents, as applicable to the Services under Your order: (a) the Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement described in these Cloud STCs; (b) Oracle's privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order as required by the Contractor. The following do not apply to any non-Cloud Oracle service offerings acquired in Your order, such as professional services: the Cloud Hosting and Delivery Policies, Program Documentation, and the Data Processing Agreement. The following do not apply to any Oracle Software: the Cloud Hosting and Delivery Policies, Oracle service descriptions, and the Data Processing Agreement.

The term "Third Party Content" means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data. Third party content includes third-party sourced materials accessed or obtained by Your use of the Services or any Oracle-provided tools.

The term "Users" means for Services, those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with these Cloud STCs and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers, or other third parties to access the Services to interact with You, such third parties will be considered "Users" subject to the terms of these Cloud STCs and Your order.

The term "Your Content" means all software, data (including Personal Data as that term is defined in the Data Processing Agreement), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services. Services under these Cloud STCs, Oracle Software,

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other Oracle products and services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content". Your content includes any Third Party Content that is brought by You into the Services, by Your use of the Services or any Oracle provided tools.

B. Use of Services

Upon Contractor's acceptance of Your order, Oracle will make the Oracle services listed in Your order (the "Services") available to You pursuant to these Cloud STCs and Your order. Except as otherwise stated in these Cloud STCs or Your order, You have the non-exclusive, worldwide, limited right to use the Services during the period defined in Your order (the "Service Period"), solely for Your internal business operations. You may allow Your Users to use the Services for this purpose and You are responsible for Your Users' compliance with these Cloud STCs and the order.

The Service Specifications describe and govern the Services. During the Services Period, Oracle may update the Services and Service Specifications (with the exception of the Data Processing Agreement as described below) to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content. Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Services; (c) perform or disclose any performance or vulnerability testing of the Services without Oracle's prior written approval, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Services; or (d) use the Services to perform cyber currency or crypto currency mining ((a) through (d) collectively, the "Acceptable Use Policy"). In addition to other rights that Oracle has in these Cloud STCs and Your order, Oracle has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

C. Ownership Rights and Restrictions

You and Your licensors retain all ownership and intellectual property rights in and to Your Content. Oracle or its licensors retain all ownership and intellectual property rights to the Services, derivative works thereof, and to anything developed or delivered by or on behalf of Oracle under Your order.

You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

You grant Oracle the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with these Cloud STCs and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party except as permitted by these Cloud STCs or Your order.

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D. Term and Termination

Services shall be provided for the Services Period defined in Your order, unless earlier suspended or terminated in accordance with these Cloud STCs. These Cloud STCs will continue to govern any order for the duration of the Services Period of such order.

If You order Services that are designated in the Service Specifications or Your order as Services that will be automatically extended, such Services will NOT automatically be extended for an additional Services Period of the same duration. To extend the Services, You must provide Contractor with written notice no later than thirty (30) days prior to the end of the applicable Services Period of Your intention to renew such Services and You execute an order modification or enter into a new order to renew such Services. The preceding sentence shall not apply if Contractor provides You with written notice no later than ninety (90) days prior to the end of the applicable Services Period of its intention not to renew such Services.

Oracle may suspend Your or Your Users' access to, or use of, the Services if Oracle believes that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; or (c) there is a violation of the Acceptable Use Policy. When reasonably practicable and lawfully permitted, Oracle will provide You with advance notice of any such suspension. Oracle will use reasonable efforts to re-establish the Services promptly after Oracle determines that the issue causing the suspension has been resolved. During any suspension period, Oracle will make Your Content (as it existed on the suspension date) available to You. Any suspension under this paragraph shall not excuse You from Your obligation to make payments under these Cloud STCs or Your order.

If Oracle, the Contractor, or You breach a material term of Your order, including these Cloud STCs, and fails to correct the breach within 30 days of written specification of the breach, then a nonbreaching party may terminate the order under which the breach occurred. If Contractor terminates the order as specified in the preceding sentence, You must pay within thirty (30) days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such order plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching parties may agree in their sole discretion to extend the thirty (30) day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under Your order or Your contract (including these Cloud STCs) with Contractor, You may not use those Services ordered

You may terminate the Contract or Your order at any time without cause by giving Contractor 30 days' prior written notice of such termination. Termination of the Contract will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if the Contract and these Cloud STCs were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of the Contract.

For a period of no less than 60 days after the end of the Services Period of an order, Oracle will make Your Content (as it existed at the end of the Services Period) available for retrieval by You. At the end of such 60-day retrieval period, and except as may be required by law, Oracle will delete or otherwise render unrecoverable any of Your Content that remains in the Services. Oracle's data deletion practices are described in more detail in the Service Specifications.

Provisions in these Cloud STCs that survive termination or expiration of the Contract are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

E. Fees and Taxes

Fees paid for Services performed are non-refundable, except as provided in these Cloud STCs or Your order. Fees for Services offerings are invoiced in arrears of the service performance. Fees for Services listed in an order are exclusive of taxes and expenses.

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You agree and acknowledge that You have not relied on the future availability of any services, programs or updates in executing Your order; however, the preceding does not relieve Oracle of its obligation during the Services Period to deliver services that You have ordered per the terms of these Cloud STCs.

F. Nondisclosure

By virtue of Your order and these Cloud STCs, Oracle, the Contractor and You may disclose to each other information that is confidential ("Confidential Information"). Confidential information shall be limited to the terms and pricing under these Cloud STCs and Your order, Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

Subject to applicable law, Oracle, the Contractor and You each agree not to disclose each other's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, Oracle will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under these Cloud STCs, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law. Oracle will protect the confidentiality of Your Content resident in the Services in accordance with the Oracle security practices defined as part of the Service Specifications applicable to Your order.

The parties acknowledge and agree that You and these Cloud STCs are subject to applicable freedom of information or open records law. Should You receive a request under such law for Oracle's Confidential Information, You agree to give Oracle adequate prior notice of the request and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

G. Protection of Your Content

In order to protect Your Content provided to Oracle as part of the provision of the Services, Oracle will comply with the following:

a. the relevant Oracle privacy policies applicable to the Services ordered, available at http://www.oracle.com/us/legal/privacy/overview/index.html; and

b. the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at http://www.oracle.com/us/corporate/contracts/cloud-services/index.html.

To the extent Your Content includes Personal Data (as that term is defined in the Data Processing Agreement), Oracle will furthermore comply with the applicable version of the *Oracle Data Processing Agreement for Oracle Cloud Services* (the "Data Processing Agreement"), unless stated otherwise in Your order. The version of the Data Processing Agreement applicable to Your order (a) is available at http://www.oracle.com/dataprocessingagreement and is incorporated herein by reference, and (b) will remain in force during the Services Period of Your order. In the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (including any applicable Oracle privacy policies), the terms of the Data Processing Agreement shall take precedence.

You are responsible for (a) any required notices, consents and/or authorizations related to Your provision of, and Oracle's processing of, Your Content (including any Personal Data) as part of the Services, (b) any

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security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by You or Your Users of the Services in a manner that is inconsistent with the terms of these Cloud STCs. You may disclose or transfer, or instruct Oracle to disclose or transfer in writing, Your Content to a third party, and upon such disclosure or transfer, Oracleis no longer responsible for the security, integrity or confidentiality of such content outside of Oracle.

Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to or different from those specified in the Service Specifications. If available for the Services, You may purchase additional services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security or data protection requirements applicable to such sensitive or special data You seek to include in Your Content.

H. Warranties, Disclaimers and Exclusive Remedies

For the sake of clarity, this is Oracle's warranty; nevertheless, it shall be accessed by You through the Contractor.

Oracle warrants that during the Services Period, Oracle will perform Services using commercially reasonable care and skill in all material respects as described in the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide written notice to Oracle that describes the deficiency in the Services (including, as applicable, the service request number notifying Oracle of the deficiency in the Services).

ORACLE DOES NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT ORACLE WILL CORRECT ALL SERVICE ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. ORACLE IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORAMCNE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERIVCES THAT CAUSED THE BREACH OF THE WARRANTY, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND ORACLE WILL REFUND TO CONTRACTOR THE FEES FOR THE DEFICIENT SERVICES THAT CONTRACTOR PAID TO ORACLE FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT, AND CONTRACTOR WILL IN TURN REFUND TO YOU THE FEES FOR THE DEFICIENT SERVICES THAT YOU PAID TO CONTRACTOR FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

I. Limitation of Liability

IN NO EVENT SHALL YOU, THE CONTRACTOR, ORACLE OR ANY PARTY'S AFFILIAITES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXAMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER YOUR ORDER), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION. CONTRACTOR'S MAXIMUM LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO YOUR ORDER, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO CONTRACTOR FOR THE SERVICES UNDER YOUR ORDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE

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EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED BY YOUR FROM CONTRACTOR UNDER SUCH ORDER.

IN NO EVENT SHALL THE AGGREGATE LIABLITY OF ORACLE AND ORACLE'S AFFILIATES ARISING OUT OF OR RELATED TO THESE CLOUD STCS OR YOUR ORDER, WHETHER IN CONTRACT, TORT OR OTHERWISE EXCEED THE TOTAL AMOUNTS ACTUALLY PAID TO ORACLE FOR THE SERVICES UNDER YOUR ORDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED BY CONTRACTOR FROM ORACLE UNDER SUCH ORDER.

J. Intellectual Property Indemnification

If a third party makes a claim against You or Oracle ("Recipient" which may refer to You or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively "Material") furnished by either You or Oracle ("Provider" which may refer to You or Oracle depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense will, to the extent not prohibited by law, defend the Recipient against the claim and indemnify Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider if Recipient does the following:

a. notifies the Provider promptly in writing, not later than 30 days after Recipient receives notice of the claim (or sooner if required by applicable law);
b. gives the Provider sole control of the defense and any settlement negotiations; and
c. gives the Provider the information, authority, and assistance Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund the fees the Recipient may have paid for such Material. If such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may upon 30 days prior written notice, terminate the order. If such Material is third party technology and the terms of the third party license do not allow Oracle to terminate the license, then Oracle may, upon 30 days' prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

The Provider will not indemnify the Recipient if the Recipient (a) alter the Material or use it outside the scope of use identified in the Provider's user documentation or Service Specifications, or (b) uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon Material not furnished by the Provider. Oracle will not indemnify You to the extent that an infringement claim is based on third Party Content or any Material from a third party portal or other source that is accessible or make available to Your within or by the Services (e.g. a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from a third party data providers, etc.

This Section J provides the parties' exclusive remedy for any infringement claims or damages.

K. Third Party Content, Services and Websites

The Services may enable You to link to, transmit Your Content or Third Party Content to, or otherwise access, third parties' web sites, platforms, content, products, services, and information ("Third Parties Services"). Oracle does not control and is not responsible for Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if Oracle accesses

or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by You and not by Oracle.

Any Third Party Content Oracle makes accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. You acknowledge and agree that Oracle is not responsible for, and has no obligation to control, monitor, or correct, Third Party Content. Oracle disclaims all liabilities arising from or related to Third Party Content.

You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with third parties such as Facebook™, YouTube™ and Twitter™, etc., depend on the continuing availability of such third parties' respective application programming interfaces (APIs). Oracle may update, change or modify the Services under the Contract, as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by Oracle in its sole discretion, Oracle may cease providing access to the affected Third Party Content or third party services without any liability to You or the Contractor. Any changes to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under the Contract, these Cloud STCs or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

L. Service Monitoring, Analyses and Oracle Software

Oracle continuously monitors the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses (i) and (ii) are collectively referred to as "Service Analyses"). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify You or any individual. Oracle retains all intellectual property rights in Service Analyses.

Oracle may provide You with the ability to obtain certain Oracle Software for use with the Services. If Oracle provides Oracle Software to You and does not specify separate terms for such software, then such Oracle Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use such Oracle Software, subject to the terms of these Cloud STCs and Your order (except for separately licensed elements of the Oracle Software, which separately licensed elements are governed by the applicable separate terms), solely to facilitate Your use of the Services. You may allow Your Users to use the Oracle Software for this purpose, and You are responsible for their compliance with the license terms. Your right to use Oracle Software will terminate upon the earlier of Oracle's notice (by web posting or otherwise) or the end of these Services associated with the Oracle Software. Notwithstanding the foregoing, if Oracle Software is licensed to You under separate terms, then Your use of such software is governed by the separate terms. Your right to use any part of the Oracle Software that is licensed under

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the separate terms is not restricted in any way by these Cloud STCs.

M. Export

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Such export laws govern Your use of the Services (including technical data) and any services deliverables provided under Your order, and You and Oracle each agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

N. Force Majeure

Neither You, Contractor, nor Oracle shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. All parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either You, Contractor, or Oracle may cancel unperformed Services and affected orders upon written notice. This Section does not excuse any party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

O. Assignment

You may not assign Your order or give or transfer the Services, or an interest in the Services, to another individual or entity.

P. Other

1. Oracle is an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between You and Oracle or between Contractor and Oracle.

2. Oracle's business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as Oracle's subcontractor on an engagement ordered under these Cloud STCs and, if so, then only to the same extent as Oracle would be responsible for Oracle's resources under these Cloud STCs. The Contract (including these Cloud STCs) and Your order is entered exclusively between You and the Contractor. While Oracle has no contractual relationship with You, Oracle is a third-party beneficiary of the Contract (including these Cloud STCs) and Your order.

3. Any notice required under your order shall be provided to the other party, and Oracle, in writing. Oracle may give notices applicable to Oracle's Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You by electronic mail to Your e-mail address on record in Oracle's account information or by written communication sent by first class mail or pre-paid post to Your address on record in Oracle's account information.

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4. If any term of these Cloud STCs is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of these Cloud STCs.

5. Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to these Cloud STCs may be brought by any party more than two years after the cause of action has accrued.

6. Prior to entering into an order governed by these Cloud STCs, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

7. Upon forty-five (45) days written notice and no more than once every twelve (12) months, Oracle may audit Your compliance with the terms of these Cloud STCs and Your order. You agree to cooperate with Oracle's audit and to provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that (i) such security rules are applicable to the performance of the audit; (ii) You make such security rules available to Oracle prior to the commencement of the audit; and (iii) such security rules do not modify or amend the terms and conditions of these Cloud STCs or the applicable order(s). You shall be responsible for paying the additional fees related to use of the Services in excess of Your rights.

8. The Uniform Computer Transactions Act does not apply to these Cloud STCs nor any order placed pursuant to them.

9. The extent to which an Oracle product is, prior to any customizations, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as 'Section 508') effective as of June, 2001, or the Revised version in Appendix A (known as 'Revised Section 508') effective as of January, 2018 and the Web Content Accessibility Guidelines (WCAG) version 2.0 level AA, respectively, is indicated by the dependencies, comments and exceptions (some of which may be significant, if any) noted on the applicable Voluntary Product Accessibility Templates (VPAT) available at www.oracle.com/us/corporate/accessibility for each product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. In the event that no VPAT is available for a particular Oracle product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all. Oracle customers may call Oracle Support at 1.800.223.1711. Hearing-impaired customers in the U.S. who wish to speak to an Oracle Support representative may use a telecommunications relay service (TRS). Information about the TRS is available at http://www.fcc.gov/cgb/consumerfacts/trs.html, and a list of telephone numbers is available at https://www.fcc.gov/general/telecommunications-relay-services-directory. International hearing-impaired customers should use the TRS at +1.605.224.1837. An Oracle Support engineer will respond to technical issues according to the standard service request process. Oracle cannot make any commitments about future product directions, including plans to address accessibility or the availability of VPATs. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Services provided under these Cloud STCs.

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10. Internet Protocol version 6 (IPv6). Prior to any customizations, the Oracle product(s) and service(s) to be delivered pursuant to the Contract are capable of accommodating Internet Protocol version 6 (IPv6) solely to the extent defined and noted in the relevant product/service documentation available at oracle.com. Please note that such capabilities are subject to the dependencies, comments and exceptions (some of which may be significant, if any) noted in such documentation, and require that Oracle product(s) and service(s) are used in accordance with Oracle's associated documents and other written information and that any other products properly interoperate with them. If no relevant product/service documentation is found addressing IPv6, then Oracle makes no representations as to the capabilities of the product/service in question to accommodate IPv6. Oracle cannot make any commitments about future product directions, including plans to address IPv6. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements, requirements or any other such representations regarding or related to IPv6 shall apply to the Oracle products and services to be delivered pursuant to these Cloud STCs.

11. If any document incorporated by reference into these Cloud STCs contains a provision (a) allowing for the automatic termination of Your Services; or (b) allowing for the automatic renewal of Services and/or fees, then such terms shall not apply.

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~~ORACLE HARDWARE TERMS AND CONDITIONS~~

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ORACLE HARDWARE US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v041818

THESE ORACLE HARDWARE, PROGRAMS AND SERVICES US COMMUNITIES ("USC") SUPPLEMENTAL TERMS AND CONDITIONS ("HARDWARE STCs") SHALL APPLY TO THE ORACLE HARDWARE, PROGRAMS AND/OR SERVICES THAT YOU ORDER FROM THE CONTRACT HOLDER (THE "CONTRACTOR"). THESE HARDWARE STCSSHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN ANY NON-ORACLE ORDER OR ORDERING DOCUMENTION. THESE HARDWARE STCS ARE CONSIDERED PART OF THE SCHEDULE OF SUPPLIES/SERVICES IN YOUR ORDER TO THE CONTRACTOR.

A. Definitions

"You" and "Your" refers to the ordering activity that has ordered programs, hardware and/or services from an authorized distributor ("Contractor") under the contract.

The term "ancillary programs" refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.

The term "contract" refers to the Contractor's US Communities contract.

The term "integrated software" is defined as software embedded in the hardware which is essential to hardware functionality (e.g., firmware).

The term "integrated software options" refers to software or programmable code embedded in, installed on, or activated on the hardware that requires one or more unit licenses that You must separately order. Such separate order will set forth the fees for the integrated software options You are ordering. Not all hardware contains integrated software options; please refer to the Oracle Integrated Software Options License Definitions, Rules and Metrics, accessible at http://oracle.com/contracts (the "Integrated Software Options License Rules") for the specific integrated software options that may apply to specific hardware. Oracle reserves the right to designate new software features as integrated software options in subsequent releases and that designation will be specified in the applicable documentation and in the Integrated Software Options License Rules.

The term "operating system" refers to the software that manages hardware for programs and other software.

The term "products" refers to programs, hardware, integrated software and operating system.

The term "program documentation" refers to the program user manual and program installation manuals.

The term "programs" refers to the software products, owned or distributed by Oracle, which you have ordered, including program documentation, and any program updates acquired through technical support.

The term "services" refers to technical support services which you have ordered.

The term "hardware" refers to the hardware equipment, including components, options and spare parts.

The term "hardware documentation" refers to the hardware specifications, user manuals, and installation manuals. Hardware documentation is delivered with the hardware and/or provided online.

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B. Hardware Composition

Your hardware order consists of the following items: operating system (as defined in your configuration), integrated software and all hardware equipment (including components, options and spare parts) specified on the applicable order. The hardware equipment or parts of it may be new or like new.

C. Rights Granted

Upon Contractor's acceptance of your order, you have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in your order with Contractor), limited right to use the programs and receive any services you ordered solely for your internal ordering activity operations and subject to the terms of these Hardware STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with these Hardware STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation in such use. For programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed.

You have the right to use the operating system delivered with the hardware subject to the terms of the license agreement(s) delivered with the hardware. Current versions of the license agreement(s) are located at http://oracle.com/contracts. You are licensed to use the operating system and any operating system updates acquired through technical support only as incorporated in, and as part of the hardware.

You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use integrated software options that You separately order subject to the terms of these Hardware STCs, the applicable documentation and the Integrated Software Options License Rules; the Integrated Software Options License Rules are incorporated in and made a part of these Hardware STCs. You are licensed to use those integrated software options and any integrated software options updates acquired through technical support only as incorporated in, and as part of, the hardware. To fully understand Your license right to any integrated software options that You separately order, You need to review the Integrated Software Options License Rules. In the event of any conflict between the Hardware STCs and the Integrated Software Options License Rules, the Integrated Software Options License Rules shall take precedence.

You have the limited, non-exclusive, royalty free, non-assignable right to use integrated software delivered with the hardware subject to the terms of these Hardware STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation. You are licensed to use such integrated software and any integrated software updates acquired through technical support only as incorporated in, and as part of the hardware.

The operating system and/or integrated software may include separate works, identified in a readme file, notice file, or the applicable documentation, which are licensed under open source or similar license terms; your rights to use the operating system and integrated software under such terms are not restricted in any way by these Hardware STCs. The appropriate terms associated with such separate works can be found in the readme files, notice files or in the documentation accompanying the operating system and integrated software.

For GPLv2, LGPLv2.1, GPLv3 and LGPLv3 licensed code received by you as binaries on physical media, if you would like to receive a copy of the source code ("source code") on media via postal service, submit your written request at <http://oss.oracle.com/systems-opensourcecode >. Alternatively, you can mail your written request to Oracle Corporation, Attn: VP of Legal, Development and Engineering, 500 Oracle Parkway, MS-5OP10, Redwood Shores, CA 94065. Your request should include the name and version number of the product, your name, your company name (if applicable), your return mailing address, and your email address. Certain source distributions require a fee for physical media. Should this be the case, you will be sent details on the cost and payment procedure via email. Your request must be sent within three (3) years of the date of Oracle's last delivery of the

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applicable product. This offer only applies if you received your operating system and/or integrated software on physical media.

The hardware shall be installed in the country that you specify as the delivery location on your purchasing document or when your purchasing document does not indicate a ship to address, the location specified in the order.

D. **Ownership and Restrictions**

Oracle or its licensors retain all ownership and intellectual property rights to the programs, the operating system, and integrated software. Oracle or its licensors retain all intellectual property rights to the hardware. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered under your order resulting from services. Unless otherwise stated in your order with Contractor, title to hardware, excluding the operating system, integrated software and any other programs, and risk of loss or damages to the hardware will pass from Oracle upon delivery in accordance with the relevant Incoterms 2010. Title to and ownership of the programs, the operating system and integrated software shall not pass to you or to a third party; title to and ownership of the programs, the operating system and integrated software shall remain with Oracle. You may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation or readme files or notice files. The parties acknowledge that the terms of the contract or these Hardware STCs do not apply to such third party technology.

The hardware is not specifically designed, manufactured, or intended for use as parts, components, or assemblies for the planning, construction, maintenance, or operation of a nuclear facility. Use of the hardware for these purposes is prohibited.

You acknowledge that to operate certain hardware your facility must meet a minimum set of requirements as described in the hardware documentation. Such requirements may change from time to time, as communicated by Oracle to you in the applicable hardware documentation.

You may not:

- use the programs in a rental, timesharing, subscription service, hosting or outsourcing capacity;
- remove or modify any program or hardware markings or any notice of Oracle's or its licensors' proprietary rights;
- remove any copyright notices or labels on the operating system or integrated software;
- make the programs, operating system, integrated software or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license, operating system, integrated software or materials from the services you have acquired);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the operating system, integrated software, or programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), operating system or integrated software;
- make copies of the operating system or integrated software except for archival purposes, to replace a defective copy, or for program verification; or
- disclose results of any program and/or hardware benchmark tests.

E. **Warranties, Disclaimers and Exclusive Remedies**

For the sake of clarity, this is the Oracle manufacturer's warranty; nevertheless, it shall be accessed by you through the Contractor.

Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year from delivery (i.e. via physical shipment or electronic

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download). You must notify Oracle of any program warranty deficiency within one year from delivery. **ORACLE DOES NOT GUARANTEE THAT (i) THE HARDWARE PRODUCTS, (ii) OPERATING SYSTEM AND INTEGRATED SOFTWARE, AND (iii) THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL HARDWARE PRODUCTS, OPERATING SYSTEM AND INTEGRATED SOFTWARE, AND PROGRAM ERRORS.**

Oracle provides a limited warranty ("Oracle Hardware Warranty") for (i) the hardware, (ii) the operating system and the integrated software and the integrated software options, and (iii) the operating system media, the integrated software media and the integrated software options media ("media", and (i), (ii) and (iii) collectively, "Hardware Items"). Oracle warrants that the hardware will be free from, and using the operating system and integrated software and integrated software options will not cause in the hardware, material defects in materials and workmanship for one year from the date the hardware is delivered to You. Oracle warrants that the media will be free from material defects in materials and workmanship for a period of 90 days from the date the media is delivered to You. You may access a more detailed description of the Oracle Hardware Warranty at http://www.oracle.com/us/support/policies/index.html ("Warranty Web Page"). Any changes to the Oracle Hardware Warranty specified on the Warranty Web Page will not apply to hardware or media ordered prior to such change. The Oracle Hardware Warranty applies only to hardware and media that have been (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by an Oracle-authorized distributor). The hardware may be new or like new. The Oracle Hardware Warranty applies to hardware that is new and hardware that is like-new which has been remanufactured and certified for warranty by Oracle.

Oracle hardware products may be new or like new. The Oracle Hardware Warranty applies to hardware products that are new and hardware products that are like-new which have been remanufactured and certified for warranty by Oracle.

You may access a more detailed description of the limited hardware warranty at http://www.oracle.com/us/support/policies/index.html ("the warranty web page"). Any changes to the hardware warranty details specified on the warranty web page will not apply to hardware ordered prior to such change.

Parts or components which are replaced under the applicable warranty may not be new. Title in all defective parts which are removed from the hardware under applicable warranty shall transfer back to Oracle.

No warranty will apply to the hardware products, operating system, integrated software or media which has been:

i. modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the hardware);
ii. maltreated or used in a manner other than in accordance with the relevant documentation;
iii. repaired by any third party in a manner which fails to meet Oracle's quality standards;
iv. improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;
v. used with equipment or software not covered by the warranty, to the extent that the problems are attributable to such use;
vi. relocated, to the extent that problems are attributable to such relocation;
vii. used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
viii. used by parties appearing on the most current U.S. export exclusion list;
ix. relocated to countries subject to U.S. trade embargo or restrictions;
x. used remotely to facilitate any activities in the countries referenced in (viii) and (ix) above; or
xi. purchased from any entity other than Oracle or an Oracle authorized reseller.

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This Oracle Hardware Warranty does not apply to normal wear of the hardware products or media. The Oracle Hardware Warranty is extended only to the original purchaser or original lessee of the hardware product and may be void in the event that title to the hardware product is transferred.

Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the deficient services.

To the extent not addressed in your order for the Hardware Products and media to which this Oracle Hardware Warranty applies, the following Limitations apply:

NEITHER ORACLE NOR YOU WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE ARISING OUT OF OR RELATED TO THIS WARRANTY HOWEVER THEY ARISE, WHETHER IN CONTRACT OR TORT, OR OTHERWISE.

YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY FOR BREACH OF WARRANTY SHALL BE: (A) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT, OR IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES PAID TO ORACLE FOR THE DEFFECTIVE PRODUCT; OR (B) THE REPERFORMANCE OF THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS; OR, (C) IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

F. Technical Support

Technical support consists of annual technical support services you may have ordered or will order for the programs and/or hardware, including support renewals. Support must be ordered pursuant to a valid End User License Agreement such as these Hardware STCs. With respect to technical support for software products, bug fixes, security fixes and any updates received shall be provided under the terms of the license agreement that You accepted upon ordering the programs.

If ordered, annual technical support (including first year and all subsequent years) for programs is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which technical support has been ordered. You should review the policies prior to entering into an order for the applicable services. You may access the current version of the technical support policies at http://www.oracle.com/us/support/policies/index.html. The technical support policies state that, "global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data." Accordingly, as stated in the technical support policies, You agree not to submit any health, payment card, or other controlled or sensitive data that require protections greater than those specified in the Oracle Global Customer Support Security Practices to Oracle as part of any service request. Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually through a reseller that is expressly authorized to distribute support renewals. The order with Contractor will specify your SULS fee for the first renewal year should you renew SULS for the same number of licenses for the same programs as contained in the original order; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the program is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you

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decide to purchase technical support at a later date. Technical support for programs is effective upon shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required.

If ordered, Oracle Hardware and Systems Support (including first year and all subsequent years) is provided under Oracle's Hardware and Systems Support Policies in effect at the time the services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information, and consents that Oracle may require in order to perform the services. The Oracle Hardware and Systems Support Policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided during the period for which Oracle Hardware and Systems Support has been ordered. You should review the policies prior to entering into an order. You may access the current version of the Oracle Hardware and Systems Support Policies at http://www.oracle.com/us/support/policies/index.html. The technical support policies state that, "global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data." Accordingly, as stated in the technical support policies, You agree not to submit any health, payment card, or other controlled or sensitive data that require protections greater than those specified in the Oracle Global Customer Support Security Practices to Oracle as part of any service request.

Oracle Hardware and Systems Support acquired with your order may be renewed annually through a reseller that is expressly authorized to distribute support renewals. The order with Contractor will specify your Oracle Hardware and Systems Support fee for the first renewal year should you renew Oracle Hardware and Systems Support for the same systems and same configurations as contained in the original order; your Oracle Hardware and Systems Support fee for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the hardware is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you decide to purchase technical support at a later date. Technical support for hardware is effective upon delivery of hardware or upon the effective date of the order if shipment of hardware is not required.

Invoices for technical support services shall be submitted by Contractor on a quarterly basis (unless otherwise specified in the order) after the completion of such period.

Notwithstanding anything in Oracle's technical support policies or Oracle's Hardware and Systems Support Policies to the contrary, you may discontinue support at the end of any current support term and, at any time thereafter, reinstate support by executing an order for such services with Contractor. If you decide to reinstate such support, you must pay a reinstatement fee. The reinstatement fee shall be the amount that would have been paid by the ordering activity for the past support period had such support not lapsed. In addition to the reinstatement fee described in the preceding sentence, you must pay the support fee for the new support period quarterly in arrears in accordance with the order. This technical support fee for the new support period is computed as follows: (i) if support lapsed, then the support fee for a twelve month support period shall be the last annual support fee you paid for the relevant program and/or hardware system; (ii) if you never acquired technical support for the relevant program and/or hardware system, then the annual support fee shall be the fee that would have been charged if support had been ordered originally for the relevant program and/or hardware system per Oracle's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

G. Intellectual Property Indemnification

If someone makes a claim against you or Oracle ("Recipient" which may refer to you or Oracle depending upon which party received the Material) that any information, design, specification, instruction, software, data, hardware or material ("Material") furnished by either you or Oracle ("Provider" which may refer to you or Oracle depending on which party provided the Material) and used by the Recipient infringes its intellectual property rights (including U.S. or foreign patent, trademark and copyright), the Provider will indemnify the Recipient against the claim to the extent permitted by law if the Recipient does the following:

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- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim;
- Gives the Providercontrol of the defense, with input from Recipient, and any settlement negotiations; and
- Gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated someone else's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material. If you are the Provider and such return materially affects Contractor's ability to meet its obligations under the relevant order (e.g., impairs Contractor's ability to perform due to a work statement, schedule or cost impact), then Contractor may, at its option and upon 30 days prior written notice, request termination of the order. . The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient, , or if the Recipient continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of the order and these Hardware STCs would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of your order with Contractor (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of your order with Contractor.

Notwithstanding the provisions of the paragraph above and with respect to hardware only, if Oracle believes or it is determined that the hardware (or portion thereof) may have violated a third party's intellectual property rights, Oracle may choose to either replace or modify the hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, Oracle may remove the applicable hardware (or portion thereof) and refund the net book value.

In the event that the Material is Separately Licensed Third Party Technology and the associated Separate Terms do not allow termination of the license, in lieu of ending the license for the Material, Oracle may end the license for, and require return of, the program associated with that Separately Licensed Third Party Technology and shall refund any program license fees You may have paid to Oracle for the program

For claims related to hardware, if you are a current subscriber to Oracle technical support services for the operating system (e.g., Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems or Oracle Linux Premier Support), then for the period of time for which you are/were a subscriber to the applicable Oracle technical support services (i) the phrase "Material" under this section shall include the operating system and the integrated software and (ii) the phrase "program(s)" in this section is replaced by the phrase "program(s) or the operating system or integrated software (as applicable)" (i.e., Oracle will not indemnify you for your use of the operating system and/or integrated software when you are/were not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing, with respect solely to the Oracle Linux operating system, Oracle will not indemnify you for Materials that are not part of the Oracle Linux covered files as defined at http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf.

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This section provides your and Oracle's exclusive remedy for any infringement claims or damages.

H. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. CONTRACTOR'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO AN ORDER ISSUED PURSUANT TO THESE HARDWARE STCs, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID CONTRACTOR UNDER THE RELEVANT ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID CONTRACTOR FOR THE DEFICIENT PROGRAM, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES GIVING RISE TO THE LIABILITY.

I. Other

1. You may not assign orders or give or transfer the programs, the operating system, the integrated software and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs, the operating system, the integrated software and/or any services deliverables, the secured party has no right to use or transfer the programs, the operating system, the integrated software and/or any services deliverables, and if you decide to finance your acquisition of hardware, programs and/or any services , you will follow Oracle's policies regarding financing which are at http://oracle.com/contracts. The foregoing shall not be construed to limit the rights you may otherwise have with respect to the Linux operating system, third party technology or separate works licensed under open source or similar license terms.

2. In entering into an order under the contract, you agree and acknowledge that you have not relied on the future availability of any hardware, program or updates. However, (a) if you order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the relevant order, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under the order, per the terms of these Hardware STCs.

3. Accessibility
The extent to which an Oracle product is, prior to any customizations, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as 'Section 508') effective as of June, 2001, or the Revised version in Appendix A (known as 'Revised Section 508') effective as of January, 2018 and the Web Content Accessibility Guidelines (WCAG) version 2.0 level AA, respectively, is indicated by the dependencies, comments and exceptions (some of which may be significant, if any) noted on the applicable Voluntary Product Accessibility Templates (VPAT) available at www.oracle.com/us/corporate/accessibility for each product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. In the event that no VPAT is available for a particular Oracle product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all. Oracle customers may call Oracle Support at 1.800.223.1711. Hearing-impaired customers in the U.S. who wish to speak to an Oracle Support representative may use a telecommunications relay service (TRS). Information about the TRS is available at http://www.fcc.gov/cgb/consumerfacts/trs.html, and a list of telephone numbers is available at https://www.fcc.gov/general/telecommunications-relay-services-directory. International hearing-impaired customers should use the TRS at +1.605.224.1837. An Oracle Support engineer will respond to technical issues according to the standard service request process. Oracle cannot make any commitments about future product directions, including plans to address accessibility or the

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availability of VPATs. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Oracle products provided under these Hardware STCs.

4. Internet Protocol version 6 (IPv6)
Prior to any customizations, the Oracle product(s) and service(s) to be delivered pursuant to the contract are capable of accommodating Internet Protocol version 6 (IPv6) solely to the extent defined and noted in the relevant product/service documentation available at oracle.com. Please note that such capabilities are subject to the dependencies, comments and exceptions (some of which may be significant, if any) noted in such documentation, and require that Oracle product(s) and service(s) are used in accordance with Oracle's associated documents and other written information and that any other products properly interoperate with them. If no relevant product/service documentation is found addressing IPv6, then Oracle makes no representations as to the capabilities of the product/service in question to accommodate IPv6. Oracle cannot make any commitments about future product directions, including plans to address IPv6. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements, requirements or any other such representations regarding or related to IPv6 shall apply to the Oracle products and services to be delivered pursuant to these Hardware STCs.

5. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs and hardware (including any integrated software and operating system(s)). You agree that such export laws govern your use of the programs (including technical data), hardware (including any integrated software and operating system(s)) and any services deliverables provided under your order, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, hardware (including any integrated software and operating system(s)) and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. You shall include the following notice on packing lists, commercial invoices, shipping documents and other documents involved in the transfer, export or re-export of the programs and hardware (including any integrated software and operating system(s)): 'These commodities, technology, software, or hardware (including any integrated software and operating system(s)) were exported in accordance with U.S. Export Administration Regulations and applicable export laws. Diversion contrary to applicable export laws is prohibited.

6. Oracle, as the owner of the intellectual property of the program licenses and the technical support services, is a third party beneficiary of the contract and the orders for Oracle products issued pursuant to the contract, but does not assume any of the Oracle authorized reseller's obligations thereunder.

7. The Uniform Computer Information Transactions Act does not apply to these Hardware STCs nor any order placed pursuant to them.

8. You understand that the Contractor and Oracle's business partners, including any third party firms retained by you to provide computer consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not bound by any acts of any such entity, unless the entity is providing services as an Oracle subcontractor under an engagement ordered directly with Oracle.

9. You may order trial programs, or Oracle may include additional programs with your order with Contractor which you may use for trial, non-production purposes only. You may not use the trial programs to provide or attend third party training on the content and/or functionality of the programs. You have 30 days from the delivery date to evaluate these programs. If you decide to use any of these programs after the 30-day trial period, you must obtain a license for such programs from Oracle or an authorized distributor. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and delete any such programs from your computer

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systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these programs.

10. Oracle may include additional programs on the hardware (e.g., Exadata Storage Server software). You are not authorized to use those programs unless you have a license specifically granting you the right to do so; however, you may use programs for trial, non-production purposes for up to 30 days from the date of delivery provided that such use is subject to the terms for trial programs in the contract, including these Hardware STCs.

11. Unless otherwise agreed in an order, upon 45 days written notice and no more than once annually, Oracle may audit your use of the programs. You agree to cooperate with Oracle's audit, provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that such security rules are applicable to the performance of the audit; you make such security rules available to Oracle prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of the contract or the applicable order. You shall be responsible for paying any underpaid fees related to use of the programs. Contractor may assign its right to audit your use of the programs to Oracle. If the Contractor assigns its right to audit your use of the programs to Oracle, then Oracle shall not be responsible for any costs incurred by either you or Contractor in cooperating with the audit.

12. Upon termination of a program license, you are required to discontinue use and destroy or return to the Contractor all copies of the programs and program documentation associated with the terminated license.

13. Source code may be delivered as part of the standard delivery for particular programs, operating system or integrated software; all such source code is subject to the terms of these Hardware STCs, including the Oracle License Definitions and Rules, the applicable order, the contract and the applicable program documentation.

14. Oracle's Applications Licensing Table in effect as of the effective date of your order and is incorporated herein as Exhibit B. You may access the current version of the Applications Licensing Table at http://oracle.com/contracts.

15. Oracle's License Definitions and Rules are incorporated herein and attached hereto as Exhibit A. Oracle's Integrated Software Options License Definitions, Rules and Metrics are incorporated herein as Exhibit C. Terms for Oracle Solaris are incorporated herein as Exhibit D.

16. If any provision herein or document incorporated by reference into these Hardware STCs, including the License Definitions and Rules and terms included and/or referenced therein, contains a provision (a) allowing for the automatic termination of your technical support services; or (b) allowing for the automatic renewal of services and/or fees, then, such terms shall not apply.

17. Products and Service Offerings deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Products and Service Offerings deliverables in such applications.

18. For software (i) that is part of programs, operating systems, integrated software or integrated software options (or all four) and (ii) that You receive from Oracle in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from https://oss.oracle.com/sources/ or http://www.oracle.com/goto/opensourcecode. If the source code for such software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

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ORACLE HARDWARE US COMMUNITIES SUPPLEMENTAL TERMS AND CONDITIONS v032819

THESE ORACLE HARDWARE, PROGRAMS AND SERVICES US COMMUNITIES ("USC") SUPPLEMENTAL TERMS AND CONDITIONS ("HARDWARE STCs") SHALL APPLY TO THE ORACLE HARDWARE, PROGRAMS AND/OR SERVICES THAT YOU ORDER FROM THE CONTRACT HOLDER (THE "CONTRACTOR"). THESE HARDWARE STCSSHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN ANY NON-ORACLE ORDER OR ORDERING DOCUMENTION. THESE HARDWARE STCS ARE CONSIDERED PART OF THE SCHEDULE OF SUPPLIES/SERVICES IN YOUR ORDER TO THE CONTRACTOR.

A. Definitions

"You" and "Your" refers to the ordering activity that has ordered programs, hardware and/or services from an authorized distributor ("Contractor") under the contract.

The term "ancillary programs" refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.

The term "contract" refers to the Contractor's US Communities contract.

The term "integrated software" is defined as software embedded in the hardware which is essential to hardware functionality (e.g., firmware).

The term "integrated software options" refers to software or programmable code embedded in, installed on, or activated on the hardware that requires one or more unit licenses that You must separately order. Such separate order will set forth the fees for the integrated software options You are ordering. Not all hardware contains integrated software options; please refer to the Oracle Integrated Software Options License Definitions, Rules and Metrics accessible at http://oracle.com/contracts (the "Integrated Software Options License Rules") for the specific integrated software options that may apply to specific hardware. Oracle reserves the right to designate new software features as integrated software options in subsequent releases and that designation will be specified in the applicable documentation and in the Integrated Software Options License Rules.

The term "operating system" refers to the software that manages hardware for programs and other software.

The term "products" refers to programs, hardware, integrated software and operating system.

The term "program documentation" refers to the program user manual and program installation manuals.

The term "programs" refers to the software products, owned or distributed by Oracle, which you have ordered, including program documentation, and any program updates acquired through technical support.

The term "services" refers to technical support services which you have ordered.

The term "hardware" refers to the hardware equipment, including components, options and spare parts.

The term "hardware documentation" refers to the hardware specifications, user manuals, and installation manuals. Hardware documentation is delivered with the hardware and/or provided online.

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B. Hardware Composition

Your hardware order consists of the following items: operating system (as defined in your configuration), integrated software and all hardware equipment (including components, options and spare parts) specified on the applicable order. The hardware equipment or parts of it may be new or like new.

C. Rights Granted

Upon Contractor's acceptance of your order, you have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in your order with Contractor), limited right to use the programs and receive any services you ordered solely for your internal ordering activity operations and subject to the terms of these Hardware STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with these Hardware STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation in such use. For programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed.

You have the right to use the operating system delivered with the hardware subject to the terms of the license agreement(s) delivered with the hardware. Current versions of the license agreement(s) are located at http://oracle.com/contracts. You are licensed to use the operating system and any operating system updates acquired through technical support only as incorporated in, and as part of the hardware.

You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use integrated software options that You separately order subject to the terms of these Hardware STCs, the applicable documentation and the Integrated Software Options License Rules; the Integrated Software Options License Rules are incorporated in and made a part of these Hardware STCs. You are licensed to use those integrated software options and any integrated software options updates acquired through technical support only as incorporated in, and as part of, the hardware. To fully understand Your license right to any integrated software options that You separately order, You need to review the Integrated Software Options License Rules. In the event of any conflict between the Hardware STCs and the Integrated Software Options License Rules, the Integrated Software Options License Rules shall take precedence.

You have the limited, non-exclusive, royalty free, non-assignable right to use integrated software delivered with the hardware subject to the terms of these Hardware STCs, including the Oracle License Definitions and Rules, the order, the contract and the program documentation. You are licensed to use such integrated software and any integrated software updates acquired through technical support only as incorporated in, and as part of the hardware.

The operating system and/or integrated software may include separate works, identified in a readme file, notice file, or the applicable documentation, which are licensed under open source or similar license terms; your rights to use the operating system and integrated software under such terms are not restricted in any way by these Hardware STCs. The appropriate terms associated with such separate works can be found in the readme files, notice files or in the documentation accompanying the operating system and integrated software.

For GPLv2, LGPLv2.1, GPLv3 and LGPLv3 licensed code received by you as binaries on physical media, if you would like to receive a copy of the source code ("source code") on media via postal service, submit your written request at <http://oss.oracle.com/systems-opensourcecode >. Alternatively, you can mail your written request to Oracle Corporation, Attn: VP of Legal, Development and Engineering, 500 Oracle Parkway, MS-5OP10, Redwood Shores, CA 94065. Your request should include the name and version number of the product, your name, your company name (if applicable), your return mailing address, and your email address. Certain source distributions require a fee for physical media. Should this be the case, you will be sent details on the cost and payment procedure via email. Your request must be sent within three (3) years of the date of Oracle's last delivery of the

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applicable product. This offer only applies if you received your operating system and/or integrated software on physical media.

The hardware shall be installed in the country that you specify as the delivery location on your purchasing document or when your purchasing document does not indicate a ship to address, the location specified in the order.

D. Ownership and Restrictions

Oracle or its licensors retain all ownership and intellectual property rights to the programs, the operating system, and integrated software. Oracle or its licensors retain all intellectual property rights to the hardware. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered under your order resulting from services. Unless otherwise stated in your order with Contractor, title to hardware, excluding the operating system, integrated software and any other programs, and risk of loss or damages to the hardware will pass from Oracle upon delivery in accordance with the relevant Incoterms 2010. Title to and ownership of the programs, the operating system and integrated software shall not pass to you or to a third party; title to and ownership of the programs, the operating system and integrated software shall remain with Oracle. You may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation or readme files or notice files. The parties acknowledge that the terms of the contract or these Hardware STCs do not apply to such third party technology.

The hardware is not specifically designed, manufactured, or intended for use as parts, components, or assemblies for the planning, construction, maintenance, or operation of a nuclear facility. Use of the hardware for these purposes is prohibited.

You acknowledge that to operate certain hardware your facility must meet a minimum set of requirements as described in the hardware documentation. Such requirements may change from time to time, as communicated by Oracle to you in the applicable hardware documentation.

You may not:

- use the programs in a rental, timesharing, subscription service, hosting or outsourcing capacity;
- remove or modify any program or hardware markings or any notice of Oracle's or its licensors' proprietary rights;
- remove any copyright notices or labels on the operating system or integrated software;
- make the programs, operating system, integrated software or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license, operating system, integrated software or materials from the services you have acquired);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the operating system, integrated software, or programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), operating system or integrated software;
- make copies of the operating system or integrated software except for archival purposes, to replace a defective copy, or for program verification; or
- disclose results of any program and/or hardware benchmark tests.

E. Warranties, Disclaimers and Exclusive Remedies

For the sake of clarity, this is the Oracle manufacturer's warranty; nevertheless, it shall be accessed by you through the Contractor.

Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year from delivery (i.e. via physical shipment or electronic

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PRODUCTS, OPERATING SYSTEM AND INTEGRATED SOFTWARE, AND PROGRAM ERRORS.

Oracle provides a limited warranty ("Oracle Hardware Warranty") for (i) the hardware, (ii) the operating system and the integrated software and the integrated software options, and (iii) the operating system media, the integrated software media and the integrated software options media ("media", and (i), (ii) and (iii) collectively, "Hardware Items"). Oracle warrants that the hardware will be free from, and using the operating system and integrated software and integrated software options will not cause in the hardware, material defects in materials and workmanship for one year from the date the hardware is delivered to You. Oracle warrants that the media will be free from material defects in materials and workmanship for a period of 90 days from the date the media is delivered to You. You may access a more detailed description of the Oracle Hardware Warranty at http://www.oracle.com/us/support/policies/index.html ("Warranty Web Page"). Any changes to the Oracle Hardware Warranty specified on the Warranty Web Page will not apply to hardware or media ordered prior to such change. The Oracle Hardware Warranty applies only to hardware and media that have been (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by an Oracle-authorized distributor). The hardware may be new or like new. The Oracle Hardware Warranty applies to hardware that is new and hardware that is like-new which has been remanufactured and certified for warranty by Oracle.

Oracle hardware products may be new or like new. The Oracle Hardware Warranty applies to hardware products that are new and hardware products that are like-new which have been remanufactured and certified for warranty by Oracle.

You may access a more detailed description of the limited hardware warranty at http://www.oracle.com/us/support/policies/index.html ("the warranty web page"). Any changes to the hardware warranty details specified on the warranty web page will not apply to hardware ordered prior to such change.

Parts or components which are replaced under the applicable warranty may not be new. Title in all defective parts which are removed from the hardware under applicable warranty shall transfer back to Oracle.

No warranty will apply to the hardware products, operating system, integrated software or media which has been:

i. modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the hardware);
ii. maltreated or used in a manner other than in accordance with the relevant documentation;
iii. repaired by any third party in a manner which fails to meet Oracle's quality standards;
iv. improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;
v. used with equipment or software not covered by the warranty, to the extent that the problems are attributable to such use;
vi. relocated, to the extent that problems are attributable to such relocation;
vii. used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
viii. used by parties appearing on the most current U.S. export exclusion list;
ix. relocated to countries subject to U.S. trade embargo or restrictions;
x. used remotely to facilitate any activities in the countries referenced in (viii) and (ix) above; or
xi. purchased from any entity other than Oracle or an Oracle authorized reseller.

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This Oracle Hardware Warranty does not apply to normal wear of the hardware products or media. The Oracle Hardware Warranty is extended only to the original purchaser or original lessee of the hardware product and may be void in the event that title to the hardware product is transferred.

Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the deficient services.

To the extent not addressed in your order for the Hardware Products and media to which this Oracle Hardware Warranty applies, the following Limitations apply:

NEITHER ORACLE NOR YOU WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE ARISING OUT OF OR RELATED TO THIS WARRANTY HOWEVER THEY ARISE, WHETHER IN CONTRACT OR TORT, OR OTHERWISE.

YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY FOR BREACH OF WARRANTY SHALL BE: (A) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT, OR IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES PAID TO ORACLE FOR THE DEFFECTIVE PRODUCT; OR (B) THE REPERFORMANCE OF THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS; OR, (C) IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

F. Technical Support

Technical support consists of annual technical support services you may have ordered or will order for the programs and/or hardware, including support renewals. Support must be ordered pursuant to a valid End User License Agreement such as these Hardware STCs. With respect to technical support for software products, bug fixes, security fixes and any updates received shall be provided under the terms of the license agreement that You accepted upon ordering the programs.

If ordered, annual technical support (including first year and all subsequent years) for programs is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which technical support has been ordered. You should review the policies prior to entering into an order for the applicable services. You may access the current version of the technical support policies at http://www.oracle.com/us/support/policies/index.html. The technical support policies state that, "global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data." Accordingly, as stated in the technical support policies, You agree not to submit any health, payment card, or other controlled or sensitive data that require protections greater than those specified in the Oracle Global Customer Support Security Practices to Oracle as part of any service request. Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually through a reseller that is expressly authorized to distribute support renewals. The order with Contractor will specify your SULS fee for the first renewal year should you renew SULS for the same number of licenses for the same programs as contained in the original order; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the program is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you

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decide to purchase technical support at a later date. Technical support for programs is effective upon shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required.

If ordered, Oracle Hardware and Systems Support (including first year and all subsequent years) is provided under Oracle's Hardware and Systems Support Policies in effect at the time the services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information, and consents that Oracle may require in order to perform the services. The Oracle Hardware and Systems Support Policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided during the period for which Oracle Hardware and Systems Support has been ordered. You should review the policies prior to entering into an order. You may access the current version of the Oracle Hardware and Systems Support Policies at http://www.oracle.com/us/support/policies/index.html. The technical support policies state that, "global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data." Accordingly, as stated in the technical support policies, You agree not to submit any health, payment card, or other controlled or sensitive data that require protections greater than those specified in the Oracle Global Customer Support Security Practices to Oracle as part of any service request.

Oracle Hardware and Systems Support acquired with your order may be renewed annually through a reseller that is expressly authorized to distribute support renewals. The order with Contractor will specify your Oracle Hardware and Systems Support fee for the first renewal year should you renew Oracle Hardware and Systems Support for the same systems and same configurations as contained in the original order; your Oracle Hardware and Systems Support fee for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the hardware is ordered, then you may be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you decide to purchase technical support at a later date. Technical support for hardware is effective upon delivery of hardware or upon the effective date of the order if shipment of hardware is not required.

Invoices for technical support services shall be submitted by Contractor on a quarterly basis (unless otherwise specified in the order) after the completion of such period.

Notwithstanding anything in Oracle's technical support policies or Oracle's Hardware and Systems Support Policies to the contrary, you may discontinue support at the end of any current support term and, at any time thereafter, reinstate support by executing an order for such services with Contractor. If you decide to reinstate such support, you must pay a reinstatement fee. The reinstatement fee shall be the amount that would have been paid by the ordering activity for the past support period had such support not lapsed. In addition to the reinstatement fee described in the preceding sentence, you must pay the support fee for the new support period quarterly in arrears in accordance with the order. This technical support fee for the new support period is computed as follows: (i) if support lapsed, then the support fee for a twelve month support period shall be the last annual support fee you paid for the relevant program and/or hardware system; (ii) if you never acquired technical support for the relevant program and/or hardware system, then the annual support fee shall be the fee that would have been charged if support had been ordered originally for the relevant program and/or hardware system per Oracle's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

G. Intellectual Property Indemnification

If someone makes a claim against you or Oracle ("Recipient" which may refer to you or Oracle depending upon which party received the Material) that any information, design, specification, instruction, software, data, hardware or material ("Material") furnished by either you or Oracle ("Provider" which may refer to you or Oracle depending on which party provided the Material) and used by the Recipient infringes its intellectual property rights (including U.S. or foreign patent, trademark and copyright), the Provider will indemnify the Recipient against the claim to the extent permitted by law if the Recipient does the following:

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- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim;
- Gives the Providercontrol of the defense, with input from Recipient, and any settlement negotiations; and
- Gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated someone else's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material. If you are the Provider and such return materially affects Contractor's ability to meet its obligations under the relevant order (e.g., impairs Contractor's ability to perform due to a work statement, schedule or cost impact), then Contractor may, at its option and upon 30 days prior written notice, request termination of the order. . The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient, , or if the Recipient continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of the order and these Hardware STCs would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of your order with Contractor (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of your order with Contractor.

Notwithstanding the provisions of the paragraph above and with respect to hardware only, if Oracle believes or it is determined that the hardware (or portion thereof) may have violated a third party's intellectual property rights, Oracle may choose to either replace or modify the hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, Oracle may remove the applicable hardware (or portion thereof) and refund the net book value.

In the event that the Material is Separately Licensed Third Party Technology and the associated Separate Terms do not allow termination of the license, in lieu of ending the license for the Material, Oracle may end the license for, and require return of, the program associated with that Separately Licensed Third Party Technology and shall refund any program license fees You may have paid to Oracle for the program

For claims related to hardware, if you are a current subscriber to Oracle technical support services for the operating system (e.g., Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems or Oracle Linux Premier Support), then for the period of time for which you are/were a subscriber to the applicable Oracle technical support services (i) the phrase "Material" under this section shall include the operating system and the integrated software and (ii) the phrase "program(s)" in this section is replaced by the phrase "program(s) or the operating system or integrated software (as applicable)" (i.e., Oracle will not indemnify you for your use of the operating system and/or integrated software when you are/were not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing, with respect solely to the Oracle Linux operating system, Oracle will not indemnify you for Materials that are not part of the Oracle Linux covered files as defined at http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf.

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This section provides your and Oracle's exclusive remedy for any infringement claims or damages.

H. **NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. CONTRACTOR'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO AN ORDER ISSUED PURSUANT TO THESE HARDWARE STCs, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID CONTRACTOR UNDER THE RELEVANT ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID CONTRACTOR FOR THE DEFICIENT PROGRAM, HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR SERVICES GIVING RISE TO THE LIABILITY.**

I. Other

1. You may not assign orders or give or transfer the programs, the operating system, the integrated software and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs, the operating system, the integrated software and/or any services deliverables, the secured party has no right to use or transfer the programs, the operating system, the integrated software and/or any services deliverables, and if you decide to finance your acquisition of hardware, programs and/or any services , you will follow Oracle's policies regarding financing which are at http://oracle.com/contracts. The foregoing shall not be construed to limit the rights you may otherwise have with respect to the Linux operating system, third party technology or separate works licensed under open source or similar license terms.

2. In entering into an order under the contract, you agree and acknowledge that you have not relied on the future availability of any hardware, program or updates. However, (a) if you order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the relevant order, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under the order, per the terms of these Hardware STCs.

3. **Accessibility**
The extent to which an Oracle product is, prior to any customizations, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as 'Section 508') effective as of June, 2001, or the Revised version in Appendix A (known as 'Revised Section 508') effective as of January, 2018 and the Web Content Accessibility Guidelines (WCAG) version 2.0 level AA, respectively, is indicated by the dependencies, comments and exceptions (some of which may be significant, if any) noted on the applicable Voluntary Product Accessibility Templates (VPAT) available at www.oracle.com/us/corporate/accessibility for each product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. In the event that no VPAT is available for a particular Oracle product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all. Oracle customers may call Oracle Support at 1.800.223.1711. Hearing-impaired customers in the U.S. who wish to speak to an Oracle Support representative may use a telecommunications relay service (TRS). Information about the TRS is available at http://www.fcc.gov/cgb/consumerfacts/trs.html, and a list of telephone numbers is available at https://www.fcc.gov/general/telecommunications-relay-services-directory. International hearing-impaired customers should use the TRS at +1.605.224.1837. An Oracle Support engineer will respond to technical issues according to the standard service request process. Oracle cannot make any commitments about future product directions, including plans to address accessibility or the

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availability of VPATs. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Oracle products provided under these Hardware STCs.

4. **Internet Protocol version 6 (IPv6)**
Prior to any customizations, the Oracle product(s) and service(s) to be delivered pursuant to the contract are capable of accommodating Internet Protocol version 6 (IPv6) solely to the extent defined and noted in the relevant product/service documentation available at oracle.com. Please note that such capabilities are subject to the dependencies, comments and exceptions (some of which may be significant, if any) noted in such documentation, and require that Oracle product(s) and service(s) are used in accordance with Oracle's associated documents and other written information and that any other products properly interoperate with them. If no relevant product/service documentation is found addressing IPv6, then Oracle makes no representations as to the capabilities of the product/service in question to accommodate IPv6. Oracle cannot make any commitments about future product directions, including plans to address IPv6. Product direction remains at the sole discretion of Oracle. No other terms, conditions, statements, requirements or any other such representations regarding or related to IPv6 shall apply to the Oracle products and services to be delivered pursuant to these Hardware STCs.

5. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs and hardware (including any integrated software and operating system(s)). You agree that such export laws govern your use of the programs (including technical data), hardware (including any integrated software and operating system(s)) and any services deliverables provided under your order, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, hardware (including any integrated software and operating system(s)) and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. You shall include the following notice on packing lists, commercial invoices, shipping documents and other documents involved in the transfer, export or re-export of the programs and hardware (including any integrated software and operating system(s)): 'These commodities, technology, software, or hardware (including any integrated software and operating system(s)) were exported in accordance with U.S. Export Administration Regulations and applicable export laws. Diversion contrary to applicable export laws is prohibited.

6. Oracle, as the owner of the intellectual property of the program licenses and the technical support services, is a third party beneficiary of the contract and the orders for Oracle products issued pursuant to the contract, but does not assume any of the Oracle authorized reseller's obligations thereunder.

7. The Uniform Computer Information Transactions Act does not apply to these Hardware STCs nor any order placed pursuant to them.

8. You understand that the Contractor and Oracle's business partners, including any third party firms retained by you to provide computer consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not bound by any acts of any such entity, unless the entity is providing services as an Oracle subcontractor under an engagement ordered directly with Oracle.

9. You may order trial programs, or Oracle may include additional programs with your order with Contractor which you may use for trial, non-production purposes only. You may not use the trial programs to provide or attend third party training on the content and/or functionality of the programs. You have 30 days from the delivery date to evaluate these programs. If you decide to use any of these programs after the 30-day trial period, you must obtain a license for such programs from Oracle or an authorized distributor. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and delete any such programs from your computer

EXHIBIT E

systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these programs.

10. Oracle may include additional programs on the hardware (e.g., Exadata Storage Server software). You are not authorized to use those programs unless you have a license specifically granting you the right to do so; however, you may use programs for trial, non-production purposes for up to 30 days from the date of delivery provided that such use is subject to the terms for trial programs in the contract, including these Hardware STCs.

11. Unless otherwise agreed in an order, upon 45 days written notice and no more than once annually, Oracle may audit your use of the programs. You agree to cooperate with Oracle's audit, provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that such security rules are applicable to the performance of the audit; you make such security rules available to Oracle prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of the contract or the applicable order. You shall be responsible for paying any underpaid fees related to use of the programs. Contractor may assign its right to audit your use of the programs to Oracle. If the Contractor assigns its right to audit your use of the programs to Oracle, then Oracle shall not be responsible for any costs incurred by either you or Contractor in cooperating with the audit.

12. Upon termination of a program license, you are required to discontinue use and destroy or return to the Contractor all copies of the programs and program documentation associated with the terminated license.

13. Source code may be delivered as part of the standard delivery for particular programs, operating system or integrated software; all such source code is subject to the terms of these Hardware STCs, including the Oracle License Definitions and Rules, the applicable order, the contract and the applicable program documentation.

14. Oracle's Applications Licensing Table in effect as of the effective date of your order and is incorporated herein as Exhibit A. You may access the current version of the Applications Licensing Table at http://oracle.com/contracts.

15. Oracle's License Definitions and Rules; Oracle's Integrated Software Options License Definitions, Rules, and Metrics; and Terms for Oracle Solaris are incorporated herein. You may access the current versions of these documents at http://oracle.com/contracts.

16. If any provision herein or document incorporated by reference into these Hardware STCs, including the License Definitions and Rules and terms included and/or referenced therein, contains a provision (a) allowing for the automatic termination of your technical support services; or (b) allowing for the automatic renewal of services and/or fees, then, such terms shall not apply.

17. Products and Service Offerings deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Products and Service Offerings deliverables in such applications.

18. For software (i) that is part of programs, operating systems, integrated software or integrated software options (or all four) and (ii) that You receive from Oracle in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from https://oss.oracle.com/sources/ or http://www.oracle.com/goto/opensourcecode. If the source code for such software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

EXHIBIT E

EXHIBIT A

APPLICATIONS LICENSING TABLE
http://www.oracle.com/us/corporate/contracts

Oracle reserves the right to periodically change the information presented on the website provided above. All information on this website is provided "as-is" without warranty of any kind, either express or implied.

ORACLE LICENSE DEFINITIONS AND RULES v120117

The following are Oracle's standard License Definitions and Rules, some of which by their very nature may not apply to the Oracle products and services in your order. Nevertheless, the definitions for the terms enumerated herein shall control for the purposes of any order for Oracle products and/or services.

ORACLE

License Definitions and Rules

Definitions and License Metrics

$M Annual Transaction Volume: is defined as one million U.S. Dollars in all purchase orders transacted and all auctions conducted through the Oracle Exchange Marketplace by You and others during the applicable year of the Oracle Exchange Marketplace license, regardless of whether any such auction results in a purchase order, provided that an auction resulting in a purchase order shall only be counted against the Annual Transaction Volume once.

Application Module: is defined as a Program used by You on a single or multiple computers.

$M in Application Annual Revenue: is defined as one million U.S. Dollars excluding taxes processed through the licensed Program. For Oracle Self-Service E-Billing products, the Annual Revenue is equivalent to the total invoiced amount for all company accounts that have at least one enrolled user per billing period.

Application Developed: is defined as a software Program developed by You that operates on smart-phones and/or other end user devices and that (i) provides end users with access to content or (ii) provides end users with end user transaction enablement or (iii) otherwise enables use by end users of functions available through the Oracle run-time Program.

Application User: is defined as an individual authorized by You to use the applicable licensed application Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time. If You license the Oracle Self Service Work Request option in conjunction with Oracle Enterprise Asset Management, You are required to maintain licenses for the equivalent number of Application Users licensed and You are granted unlimited access to initiate work requests, view work request status and view scheduled completion dates for Your entire employee population. Application Users licensed for Oracle Order Management are allowed to manually enter orders directly into the Programs but any orders entered electronically from other sources must be licensed separately. For Oracle Sourcing, Oracle Fusion Sourcing, Oracle iSupplier Portal, Oracle Fusion Supplier Portal, Oracle Services Procurement, PeopleSoft eSupplier Connection, PeopleSoft Strategic Sourcing, PeopleSoft Supplier Contract Management and JD Edwards Supplier Self Service Programs, use by Your external suppliers is included with Your application user licenses. For the purposes of the Oracle Financial Services Operational Risk Solution Program, employees who are just contributing information to the Program via the applicable user interface shall not be counted as application users.

Application Read-Only User: is defined as an individual authorized by You to run only queries or reports against the application Program for which You have also acquired non read-only licenses, regardless of whether the individual is actively using the Programs at any given time.

Case Report Form (CRF) Page: is defined as the "electronic equivalent" of what would be the total number of physical paper pages initiated remotely by the Program (measured explicitly in the Program as Received Data Collection Instruments) during a 12 month period. You may not exceed the licensed number of CRF Pages during any 12 month period unless You acquire additional CRF Page licenses from Oracle.

Chassis: is defined as a physical enclosure containing hardware. For the purposes of the following Programs: Oracle Fabric Manager and Oracle Fabric Monitor, only the chassis (a) that contain networking hardware and (b) that are managed by the Program must be counted for the purpose of determining the number of licenses required.

Client Application Loader Client: is defined as a device that receives its configuration from a client application server.

Collaboration Program User: is defined as an individual authorized by You to use the Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time. For the purposes of counting and licensing the number of Beehive Synchronous Collaboration users, a Collaboration Program User within Your company is defined as a user able to initiate, or host, a web conference and also participate in a web conference; all participants in the web conference external to Your company and attending a web conference are not required to be licensed.

Compensated Individual: is defined as an individual whose compensation or compensation calculations are generated by the Programs. The term Compensated Individual includes, but is not limited to, Your employees, contractors, retirees, and any other Person.

Computer: is defined as the computer on which the Programs are installed. A Computer license allows You to use the licensed Program on a single specified computer. For the purposes of Computer licenses for the Oracle Health Science Integration Engine Program, a communication point is an interface to an input system (e.g., a clinical laboratory system in a hospital or healthcare setting) or to an output system (e.g., a healthcare data repository).

5 Concurrent Users: is defined as five concurrent users where each Concurrent User is an individual who is authorized by You to access the Program concurrently with other individuals at any given time.

Concurrent Connection: is defined as each connection to a Serduct/Datalink. A Serduct/Datalink is defined as an interface that renders the Infor software operable for use with Micros Applications.

Concurrent User: is defined as each individual that may concurrently use or access the Programs. Concurrent Users shall be only customers or prospective customers of Yours, and shall not be business partners, or employees of Yours.

Connected Device: is defined as each unique device (a) that transmits data to or receives data from Oracle application Programs or Oracle cloud services and (b) that does not require any human interaction or human input to execute Oracle application business logic or to update Oracle application tables. Devices include, but are not limited to, sensors, meters, RFID readers, and barcode scanners. Devices may be connected directly to Oracle application Programs or Oracle cloud services, or may be connected indirectly to Oracle application Programs or Oracle cloud services through a gateway device or a third-party communications service. A device may be uniquely identified as being the endpoint of communication of data to or from an Oracle application Program or an Oracle cloud service, or may be uniquely identified by its explicit registry with an Oracle application Program or an Oracle cloud service.

Connected Instance: is defined as the configuration between Oracle Policy Automation Connector for Oracle CRM On Demand and the Oracle CRM On Demand instance's web service endpoint. For each Oracle CRM On Demand instance so configured, an additional Connected Instance is required.

Connector: is defined as each connector connecting the software product with a third party product. A unique connector is required for each distinct third party product that the software product is required to interface.

Connector Pack: is defined as a collection of connectors as specified in the Program Documentation for the applicable Connector Pack. There is no limitation on the number of physical servers on which any of the connectors in the pack may be copied, installed and used.

SM Cost of Goods Sold: is defined as one million U.S. Dollars in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to You then Cost of Goods Sold shall be equal to 75% of total company revenue.

CPU: is defined as a chip that contains a collection of one or more cores on which the Program is running. Regardless of the number of cores, each chip counts as 1 CPU.

Custom Suite User: is defined as an individual authorized by You to use the application Programs included in the applicable Custom Applications Suite which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time.

Customer: is defined as the customer entity specified on Your order. The Programs may not be used or accessed for the business operations of any third party, including but not limited to Your customers, partners, or Your affiliates. There is no limitation on the number of computers on which such Programs may be copied, installed and used.

Customer Account: is defined as each unique Customer Account, designated by a unique account number, for which the billing information is managed or displayed using the Program, regardless of the number of individual account holders associated with such accounts.

Oracle Customer Data & Device Retention Service: is defined as a service for which the description may be found in the Technical Support Policies section (Oracle Hardware and Systems Support Policies) at www.oracle.com/contracts and which is incorporated by reference.

Customer Record: is defined as each unique Customer Record (including contact records, prospect records and records in external data sources) that You may access using the Program.

10,000 Daily Average Transactions: is defined as ten thousand unique transactions (including but not limited to sales transactions, return transactions, exchange transactions, loyalty transactions, deal transactions, gift card transactions, inventory transactions, petty cash transactions, and administrative transactions) that are processed by the Program in a single 24 hour period. The daily transaction volume is calculated as the daily average over the prior 12 month period.

Developer User / Developer / Developer Seat: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. With respect to Developer Users only, such users may create, modify, view and interact with the Programs and documentation.

Disk Drive: is defined as a spinning media device that stores data accessed by the Program.

Electronic Order Line: is defined as the total number of distinct order lines entered electronically into the Oracle Program from any source (not manually entered by licensed users) during a 12 month period. This includes order lines originating as external EDI/XML transactions and/or sourced from other Oracle and non-Oracle applications. You may not exceed the licensed number of order lines during any 12 month period.

Employee: is defined as (i) all of Your full-time, part-time, temporary employees, and (ii) all of Your agents, contractors and consultants who have access to, use, or are tracked by the Programs. The quantity of the licenses required is determined by the number of Employees and not the actual number of users. In addition, if You elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the Programs.

Employee for HCM: is defined as (i) all of Your full-time, part-time, temporary employees, and (ii) all of Your agents, contractors and consultants who have access to, use, or are tracked by the Programs. The quantity of the licenses required is determined by the number of Employees for HCM and not the actual number of users. In addition, if You elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Employees for HCM: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the Programs. Employees for HCM may only use the licensed Programs with Oracle application Programs that contain "Oracle Fusion Human Capital Management" as a prefix in the Program name.

Employee User: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the Programs at any given time.

Enterprise Employee: is defined as (i) all of Your full-time, part-time, temporary employees, and (ii) all of Your agents, contractors and consultants who have access to, use, or are tracked by the Programs. The quantity of the licenses required is determined by the number of Enterprise Employees and not the actual number of users. In addition, if You elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Enterprise Employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the Programs. The value of these Program licenses is determined by the number of Enterprise Employees. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the number of Enterprise Employees as of the effective date of Your order. If at any time the number of Enterprise Employees exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Employees is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Employees. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise Employees as of such date.

Enterprise Full Time Equivalent (FTE) Student: is defined as any full-time student enrolled in Your institution and any part-time student enrolled in Your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on Your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements. The value of these Program licenses is determined by the number of Enterprise FTE Students. For these Program licenses, the licensed quantity purchased must, at a minimum, be equal to the number of Enterprise FTE Students as of the effective date of Your order. If at any time the number of Enterprise FTE Students exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise FTE Students is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise FTE Students. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise FTE Students as of such date.

Enterprise Trainee: is defined as an employee, contractor, student or other person who is being recorded by the Program. The value of these Program licenses is determined by the number of Enterprise Trainees. For these Program licenses, the licensed quantity purchased must, at a minimum, be equal to the number of Enterprise Trainees as of the effective date of Your order. If at any time the number of Enterprise Trainees exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Trainees is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Trainees. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise Trainees as of such date.

Enterprise $M in Cost of Goods Sold: Enterprise $M Cost of Goods Sold is defined as one million U.S. Dollars in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to You then Cost of Goods Sold shall be equal to 75% of total company revenue. The value of these Program licenses is determined by the amount of Enterprise $M Cost of Goods Sold. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise $M Cost of Goods Sold as of the effective date of Your order. If at any time the amount of Enterprise $M Cost of Goods Sold exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise $M Cost of Goods Sold is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise $M Cost of Goods Sold. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise $M Cost of Goods Sold as of such date.

Enterprise $M in Freight Under Management: $M Freight Under Management is defined as one million U.S. Dollars of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by You, plus the cost of freight for shipments managed by You (e.g., You are not purchasing transportation services on behalf of Your clients but are providing transportation management services for Your clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to You with freight terms of prepaid). The value of these Program licenses is determined by the amount of Enterprise $M Freight Under Management. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise $M Freight Under Management as of the effective date of Your order. If at any time the amount of Enterprise $M Freight Under Management exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise $M Freight Under Management is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise $M Freight Under Management. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise $M Freight Under Management as of such date.

Enterprise $M in Operating Budget: is defined as one million U.S. Dollars of Your gross budget reflected in an audited statement from Your external accounting firm. The value of these Program licenses is determined by the amount of Enterprise $M in Operating Budget. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise $M in Operating Budget as of the effective date of Your order. If at any time the amount of Enterprise $M in Operating Budget exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise $M in Operating Budget is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise $M in Operating Budget. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise $M in Operating Budget as of such date.

Enterprise $M in Revenue: Enterprise $M in Revenue is defined as one million U.S. Dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by You during a fiscal year. The value of these Program

licenses is determined by the amount of Enterprise $M in Revenue. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise $M in Revenue as of the effective date of Your order. If at any time the amount of Enterprise $M in Revenue exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise $M in Revenue is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise $M in Revenue. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise $M in Revenue as of such date.

Expense Report: is defined as the total number of expense reports processed by Internet Expenses during a 12 month period. You may not exceed the licensed number of expense reports during any 12 month period.

Faculty User: is defined as an active teaching member of the faculty for an accredited academic institution; such user may only use the Programs for academic and non-commercial use.

Field Technician: is defined as an engineer, technician, representative, or other person who is dispatched by You, including the dispatchers, to the field using the Programs.

Flash Drive: is defined as a solid state media device that stores data accessed by the Program.

$M Freight Under Management: is defined as one million U.S. Dollars of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by You, plus the cost of freight for shipments managed by You (e.g., You are not purchasing transportation services on behalf of Your clients but are providing transportation management services for Your clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to You with freight terms of prepaid).

Full Time Equivalent (FTE) Student: is defined as any full-time student enrolled in Your institution and any part-time student enrolled in Your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on Your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements.

25,000 Gift Cards: is defined as twenty-five thousand value cards (gift or stored) that are generated by the Program during a 12 month period.

Guest Cabin: is defined as a guest cabin onboard a cruise ship managed by the Program. You must license the total number of Guest Cabins onboard each cruise ship managed by the Program and the licensed quantity of Guest Cabin licenses may not be shared across multiple cruise ships.

For the purposes of the Cruise Fleet Management, Cruise Crew Management, Cruise Materials Management HQ and Sub-HQ Programs, You must license the total number of Guest Cabins onboard all ships or vessels in the fleet that are managed by the Program.

Guest Room: is defined as the number of guest rooms managed by the Program.

For the purposes of the Oracle Hospitality Suite8 Interface Programs, a unique Guest Room license is required for each distinct product with which an Oracle Hospitality Suite8 Program is required to interface. For example, a customer requiring interfaces of an Oracle Hospitality Suite8 Program with three distinct products must have three separate Guest Room licenses.

Hosted Named User: is defined as an individual authorized by You to access the hosted service, regardless of whether the individual is actively accessing the hosted service at any given time.

Oracle Hospitality Consulting Services: are defined as services for which the description may be found in the Oracle Hospitality Global Business Unit ("Micros") Consulting Service Descriptions section at www.oracle.com/contracts and which is incorporated by reference.

Hospitality Suite: is defined as an entertainment space that typically includes, but is not limited to, a kitchenette, restroom, table and seats within an arena, stadium, concert venue or other venue that is managed by the Program.

Installation Services, Start-Up Packs and Configuration/Upgrade Services: is defined as a service(s) for which the description may be found in the Advanced Customer Support Services section at www.oracle.com/contracts and which is incorporated by reference.

Instance: is defined as a single database environment. Test, production, and development environments are considered three separate instances that must each be licensed.

For the purposes of the Oracle Banking API Infrastructure Program, Instance is defined as the environments (production and non-production) used to run the Oracle Banking API Program.

Interface: is defined as each interface connecting the Oracle Program with a third party product. A unique Interface license is required for each distinct third party product with which the Oracle Program is required to interface.

Inventory Location: is defined as a dedicated physical inventory space used by vendors to store their inventory within an arena, stadium, concert venue or other venue that is managed by the Program. Each dedicated physical inventory space must be counted as one Inventory Location.

1K Invoice Line: is defined as one thousand invoice line items processed by the Program during a 12 month period. You may not exceed the licensed number of 1K Invoice Lines during any 12 month period unless You acquire additional 1K Invoice Line licenses from Oracle.

IVR Port: is defined as a single caller that can be processed via the Interactive Voice Response (IVR) system. You must purchase licenses for the number of IVR Ports that represent the maximum number of concurrent callers that can be processed by the IVR system.

Oracle Java SE Subscription and Oracle Java SE Desktop Subscription: are defined as the right to use the specified Oracle Java SE Subscription Program(s) in accordance with the applicable metric and to receive Oracle Software Update License & Support (limited to the specified Oracle Java SE Subscription Program(s)), for the term specified on the ordering document. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in Your ordering document. If Your order was placed through the Oracle Store, then the effective date is the date Your order was accepted by Oracle. Oracle Software Update License & Support is provided under the Oracle Software technical support policies in effect at the time the services are provided. At the end of the specified subscription term, You may renew Your subscription, if available, at the then current fees for the applicable subscription. If You choose not to renew Your subscription, Your right to use the specified Oracle Java SE Subscription Program(s) will terminate and You must de-install the specified Oracle Java SE Subscription Program(s).

Kitchen Display Client: is defined as a device that is used to display and monitor the status of ordered items. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end.

Learning Credits: may be used to acquire education products and services offered in the Oracle University online catalogue posted at http://www.oracle.com/education under the terms specified therein. Learning credits may only be used to acquire products and services at the list price in effect at the time You order the relevant product or service, and may not be used for any product or service that is subject to a discount or a promotion when You order the relevant product or service. The list price will be reduced by applying the discount specified to You by Oracle. Notwithstanding anything to the contrary in the previous three sentences, learning credits may also be used to pay taxes, materials and/or expenses related to Your order; however, the discount specified above will not be applied to such taxes, materials and/or expenses. Learning credits are valid for a period of 12 months from the date Your order is accepted by Oracle, and You must acquire products and must use any acquired services prior to the end of such period. You may only use learning credits in the country in which You acquired them, may not use them as a payment method for additional learning credits, and may not use different learning credits accounts to acquire a single product or service or to pay related taxes, materials and/or expenses. Learning credits are non-transferable and non-assignable. You may be required to execute standard Oracle ordering materials when using learning credits to order products or services.

$M in Managed Assets: is defined as one million U.S. Dollars of the following total: (1) Book value of investment in capital leases, direct financing leases and other finance leases, including residuals, whether owned or managed for others, active on the Program, plus (2) Book value of assets on operating leases, whether owned or managed for others, active on the Program, plus (3) Book value of loans, notes, conditional sales contracts and other receivables, owned or managed for others, active on the Program, plus (4) Book value of non earning assets, owned or managed for others, which were previously leased and active on the Program,

including assets from term terminated leases and repossessed assets, plus (5) Original cost of assets underlying leases and loans, originated and active on the Program, then sold within the previous 12 months.

Managed Resource: is defined as an individual authorized by You to use the Programs which are installed on a single server or on multiple servers, regardless of whether the individual is actively using the Programs at any given time. In addition, Your employees, contractors, partners and any other individual or entity managed by the Programs shall be counted for the purposes of determining the number of Managed Resource licenses required.

Member Record: is defined as each unique customer loyalty Program Member Record managed by the Program. 100K Member Records shall mean one hundred thousand Member Records.

Merchandise: is defined as a unique item or SKU of a consumer good.

Module: is defined as each production database running the Programs.

Monitored User: is defined as an individual who is monitored by an Analytics Program which is installed on a single server or multiple servers, regardless of whether the individual is actively being monitored at any given time. Individual users who are licensed for an Analytics Program by either Named User Plus or Application User may not be licensed by Monitored User. For the purposes of the Usage Accelerator Analytics Program, every user of Your licensed CRM Sales application Program must be licensed. For the purposes of the Human Resources Compensation Analytics Program, all of Your employees must be licensed.

For the purpose of the following Oracle Governance, Risk, and Compliance applications: Application Access Controls Governor, Application Access Controls for E-Business Suite, Configuration Controls Governor, Configuration Controls for E-Business Suite, Transaction Controls Governor, Preventive Controls Governor, and Governance, Risk, and Compliance Controls Suite, the number of Monitored Users is equal to the total number of unique E-Business Suite users (individuals) being monitored by the Program(s), as created/defined in the User Administration function of E-Business Suite. Users of iProcurement and/or Self-Service Human Resources are excluded.

For the purpose of the following PeopleSoft Enterprise Governance, Risk, and Compliance applications: Application Access Controls Governor, Application Access Controls for PeopleSoft Enterprise, Configuration Controls Governor, and Configuration Controls for PeopleSoft Enterprise, the number of Monitored Users is equal to the total number of unique PeopleSoft Enterprise (or any other custom applications / Programs) users (individuals) that the Program monitors.

MySQL Cluster Carrier Grade Edition Annual Subscription, MySQL Enterprise Edition Annual Subscription and MySQL Standard Edition Annual Subscription: are defined as the right to use the specified Program(s) in accordance with the applicable license metric and to receive Oracle Software Update License & Support for the specified Program(s) and for MySQL Community Edition for the term specified on the order. MySQL Community Edition refers to MySQL that is licensed under the GPL license. Software Update License & Support for MySQL Community Edition does not include updates of any kind. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in Your ordering document. If Your order was placed through the Oracle Store, then the effective date is the date Your order was accepted by Oracle. Oracle Software Update License & Support services are provided under the applicable technical support policies in effect at the time the services are provided. You must obtain a subscription license for all servers where MySQL Cluster Carrier Grade Edition, MySQL Enterprise Edition and/or MySQL Standard Edition are deployed. If You obtain Oracle Software Update License & Support services for any servers where MySQL Community Edition is deployed, then You must also purchase a subscription license for all of such servers for which You have obtained Oracle Software Update License & Support services. You may obtain Oracle Software Update License & Support services for the MySQL Community Edition subscription licenses at any level (e.g., at the MySQL Cluster Carrier Grade Edition level, at the MySQL Enterprise Edition level and/or at the MySQL Standard Edition level). At the end of the specified term, You may renew Your subscription, if available, at the then current fees for the applicable subscription. If You choose not to renew Your subscription, Your right to use the Program(s) will terminate and You must de-install all applications, tools, and binaries provided to You under the applicable non-Community Edition license (e.g., the license for MySQL Cluster Carrier Grade Edition, MySQL Enterprise Edition and/or MySQL Standard Edition). If You do not renew a subscription, You will not receive any updates (including patches or subsequent versions) and You may also be subject to reinstatement fees if You later choose to reactivate Your subscription.

Named User Plus: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. A non human operated device will be counted as a named user plus in addition to all individuals authorized to use the Programs, if such devices can access the

Programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. You are responsible for ensuring that the named user plus per processor minimums are maintained for the Programs contained in the user minimum table in the licensing rules section; the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

For the purposes of the following Programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Management Pack for Non-Oracle Middleware and Management Pack for WebCenter Suite, only the users of the Program that is being managed/monitored are counted for the purpose of determining the number of Named User Plus licenses required.

With respect to the following Programs: Load Testing, Load Testing Developer Edition, Load Testing Accelerator for Web Services, Load Testing Accelerator for Oracle Database, Load Testing Suite for Oracle Applications and Oracle Test Starter Kit for Utilities (Load Testing), each emulated human user and non human operated device shall be considered as a virtual user and shall be counted for the purpose of determining the number of Named User Plus licenses required.

For the purposes of the following Programs: Data Masking and Subsetting Pack, only the users of the database servers where masked data or data subsets originate must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Application Management Suite for Oracle E-Business Suite, Application Management Suite for PeopleSoft, Application Management Suite for Siebel, Application Management Suite for JD Edwards EnterpriseOne, Real User Experience Insight and Application Replay Pack, all users of the respective managed application Program must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate and Oracle GoldenGate for Oracle Applications, only (a) the users of the Oracle database from which You capture data and (b) the users of the Oracle database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate for Big Data, only the users of the source Oracle or non Oracle database(s) or NoSQLrepositories from which You capture data must be counted for the purpose of determining the number of licenses required. For any messaging systems from which you capture data, every queue/topic is counted as a user. For multiple source databases, NoSQL repositories, or messaging systems, all users for all sources must be counted.

For the purposes of the following Programs: Oracle GoldenGate for Mainframe and Oracle GoldenGate for Teradata Replication Services, only (a) the users of the database from which You capture data and (b) the users of the database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate for Non Oracle Database only (a) the users of the Non Oracle database from which You capture data and (b) the users of the Non Oracle database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Data Integrator Enterprise Edition and Data Integrator Enterprise Edition for Oracle Applications, only the users that are running or accessing the data transformation processes must be counted for determining the number of licenses required.

For the purposes of the following Programs: Oracle Mobile Suite Client Runtime and Mobile Application Framework, only the end users of each Application Developed must be counted for the purposes of determining the number of licenses required, regardless of the choice of the mobile application development tool or the framework used to build the Application Developed.

For the purposes of the following Program: Audit Vault and Database Firewall, only users of the sources which are protected, monitored or audited must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Java SE Desktop Subscription, the term "server" refers to a desktop computer.

Network Device: is defined as the hardware and/or software whose primary purpose is to route and control communications between computers or computer networks. Examples of network devices include but are not limited to, routers, firewalls and network load balancers.

Non Employee User - External: is defined as an individual, who is not Your employee, contractor or outsourcer, authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the Programs at any given time.

Oracle Financing Contract: is a contract between You and Oracle (or one of Oracle's affiliates) that provides for payments over time of some or all of the sums due under Your order.

Order Line: is defined as the total number of order entry line items processed by the Program during a 12 month period. Multiple order entry line items may be entered as part of an individual customer order or quote and may also be automatically generated by the Oracle Configurator. You may not exceed the licensed number of Order Lines during any 12 month period unless You acquire additional Order Line licenses from Oracle.

1,000 Page Views: is defined as 1,000 Page Views per Month, where one Page View means one visit by a unique internet user to a particular page on a website.

Partner Organization: is defined as an external third party business entity that provides value-added services in developing, marketing and selling Your products. Depending upon the type of industry, partner organizations play different roles and are recognized by different names such as reseller, distributor, agent, dealer or broker.

Person: is defined as Your employee or contractor who is actively working on behalf of Your organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Project Resource Management, a person is defined as an individual who is scheduled on a project. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

Physical Server: is defined as each physical server on which the Programs are installed.

PIN Entry Device (PED): is defined as an electronic hardware device that is used in a debit, credit or smart card-based transaction to accept and encrypt the cardholder's personal identification number (PIN).

Ported Number: is defined as the telephone number that end users retain as they change from one service provider to another. This telephone number originally resides on a telephone switch and is moved into the responsibility of another telephone switch.

POS Client: is defined as a device that is used to record any part of a sales transaction or related end-user functionality such as workstation reporting, cash management, engagement/table management, or manager operations. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end.

For the purposes of the Oracle Hospitality Guest Access POS and Device Client Program, a POS Client is a guest access control method that includes, but is not limited to, turnstiles, gates and swing doors that are managed by the Program. For each guest access control method, both entrance and exit points must be counted for the purposes of determining the number of licenses required. For example, each turnstile must be counted as two POS Clients (one for entrance and one for exit).

Processor: shall be defined as all processors where the Oracle Programs are installed and/or running. Programs licensed on a processor basis may be accessed by Your internal users (including agents and contractors) and by Your third party users. The number of required licenses shall be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the Oracle Processor Core Factor Table which can be accessed at http://oracle.com/contracts. All cores on all multicore chips for each licensed Program are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle Programs with Standard Edition 2, Standard Edition One or Standard Edition in the product name (with the exception of WebCenter Enterprise Capture Standard Edition, Java SE Subscription, Java SE Support, Java SE Advanced, and Java SE Suite), a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

For example, a multicore chip based server with an Oracle Processor Core Factor of 0.25 installed and/or running the Program (other than Standard Edition One Programs or Standard Edition Programs) on 6 cores would require 2 processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50, which is then rounded up to the next whole number, which is 2). As another example, a multicore server for a hardware platform not specified in the Oracle Processor Core Factor Table installed and/or running

the Program on 10 cores would require 10 processor licenses (10 multiplied by a core processor licensing factor of 1.0 for 'All other multicore chips' equals 10).

For the purposes of the following Program: Oracle Healthcare Data Repository, only the processors on which Internet Application Server Enterprise Edition and Healthcare Transaction Base Programs are installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: iSupport, iStore and Configurator, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed Program (e.g., iSupport, iStore and/or Configurator) are running must be counted for the purpose of determining the number of licenses required for the licensed Program; under these licenses You may also install and/or run the licensed Program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running.

For the purposes of the following Programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Management Pack for Non-Oracle Middleware and Management Pack for WebCenter Suite, only the processors on which the Program that is being managed/monitored are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Data Masking and Subsetting Pack, only the processors running the database servers where masked data or data subsets originate must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Application Management Suite for Oracle E-Business Suite, Application Management Suite for PeopleSoft, Application Management Suite for Siebel, Application Management Suite for JD Edwards EnterpriseOne, Application Management Pack for Utilities and Application Management Pack for Taxation and Policy Management, all processors on which the middleware and/or database software that support the respective managed application Program are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Application Replay Pack and Real User Experience Insight, all processors on which the middleware software that supports the respective managed application Program are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Informatica PowerCenter and PowerConnect Adapters, and Application Adapter for Warehouse Builder for PeopleSoft, Oracle E-Business Suite, Siebel, and SAP, only the processor(s) on which the target database is running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Data Integrator Enterprise Edition, Data Integrator Enterprise Edition for Oracle Applications, Data Integrator and Application Adapter for Data Integration and Application Adapters for Data Integration, only the processor(s) where the data transformation processes are executed must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: In-Memory Database Cache, only the processors on which the Times Ten In-Memory Database component of the In-Memory Database Cache Program is installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate and Oracle GoldnGate for Oracle Applications, only (a) the processors running the Oracle database from which You capture data and (b) the processors running the Oracle database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Oracle GoldenGate for Mainframe and Oracle GoldenGate for Teradata Replication Services, only (a) the processors running the database from which You capture data and (b) the processors running the database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate for Non Oracle Database, only (a) the processors running the non Oracle database from which You capture data and (b) the processors running the non Oracle database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Oracle GoldenGate Application Adapters, only the processors running the source Oracle or non Oracle database(s) from which You capture data must be counted for the purpose of determining the number of licenses required. For multiple source databases, all processors for all sources must be counted.

For the purpose of the following programs: Oracle GoldenGate for Big Data, only the processors running the source Oracle or non Oracle database(s) or NoSQL repositories from which you capture data must be counted for the purpose of determining the number of licenses required. For any messaging systems from which you capture data, every 25 queues/topics are counted as a Processor. In the instance of multiple source databases, NoSQL repositories, or messaging systems, all processors for all sources must be counted.

For the purposes of the following Program: Audit Vault and Database Firewall, only the processors of the sources which are protected, monitored or audited must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle ATG Web Commerce Search, only the processors on which queries are processed must be counted. You do not need to count processors on which the Program is running for indexing content in configured content sources as long as the foregoing is the only use of the Program on all the processors installed in a given server.

Project: is defined as a scheduled stage gate process plan in operation.

Property: is defined as a location with a single physical address.

500,000 Queries Per Day: is defined as five hundred thousand queries from midnight to the next midnight (e.g., a day) to the production MDEX engine, including but not limited to: text searches; changes to facet (refinement); and page up/down through results (any text box query, change in facet selection, change in results viewed). Queries that can be reasonably shown to be generated via malicious intent, such as Denial of Service attacks, are not counted against the number of licensed queries. You may also use the programs for non-production uses, including but not limited to development, quality assurance, and performance testing.

$M in Revenue: is defined as one million U.S. Dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by You during a fiscal year.

$M Revenue Under Management: is defined as one million U.S. Dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by You during a fiscal year for the product lines for which the Programs are used.

Record: The Customer Hub B2B is a bundle that includes two components, Siebel Universal Customer Master B2B and Oracle Customer Data Hub. For the purposes of the Customer Hub B2B application, record is defined as the total number of unique customer database records stored in the Customer Hub B2B application (i.e., stored in a component of Customer Hub B2B). A customer database record is a unique business entity or company record, which is stored as an account for the Siebel Universal Customer Master B2B product or as an organization for the Oracle Customer Data Hub product.

The Customer Hub B2C is a bundle that includes two components, Siebel Universal Customer Master B2C and Oracle Customer Data Hub. For the purposes of the Customer Hub B2C application, record is defined as the total number of unique customer database records stored in the Customer Hub B2C application (i.e., stored in a component of Customer Hub B2C). A customer database record is a unique consumer (i.e., physical person) record, which is stored as a contact for the Siebel Universal Customer Master product or as a person for the Oracle Customer Data Hub product.

The Product Hub is a bundle that includes two components, Siebel Universal Product Master and Oracle Product Information Management Data Hub. For the purposes of the Product Hub application, record is defined as the total number of unique product database records stored in the Product Hub application (i.e., stored in a component of Product Hub). A product database record is a unique product component or SKU stored in the MTL_SYSTEM_ITEMS table with an active or inactive status and does not include any instance items (i.e. *-star items) or organization assignments of the same item.

For the purposes of the Case Hub Program a record is defined as the total number of unique case database records stored in the Case Hub Program. A case database record is a unique request or issue requiring investigation or service stored in S_CASE table with an active or inactive status.

For the purposes of the Site Hub Program a record is defined as the total number of unique site database records stored in the RRS_SITES_B table of the Site Hub Program. A site database record is a unique site (e.g., an asset, a building, part of a building (such as a store or a franchise within a store, an ATM, etc.)) stored in the Site Hub Program.

For the Programs listed above, please see the application licensing prerequisites as specified in the Applications Licensing Table which may be accessed at http://oracle.com/contracts for the grant and restrictions of the underlying Oracle technology.

For the purposes of the Oracle Data Relationship Management Program, a record is defined as the unique occurrence of any business object or master data construct that You choose to manage within the Program. Records may describe any number of enterprise information assets, commonly referred to as base members, including but not limited to cost centers, ledger accounts, legal entities, organizations, products, vendors, assets, locations, regions or employees. Additionally, a record may also be a summary object, commonly referred to as a rollup member, that either summarizes base members or describes hierarchical information associated with underlying base members. Records represent unique occurrences and they do not include any duplicates or shared references that may be essential for master data management purposes.

For the purposes of the Supplier Lifecycle Management and Supplier Hub Programs, a record is defined as a unique business entity or company record stored as Supplier in the AP_SUPPLIERS table of the Supplier Lifecycle Management and Supplier Hub Programs.

For the purposes of the Life Sciences Customer Hub Program, a record is defined as the number of unique customer database records stored in such Program. A customer database record is a unique physician (i.e., physical person) record which is stored as a contact for the Oracle Life Sciences Customer Hub Program.

1000 Records: is defined as 1000 cleansed records (i.e., rows) that are output from a production data flow of the Data Quality for Data Integrator Program.

Registered User: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. Registered Users shall be business partners and/or customers and shall not be Your employees.

250,000 Requests Per Day: is defined as two hundred fifty thousand requests from midnight to the next midnight (e.g., a day) in the production systems. Requests that can be reasonably shown to be generated via malicious intent, such as Denial of Service attacks, are not counted against the number of licensed requests. You may also use the Program for non-production uses, including but not limited to development, quality assurance, and performance testing.

For the purposes of the following Program: ATG Web Commerce, requests for the full ATG pipeline at the ATG DynamoHandler in the Servlet Pipeline made by web browsers or via web service calls in the production systems, including, but not limited to: JSP page requests; Ajax requests; REST service requests; SOAP service requests; web service calls by native mobile applications, rich front end applications or other integrated external systems must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: WebCenter Sites for Oracle ATG Web Commerce, requests to the production WebCenter Sites or production WebCenter Sites Satellite Server Programs for page or page fragments, JSP page requests, REST service requests, SOAP service requests or web service calls by browsers or external application must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Endeca Experience Manager, requests at the production Assembler and Presentation API, including but not limited to: any page request for Experience Manager; any single submitted query for the Search Engine (text box queries, selection or changes in facet selection); page requests by an application (e.g. ATG Web Commerce); direct requests from web browsers; web service calls by native mobile applications, rich front end applications or other integrated external systems must be counted for the purpose of determining the number of licenses required.

Retail Register: is defined as any device designed to record any part of a sales transaction.

For purposes of the Oracle Retail Xstore Office Program, the licensed quantity purchased must at a minimum be equal to or greater than the number of Retail Registers on which the Oracle Retail Xstore Point of Service Program is installed and/or running.

Retail Store: is defined as any location where two or more people are employed to generate revenue by selling goods and services to customers.

Retail Wireless Device: is defined as a detached device that accesses the Program. Examples of wireless devices include but are not limited to, scanners, RF devices, PDAs.

Revenue Center: is defined as a logical reporting as configured within a Location. For example, a restaurant that keeps its reports and configuration separate from its bar and its room service would require 3 Revenue Center licenses (one for the restaurant, one for the bar and one for room service).

RosettaNet Partner Interface Processes® (PIPs®): are defined as business processes between trading partners. Preconfigured system-to-system XML-based dialogs for the relevant E-Business Suite Application(s) are provided. Each preconfigured PIP includes a business document with the vocabulary and a business process with the choreography of the message dialog.

Rule Set: is defined as a data rules file containing content for a given country in order to perform data quality functions optimized for that country.

Server: is defined as the computer on which the Programs are installed. A Server license allows You to use the licensed Program on a single specified computer.

For the purposes of Acme Packet Programs, a Server in a virtual environment is defined as a virtual machine image.

Service Order Line: is defined as the total number of service order entry line items processed by the Program during a 12 month period. Multiple service order entry line items may be entered as part of an individual customer service order or quote. You may not exceed the licensed number of Service Order Lines during any 12 month period unless You acquire additional Service Order Line licenses from Oracle.

1,000 Sites: is defined as one thousand unique sites added to Multi-Site Quotes created during a 12 month period. Sites added to Multi-Site Quotes are listed as records in the Site Characteristics View and the Billing Group View of a Multi-Site Quote. A Site record is uniquely defined by its Service Account and Service Point fields. A single Site (as defined by its Service Account and Service Point fields Site) that is added to multiple Multi-Site Quotes created during a 12-month period shall be only counted once.

Socket: is defined as a slot that houses a chip (or a multi-chip module) that contains a collection of one or more cores. Regardless of the number of cores, each chip (or multi-chip module) shall count as a single socket. All occupied sockets on which the Program is installed and/or running must be licensed.

Oracle Solaris Premier Subscription for Non-Oracle Hardware per socket: is defined as the right to use the Oracle Solaris Programs (as defined below) on hardware not manufactured by or for Sun/Oracle, and to receive Oracle Premier Support for Operating Systems services (limited to the Oracle Solaris Programs), for the term specified in the ordering document. "Oracle Solaris Programs" refers to the Oracle Solaris operating system and the separately licensed third party technology (as defined below). The Oracle Solaris Programs may contain third party technology. Oracle may provide certain notices to You in Program Documentation, "readme" files or the installation details in connection with such third party technology. Third party technology will be licensed to You either under the terms of the agreement, or if specified in the Program Documentation, "readme" files, or the installation details, under separate license terms ("separate terms") and not under the terms of the agreement ("separately licensed third party technology"). Your rights to use such separately licensed third party technology under the separate terms are not restricted in any way by the agreement. The Oracle Solaris Programs may include or be distributed with certain separately licensed components that are part of Java SE ("Java SE"). Java SE and all components associated with it are licensed to You under the terms of the Oracle Binary Code License Agreement for the Java SE Platform Products, and not under the agreement. A copy of the Oracle Binary Code License Agreement for the Java SE Platform Products can be found at www.oracle.com/contracts.

This subscription is available only for a server that is certified by Oracle and listed on the Hardware Compatibility List (HCL) at http://www.oracle.com/webfolder/technetwork/hcl/index.html. You must obtain a subscription license for each socket in the server. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in Your ordering document. If Your order was placed through the Oracle Store, then the effective date is the date Your order was accepted by Oracle. Oracle Premier Support for Operating System services are provided under the applicable technical support policies in effect at the time the services are provided. At the end of the specified term, You may renew Your subscription, if available, at the then current fees for this subscription.

If Your order specifies "1 – 4 socket server" then You may only use the subscription on a server with not more than 4 sockets. If Your order specifies "5+ socket server" then You may use the subscription for servers with any number of sockets.

Store: is defined as a physical store location which sells goods or services that utilize one Point-of-Sale (POS) system. If a physical store location has multiple POS systems, then each POS system must be counted as a Store.

Stream: is defined as a concurrent backup or restore job to a tape, disk or cloud target. For tape targets (which would be a physical tape drive (e.g., T10000D or LTO6) or a virtual tape drive), each configured tape drive within the Oracle Secure Backup domain must be counted for determining the number of licenses required. For disk targets, each concurrent job defined per Oracle Secure Backup disk pool must be counted for determining the number of licenses required. For Cloud based targets utilizing the Oracle Secure Backup Cloud Module, each parallel Recovery Manager (RMAN) channel must be counted for determining the number of licenses required.

Subscriber: is defined as (a) a working telephone number for all wireline devices; (b) a portable handset or paging device that has been activated by You for wireless communications and paging; (c) a residential drop or a nonresidential device serviced by a cable provider; or (d) a live connected utility meter. The total number of Subscribers is equal to the aggregate of all types of Subscribers. If Your business is not defined in the primary definition of Subscriber above, Subscriber is defined as each U.S. $1,000 increment of Your gross annual revenue as reported to the SEC in Your annual report or the equivalent accounting or reporting document.

Suite: is defined as all the functional software components described in the product documentation.

Sun Ray Device: is defined as the Sun Ray computer on which the Program is running.

System: is defined as a single configuration environment. Test, production, and development configurations are considered three separate systems that must each be licensed.

Tape Drive: is defined as mechanical devices used to sequentially write, read and restore data from magnetic tape media. Typically used, but not limited to, data protection and archival purposes, tape drives are deployed either as a standalone unit(s) or housed within a robotic tape library. Examples of tape drive include but are not limited to, Linear Tape Open (LTO), Digital Linear Tape (DLT), Advanced Intelligent Type (AIT), Quarter-Inch Cartridge (QIC), Digital Audio Tape (DAT), and 8mm Helical Scan. For cloud based backups, Oracle counts each parallel stream or Recovery Manager (RMAN) channel as equivalent to a tape drive.

Tape Library Slot: is defined as a physical slot location within a tape library where each slot accepts a single tape cartridge.

Technical Support

For purposes of the ordering document, technical support consists of annual technical support services You may have ordered for the Programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated in this agreement, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported Programs during the period for which fees for technical support have been paid. You should review the policies prior to entering into the ordering document for the applicable services. You may access the current version of the technical support policies at http://oracle.com/contracts.

Technical support is effective upon the effective date of the ordering document unless otherwise stated in Your order. If Your order was placed through the Oracle Store, the effective date is the date Your order was accepted by Oracle.

Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with Your order may be renewed annually and, if You renew SULS for the same number of licenses for the same Programs, for the first and second renewal years the fee for SULS, will not increase by more than 4% over the prior year's fees. If Your order is fulfilled by a member of Oracle's partner Program, the fee for SULS for the first renewal year will be the price quoted to You by Your partner; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees.

If You decide to purchase technical support for any license within a license set, You are required to purchase technical support at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if You agree to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support

policies. If You decide not to purchase technical support, You may not update any unsupported Program licenses with new versions of the Program.

Telephone Number: is defined as each unique telephone number for which the billing information is managed or displayed using the Program, regardless of the number of individual account holders associated with such telephone numbers.

Terabyte: is defined as a terabyte of computer storage space used by a storage filer equal to one trillion bytes.

$B in Total Assets: is defined as one billion U.S. dollars of Your latest published or internally available "Total Asset Value" as disclosed in Your annual report and/or regulatory filings.

Trainee: is defined as an employee, contractor, student or other person who is being recorded by the Program.

Transaction: is defined as each set of interactions that is initiated by an application user recorded by Oracle Enterprise Manager to capture availability and performance metrics used in calculating service levels. For example, the following set of interactions would represent one transaction: login, search customer, log out.

Transaction Services Client: is defined as a device that is used to receive data from an external source to record a sales transaction (e.g., a device in a coffee shop that is used by customers to enter their sandwich orders). If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end.

For the purposes of the Oracle Hospitality Simphony Transaction Services Program, devices that are used to send property or revenue center configuration to an external source must be counted as Transaction Services Clients. For example, if a digital signage provider wants to display menu item information (e.g., price, name, etc.) on a menu board behind the counter and the menu board system requests that a device provides a list of the menu items and prices that are available for purchase, then that device must be licensed as Transaction Services Client.

UPK Developer: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. UPK Developers may create, modify, view and interact with simulations and documentation.

UPK Module: is defined as the functional software component described in the product documentation.

Video Wrapper: is defined as a standardized container that acts as a file system for video assets installed per site. Examples of video wrapper formats include GXF, MXF, OP1A, AVI, Quicktime and LXF.

Wireless handset: is defined as a mobile communications device such as a mobile telephone, PDA, or paging device, that has as primary functions wireless voice communications and data services provided through a service provider.

Workstation: is defined as the client computer from which the Programs are being accessed, regardless of where the Program is installed.

Term Designation

1, 2, 3, 4, 5 Year Terms: A Program license specifying a 1, 2, 3, 4 or 5 Year Term shall commence on the effective date of the order and shall continue for the specified period. At the end of the specified period the Program license shall terminate.

Licensing Rules for Oracle Technology Programs and Oracle Business Intelligence Applications

Failover: Subject to the conditions that follow below, Your license for the Programs listed on the US Oracle Technology Price List, which may be accessed at http://www.oracle.com/us/corporate/pricing/price-lists/index.html, includes the right to run the licensed Program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two days). The above right only applies when a number of machines are arranged in a cluster and share one disk array. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, You must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. In addition, only one failover node per clustered environment is at no charge for up to ten separate days even if multiple nodes are configured as failover. Downtime for maintenance purposes counts towards the ten separate days limitation. When licensing options on a failover environment, the options must match the number of licenses of the associated database. Additionally, when licensing by Named User Plus, the user minimums are waived on one failover node only. Any use beyond the right granted in this section must be licensed separately. In a failover environment, the same license metric must be used for the production and failover nodes when licensing a given clustered configuration.

Testing: For the purpose of testing physical copies of backups, Your license for the Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One) includes the right to run the database on an unlicensed computer for up to four times, not exceeding 2 days per testing, in any given calendar year. The aforementioned right does not cover any other data recovery method - such as remote mirroring - where the Oracle Program binary files are copied or synchronized.

You are responsible for ensuring that the following restrictions are not violated:

- Oracle Database Standard Edition 2 may only be licensed on servers that have a maximum capacity of 2 sockets. When used with Oracle Real Application Clusters, Oracle Database Standard Edition 2 may only be licensed on a maximum of 2 one-socket servers. In addition, notwithstanding any provision in Your Oracle license agreement to the contrary, each Oracle Database Standard Edition 2 database may use a maximum of 16 CPU threads at any time. When used with Oracle Real Application Clusters, each Oracle Database Standard Edition 2 database may use a maximum of 8 CPU threads per instance at any time. If You purchase Named User Plus (NUP) licenses, You must maintain a minimum of 10 NUP per server.
- If you are licensing the Oracle database Program, you may not cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of data formats included in or produced by that Program; the foregoing includes a prohibition on reverse engineering of code, data structures, file formats or memory formats included in or produced by that Program or use of any tools or products that have been derived from the reverse engineering of that Program or those data formats.
- Exadata Database In-Memory may only be used on Exadata Database Machines and Oracle Superclusters.
- Exadata Multitenant may only be used on Exadata Database Machines and Oracle Superclusters.
- WebLogic Server Standard Edition does not include WebLogic Server Clustering.
- Business Intelligence Standard Edition One can only be licensed on servers that have the ability to run a maximum of 2 sockets. The data sources for BI Server and BI Publisher are limited to the included Oracle Standard Edition One, one other database, and any number of flat file sources such as CSV, and XLS. You may use Oracle Warehouse Builder Core ETL to pull data from any number of data sources but You must use only the included Oracle Standard Edition One as the target database.
- Informatica PowerCenter and PowerConnect Adapters may not be used on a standalone basis or as a standalone ETL tool. The Informatica PowerCenter and PowerConnect Adapters may be used with any data source provided the target(s) are: (i) the Oracle Business Intelligence applications Programs (excluding Hyperion Enterprise Performance Management Applications), (ii) the underlying platforms on which the Oracle Business Intelligence Extended Edition Program, Oracle Business Intelligence Standard Edition One or associated components of those Business Intelligence applications Programs run, or (iii) a staging database for any of the foregoing. Informatica PowerCenter and PowerConnect Adapters may also be used where the Oracle Business Intelligence applications Programs (excluding Hyperion Enterprise Performance Management Applications) are the source and non-Oracle Business Intelligence application Programs are the target, provided, that users do not use Informatica PowerCenter and PowerConnect Adapters to transform the data.
- With respect to the Java SE Advanced and Java SE Suite Programs, You may not create, modify, or change the behavior of, or authorize Your users to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax" "sun" or "oracle" or any variation of the aforementioned naming conventions. The installation and auto-update processes for these Programs transmit a limited amount of data to Oracle (or its service provider) about those specific processes to help Oracle understand and optimize them. Oracle does not associate the data with personally identifiable information. You can find more information about the data Oracle collects at http://oracle.com/contracts. Additional copyright notices and license terms applicable to portions of the Programs are set forth at http://oracle.com/contracts.

- Programs that contain "for Oracle Applications" in the Program name are limited use Programs. These limited use Programs may only be used with "eligible" Oracle application Programs that contain the following prefixes in the Program name: Oracle Fusion, Oracle Communications*, Oracle Documaker, Oracle Endeca*, Oracle Knowledge, Oracle Media, Oracle Retail*, Oracle Enterprise Taxation*, Oracle Tax, Oracle Utilities*, Oracle Financial Services*, Oracle FLEXCUBE, Oracle Reveleus, Oracle Mantas, Oracle Healthcare*, Oracle Health Sciences, Oracle Argus, Oracle Legal, Oracle Insurance, Oracle Primavera, Oracle Hospitality, Oracle XBRi, and Oracle Relate. For those prefixes designated above with a "*" not all Programs with that prefix are eligible for use with the "for Oracle Applications" limited use Programs. For a list of excluded Programs please review the Applications Licensing Table, which may be accessed at http://oracle.com/contracts. Notwithstanding anything above, Oracle Business Intelligence Suite Extended Edition for Oracle Applications may only be used with "eligible" Oracle application Programs that contain "Oracle Fusion Human Capital Management" as a prefix in the Program name provided that the Oracle Fusion Human Capital Management Programs are the only Programs configured to run against the database instance Oracle Business Intelligence Suite Foundation Edition for Oracle Applications may also be used with the Oracle Product Information Management Analytics, Fusion Edition, Oracle Customer Data Management Analytics, Fusion Edition and Oracle Product Lifecycle Analytics Programs. Oracle Business Intelligence Suite Foundation Edition for Oracle Applications may also be used with the following Programs provided that the Oracle Fusion Applications are the only data source: Oracle Sales Analytics, Fusion Edition; Oracle Partner Analytics, Fusion Edition; Oracle Supply Chain and Order Management Analytics; Oracle Financial Analytics, Fusion Edition; Oracle Procurement and Spend Analytics, Fusion Edition; Oracle Human Resources Analytics, Fusion Edition and Oracle Project Analytics. Any use of limited use Programs containing "for Oracle Applications" by other Oracle applications or third party applications is not permitted.
- Oracle BPEL Process Manager Option for Oracle Applications may be used only to enable business processes, workflow interactions and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and, other Oracle Applications or third party applications are allowed as long as they are enabled/initiated within the eligible Oracle Applications. Business Processes defined in BPEL are allowed as long as at least one of the services invoked from within the Business Process access an eligible Oracle Application either natively (via Web Services) or via an adapter.
- Oracle Business Intelligence Suite Foundation Edition for Oracle Applications may be used only to perform query, reporting and analysis against a transaction database, data warehouse or an Essbase OLAP cube if: (i) the transaction database is an eligible Oracle Applications transaction database itself or an extraction, in whole or in part, of an eligible Oracle Applications transaction database, without transformation (query, reporting and analysis against a transaction database that is not an eligible Oracle Applications transaction database requires a full use license of Oracle Business Intelligence Suite Foundation Edition); or (ii) the data warehouse is a pre-packaged eligible Oracle Applications data warehouse, with any customizations necessary to reflect customizations made in the eligible Oracle Applications, and restricted only to the eligible Oracle Applications sources (query, reporting and analysis against extensions to the data warehouse drawn from source systems not supported by the pre-packaged data warehouses require a full use license of Oracle Business Intelligence Suite Foundation Edition); or (iii) the dimensions of each Essbase OLAP Cube are sourced from eligible Oracle Applications.
- Oracle WebLogic Suite for Oracle Applications may be used only as an embedded runtime for eligible Oracle Applications or to deploy customizations to an eligible Oracle Application. The WebLogic global datasource or one of the WebLogic application datasources must be configured to access the schema of an eligible Oracle Application.
- Data Integrator Enterprise Edition for Oracle Applications may only be used with the Oracle supplied data integration jobs and customization of the supplied jobs is allowed. For the avoidance of doubt, examples of uses that are not permitted include, but are not limited to, the following: adding new jobs that support different applications, new schemas, or previously unsupported application modules.
- Oracle SOA Suite for Oracle Applications may be used only to enable integration, business processes, workflow interactions and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and other non-eligible Oracle Applications or third party applications are allowed as long as they are either initiated or terminated within eligible Oracle Applications. Usage of SOA composites (including but not limited to Rules, Mediator, XSLT transforms, BPEL processes, Spring components, Workflow services and OWSM security policies) is allowed as long as at least one of the services invoked from within each composite accesses an eligible Oracle Application either natively (via Web services) or via an adapter and the invocation is part of a flow that is either initiated or terminated within eligible Oracle Applications. Oracle Service Bus (OSB) usage is allowed as long as each service deployed accesses an eligible Oracle Application either natively (via Web services) or via an adapter.
- Oracle WebCenter Portal for Oracle Applications may be used only to surface eligible Oracle Application(s) and custom application(s) (collectively, "eligible applications"). Surfacing any third-party applications, including other applications from Oracle, requires a license for Oracle WebCenter Portal. Multiple eligible applications may be surfaced in a single portal instance provided that a WebCenter Portal for Oracle Applications license exists for each eligible application surfaced in the portal. WebCenter Portal for Oracle Applications may be used to integrate the various WebCenter services (e.g., wikis, blogs, and discussions) into an application context, as well as to build out custom workflows and notifications between the eligible application and WebCenter Portal components. The content management features of the Oracle WebCenter Portal for Oracle

Applications Program may be used to store and manage documents created outside of the eligible application provided that such documents are related to the eligible application or to the application context.

- Oracle WebCenter Imaging for Oracle Applications may be used to create and modify imaging searches, to modify pre-packaged imaging application document types, and to create and modify input mappings to imaging applications. Oracle WebCenter Imaging for Oracle Applications may also be used to invoke web service application programming interfaces (API's) from Oracle Application workflows. A license for WebCenter Imaging for Oracle Applications is required to define new document types for the management of images unrelated to a pre-packaged Oracle Applications integration, to develop custom workflows, and to invoke APIs from custom workflows or custom application integrations.
- Oracle Identity and Access Management Suite Plus for Oracle Applications may be used only to perform associated actions for users of and within the eligible Oracle Applications. The Programs may be used to do the following: (1) add, delete, modify, and manage user identities and roles in the eligible Oracle Applications; (2) provide web access management and single sign-on into eligible Oracle Applications; (3) provide data storage or virtualization to data storage of user identities and user identity related information or authentication and authorization policies for eligible Oracle Applications; (4) provide federated single sign-on to eligible Oracle Applications.
- Oracle Coherence Enterprise Edition for Oracle Applications may only be used within the same Java Virtual Machine as the eligible Oracle Application components.
- Oracle GoldenGate for Oracle Applications may only be used with the Oracle supplied integration jobs. Customization of the Oracle supplied integration jobs is allowed if necessitated by (i) customizations of the source application or of the target application or (ii) for performance tuning of the GoldenGate configuration. Oracle GoldenGate for Oracle Applications may not be used (i) for data replication to non-Oracle databases or (ii) by other Oracle applications or (iii) by third party applications for any type of data integration or replication purposes. For the avoidance of doubt, examples of other uses that are not permitted include, but are not limited to, the following: replicating data to non-Oracle databases (including MySQL), adding new source or target schemas, adding unsupported application modules to source or target schemas, supporting other replication topologies (e.g., active-active or multi-master) or adding anything not supplied by Oracle.
- The license for the Hyperion Planning Plus Program includes a limited use license for the Oracle Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis Programs. Such limited use license means that the Oracle Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis Programs may only be used to access data from the Hyperion Planning Plus Program. The Oracle Data Integrator for Oracle Business Intelligence Program may be used to load data from any data source provided that the target database is the Hyperion Planning Plus Program. Specifically, the Oracle Essbase Plus Program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Planning Plus Program and the Aggregate Storage option component of the Oracle Essbase Plus Program may not be used.
- The license for the Hyperion Profitability and Cost Management Program includes a limited use license for the Oracle Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator for Business Intelligence Programs. Such limited use license means that the Oracle Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator for Business Intelligence Programs may only be used to access data from the Hyperion Profitability and Cost Management Program. Specifically, the Oracle Essbase Plus Program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Profitability and Cost Management Program and the Aggregate Storage option component of the Oracle Essbase Plus Program may not be used.

If You purchase Named User Plus licenses for the Programs listed below, You must maintain 25 Named Users Plus per Processor:

- Oracle Database Enterprise Edition
- NoSQL Database Enterprise Edition
- Times Ten In-Memory Database
- Rdb Enterprise Edition
- CODASYL DBMS
- Data Integrator Enterprise Edition
- GoldenGate
- GoldenGate for Non Oracle Database
- GoldenGate for Mainframe
- GoldenGate Veridata
- GoldenGate for Teradata Replication Services
- GoldenGate for Big Data
- GoldenGate Foundation Suite
- Data Integrator Enterprise Edition for Oracle Applications

- GoldenGate for Oracle Applications
- Endeca Discovery Foundation for Oracle Applications

If You purchase Named User Plus licenses for the Programs listed below, You must maintain 10 Named Users Plus per Processor:

- Java SE Advanced
- Java SE Suite
- WebLogic Server Standard Edition
- WebLogic Server Enterprise Edition
- WebLogic Suite
- Web Tier
- Coherence Standard Edition One
- Coherence Enterprise Edition
- Coherence Grid Edition
- TopLink and Application Development Framework
- GlassFish Server
- Internet Application Server Standard Edition*
- Internet Application Server Enterprise Edition*
- API Gateway
- BPEL Process Manager
- WebLogic Integration
- Service Registry
- Enterprise Repository
- Forms and Reports
- Managed File Transfer
- Tuxedo
- Event Processing
- SOA Suite for Non Oracle Middleware
- Unified Business Process Management Suite for Non Oracle Middleware
- Business Process Management Standard Edition
- Application Adapters
- Oracle E-Business Suite Adapter
- Integration Adapter for SAP R/3
- Integration Adapter for JD Edwards World
- Integration Adapter for Siebel
- Cloud Adapters
- B2B for RosettaNet
- B2B for EDI
- Healthcare Adapter
- B2B for ebXML
- WebCenter Suite Plus
- WebCenter Portal
- WebCenter Content
- WebCenter Sites
- WebCenter Sites Satellite Server
- WebCenter Universal Content Management
- WebCenter Imaging
- WebCenter Forms Recognition
- WebCenter Enterprise Capture
- WebCenter Distributed Capture
- WebCenter Real-Time Collaboration
- WebCenter Sites Mobile Option
- Enterprise Identity Services Suite

- Identity Governance Suite
- Access Management Suite Plus
- Entitlements Server
- Entitlements Server Security Module
- Beehive Enterprise Collaboration Server

*The Named User Plus Minimum does not apply if the Program is installed on a one-processor machine that allows for a maximum of one user per Program.

- If You purchase Named User Plus licenses for the Oracle Database Personal Edition Program, You may only have a maximum of one Named User Plus per database.

- If You purchase Named User Plus licenses for the Business Intelligence Standard Edition One Program, You may only have a maximum number of fifty Named User Plus licenses.

- You are responsible for ensuring compliance with the Technology Associated Program Matching Table which may be accessed at http://oracle.com/contracts.

Licensing Rules for Applications

- You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at http://oracle.com/contracts.

Licensing Rules for ATG Applications

- The Oracle ATG Web Commerce Business Intelligence Program and the Oracle ATG Web Commerce Business Intelligence Administrator Program may only be used in conjunction with either the Oracle ATG Web Commerce Program and/or the Oracle ATG Web Knowledge Manager Program. You may, however, expand Your data model to include other information provided the additional information supplements information is already included in the Oracle ATG Web Commerce Program or in the Oracle ATG Knowledge Manager Program.
- The Cognos BI Consumer Bundle is included in the Oracle ATG Web Commerce Business Intelligence Program and is comprised of (a) one (1) reporting engine for anonymous viewers consisting of no more than two (2) processors and four (4) total cores, (b) unlimited anonymous report viewer seat licenses, (c) one (1) Named BI Web Administrator seat license and one (1) Named BI Professional Report Author seat license. Any additional seat licenses must be licensed separately by purchase of Oracle ATG Web Commerce BI Administrator seat licenses at an additional cost and are not included in any enterprise-wide or similar license.

Licensing Rules for DIVA Programs

Failover: Subject to the conditions that follow below, Your license for the following Programs: Oracle DIVA Programs (Oracle DIVArchive Manager, Oracle DIVArchive Avid Connectivity, Oracle DIVArchive Application Filtering, Oracle DIVArchive Storage Plan Manager , Oracle DIVArchive Export / Import, and Oracle DIVArchive Automatic Data Migration) includes the right to run the licensed Program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two days). The above right only applies when a number of machines are connected to the disk cache or tape library, i.e., the machines are not in a clustered environment and the machines share a disk array or tape library. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, You must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. Downtime for maintenance purposes counts towards the ten separate days limitation. Any use beyond the right granted in this section must be licensed separately.

Licensing Rules for JD Edwards Applications

- The Foundation Program contains the development foundation environment/toolkit. You understand and acknowledge that any software Program developed with the functionality of the development foundation environment/toolkit is subject to the terms and conditions of this agreement. You will defend and indemnify Oracle against any claims by third parties for damages (including, without limitation, reasonable legal fees) arising out of any computer Programs generated by You utilizing the development tools included in the Programs. ORACLE DISCLAIMS ANY WARRANTY THAT THE DEVELOPMENT TOOLS INCLUDED IN THE PROGRAMS WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER PROGRAMS WILL BE ERROR FREE.

Licensing Rules for Oracle E-Business Suite Applications

- Please be advised that only a subset of the products included on an Applications NLS Supplement Media Pack have been translated. For existing supported customers, My Oracle Support has information on which products have been translated for the supported languages (https://support.oracle.com). For new or unsupported customers, please contact Your Oracle Account Manager for this information.
- The option Activity Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Field Service Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Marketing Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Sales Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Service Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Activity Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Field Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Marketing Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Privacy Management Policy Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Sales Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.

Licensing Rules for Oracle Hospitality Cruise Applications

- The Oracle Hospitality Data Foundation for Cruise Program may only be used with Oracle Hospitality Cruise Programs. New reports or customizations of the included reports are allowed. Integration to third party systems is only allowed via the Oracle Hospitality Interface Programs, data integration extracts and/or APIs. You may not add unsupported applications to the environments created with this Program. You are allowed to host data elements originating only from the Oracle Hospitality Programs in the schemas created with the use of this Program. You may not host any third party data elements.

Licensing Rules for Oracle Hospitality Food and Beverage Applications

- The Oracle Hospitality Technology Foundation for Food and Beverage Program may only be used with Oracle Hospitality Food and Beverage Programs. New reports or customizations of the included reports are allowed. Integration to third party systems is only allowed via the Oracle Hospitality Interface Programs, data integration extracts and/or APIs. You may not add unsupported applications to the environments created with this Program. You are allowed to host data elements originating only from the Oracle Hospitality Programs in the schemas created with the use of this Program. You may not host any third party data elements.

Licensing Rules for Oracle Hospitality Hotels Applications

- The Oracle Hospitality Technology Foundation Programs may only be used with Oracle Hospitality Hotel Programs. New reports or customizations of the included reports are allowed. Integration to third party systems is only allowed via the Oracle Hospitality Interface Programs, data integration extracts and/or APIs. You may not add unsupported applications to the environments created with this Program. You are allowed to host data elements originating only from the Oracle Hospitality Programs in the schemas created with the use of this Program. You may not host any third party data elements.
- The Oracle Hospitality OPERA 5 Property Standard Program is limited to 55 functions as defined in the Program Documentation.
- The Oracle Hospitality OPERA 5 Property Lite Program is limited to 30 functions as defined in the Program Documentation.
- The Oracle Hospitality Suite8 Property Resort Edition Program is limited to 30 functions as defined in the Program Documentation.

- The Oracle Hospitality Suite8 Property Small Business Edition Program is limited to 18 functions as defined in the Program Documentation.
- The following Programs may only be used with the Oracle Hospitality OPERA Programs: Oracle Hospitality Technology Foundation for Hotel Property Systems – OPERA 5 Premium, Oracle Hospitality Technology Foundation for Hotel Property Systems – OPERA 5 Standard, Oracle Hospitality Technology Foundation for Hotel Property Systems – OPERA 5 Lite and Oracle Hospitality Technology Foundation for Hotel Central Office Systems. New reports or customizations of the included reports are allowed. Integration to third party systems is allowed via the Oracle Hospitality Interface Programs only. You may not add new schemas or unsupported applications.
- You are responsible for ensuring compliance with the Hospitality Associated Program Matching Table which may be accessed at http://oracle.com/contracts.

Licensing Rules for PeopleSoft Applications

- Your use of the Campus Self Service and Student Administration components within the Campus Solutions Program is subject to the additional terms and conditions set forth in the INAS Software Supplement located at http://oracle.com/contracts.

Licensing Rules for Primavera Applications

- For the purposes of the following Primavera Programs: Earned Value Management, Evolve, SureTrak, Contractor and P3 Project Planner, You acknowledge that You have both read and understand the limited Software Update License & Support services that are available for these Programs, as described in Oracle's Technical Support Policies.
- For purposes of the Primavera SureTrak and Primavera P3 Project Planner Programs, You acknowledge that the agreement delivered to You with these Programs, and not the end user license agreement contained in the product installation, governs the end user's use of these Programs.
- For the purposes of the following Programs: Primavera P6 Enterprise Project Portfolio Management and Primavera P6 Enterprise Project Portfolio Management Web Services, developers and/or users (i) who are not already licensed for the Primavera P6 Enterprise Project Portfolio Management Program and (ii) who access (including through Access Points) applications, must be licensed for the Primavera P6 Enterprise Project Portfolio Management Web Services Program. "Access Points" includes, but is not limited to, third party, Oracle or custom versions of the following: interfaces, API's, web services and database links.
- For the purposes of the following Programs: Primavera Contract Management Web Services and Primavera Contract Management, developers and/or users (i) who are not already licensed for the Primavera Contract Management Program and (ii) who access (including through Access Points) applications, must be licensed for the Primavera Contract Management Web Services Program. "Access Points" includes, but is not limited to, third party, Oracle or custom versions of the following: interfaces, API's, web services and database links.

Licensing Rules for Oracle Retail Programs

- The Oracle Retail Technology Foundation for Store Applications Program may only be used with the Oracle Retail Point of Service Program, the Oracle Retail Back Office Program, the Oracle Retail XStore Point of Service Program and the Oracle Retail XStore Office Program. Any use of the Oracle Retail Technology Foundation for Store Applications Program by other Oracle Programs or third party programs is not permitted.

Licensing Rules for Siebel Applications

- For the Siebel Branch Teller Services Program, Siebel Internet Banking Services Program, Siebel Retail Finance Foundation Services Program and the Siebel Financial Transactions Workbench Program, You may use third party tools to (a) create materials or (b) modify the materials identified as Sample Screen Code and Process Templates in the Program Documentation, all in accordance with the Program Documentation, and provided that such materials or modified materials shall be used solely with Your licensed use of such Programs. You shall not limit in any way Oracle's right to develop, use, license, create derivative works of, or otherwise freely exploit the Programs, ancillary Programs, Program Documentation, or any other materials provided by Oracle, or to permit third parties to do so.
- The Siebel Details Program includes a license for 20 Concurrent Users that authorizes You to use the Program on only one Computer for a maximum of 20 Concurrent Users at any given time. A "Concurrent User" is defined as each individual that may concurrently use or access the Programs. Concurrent Users may only be Your existing customers or Your prospective customers, and may not be Your business partners or Your employees.
- The Siebel Marketing Server Program is licensed on a Computer basis together with the number of unique Customer Records that You may access using the Program. A "Customer Record" is defined as each unique Record (including contact records, prospect records and records in external data sources) that You may access using the Program.

- The Siebel Pharma Marketing Server is licensed on the basis of the number of unique Customer Records that You may access using the Program together with the number of Brands that You may manage using the Program. A "Brand" is defined as a named product offering that corresponds to a specific molecular entity, including multiple dosage forms and multiple strengths for the same molecular entity.
- The Siebel Pricing Claims Server-Up to 20 Application Users is licensed on a Computer basis with a limitation on the number of Application Users. An "Application User" is defined as an individual authorized by You to use the applicable licensed application Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time.
- The users or processors of the Siebel Web Channel Program may access a maximum of 15 Objects. An "Object" is defined as each data entity within the Business Object Layer of the Programs that is defined in the Siebel Tools Program.
- The Siebel Data Quality License may only be used with Oracle Master Data Management or Oracle CRM deployments.

Licensing Rules for Systems Software Programs

Failover: Subject to the conditions that follow below, Your license for the following Programs: StorageTek QFS, StorageTek QFS Client, Oracle Hierarchical Storage Manager, StorageTek Automated Cartridge System Library Software (ACSLS), includes the right to run the licensed Program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two days). The above right only applies when a number of machines are connected to the disk cache or tape library, i.e., the machines are not in a clustered environment and the machines share a disk array or tape library. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, You must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. Downtime for maintenance purposes counts towards the ten separate days limitation. Any use beyond the right granted in this section must be licensed separately.

Licensing Rules for Programs Licensed per UPK Module

- Oracle grants to You a non-exclusive, nontransferable license for Your UPK Developer(s) to: (i) use those User Productivity Kit ("UPK") Programs licensed as UPK modules (collectively referred to as "UPK content") only as necessary to create and provide training solely for Employee and/or Application Users to use the underlying Programs for Your benefit; (ii) make an unlimited number of copies of the UPK content only as necessary to create and provide training solely to Employees and/or Application Users to use the underlying Programs for Your benefit; and (iii) develop modifications and customizations to the UPK content, if applicable, all subject to the terms and conditions set forth in this agreement, provided all copyright notices are reproduced as provided on the original. You represent and warrant that You have a valid license for the underlying Program(s). You are prohibited from reselling or distributing the UPK content to any other party or using the UPK content other than as explicitly permitted in this agreement. Oracle represents that the UPK content and any content created by You using the UPK content contains valuable proprietary information. Oracle retains title to all portions of the UPK content and any copies thereof. You shall use UPK content modifications created by You solely for Your internal use in accordance with the terms of this agreement. You may provide access to and use of the UPK content only to those third parties that are licensed as Application Users and that: (a) provide services to You concerning Your use of the UPK content; (b) have a need to use and access the UPK content; and (c) have agreed to substantially similar non-disclosure obligations imposed by You as those contained in this agreement. Application and Employee User(s) of UPK Programs may view and interact with simulations and documentation but may not create or modify simulations or documentation.

Licensing Rules for MySQL Programs

- The MySQL Programs may contain third party technology. Oracle may provide certain notices to You in Program Documentation, "readme" files or the installation details in connection with such third party technology. Third party technology will be licensed to You either under the terms of the agreement, or if specified in the Program Documentation, "readme" files, or the installation details, under separate license terms ("separate terms") and not under the terms of the agreement ("separately licensed third party technology"). Your rights to use such separately licensed third party technology under the separate terms are not restricted in any way by the agreement.

EXHIBIT E

APPLICATIONS LICENSING TABLE
http://www.oracle.com/us/corporate/contracts

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EXHIBIT E

ORACLE INTEGRATED SOFTWARE OPTIONS LICENSE DEFINITIONS, RULES AND METRICS
http://www.oracle.com/us/corporate/contracts

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EXHIBIT E

TERMS FOR ORACLE SOLARIS
http://www.oracle.com/us/corporate/contracts

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EXHIBIT F
ORACLE LINUX AND ORACLE VM SERVICES SUPPLMENTAL PUBLIC SECTOR TERMS AND CONDITIONS v190712.

EXHIBIT F



SUPPLEMENTAL PUBLIC SECTOR TERMS AND CONDITIONS
FOR
ORACLE LINUX AND ORACLE VM SERVICES

These Supplemental Public Sector Terms and Conditions ("Terms and Conditions") apply to the Oracle Linux and Oracle VM Services that you order from the Contractor through orders issued pursuant to the OMNIA contract to which these Terms and Conditions are attached and incorporated (the "Contract"). These Terms and Conditions shall take precedence over any conflicting terms in the Contract or any order issued pursuant to the Contract and shall govern Your use of the Oracle Linux/Oracle VM Service Offering(s) ordered from the authorized Oracle reseller or distributor ("Contractor").

1. **DEFINITIONS**

1.1 "**Covered Programs**" is defined as the specific set of software products listed on the document titled Oracle Linux and Oracle VM Included Files (available at http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf) for which You have ordered Oracle Linux/Oracle VM Service Offering(s), including any related program documentation and patches and bug fixes acquired through such Oracle Linux/ Oracle VM Service Offering(s).

1.2 "**Oracle Linux Service Offering(s)**" **and** "**Oracle VM Service Offering(s)**" (collectively, "Oracle Linux/Oracle VM Service Offering(s)") refer to Oracle Linux and Oracle VM support services respectively and Oracle Linux/Oracle VM-related Service Offerings(s) as defined under the Oracle Linux and Oracle VM support policies.

1.3 "**Oracle Linux/Oracle VM Term(s)**" is defined as the duration for which You have acquired the applicable Oracle Linux/Oracle VM Service Offering(s).

1.4 "**Physical CPU(s)**" is defined as each monolithic integrated circuit responsible for executing a System's Covered Programs. A monolithic integrated circuit with multiple cores or hyperthreading is counted as a single Physical CPU when determining the total number of Physical CPUs in a System.

1.5 "**Program Documentation**" refers to the program user manual and program installation manuals. Program Documentation may be delivered with the programs. You may access the documentation online at http://oracle.com/documentation.

1.6 "**Supported System(s)**" is defined as a System to which You apply or intend to apply Oracle Linux/Oracle VM Service Offering(s) received from Oracle at the specified service level in Your order, including but not limited to updates, patches, fixes, security alerts, work arounds, configuration, installation assistance (for Oracle VM, Support System(s) includes Oracle VM Manager).

1.7 "**System(s)**" is defined as the computer on which the Oracle Linux programs and/or Oracle VM Server programs are installed. Where computers/blades are clustered, each computer/blade within the cluster shall be defined as a System. (For purposes of calculating the price of the Oracle VM Service Offering(s), the computers where the Oracle VM Manager programs are installed are not counted).

1.8 "**You**" and "**Yours**" refers to the individual or entity that has ordered Oracle Linux/Oracle VM Services from Contractor under Your Contract and the order accompanying these Terms and Conditions.

2. **ORACLE LINUX/ORACLE VM SERVICE OFFERING(S)**

2.1 The Oracle Linux/Oracle VM Service Offering(s) are provided at the support level and for the Oracle Linux/Oracle VM Term defined in Your order.

2.2 When ordering Oracle Linux/Oracle VM Service Offering(s) You must comply with the following availability rules:

- Oracle Linux Premier Limited, Oracle Linux Basic Limited, and Oracle VM Premier Limited are available only for Systems with no more than two (2) Physical CPUs per System.
- Oracle Linux Premier, Oracle Linux Basic, Oracle Linux Network, and Oracle VM Premier are available for Systems with any number of Physical CPUs per System.

EXHIBIT F

2.3 Upon acceptance of Your order, You have the limited right to receive the applicable Oracle Linux/Oracle VM Service Offering(s) solely for Your business operations and subject to the terms of these Terms and Conditions.

2.4 For purposes of Your order, (a) Oracle Linux Service Offering(s) consist of the Oracle Linux support services level You may have ordered for the Oracle Linux programs; and (b) Oracle VM Service Offering(s) consist of the Oracle VM support services level You may have ordered for the Oracle VM programs. If ordered, the Oracle Linux/Oracle VM Service Offering(s) (including initial year and all subsequent years) are provided under the Oracle Linux and Oracle VM support policies in effect at the time the Oracle Linux/Oracle VM Service Offering(s) are provided. The Oracle Linux and Oracle VM support policies, which are incorporated in these Terms and Conditions, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of Oracle Linux/Oracle VM Service Offering(s) provided during the period for which fees for the Oracle Linux/Oracle VM Service Offering(s) have been paid. Oracle Linux/Oracle VM Service Offering(s) are available for certain Systems, and may be subject to additional restrictions as set forth in the Oracle Linux and Oracle VM support policies. You should review the Oracle Linux and Oracle VM support policies prior to entering into the order for the applicable Oracle Linux/Oracle VM Service Offering(s). You may access the current version of the Oracle Linux and Oracle VM support policies at http://www.oracle.com/us/support/library/enterprise-linux-support-policies-069172.pdf.

2.5 The Oracle Linux/Oracle VM Service Offering(s) are effective upon the effective date of Your order unless otherwise stated in Your order.

2.6 The Oracle Linux/Oracle VM Service Offering(s) provided under these Terms and Conditions are in support of licenses You acquired separately. All patches, bug fixes and other code received as part of the Oracle Linux/Oracle VM Service Offering(s) under these Terms and Conditions shall be provided under the terms of the appropriate license agreement that You accepted upon downloading and/or installing the Oracle Linux and/or Oracle VM program(s). The Oracle Linux/Oracle VM Service Offering(s) may also include the right to use certain additional software or tools during the Oracle Linux/Oracle VM Term for which fees for Oracle Linux/Oracle VM Service Offering(s) have been paid. The license terms for any such software or tools, as well as any limitations associated with them, will be referenced in the Program Documentation.

3. INDEMNIFICATION

3.1 Provided You are a current subscriber to the Oracle Linux/Oracle VM Service Offering(s), if a third party makes a claim against You that any Covered Programs furnished by Oracle, and used by You for Your business operations infringes its intellectual property rights, Oracle, at its sole cost and expense, will defend You against the claim and indemnify You from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Oracle, if You do the following:

a. Notify Oracle promptly in writing, not later than 30 days after You receive notice of the claim (or sooner if required by applicable law);
b. Give Oracle sole control of the defense and any settlement negotiations; and
c. Give Oracle the information, authority, and assistance it needs to defend against or settle the claim.

3.2 If Oracle believes or it is determined that any Covered Programs may have violated a third party's intellectual property rights, Oracle may choose to either modify the Covered Programs to be non-infringing (while substantially preserving their utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, then Oracle may, upon 30 days notice to You, terminate Your right to receive indemnification for Your further use of the Covered Programs and refund any unused, prepaid service fees You have paid for the Covered Programs.

3.3 Notwithstanding the above, Oracle will not defend or indemnify You in connection with claims, damages, liabilities, costs or expenses arising out of, or caused by, or related to: (a) Your distribution of the Covered Programs; (b) Your alteration of the Covered Programs; (c) Your use of a version of the Covered Programs which has been superseded, if the infringement claim could have been avoided by using the current version of the Covered Programs; (d) Your use of the Covered Programs outside the scope of use identified in the user documentation or the Oracle Linux and Oracle VM support policies; (e) Your use of the Covered Programs when You were not a subscriber to the Oracle Linux/Oracle VM Service Offering(s); (f) any information, design, specification, instruction, software, data, or material not furnished by Oracle; (g) the combination of any Covered Programs with any products or services not provided by Oracle; (h) Your claim, lawsuit, or action against a third party. **This section provides Your exclusive remedy from Oracle for any infringement claims or damages, liabilities, costs or expenses.**

4. FEES AND TAXES; ORACLE LINUX/ORACLE VM-RELATED SERVICE OFFERING(S)

4.1 For the initial Oracle Linux/Oracle VM Term for which fees are to be paid for the applicable Oracle Linux/Oracle VM Service Offering(s), the fees due will be calculated based upon the number of Systems to be supported that are in existence as of the date of Your order. For the second and all subsequent Oracle Linux/Oracle VM Terms, the fees due will be calculated based on the total number of Systems supported that are in existence as of the first day of the applicable Oracle Linux/Oracle VM Term(s) (e.g., fees calculated for the second term will be based upon the total number of Systems supported that are in existence on the first day of the second term).

EXHIBIT F

4.2 In addition to the fees for the Oracle Linux/Oracle VM Service Offering(s) specified above, You agree to pay additional fees for the level of Oracle Linux/ Oracle VM Service Offering(s) ordered based on the maximum number of Supported Systems that exist simultaneously at any time during the applicable Oracle Linux/Oracle VM Term and in accordance with the Oracle Linux and Oracle VM support policies for the level of support You are ordering. In the event that You decide to increase the number of Supported Systems, You agree that You will promptly place an order for Oracle Linux/ Oracle VM Service Offering(s) for the increased number of these Supported System(s) and pay the additional required fees.

4.3 You may order a limited number of Oracle Linux/Oracle VM-related Services Offering(s) under these Terms and Conditions, as listed in the Oracle Linux and Oracle VM support policies. For these Oracle Linux/ Oracle VM-related Service Offering(s), the fees due for the initial Oracle Linux/Oracle VM Term and all subsequent Oracle Linux/Oracle VM Terms will be based on Oracle's then current Oracle Linux and Oracle VM Service Offering(s) pricing policies.

4.4 Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in these Terms and Conditions.

4.5 Oracle Linux/Oracle VM Service Offering(s) are invoiced in arrears of the Oracle Linux/Oracle VM Service Offering performance; specifically, Oracle Linux/Oracle VM Service Offering(s) fees are invoiced quarterly in arrears. The period of performance for all Oracle Linux/Oracle VM Services Offering(s) is effective upon the effective date of Your order.

5. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

5.1 Oracle warrants that the Oracle Linux/Oracle VM Service Offering(s) will be provided in a professional manner consistent with industry standards. You must notify Oracle of any Oracle Linux/Oracle VM Service Offering(s) warranty deficiencies within 90 days from performance of the defective Oracle Linux/Oracle VM Service Offering(s).

5.2 TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5.3 ORACLE DOES NOT GUARANTEE THAT THE COVERED PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS. FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY, AND ORACLE'S ENTIRE LIABILITY, SHALL BE THE REPERFORMANCE OF THE DEFICIENT ORACLE LINUX/ORACLE VM SERVICE OFFERING, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE RELEVANT ORACLE LINUX/ORACLE VM SERVICE OFFERING AND ORACLE WILL REFUND TO CONTRACTOR THE FEES CONTRACTOR PAID TO ORACLE FOR THE DEFICIENT LINUX/ORACLE VM SERVICE OFFERING AND CONTRACTOR WILL, IN TURN, REFUND TO YOU THE FEES YOU PAID THE CONTRACTOR FOR THE DEFICIENT ORACLE LINUX/ORACLE VM SERVICE OFFERING.

6. TERMINATION

6.1 If the Contractor or You breaches a material term of Your order or Your Contract (including these Terms and Conditions) and fails to correct the breach within thirty (30) days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the order. If Contractor terminates the order as specified in the preceding sentence, You must pay within thirty (30) days all amounts which have accrued prior to such termination, as well as all sums remaining unpaid for the Oracle Linux/Oracle VM Service Offering(s) received under such order, plus applicable taxes (if any) and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the thirty (30) day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under Your Contract (including these Terms and Conditions), You may not use the Oracle Linux/Oracle Service Offering(s) that are subject to the Contract.

6.2 Provisions that survive termination or expiration include those relating to limitation of liability, infringement indemnity, payment, and others which by their nature are intended to survive.

7 NONDISCLOSURE

7.1 By virtue of Your order and these Terms and Conditions, the Contractor and You may have access to information that is confidential to one another or Oracle ("**Confidential Information**"). You agree to disclose only information that is required for the performance of obligations under Your order. Confidential Information shall be limited to Your Contract (including these Terms and Condition) with the Contractor and all information clearly identified as confidential at the time of disclosure.

7.2 Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

EXHIBIT F

7.3 Subject to applicable law, You, the Contractor, and Oracle agree not to disclose the other's Confidential Information to any third party other than those set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party. You, the Contractor, and Oracle may disclose Confidential Information only to those employees or agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than under these Terms and Conditions. Nothing shall prevent either party from disclosing the terms or pricing under the Contract or orders submitted under the Contract in any legal proceeding arising from or in connection with the Contract or disclosing the Confidential Information to a governmental entity as required by law. In the event You receive a valid request for Oracle's Confidential Information pursuant to applicable law, You will provide Oracle with reasonable notice of such request and give Oracle an opportunity to object to or limit any such disclosure.

8 **ENTIRE AGREEMENT**

8.1 You agree that the Contract (including these Terms and Conditions) and the information which is incorporated by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, are the complete agreement for Oracle Linux/Oracle VM Service Offering(s) ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Oracle Linux/Oracle VM Service Offering(s).

8.2 It is expressly agreed that these Terms and Conditions and Your order shall supersede the terms in any purchase order, procurement internet portal or any other similar non-Oracle document and no terms included in any such purchase order, portal or other non-Oracle document shall apply to the Oracle Linux/Oracle VM Service Offering(s) ordered. In the event of any inconsistencies between the rest of the Contract and these Terms and Condition, these Terms and Conditions shall take precedence.

9 **LIMITATION OF LIABILITY**

ORACLE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO YOUR ORACLE LINUX/ORACLE VM SERVICE OFFERING(S) ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO ORACLE, AND IF SUCH DAMAGES RESULT FROM DEFICIENT ORACLE LINUX/ORACLE VM SERVICE OFFERING(S), SUCH LIABILITY SHALL BE LIMITED TO THE FEES PAID TO ORACLE FOR THE DEFICIENT ORACLE LINUX/ORACLE VM SERVICE OFFERING(S) GIVING RISE TO THE LIABILITY.

10 **EXPORT**

Export laws and regulations of the United States and any other relevant local export laws and regulations may apply to the Oracle Linux/Oracle VM Service Offering(s). You agree that such export control laws govern Your use of any Oracle Linux/Oracle VM Service Offering(s) deliverables provided under these Terms and Conditions, and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program and/or materials resulting from Oracle Linux/Oracle VM Service Offering(s) (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

11 **FORCE MAJEURE**

With respect to Your order for Oracle Linux/Oracle VM Service Offering(s), neither You, Contractor or Oracle shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic, electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export, import or other license); other event outside the reasonable control of the obligated party. You, Contractor or Oracle will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, You, Contractor or Oracle may cancel unperformed Oracle Linux/Oracle VM Service Offering(s) and affected orders upon written notice. This section does not excuse the obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for Oracle Linux/Oracle VM Service Offering(s) ordered or delivered.

12 **GOVERNING LAW**

These Terms and Conditions and Your Oracle Linux/Oracle VM Service Offering(s) order are governed by the laws of Arizona.

13 **ASSIGNMENT**

You may not assign Your order or give or transfer the Oracle Linux/Oracle VM Service Offering(s) or an interest in them to another individual or entity. If You grant a security interest in the Oracle Linux/Oracle VM Service Offering(s), the secured party has no right to use or transfer those Oracle Linux/Oracle VM Service Offering(s).

EXHIBIT F

14 AUDIT

Upon 45 days written notice, Oracle may audit Your use of the Oracle Linux/Oracle VM Service Offering(s). You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You shall be responsible for paying any underpaid fees related to use of the Oracle Linux/Oracle VM Service Offering(s). Contractor may assign its right to audit your use of the Oracle Linux/Oracle VM Service Offering(s) to Oracle. If the Contractor assigns its right to audit your use of the Oracle Linux/Oracle VM Service Offering(s) to Oracle, then Oracle shall not be responsible for any costs incurred by either you or Contractor in cooperating with the audit.

15 SEGMENTATION

The purchase of Oracle Linux/Oracle VM Service Offering(s) or other service offerings, programs or products through the Contractor are all separate offers and separate from any other order. You understand that You may purchase Oracle Linux/Oracle VM Service Offering(s) or other service offerings, programs or products independently of any other order. Your obligation to pay under any order is not contingent on performance of any other service offerings or delivery of programs or products. You acknowledge that You have entered into the purchase through the Contractor without reliance on any financing or leasing arrangement with Oracle or its affiliate.

16 OTHER

16.1 You understand that no partnership, joint venture, or agency relationship exists between You and Oracle or between Contractor and Oracle. You, Contractor and Oracle are responsible for paying their own employees, including employment related taxes and insurance.

16.2 If any term of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of these Terms and Conditions.

16.3 Oracle Linux/Oracle VM Service Offering(s) are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Oracle Linux/Oracle VM Service Offering(s) in such applications.

16.4 Oracle is a third party beneficiary of any order placed under these Terms and Conditions, but does not assume any of Contractor's obligations thereunder..

16.5 You understand that Oracle's business partners, including any third party firms retained by You to provide consulting services, are independent of Oracle and are not Oracle's agents.

EXHIBIT ~~F~~ G

OFFICE OF PROCUREMENT SERVICES CONTRACTOR TRAVEL AND PER DIEM POLICY

1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.

2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): (www.gsa.gov).

2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.

2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.

3.0 Commercial air travel shall be reimbursed as follows:

3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.

3.2 The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.

3.3 The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.

4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.

4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase this coverage.

4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)

4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.

4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.

4.5 The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.

5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-

room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel, fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.

6.0 Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts.

7.0 Contractor shall provide, (upon request) with their invoice(s), copies of receipts supporting travel and per diem expenses, and if applicable with a copy of the written consent issued by the Contract Administrator. No travel and per diem expenses shall be paid by County without copies of the written consent as described in this policy and copies of all receipts.

DLT SOLUTIONS LLC, PO BOX 743359, ATLANTA GA 30374

PRICING SHEET: NIGP CODE 20655

Terms:	NET 30
Vendor Number:	VC0000005421
Certificates of Insurance	Required
Contract Period:	To cover the period ending **November 30, 2023.**

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/07/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Willis Towers Watson Certificate Center	
Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
DLT Solutions, LLC Attn: Steve McDaneld 2411 Dulles Corner Park Suite 800 Herndon, VA 20171	INSURER A: Travelers Property Casualty Company of Ame	25674
	INSURER B: Phoenix Insurance Company	25623
	INSURER C: Charter Oak Fire Insurance Company	25615
	INSURER D: Beazley Insurance Company Inc	37540
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W20900300 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y		HC2J-GLSA-118D2483-21	02/01/2021	02/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		HN-CAP-118D2502-21	02/01/2021	02/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			CUP-1P30572A-21-I3	02/01/2021	02/01/2022	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-8M294999-21-I3-K	02/01/2021	02/01/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Cyber Liability Professional E&O Liability			W26129210301	02/01/2021	02/01/2022	Each Claim/Aggregate Each Claim Aggregate	$1,000,000 $300,000 $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Voids and Replaces Previously Issued Certificate Dated 05/03/2021 WITH ID: W20865233.

Monroe County Board of County Commissioners is included as an Additional Insured as respects to General Liability and Auto Liability

APPROVED BY E16K MANAGEMENT
BY
DATE 5.10.2021
WAIVER N/A X YES

CERTIFICATE HOLDER

Monroe County Board of County Commissioners
1100 Simonton Street
Key West, FL 33040

CANCELLATION

SHOULD ANY OF THE A
THE EXPIRATION DA
ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: K1
2023-3871

BULK ITEM: No

DEPARTMENT: County Attorney

TIME APPROXIMATE:
N/A

STAFF CONTACT: Kelly Dugan

AGENDA ITEM WORDING: An Attorney-Client Closed Session in the matter of *Monroe County, Florida v. Mark Schofield,* 16th Judicial Circuit Case No. 18-CA-217-P.

ITEM BACKGROUND:
Per F.S. 286.011(8), the subject matter of the meeting shall be confined to settlement negotiations or strategy sessions related to litigation expenditures. Present at the meeting will be the County Commissioners, County Administrator Christine Hurley, County Attorney Bob Shillinger, Assistant County Attorney Kelly Dugan, and a certified court reporter.

PREVIOUS RELEVANT BOCC ACTION:
03-25-25 BOCC Meeting, Item 3588 - The Board approved moving the closed session to the BOCC meeting on 04/16/25 in Marathon at 9:00 a.m. or as soon thereafter as may be heard.
02-21-18 BOCC Meeting, Item 3834 - Authorization to initiate litigation regarding CE10040067.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Hold the closed session.

DOCUMENTATION:

2025-01-21 Schofield Settlement..pdf
Closed Session Script for Schofield April 16 2025.docx

FINANCIAL IMPACT:

Total Cost to County: Court Reporter Costs
Budgeted: Yes
Source of Funds: 67501-530330

E-mail:
Tobinlaw@terranova.net
Tel:
305-852-3388
Mailing
P.O. Box 620
Tavernier, FL 33070

ANDREW M. TOBIN, PA
Attorney at Law
92400 Overseas Hwy, Ste. No. 7
Tavernier FL 33070

Administrative Law
Appellate Practice
Commercial Litigation
Land Use/ Zoning Law
Property Law
Real Estate Closings
Title Insurance

Via Email

January 21, 2025

Bob Shillinger, Esq.
County Attorney - shillinger-bob@monroecounty-fl.gov
Key West, Florida

Re: *Monroe County v. Mark Schofield* - Case No. 18-CA-217-P

Dear Bob;

The purpose of this letter is to explore a possible settlement of the above referenced case. Let me start by saying Cynthia Hall represented the County's interest well and should be commended. Also, I am not seeking to retry the legal issues. We lost at the trial level and on appeal, and there is no point in rehashing the rulings. With that said, I offer the following.

The Unsafe Referral. (Ex. 1) On August 2, 2010, the Building Official issued an *Unsafe/Unsanitary Referral* with the following Comments: "Broken out windows; Facia and roof trusses rotted; Fence falling down, post rotten, abandoned." (Ex. 1).

The Notice of Violation (Ex. 2). Because the NOV does not describe the extent of the violations Mr. Schofield arranged a meeting with Inspector Diane Link, who informed him what he needed to do. Inspector Link did not provide Mr. Schofield with a copy of the Unsafe Referral.

Mr. Schofield then signed a Stipulation that imposed a $500 per day fine if he failed to comply and waived his right to challenge any future orders. Mr. Schofield signed a second stipulation to extend the compliance date. It is undisputed that Mr. Schofield repaired the window, mowed the grass, removed some of the rotted facia and arranged for his neighbor to remove the rotted fence. He did not get a final inspection and there was a debate at the 2023 trial, as to what work was required and performed in 2010.

2015 Collection Letter. (Ex. 3) Mr. Schofield believed he complied with Ms. Link's directives, and was shocked when he received the County's standard "collection letter" informing him "the County's records indicate the violations remain on your property . . . and the fines will continue to run until the property comes into compliance" and to disregard the letter if he had hooked up to the sewer. By that time the $500 per day fine was over **$800,000**.

The 2015 Foreclosure. The bank filed a mortgage foreclosure action against Mr. Schofield and the County filed a cross-claim to foreclose the code enforcement lien/fines. After discussions with Steve Williams, Mr. Schofield believed he could resolve the violations and he arranged to pay off the mortgage in full. The bank and the County dismissed the pending foreclosure actions. Mr. Schofield had several meetings with the Building Official and had a registered engineer prepare a report that showed the structure could be repaired.

The 2018 Foreclosure. In a nutshell, the Court rejected our constitutional “due process” challenge to the foreclosure action because the Unsafe Referral, the Notice of Violation and the Final Order are ambiguous and lack specificity.

The Prior/Current Unsafe Ordinances. To support our legal challenge we provided the Court with the current code that requires the Building Official to actually visit the property and to **specify** "the unsafe physical criteria and the suggested methods for abatement or remediation." (Ex. 3 §6-7 "Unsafe Building"). The code in effect in 2010 did not require the Building Official to specify what was unsafe or the necessary remediation.

In a perfect world a) Mr. Schofield would not have relied on the Inspector and would have been more vigilant; b) the Inspector would not have met with Mr. Schofield and would have arranged a meeting with a building official, who would have provided specific criteria about the violations and the required remediation; and c) In the event Schofield failed to remediate as required, the County would have given Mr. Schofield fair notice that the failure to correct the specific unsafe issues by a date certain would result in a demolition order and a lien on the property for about $15,000 (instead of $2.2 million) which the County could have foreclosed at any time.

Conclusion. The Courts are tasked with resolving the legal and constitutional issues. However, the BOCC has the inherent authority to determine whether it is fair and whether justice is served by foreclosing on the $2.2 million lien. I would like to believe there is a fair and just alternative and offer the following.

Mr. Schofield agrees and will stipulate to the entry of an enforceable amended final judgment prepared by the County Attorneys Office that requires the following: 1) Mr. Schofield will apply for and obtain a demolition permit and demolish the structure within 45 days after the demolition permit is issued; and 2) Mr. Schofield will pay a $75,000 fine and pay $50, 000 for the County's attorneys fees (total $125,000) no later than 12 months after the amended final judgment is entered or earlier if the property sells. The County Attorney can maintain its $2.2 lien and foreclose the lien if Mr. Schofield fails to comply.

Please present the offer to the Board of County Commissioners at your earliest opportunity. Thank you again for your professional courtesies in speaking with me about the case.

Sincerely yours,

Andrew M. Tobin

UNSAFE/UNSANITARY REFERRAL

TO: Joe Paskalik, Building Official

THROUGH: Ronda Norman, Sr. Director, Code Enforcement RN

FROM: Allen

SUBJECT: Referral for Unsafe/Unsanitary Property/Structure(s)/System(s)

DATE: 8/2/10

Attached please find photographs/documents regarding:

CODE ENFORCEMENT CASE: CE10040067, for your review.

Owner/ Tenant: Schofield

RE: 00461740-000000 **KEY:**

COMMENTS: -Broken out windows
- Facia and roof trusses Rotted
- Fence falling down most Rotten and abandoned -

I have reviewed the documents/photographs provided to me regarding the above Code Enforcement Case. Based upon the photographs/ documents provided to me, it is my opinion, that the conditions of the property, structure(s) and/or system(s) are deemed to be:

X Unsafe per Monroe County Code and will X will not ____ require a building permit to bring the violation(s) into compliance.

____ Unsanitary per Monroe County Code and will ____ will not ____ require a permit to bring the violation(s) into compliance.

Joe Paskalik
Joe Paskalik, Building Official

8-11-10
Date

CASE # 18-CA-217-P
PLAINTIFF/PETITIONER
ID G-1 DATE
EXHIBIT DATE

PLAINTIFF'S EXHIBIT 1

County of Monroe

Code Enforcement Department
2798 Overseas Highway
Marathon, Florida 33050

NOTICE OF VIOLATION/NOTICE OF HEARING

To: SCHOFIELD MARK H
18161 SW 84TH AVENUE
MIAMI, FL 33157

Case Number: CE10040067

Location: 114 W AVENUE A- K.L.T.V. , KEY LARGO, FL 33037
Re Number: 00461740000000

DEAR PROPERTY OWNER,

You are hereby notified that an investigation of the above property on 05 08/2010 found the following violation(s):

21-20.(b) - PREMISES TO MOWED
Property needs to be mowed.

Corrective Action Required:
Mow the premises upon reciept of this notice of violation. The property must be mowed to a height not to exceed eight (8) inches. Mowing does not include or authorize the removal of native vegetation or vegetation that would require a permit for it's removal.

6-27.(b)(2)b - UNSAFE/STRUCTURAL DETERIORATIO
The Residence and all structures including the wooden fence have been deemed unsafe by the Building official due to the structural intergrity and delapidation of the construction.

Corrective Action Required:
CONTACT THE MONROE COUNTY BUILDING DEPARTMENT AND OBTAIN A PERMIT TO DEMOLISH THE OFFENDING STRUCTURE/STRUCTURAL PARTS OR OBTAIN A PERMIT TO BRING THE STRUCTURE/ STRUCTURAL PARTS UP TO CODE. NO EXTRA TIME TO COMPLY WILL BE GIVEN AS THIS VIOLATION POSES A SERIOUS THREAT TO PUBLIC HEALTH SAFETY AND WELFARE.

6-27.(b)(2)i - UNSAFE ABANDONED COVERINGS
The building is vacant and abandoned and has been deemed unsafe by the Building Official.

CASE # 18-CA-217-P
PLAINTIFF/PETITIONER
ID H-1 DATE
EXHIBIT DATE

Corrective Action Required:
CONTACT THE MONROE COUNTY BUILDING DEPARTMENT AND OBTAIN A PERMIT TO BRING UP TO CODE OR DEMOLISH AS REQUIRED.
REMOVE ALL UNAPPROVED COVERINGS AS DIRECTED. NO EXTRA TIME TO COMPLY WILL BE GIVEN AS THIS VIOLATION POSES A SERIOUS THREAT TO PUBLIC HEALTH SAFETY AND WELFARE.

PLEASE TAKE NOTICE that a **Public Hearing will be conducted by the Special Magistrate in the above case on 08/26/2010 at 9:00 AM in the Monroe County Government Regional Center, 2798 Overseas Hwy., Marathon, Florida**.

TO AVOID ATTENDING THE HEARING, all violation(s) noted above must be corrected by **08/11/2010** . If a violation is corrected and then recurs, or if the violation is not corrected by the time specified, or if the violation is a repeat violation, the case may be presented to the Code Enforcement Special Magistrate even if the violation has been corrected prior to the hearing.

Failure to correct the violation(s) may result in the imposition of costs of prosecution and fines, not to exceed $1,000 per day per violation for a first violation, $5,000 per day per violation for a repeat violation, and up to $15,000 per violation if the Special Magistrate finds the violation to be irreparable or irreversible in nature. If the County is forced to correct your violation(s), the Special Magistrate will order all costs incurred to be reimbursed to the County. THE IMPOSITION OF FINES AND/OR COSTS MAY RESULT IN A LIEN AGAINST YOU AND YOUR PROPERTY.

You may appear in person and/or be represented by an attorney or authorized agent. If you are represented by an attorney, your attorney is required to file a written notice of appearance with this office prior to the hearing.

You may request a continuance of the hearing for good cause shown unless an unsafe violation is alleged. Unsafe violations pose a serious threat to the Public Health, Safety and Welfare . If you choose to request a continuance, a written request on the County's form must be made five (5) business days before the date of the hearing. A request for continuance DOES NOT GUARANTEE a postponement of your hearing. Contact the office of the Liaison for the Special Magistrate to submit your request: 2798 Overseas Highway, Suite 330, Marathon, FL 33050; Phone: (305) 289-2509; Fax: (305) 289-2858.

NOTE: IF YOU DECIDE TO APPEAL any decision by the Special Magistrate, you will need to ensure that a verbatim record of the proceedings is made, which shall include the testimony and evidence upon which the appeal is to be based.

IT IS YOUR RESPONSIBILITY TO CONTACT THE CODE ENFORCEMENT INSPECTOR to confirm that you do not need to attend the hearing(s). Please contact your inspector at the appropriate location:

WHITE, ALAN
Code Enforcement Inspector

CASE # 18-CA-217-P
PLAINTIFF/PETITIONER
ID H-2 DATE _____
EXHIBIT _____ DATE _____

Lower Keys: 5503 College Road, Suite 204
Key West, FL 33040 (305) 292-4495
Middle Keys: 2798 Overseas Highway, Suite 330
Marathon, FL 33050 (305) 289-2810
Upper Keys: 102050 Overseas Highway
Key Largo, FL 33037 (305) 453-8806

CERTIFICATION OF SERVICE

I hereby certify that a copy hereof has been furnished to the above named addressee(s) by Certified Mail, Return Receipt Request No.: 7005 0390 0002 4043 4416 on 08/04/10 .

Code Enforcement Department

IF SERVICE IS NOT OBTAINED BY CERTIFIED RETURN RECEIPT MAIL, A TRUE AND ACCURATE COPY OF THIS NOTICE WILL BE POSTED AT THE SUBJECT PROPERTY AND THE MONROE COUNTY COURTHOUSE.

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than ten (10 calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".

CASE # 18-CA-217-P
PLAINTIFF/PETITIONER
ID H-3 DATE
EXHIBIT DATE

County of Monroe
Growth Management Division

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
Voice: (305) 289-2810
FAX: (305) 289-2536

Board of County Commissioners
Mayor Danny L. Kolhage, Dist.1
Mayor Pro Tem Heather Carruthers, Dist. 3
George Neugent, Dist. 2
David Rice, Dist. 4
Sylvia J. Murphy, Dist. 5

MARK H SCHOFIELD
18161 SW 84TH AVENUE
PALMETTO BAY, FL 33157-6013

April 16, 2015

Subject: Code Case: CE10040067
Location: 114 W AVENUE A. KEY LARGO, FL 33037

Dear Property Owner,

The purpose of this letter is to inform you that Monroe County, Florida has imposed a lien(s) against your property as a result of the above referenced code compliance actions. This lien is a lien on the property that was the subject of the code compliance action **and** upon any and all other real and/or personal property you own.

Please take notice that a Public Hearing will be conducted by the Code Compliance Special Magistrate on May 28, 2015. The purpose of this hearing is to consider approval to initiate collection proceedings, (complaint for foreclosure and/or money judgment).

Our records indicate that the violations remain on your property and the fines will continue to run until the property comes into compliance. If you have achieved compliance, please contact your Code Inspector at the appropriate location.

Lower Keys: 5503 College Road, Suite 204
Key West, FL 33040 (305) 292-4495
Middle Keys: 2798 Overseas Highway, Suite 330
Marathon, FL 33050 (305) 289-2810
Upper Keys: 102050 Overseas Highway
Key Largo, FL 33037 (305) 453-8806

If this case involves a Sewer Connection, and you have achieved compliance, please contact Inspector Traci Schoenrock at (305) 292-4498.

Additionally, pursuant to F.S. §162.07(2), the County is entitled to recover all costs incurred in prosecuting the case and those costs are included in the lien authorized under F.S. §162.09(3). These costs will continue to accrue until the violations are corrected and the case is closed.

Respectfully yours,

Kathleen Windsor
Sr. Code Compliance Research Analyst
Windsor-kathleen@monroecounty-fl.gov
305-289-2586

CASE # 18-CA-217-P
PLAINTIFF/PETITIONER
ID P-1 DATE
EXHIBIT DATE

MONROE COUNTY FLORIDA
CODE ENFORCEMENT DEPARTMENT

REGISTERED MAIL RECEIPTS

Complaint Number: CE 10040067

CERT #: 7013 1710 0000 2973 6485

GOOD SERVICE: yes 4/18/15
NO SERVICE: _____

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SCHOFIELD MARK H
18161 SW 84TH AVE
PALMETTO BAY, FL 33157-6013
CE10040067/NTCMTN/KW

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7013 1710 0000 2973 6485

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

7013 1710 0000 2973 6485

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

MARTHON FL 33050 APR 17 2015 USPS

Sent To: SCHOFIELD MARK H
Street, Apt. No., or PO Box No.: 18161 SW 84TH AVE
City, State, ZIP+4: PALMETTO BAY, FL 33157-6013
CE10040067/NTCMTN/KW

PS Form 3800, June 2002 See Reverse for Instructions

7013 1710 0000 2973 6485

CASE # 18-CA-217-P
PLAINTIFF/PETITIONER
ID P-2 DATE _____
EXHIBIT _____ DATE _____

Sec. 6-27. Unsafe buildings.

(a) *Definitions:* All buildings, structures, electrical, gas, mechanical or plumbing systems which are unsafe, unsanitary, or do not provide adequate egress, or which constitute a fire or windstorm hazard, or are otherwise harmful or dangerous to human life, or which in relation to existing use, constitute a hazard to safety or health shall be deemed to be unsafe structures by the Building Official or his/her authorized designee and a permit shall be obtained to demolish the structure or where specifically allowed by this section, to bring the building into compliance with the applicable codes as provided herein.

(b) *Physical criteria.*

(1) A building shall be deemed a fire or windstorm hazard and/or unsafe when:

a. There is an accumulation of debris or other material therein representing a hazard of combustion.

b. The building condition creates hazards with respect to means of egress and fire protection.

(2) A building, or a part or portion thereof, shall be deemed unsafe by the Building Official or his/her authorized designee if:

a. There is a falling away, hanging loose or loosening of any siding, block, brick, or other building material; or

b. There is a deterioration of the structure or structural parts; or

c. The building is partially destroyed; or

d. There is an unusual sagging, rippling, torsion, or leaning out of plumb of the building or any parts of the building and such effect is caused by deterioration or over-stressing; or

e. The electrical, plumbing or mechanical installations or systems create a hazardous condition contrary to the standards of the Florida Building Code and the National Electric Code; or

f. There is electrical service at or in the building or structure, without a permit having been obtained as required by the Florida Building Code; or

g. An unsanitary condition exists by reason of inadequate, insufficient, or malfunctioning sanitary facilities or waste disposal systems; or

h. There is no potable water service or electrical service; or

i. The construction, enlargement, alteration, repair or demolition of the building or part thereof or the impact resistant coverings of the building or construction or the installation of systems or components within the building or structure has been commenced or completed without a permit having been obtained as required by the Florida Building Code or where the permit has expired prior to appropriate inspections and completion or when a building or structure is occupied prior to the issuance of a certificate of occupancy or certificate of completion; or

j. The building or structure is vacant and abandoned, and covered at doors or windows with materials not previously approved by the Building Official; or

k. The building or structure has been substantially damaged by the elements, acts of God, fire, explosion or otherwise;

l. The building is being used illegally or improperly pursuant to the Florida Building Code; or

i. A change in the existing use originally approved or a previously-approved existing use has occurred without required permits, inspections, and/or approvals; or

ii. A change in occupancy classification of a building or structure or portion thereof has occurred that does not comply with the Florida Building Code; or

iii. Maintenance of conditions of occupancy or requirements of the existing occupancy classification of a building or structure or a portion thereof does not comply with the Florida Building Code from the time period when the building was originally constructed or with the code in effect at the time of construction; and

m. The building or part thereof meets the physical criteria of an unsafe structure set forth above in Section (b)(1)(a) and/or (b) and/or Section (b)(2)(a)-(l), as determined by the Building Official or Fire Marshall, with proper notice as defined in Chapter 6-27, Section (d). This provision does not supersede the authority of the Building Official under the Florida Statutes or the Florida Building Code.

(c) *Abatement:*

(1) All unsafe buildings, structures or systems are hereby declared illegal and shall be abated by repair and rehabilitation or demolition.

(2) All swimming pools or spas that contain stagnant water or do not conform with Section 424.2.17 of the Florida Building Code are deemed unsanitary and/or dangerous to human life and public welfare. If the stagnant water is not removed and/or all repairs made and brought into full compliance with the building code within a reasonable period of time, then these swimming pools or spas will be demolished.

(d) ***Notice*****.** When the **Building Official** or his/her authorized designee has after inspection declared or deemed a building, structure, electrical, gas, mechanical or plumbing system to be unsafe, then the **Building Official** or his/her authorized designee **shall issue a written unsafe declaration and/or notice of violation/notice of hearing specifying the unsafe physical criteria, the suggested methods for abatement or remediation, the time period allowed for the required abatement or remediation, and that the matter will be referred to code compliance and be prosecuted by the code compliance department if left uncured following expiration of the time period prescribed by the Building Official for that particular declaration.**

The unsafe declaration and/or notice of violation/notice of hearing shall state that the specific details concerning the violations can be obtained in writing from the Building Official or his or her designee upon request. **In addition, the notice will explain the right of appeal of the decision of the Building Official or his or her designee to applicable appellate tribunal, and advise that the jurisdictional time period to file an appeal is 30 days.**

The written unsafe declaration and/or notice of violation/notice of hearing shall be mailed to the owner of the property in question at either the address listed in the property appraiser's database as shown on the property record card for the parcel, or at the address

listed in the tax collector's office for tax notices via first class mail. The unsafe declaration and/or notice of violation/notice of hearing shall also be affixed to the building concerned.

The Building Official or his or her designee, in his or her discretion, also or alternatively **may elect to publish a notice in a newspaper of general circulation once a week for two consecutive weeks;** the published notice shall contain the address of the subject property and the names of the owner and any interested party, and state that the subject property has been found unsafe and in violation of the Florida Building Code or this chapter and may be subject to demolition.

If the unsafe physical criteria are not abated or remedied within the designated reasonable period of time prescribed by the Building Official or his/her designee, then the matter shall be referred to the code compliance department for prosecution before the code compliance special magistrate. Upon expiration of the period of appeal provided in the unsafe declaration and/or notice of violation/notice of hearing, the Building Official may record an appropriate instrument in the Official Records of the Clerk of Court, indicating that the property is in violation of the Florida Building Code or this chapter. The recording of the unsafe declaration and/or notice of violation/notice of hearing shall constitute constructive notice of the violation to all concerned, subsequent purchasers, transferees, mortgagees, lessees, grantees, and all persons claiming or acquiring interest in the property. In the event that the violation(s) is corrected, the Building Official shall file proof of the same upon payment for all fees incurred by the Building Department. This provision does not supersede the authority of the Building Official under the Florida Statutes or the Florida Building Code.

(e) *General.*

(1) All buildings now existing or hereafter constructed or developed, and all parts and portions thereof, shall be continuously and uninterruptedly maintained in a safe condition, and all devices or safeguards that are required by the Florida Building Code or this chapter shall be continuously and uninterruptedly maintained in good working order in compliance with all applicable codes.

(2) The Building Official or his or her designee, on his or her own initiative or as a result of reports from others, shall examine or cause to be examined every building appearing or reported to be unsafe, and if such is found to be an unsafe building as provided for in this section, the Building Official or his or her designee shall proceed as set forth in this section.

(3) A building meeting the criteria of an unsafe building set forth above in Section (b)(l)(a) or (b) and/or a criterion under Section (b)(2)(a)—(l), shall be presumed and deemed or declared unsafe and a permit shall be immediately obtained to demolish the building and remove it from the premises or where specifically allowed under the Monroe County Codes, the Florida Building Code, and the Monroe County Comprehensive Plan, to immediately bring the building into compliance with such Codes and Comprehensive Plan.

(4) Incomplete buildings commenced without a permit or for which the permit has expired, or completed buildings commenced without a permit or for which the permit has expired, prior to completion and no certificate of occupancy has been issued, shall be presumed and deemed or declared unsafe and a permit shall be immediately obtained to demolish the building and remove it from the premises or where specifically allowed under the Monroe County Codes, the Florida Building Code, and the Monroe County Comprehensive Plan, to immediately bring the building into compliance with such Codes and Comprehensive Plan.

(5) Buildings that are, or hereafter shall become, unsafe, unsanitary, or deficient, facilities with inadequate means of egress, or which constitute a fire or windstorm hazard, or are dangerous to human life or public welfare by reason of illegal or improper occupancy, use, or maintenance, or which have been substantially damaged by the elements, acts of God, fire, explosion or otherwise, shall be declared or deemed or declared unsafe buildings or structures and a permit shall be immediately obtained to demolish the building and remove it from the premises or where specifically allowed under the Monroe County Codes, the Florida Building Code, and the Monroe County Comprehensive Plan, to immediately bring the building into compliance with such Codes and Comprehensive Plan.

(6) All costs incurred pursuant to any of the provisions of this chapter or under the Florida Building Code shall be paid by the owner(s) or occupant(s) of the premises on which the violation occurred.

(7) The enforcing county department, including but not limited to the code compliance department and the Building Department, may institute a suit to recover such expenses against any liable person or may cause such expenses to be charged against the property on which the violation occurred as an enforceable lien.

(8) The action of the Building Official and/or Fire Marshal deeming or declaring a building to be unsafe shall not be construed as authorizing unpermitted or unapproved construction, development, additions, replacements, repairs, renovations, or demolition. All required permits and approvals must be obtained prior to the commencement of any such work.

(Code 1979, § 6-4; Ord. No. 010-2002, § 2; Ord. No. 015-2008, §§ 1, 2; Ord. No. 022-2011, § 1 ; Ord. No. 027-2022 , § 2)

Mayor's Script

For the day of Closed Session

The following should be read at the appropriate point during the day of the closed session.

1. Prior to going into closed session.

A closed attorney-client session pursuant to Section 286.011(8), Florida Statutes, will now be held concerning the matter of *Monroe County, Florida v. Mark Schofield*, 16th Judicial Circuit Case No. 18-CA-217-P. It is estimated that this meeting will take approximately thirty (30) minutes. The persons attending the closed meeting will be the County Commissioners, County Administrator Christine Hurley, County Attorney Bob Shillinger, Assistant County Attorney Kelly Dugan, and a certified court reporter.

Since the law prohibits any other person from being present at the closed session, the commissioners, the county administrator, the attorneys for the county, and the court reporter will now remain in this meeting room, and all other persons are required to leave the room. When the closed session is over, we will re-convene and re-open the public meeting. This public meeting is now closed.

2. At the beginning of the closed session.

I now call this closed session to order. For the record, this meeting is being held upon the request of the County Attorney Bob Shillinger who announced at a prior BOCC Meeting held on 02/19/25 that he needed advice in the matter of *Monroe County, Florida v. Mark Schofield*, 16th Judicial Circuit Case No. 18-CA-217-P. At that meeting, the Board approved holding a closed session and public notice was given through public announcement of the meeting at the 02/19/25 BOCC meeting and through publication of the 03/25/25 BOCC meeting agendas on the County's website. At the 03/25/25 BOCC meeting the Board approved moving the closed session to the BOCC meeting on 04/16/25 in Marathon at 10:00 a.m. or as soon thereafter as may be heard.

For the record, and the benefit of the court reporter, each of us will state our name and position starting with the commission.

(After all have identified themselves) – Thank you.

Just as a reminder, we will only be discussing settlement negotiations or strategy related to litigation expenditures. We cannot take any decisive action at this meeting. We can only provide information and direction to the attorneys. Any decisions this Board makes concerning this claim must be done in a meeting open to the public.

Let's start our discussion with the County Attorney.

3. At the end of the closed session, prior to going into open session.

This closed session is now terminated and we will now reconvene in the public meeting.

4. After the public session has been re-opened.

The attorney-client closed session has been terminated, and we are now re-opening this public meeting.

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: K2
2023-3872

BULK ITEM: No

DEPARTMENT: County Attorney

TIME APPROXIMATE:
N/A

STAFF CONTACT: Anjelica Harden-Ivanoski

AGENDA ITEM WORDING: An Attorney-Client Closed Session in the case of *Roy's Trailer Park, Inc., dba Island Life Village, et al., v. Noel, Monroe County, et al*., 16th Judicial Circuit Case No. 19-CA-175-K.

ITEM BACKGROUND:
At the 2/19/25 BOCC meeting, the County Attorney requested that a closed session be held at the March 25, 2025, BOCC Meeting, regarding *Roy's Trailer Park, Inc., dba Island Life Village, et al., v. Noel, Monroe County, et al*., 16th Judicial Circuit Case No. 19-CA-175-K. The Board granted that request. In attendance will be the County Commissioners, County Administrator Christine Hurley, County Attorney Bob Shillinger, Assistant County Attorneys Kelly Dugan and Anjelica Harden-Ivanoski, and a certified court reporter. At the 03/25/25 BOCC meeting the Board approved moving the closed session to the BOCC meeting on 04/16/25 in Marathon at 10:00 a.m. or as soon thereafter as may be heard.

PREVIOUS RELEVANT BOCC ACTION:
The Board granted permission for Code Compliance to seek an Inspection Warrant, and granted permission to file the 2018 Counterclaim that sought injunctive relief against the Park owner and some of the tenants, seeking to enforce State Fire Code Standards. Several closed sessions have been held on this matter from 2018 to the present. The last closed session was held on January 15, 2025.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Closed Session Script for Roy's April 16 2025.docx

FINANCIAL IMPACT:
N/A

Mayor's Script

For the day of Closed Session

The following should be read at the appropriate point during the day of the closed session.

1. Prior to going into closed session.

A closed attorney-client session pursuant to Section 286.011(8), Florida Statutes, will now be held concerning the matter *Roy's Trailer Park, Inc., dba Island Life Village, et al., v. Noel, Monroe County, et al.* Case No. 19-CA-175-K. It is estimated that this meeting will take approximately thirty (30) minutes. The persons attending the closed meeting will be the County Commissioners, County Administrator Christine Hurley, County Attorney Bob Shillinger, Assistant County Attorneys Anjelica N. Harden-Ivanoski and Kelly Dugan, and a certified court reporter.

Since the law prohibits any other person from being present at the closed session, the commissioners, the County Administrator, the attorneys for the County, and the court reporter will now remain in this meeting room, and all other persons are required to leave the room. When the closed session is over, we will re-convene and re-open the public meeting. This public meeting is now closed.

2. At the beginning of the closed session.

I now call this closed session to order. For the record, this meeting is being held upon the request of the County Attorney Bob Shillinger who announced at a prior BOCC Meeting held on 02/19/25 that he needed advice in the matter of *Roy's Trailer Park, Inc., dba Island Life Village, et al., v. Noel, Monroe County, et al.* Case No. 19-CA-175-K. At that meeting, the Board approved holding a closed session and public notice was given through public announcement of the meeting at the 02/19/25 BOCC meeting and through publication of the 03/25/25 BOCC meeting agendas on the County's website. At the 03/25/25 BOCC meeting the Board approved moving the closed session to the BOCC meeting on 04/16/25 in Marathon at 10:00 a.m. or as soon thereafter as may be heard.

For the record, and the benefit of the court reporter, each of us will state our name and position starting with the commission.

(After all individuals have identified themselves) – Thank you.

Just as a reminder, we will only be discussing settlement negotiations or strategy related to litigation expenditures. We cannot take any decisive action at this meeting. We can only provide information and direction to the attorneys. Any decisions this Board makes concerning this claim must be done in a meeting open to the public.

Let's start our discussion with the County Attorney.

3. At the end of the closed session, prior to going into open session.

This closed session is now terminated and we will now reconvene in the public meeting.

4. After the public session has been re-opened.

The attorney-client closed session has been terminated, and we are now re-opening this public meeting.

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: K3
2023-3873

BULK ITEM: No

DEPARTMENT: County Attorney

TIME APPROXIMATE:
N/A

STAFF CONTACT: Anjelica N. Harden-Ivanoski

AGENDA ITEM WORDING: An Attorney-Client Closed Session in the matter of 2014 Janice Vincent Family Trust, et al. v. Monroe County, 16th Judicial Circuit Case No. 24-CA-332-K. The case involves access to Bay Drive in the Sunset Point and Bay Harbor subdivisions in the Upper Keys.

ITEM BACKGROUND:

The County is currently in litigation in the matter of *2014 Janice Vincent Trust, et al., v. Monroe County,* Case No. 24-CA-332-K. The County Attorney needs to discuss the current status of the litigation, and seeks Board direction regarding trial strategy and litigation expenditures. Persons in attendance will include the County Commissioners, County Administrator Christine Hurley, County Attorney Bob Shillinger, Assistant County Attorney Anjelica Harden-Ivanoski, and a certified court reporter. The requested closed session would be held at the 4-19-25 BOCC Meeting in Marathon, Florida at 9 am or as soon thereafter as may be heard. The request for a closed session was approved at the 03-25-25 BOCC meeting.

PREVIOUS RELEVANT BOCC ACTION:
05-15-14 - Agenda Item 2452 - Request for a closed session.
07-17-24 - Agenda Item 2601 - Closed session adjourned until 08-21-24.
08-21-14 - Agenda Item 2801 - Closed session adjourned until 09-04-24.
09-04-24 - Agenda Item 2914 - Closed session held.
03-25-25 - Agenda Item 3744 - Request for a closed session.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Hold the closed session.

DOCUMENTATION:

Closed_Session_Script-Day_of-2014_Janice_Vincent_Trust_on_04-16-25 revised.pdf

FINANCIAL IMPACT:
Court reporter costs.

Mayor's Script for the Day of the Closed Session

The following should be read at the appropriate point during the day of the closed session.

1. Prior to going into closed session:

A closed attorney-client session pursuant to Section 286.011(8), Florida Statutes, will now be held. It is estimated that this meeting will take approximately thirty (30) minutes. The persons attending the meeting will be the County Commissioners, County Administrator Christine Hurley, County Attorney Bob Shillinger, Assistant County Attorney Anjelica Harden-Ivanoski; and a certified court reporter.

Since the law prohibits any other person from being present at the closed session, the Commissioners, the County Administrator, the attorneys for the County, and the court reporter will now remain in this meeting room, and all other persons are required to leave the room. When the closed session is over, we will re-convene and re-open the public meeting. This public meeting is now closed.

2. At the beginning of the closed session:

I now call this closed session to order. For the record, this meeting is being held upon the request of the County Attorney, Bob Shillinger, who announced at a prior BOCC Meeting held on 03/25/2025 that he needed advice in the matter of *2014 Janice Vincent Trust, et al., v. Monroe County,* Case No. 24-CA-332-K. At that meeting, the Board approved holding a closed session and public notice was given through public announcement of the meeting at the 03/25/2025 BOCC Meeting and through publication of the 04/16/2025 BOCC regular meeting agenda on the County's website.

For the record, and the benefit of the court reporter, each of us will state our name and position, starting with the Commission.

(After all have identified themselves) – Thank you.

Just as a reminder, we will only be discussing settlement negotiations and strategy related to litigation expenditures. We cannot take any decisive action at this meeting. We can only provide information and direction to the attorneys. Any decisions this Board makes concerning this case must be done in a meeting open to the public.

Let's start our discussion with the County Attorney.

3. At the end of the closed session, prior to going into open session:

This closed session is now terminated and we will now reconvene in the public meeting.

4. After the public session has been re-opened:

The attorney-client session has been terminated, and we are now re-opening this public meeting.

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: K4
2023-3926

BULK ITEM: No

DEPARTMENT: County Attorney

TIME APPROXIMATE:
N/A

STAFF CONTACT: Kelly Dugan

AGENDA ITEM WORDING: An Attorney-Client Closed Session in the matter of *Monroe County, Florida v. Leonardo Rodriguez and Pilar Franco, 16th Judicial Circuit Case No. 22-CA-349-P.*

ITEM BACKGROUND:
Per F.S. 286.011(8), the subject matter of the meeting shall be confined to settlement negotiations or strategy sessions related to litigation expenditures. Present at the meeting will be the County Commissioners, County Administrator Christine Hurley, County Attorney Bob Shillinger, Assistant County Attorney Kelly Dugan, and a certified court reporter.

PREVIOUS RELEVANT BOCC ACTION:
03-25-25 - The closed session was continued to the April BOCC meeting.
02-19-25 Item 3573 - the BOCC approved holding a closed session at the regular BOCC meeting on 03-25-25 in Key Largo at 10:00 a.m. or as soon thereafter as may be heard.
11-19-24 Item 3086 - Closed session held.
10-16-24 Item 3085 - Request for a closed session.
06-06-21 Item 8270 - Authorization to initiate litigation regarding CE19030156.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Hold the closed session.

DOCUMENTATION:

Closed Session Script for Rodriguez Franco April 16 2025.docx

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FINANCIAL IMPACT:
Total Cost to County: Court Reporter Costs
Budgeted: Yes
Source of Funds: 67501-530330

Mayor's Script

For the day of Closed Session

The following should be read at the appropriate point during the day of the closed session.

1. Prior to going into closed session.

A closed attorney-client session pursuant to Section 286.011(8), Florida Statutes, will now be held concerning the matter of *Monroe County, Florida v. Leonardo Rodriguez and Pilar Franco*, 16th Judicial Circuit Case No. 22-CA-349-P. It is estimated that this meeting will take approximately thirty (30) minutes. The persons attending the closed meeting will be the County Commissioners, County Administrator Christine Hurley, County Attorney Bob Shillinger, Assistant County Attorney Kelly Dugan, and a certified court reporter.

Since the law prohibits any other person from being present at the closed session, the commissioners, the county administrator, the attorneys for the county, and the court reporter will now remain in this meeting room, and all other persons are required to leave the room. When the closed session is over, we will re-convene and re-open the public meeting. This public meeting is now closed.

2. At the beginning of the closed session.

I now call this closed session to order. For the record, this meeting is being held upon the request of the County Attorney Bob Shillinger who announced at a prior BOCC Meeting held on 02/19/25 that he needed advice in the matter of *Monroe County, Florida v. Leonardo Rodriguez and Pilar Franco*, 16th Judicial Circuit Case No. 22-CA-349-P. At that meeting, the Board approved holding a closed session and public notice was given through public announcement of the meeting at the 02/19/25 BOCC meeting and through publication of the 03/25/25 BOCC meeting agendas on the County's website. At the 03/25/25 BOCC meeting the Board approved moving the closed session to the BOCC meeting on 04/16/25 in Marathon at 10:00 a.m. or as soon thereafter as may be heard.

For the record, and the benefit of the court reporter, each of us will state our name and position starting with the commission.

(After all have identified themselves) – Thank you.

Just as a reminder, we will only be discussing settlement negotiations or strategy related to litigation expenditures. We cannot take any decisive action at this meeting. We can only provide information and direction to the attorneys. Any decisions this Board makes concerning this claim must be done in a meeting open to the public.

Let's start our discussion with the County Attorney.

3. At the end of the closed session, prior to going into open session.

This closed session is now terminated and we will now reconvene in the public meeting.

4. After the public session has been re-opened.

The attorney-client closed session has been terminated, and we are now re-opening this public meeting.

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: L1
2023-3923

BULK ITEM: No **DEPARTMENT:** District 3

TIME APPROXIMATE: **STAFF CONTACT:** Sue Burke 850-341-5041

AGENDA ITEM WORDING: MAYOR SCHOLL: Discussion of height limits in Monroe County.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:
N/A

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Discussion.

DOCUMENTATION:

Municipality Height Regulations.pdf
Monroe County Height Regulations - Comp Plan and LDC April 2025.pdf
Summary and Table - Monroe County Vs Municipal Height Regulations.pdf

FINANCIAL IMPACT:
N/A

Incorporated Municipalities' Height Regulations

Key West

Charter

1.05 - Height restriction.

(a) Building height restrictions in the city's land development regulations and building code in effect as of the adoption of this charter section are subject to change only upon approval of a majority of the qualified electors casting ballots at a general municipal election.
(b) If the board of adjustment approves a height variance for habitable building space, this approval shall be submitted to the voters for ratification in the next regularly scheduled election. Board of adjustment approval shall not become effective until voter ratification. Board of adjustment height variances for nonhabitable purposes, including, but not limited to, radio towers, antennae and spires, shall be final and not be subject to referendum. Board of adjustment height variances for a build back of involuntarily destroyed structures which are nonconforming in their height shall also be final and not be subject to referendum.
(c) The maximum allowable height for habitable space on approximately 2.62 acres of City owned property on College Road in the HDR-1 zoning district shall be 40 feet for those projects that are devoted entirely to affordable workforce housing.

Comprehensive Plan

Policy 1-1.1.3: - Intensity Defined.

Floor Area Ratio (FAR) refers to the total floor area of a building(s) on any lot, parcel, or site. Floor areas do not apply to residential developments. For purposes of calculating floor area, parking area located beneath the building shall not be counted. FAR computations shall include all uses on the lot, parcel or site, including both institutional and non-residential floor area. The term "building height" as used in the Land Development Regulations shall mean the vertical distance from the crown of the nearest adjacent street to the highest point of the proposed building. The maximum FARs are further restricted by quantitative and qualitative criteria included in the Land Development Regulations, including but not limited to, such factors as minimum open space; concurrency management and level of service standards for traffic circulation; storm water management and other public facilities and services; off-street parking and internal circulation; height restrictions; landscaping; other required on-site improvements and design amenities required to achieve land use compatibility.

OBJECTIVE 1-1.12: - CONSIDER APPLICATION OF INNOVATIVE LAND AND WATER RESOURCE MANAGEMENT, CLIMATE ADAPTATION, AND ENERGY CONSERVATION CONCEPTS.

Policy 1-1.12.5: - Increased Height.

The City shall consider allowing increased heights for new construction or redevelopment if such additional height is justified based on adopted Coastal High Hazard Maps and Storm Surge Flood Maps in order to promote safe new development and redevelopment based on sea level rise predictions. Such additional height must be compatible with surrounding development.

Land Development Regulations

Sec. 107-203. - Height.

The height of structures in the planned redevelopment and development (PRD) shall not exceed 30 feet.

Key West (continued)

Sec. 122-1149. - Height.

(a) The term "building height" as used in the land development regulations shall mean the vertical distance from the crown of the nearest adjacent street to the highest point of the proposed building.
(b) Height limitations contained in the schedule of district regulations located in divisions 2 through 14 of article IV of this chapter, in division 2 of this article and in this division shall apply to all construction unless otherwise stated herein below and/or in section 122-1151.
(c) These height regulations may be waived subject to the variance criteria found in section 90-391 in order to accommodate nonhabitable hardware and utility structures typically associated with the principal structure, including spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys, or other appurtenances usually required to be placed above the roof level and not intended for human occupancy or use.
(d) Flood Protection Building Height Exception: An exception to the building height regulations as referenced in subsection (b) above, may be permitted in cases where a building is raised above ground to meet or exceed FEMA established base flood elevation levels under the following conditions:
    1. Only the equivalent measure of distance from the existing ground level, prior to infill, to the required base flood elevation of the building, and up to a maximum of four (4) feet above the base flood elevation, may exceed the building height regulations.
    2. No exception shall result in a building height that would exceed 40 feet

Sec. 90-391. - Variances.

An owner or his authorized agent may request a variance from the land development regulations as provided for in this division. The planning board shall have the quasi-judicial power necessary to grant such variances that will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the land development regulations would result in unnecessary hardship. A variance from the terms of the land development regulations shall not be granted by the planning board unless and until the requirements of this division are met.

Marathon

Comprehensive Plan

Policy 1-3.2.5 Maximum Height Limitation

The maximum height of any structure permitted for maintenance, repair, expansion or new construction within the City of Marathon shall be forty-two (42) feet (in Datum NAVD88) with the exception of permitted projections, unless further restricted by the Land Development Regulations. The purpose of this provision is to allow some flexibility in meeting the City's Floodplain regulations and revised FEMA Floodplain Maps. Nonconforming structures may be repaired, maintained or expanded as long as any alterations to the structure does not increase the nonconformity.

Land Development Regulations

Sec 107.40 Maximum Height

A. Unless provided for elsewhere in the LDRs, the maximum height of any structure permitted for maintenance, repair, expansion or new construction within the City of Marathon shall be 42 feet (in Datum NAVD88) feet as measured from the unimproved grade directly adjacent to the structure or from the crown of the roadway, whichever is greater. No structure, except for deed restricted affordable housing, shall exceed three (3) stories whether a story is utilized for building entry, parking, storage, habitation or a valid commercial or industrial use. The purpose of this provision is to allow some flexibility in meeting the City's Floodplain regulations and revised FEMA Floodplain Maps. Nonconforming structures may be repaired, maintained or expanded as long as any alterations to the structure does not increase the nonconformity.
B. Building height shall be measured to the highest point of the roof. The height measurement shall be to the roof peak for structures with pitched roofs and the roof slab for structures with flat roofs.

Sec 107.41 Height--Exceptions to Limits

The following structures may be erected above the height limits of this Code: minor decorative architectural features as determined by the Director, mechanical equipment, skylights, flagpoles, air conditioner units, plumbing stacks, church steeples, ham radio antennas, and antenna supporting structures. Except for architectural features, all such structures shall be screened from view; screening is allowed only to the minimum height necessary.

Islamorada

Charter

Sec 11 General Provisions

(1) Charter amendments. This charter may be amended in accordance with the provisions for charter amendments as specified in the Municipal Home Rule Powers Act, F.S. ch. 166, as the same be amended from time to time, or its successor, or as may otherwise be provided by general law. The form, content, and certification of any petition to amend shall be established by ordinance.
(2) Standards of conduct. All elected officials and employees of the village shall be subject to the standards of conduct for public officers and employees set by general law. In addition, the village council shall, no later than six months from the effective date of incorporation, establish by ordinance a code of ethics for officials and employees of the village which may be supplemental to general law, but in no case may such an ordinance diminish the provisions of general law. The intent of this provision of the charter is to require more stringent standards than those provided under general law.
(3) Height restrictions. **The maximum height of a structure in the village, as defined in the code, shall be 35 feet,** excluding chimneys, spires and steeples on structures utilized for institutional and public uses only, radio or television antennas, flagpoles, solar apparatus and utility poles, excluding the replacement of a structure to existing height if destroyed by a natural disaster and providing for a variance procedure.

Comprehensive Plan

Policy 1-2.1.7: Establish Height Limitation

The maximum height of any habitable portion of a structure shall be **thirty-five (35) feet**, unless further restricted by the Land Development Regulations.

Land Development Regulations

Sec 30-32 Specific Definitions

Building height means the measurement of the vertical distance between one of the following:

(a) The vertical distance above the crown of road of the adjacent fronting road to the highest point of a structure;
(b) The vertical distance between the existing average grade and the highest point of a structure, provided however, if the existing average grade is below the crown of road it may be increased no more than three feet from the existing average grade.
(c) The design flood elevation (DFE) or up to three feet above the DFE and the highest point of a structure located within the special flood hazard area (SFHA); whichever is higher. This measurement includes mechanical equipment, but excludes chimneys, spires and steeples on structures utilized for institutional and public uses only, radio or television antennas, flagpoles, solar apparatus, and utility poles. However, in no event shall any of the exclusions enumerated above be constructed to permit any habitable or usable space to exceed the applicable height limitation of **35 feet within all zoning districts.** In the case of airport districts, the height limitations therein shall be absolute and the exclusions enumerated above shall not apply.

Layton

Land Development Regulations

Sec. 101-4. - Rules of construction; definitions.

Building height means the vertical distance between the crown of the nearest paved road and the highest part of any structure, including mechanical equipment, but excluding chimneys, spires and steeples on structures utilized for institutional and public uses only, radio or television antenna, flagpoles, solar apparatus, and utility poles. However, in no event shall any of the exclusions enumerated in this definition be construed to permit any habitable or usable space to exceed the applicable height limitations.

"SF" Single-Family; "MF" Multifamily; "C" Commercial;"CD" Conservation; "PD" Public Use---**Maximum Heigh 30'**

Sec. 101-33. - Height.

The following regulations apply in all districts:

(1) Exemptions. The height limitations of this chapter shall not apply to chimneys and standpipes.
(2) Roof top equipment. Water tanks, and necessary air conditioning and other mechanical appurtenances, when appropriately screened, may be erected on a building to a height greater than the limit established for the district in which the building is located, provided that no such exception shall cover more than eight (8) per cent of the area of the roof on which it is located nor shall it be used for dwelling purposes. The screening shall be erected only to a height and size necessary to screen the equipment and must be shown on the plans and approved by the building official.
(3) Under no circumstances shall the exemptions or roof top equipment cause there to be any structure or appurtenances of a height greater than five (5) feet above the height of the main structure.

Sec. 101-10. - R-1A One dwelling unit residence district.
Sec. 101-11. - R-1B One dwelling unit residence district.
Sec. 101-12. - R-2A Two dwelling unit residence district.
Sec. 101-14. - R-2C Two dwelling unit residence district.
Height. Maximum of 30 feet or 2 stories, whichever is less, for structures with habitable dwelling space below the applicable base flood elevation. Maximum of 40 feet and 2 stories and a minimum of 2' additional freeboard over that mandated by Florida Building Code for structures where all habitable space exceeds applicable base flood elevation. No mechanical equipment shall be allowed on roof.

Sec. 101-13. - R-2B Two dwelling unit residence district.
(8) Height. Maximum of 20 feet or 1 story, whichever is less, for structures with habitable dwelling space below the applicable base flood elevation. Maximum of 40 feet and 2 stories and a minimum of 2' additional freeboard over that mandated by Florida Building Code for structures where all habitable space exceeds applicable base flood elevation. In the event that application is made to elevate only one-half of an existing duplex, the architectural review procedures of section 101-167(2)(i) shall be applicable, with a particular emphasis on the resulting harmoniousness with the adjoining half-duplex. Notification of the architectural review hearing shall be made in writing to all property owners withing three hundred (300) feet of the proposed construction and notice of the hearing shall be published in a newspaper of general circulation in Key Colony Beach no less than seven (7) days prior to the date of the hearing. No mechanical equipment shall be allowed on roof.

Sec. 101-15. - R-3 Multiunit residence district.
(10) Height. Maximum of 3 stories, but in no case more than 35 feet, whichever is less, for structures with habitable dwelling space below the applicable base flood elevation. Maximum of 48 feet and three stories and a minimum of 2' additional freeboard over that mandated by Florida Building Code for structures where all habitable space exceeds applicable base flood elevation. No mechanical equipment shall be allowed on roof.

Sec. 101-16. - RH Resort hotel district.
(11)Height. Maximum of 3 stories, but in no case more than 48 feet in height. No mechanical equipment shall be allowed on roof.

Sec. 101-17. - B-1 Neighborhood business district.
(10) Height. Maximum of 2 stories, but in no case more than 48 feet in height and a minimum of 2' additional freeboard over that mandated by Florida Building Code. No mechanical equipment shall be allowed on roof.

Sec. 101-18. - PB Public buildings and grounds districts.
Height maximum of 2 stories but in no case more than 48 feet in height and a minimum of 2' additional freeboard over that mandated by Florida Building Code. No mechanical equipment shall be allowed on roof.

Sec. 101-19. - PR Public recreation district.
Height maximum of 40 feet.

MONROE COUNTY - Height Regulations (April 2025)

Comprehensive Plan –

Objective 101.5

Monroe County shall regulate future development and redevelopment to maintain and enhance the character of the community and protect natural resources by providing for the compatible distribution of land uses consistent with the designations shown on the Future Land Use Map. [F.S. § 163.3177(6)(a)]

…

Policy 101.5.30

In order to preserve the existing community character and natural environment, Monroe County shall limit the height of structures including landfills to 35 feet. Height is defined as the vertical distance between grade and the highest part of any structure, including mechanical equipment, but excluding spires and/or steeples on structures used for institutional and/or public uses only; chimneys; radio and/or television antennas; flagpoles; solar apparatus; utility poles and/or transmission towers; and certain antenna supporting structures with attached antennas and/or collocations. However, in no event shall any of the exclusions enumerated above be construed to permit any habitable or usable space to exceed the applicable height limitations, except as specifically permitted in Policies 101.5.31, 101.5.32 and 101.5.33. In the case of airport districts, there shall be no exceptions to the 35-foot height limitation.

(Ord. No. 016-2017, § 1, 9-27-2017)

Policy 101.5.31

For Ocean Reef, a gated master planned community which is inaccessible to the surrounding community, and has a distinct community character, buildings may include non-habitable architectural decorative features (such as finials, railings, widow's walk, parapets) that exceed the 35-foot height limit in Policy 101.5.30, but such features shall not exceed 5 feet above the building's roof-line. This exception shall not result in a building together with any architectural decorative feature with a height that would exceed 40 feet.

In addition, within the Ocean Reef gated master planned community, upon evidence submitted that the proposed building height has been approved by the master association, Ocean Reef Community Association Inc., pursuant to its Building Regulations and Restrictions, buildings containing multifamily residential, transient, and/or nonresidential uses may be developed or redeveloped to a total maximum building height of 60 feet, provided the buildings are limited to four (4) habitable floors. Such development on property owned by Ocean Reef Club, Inc. shall not be required to provide evidence it has been approved by the master association, based on its exemption from master association review under the Ocean Reef gated master planned community's governing documents.

As used in this policy, a master planned community means a planned community of 100 or more acres in area subject to a master plan or other development order approved by the county where public access is restricted and the community is operated and maintained by the community including the provision of comprehensive, private utilities and transportation facilities and services within its boundaries and a homeowners association or similar entity which regulates development standards and monitors development requests by its members.

(Ord. No. 016-2017, § 1, 9-27-2017; Ord. No. 046-2019, § 1, 12-11-2019)

Policy 101.5.32

Monroe County shall maintain Land Development Regulations which provide a Flood Protection Height Exception to Policy 101.5.30 to promote public health, safety and general welfare; allow adaptation to coastal flooding, storm surge and other hazards; protect property from flooding and minimize damages; minimize public and private losses due to flooding; minimize future expenditures of public funds for flood control projects and for recovery from flood events; and mitigate rising flood insurance premiums.

A Flood Protection Height Exception of up to a maximum of five (5) feet above the 35-foot height limit shall be provided to-allow lawfully existing buildings to be voluntarily elevated up to three (3) feet above FEMA base flood elevation; and a flood protection height exception of a maximum of three (3) feet above the 35-foot height limit shall be provided to allow new (new construction or substantially improved) buildings to voluntarily elevate up to three (3) feet above FEMA base flood elevation. These exceptions are in order to promote flood protection, minimize flood damage, reduce flood insurance premiums and minimize future expenditures of public funds for recovery from flood events. In no case shall a Flood Protection Height Exception result in a new building exceeding a maximum height of 38 feet or a lawfully existing building exceeding a maximum height of 40 feet.

After the adoption and on the effective date of *updated* FEMA Flood Insurance Rate Maps (FIRMs), lawfully established existing residential buildings and new residential buildings (includes substantial improvements) located within the Special Flood Hazard Area shall have a maximum height limit of 40 feet in order to elevate to or maintain the required elevation based on the *Florida Building Code*, as specified in R322.2.1 and R322.3.2 (elevation requirements).

Additions to lawfully established existing residential buildings within the Special Flood Hazard Area that are substantial improvements shall have a maximum height limit of 40 feet in order to elevate the addition to the *Florida Building Code* required flood elevation.

Additions to lawfully established existing residential buildings within the Special Flood Hazard Area that are not substantial improvements shall have a maximum height limit of 40 feet, if the addition meets the *Florida Building Code* flood elevation requirements in R322.2.1 and R322.3.2; the remaining lawfully established existing building shall not receive the flood height exception of 40 feet.

Any portion of the building within the Special Flood Hazard Area that meets the required flood elevation of the updated FEMA FIRMs shall be given a height limit of 40 feet. In no case shall this height limit for flood protection result in a new residential building or a lawfully existing residential building exceeding a maximum height of 40 feet.

Updated FEMA FIRMs are the maps adopted subsequent to FEMA Flood Insurance study and the accompanying Flood Insurance Rate Maps, dated February 18, 2005.

(Ord. No. 016-2017, § 1, 9-27-2017; Ord. No. 013-2022, § 2(Exh. 1), 8-17-2022; Ord. No. 028-2022, § 2, 11-15-2022)

Policy 101.5.33

Monroe County shall maintain Land Development Regulations which provide a Flood Protection Height Exception for lawfully established existing buildings which exceed the 35-foot height limit, to promote public health, safety and general welfare; allow adaptation to coastal flooding, storm surge and other hazards; protect property from flooding and minimize damages; minimize public and private losses due to flooding; minimize future expenditures of public funds for flood control projects and for recovery from flood events; and mitigate rising flood insurance

premiums. A lawfully established existing building may be repaired, improved, redeveloped and/or elevated to meet required FEMA base flood elevation (BFE) provided the building does not exceed a total maximum building height of 40 feet, and the building is limited to the existing lawfully established intensity, floor area, building envelope (floor to floor height), density and type of use. For lawfully established existing buildings that are proposed to exceed a total height of 40 feet, a public hearing before the Planning Commission and the Board of County Commissioners shall be required to review and specify the maximum approved height prior to issuance of any county permit or development approval. The Planning Commission shall provide a recommendation to the BOCC on the maximum height of a building. The BOCC shall adopt a resolution specifying the maximum approved height.

(Ord. No. 016-2017, § 1, 9-27-2017; Ord. No. 013-2022, § 2(Exh. 1), 8-17-2022)

…

Glossary

Grade means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure, or the crown or curb of the nearest road directly adjacent to the structure, whichever is higher.

Height means the vertical distance between grade and the highest part of any structure, including mechanical equipment, but excluding the following: spires and/or steeples on structures used for institutional and/or public uses only; chimneys; radio and/or television antenna; flagpoles; solar apparatus; utility poles and/or transmission towers; and certain antenna supporting structures with attached antenna and/or collocations as permitted in the Land Development Code. However, in no event shall any of the exclusions enumerated in this definition be construed to permit any habitable or usable space to exceed the maximum height limitation. In the case of airport districts, the height limitations therein shall be absolute and the exclusions enumerated in this definition shall not apply.

Land Development Code

Sec. 101-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

…

Grade means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure, or the crown or curb of the nearest road directly adjacent to the structure, whichever is higher. To confirm the natural elevation of the ground surface, prior to construction, the county shall utilize the Light Detection and Ranging (LiDAR) dataset for Monroe County prepared in 2007 and other best available data, including, but not limited to, pre-construction boundary surveys with elevations, pre-construction topographic surveys, elevation certificates and/or other optical remote sensing data.

…

Height means "the vertical distance between grade and the highest part of any structure, including mechanical equipment, but excluding the following: chimneys; spires and/or steeples on structures used for institutional and/or public uses only; radio and/or television antenna, flagpoles; solar apparatus; utility poles and/or transmission towers; and certain antenna supporting structures with attached antenna and/or collocations as permitted in Chapter 146. However, in no event shall any of the exclusions enumerated in this definition be construed to permit any habitable or usable space to exceed the applicable height limitations. In the case of airport districts, the height limitations therein shall be absolute and the exclusions enumerated in this definition shall not apply.

…

(Ord. No. 006-2016, § 1(Exh. 1), 4-13-2016; Ord. No. 017-2017, § 1, 9-27-2017; Ord. No. 011-2018, § 1, 5-16-2018; Ord. No. 014-2019, § 1, 5-22-2019; Ord. No. 015-2019, § 1, 5-22-2019; Ord. No. 008-2020, § 1, 1-22-2020; Ord. No. 010-2020, § 1, 2-19-2020, eff. 6-4-2020; Ord. No. 016-2020, § 1, 6-17-2020; Ord. No. 001-2021, § 2, 2-17-2021; Ord. No. 011-2021, § 1, 5-19-2021, eff. 9-13-2021; Ord. No. 026-2022, § 2, 11-15-2022; Ord. No. 017-2023, § 2, 7-19-2023)

Sec. 131-2. Maximum Height.

No structure or building shall be developed that exceeds a maximum height of 35 feet. Exceptions will be allowed for chimneys; spires and/or steeples on structures used for institutional and/or public uses only; radio and/or television antenna; flagpoles; solar apparatus; utility poles and/or transmission towers; and certain antenna supporting structures with attached antenna and/or collocations as permitted in chapter 146. Exceptions will be allowed for flood protection as specifically permitted in Policies 101.5.32 and 101.5.33, and within Ocean Reef as provided in Comprehensive Plan Policy 101.5.31 and restated in subsection (a) below. However, in no event shall any of the exclusions enumerated in this section be construed to permit any habitable or usable space to exceed the maximum height limitation, except as specifically permitted in Policies 101.5.31, 101.5.32 and 101.5.33. In the case of airport districts, the height limitations there in shall be absolute and the exclusions enumerated in this section shall not apply.

(a) Within the Ocean Reef master planned community which is gated, isolated and inaccessible to the surrounding community, and has a distinct community character, buildings may include non-habitable architectural decorative features (such as finials, railings, widow's walk, parapets) that exceed the 35-foot height limit in Policy 101.5.30, but such features shall not exceed 5 feet above the building's roof-line. This exception shall not result in a building together with any architectural decorative feature with a height that would exceed 40 feet.

In addition, within the Ocean Reef gated master planned community, upon evidence submitted that the proposed building height has been approved by the master association, Ocean Reef Community

Association Inc., pursuant to its building regulations and restrictions, buildings containing multifamily residential, transient, and/or nonresidential uses may be developed or redeveloped to a total maximum building height of 60 feet, provided the buildings are limited to four habitable floors. Such development on property owned by Ocean Reef Club, Inc. shall not be required to provide evidence it has been approved by the master association, based on its exemption from master association review under the Ocean Reef gated master planned community's governing documents.

(b) As provided in Policy 101.5.32, buildings voluntarily elevated to meet or exceed the FEMA Base Flood Elevation (BFE) may exceed the 35-foot height limit as follows:

(1) For NEW single family (detached dwelling unit) and multi-family (attached dwelling unit) buildings which are voluntarily elevated to exceed the building's minimum required BFE, an exception of a maximum of three (3) feet above the 35-foot height limit may be permitted. The amount of the height exception shall be no greater than the amount of voluntary elevation above BFE. In no event shall a new building exceed 38 feet in height or two (2) habitable floors. The space below the lowest habitable floor of an elevated structure shall be limited to a maximum of 299 square feet of enclosed floor area and shall be used exclusively for parking of vehicles, elevators, limited storage and/or building access purposes. This exception shall apply to the substantial improvement of buildings, whether voluntary or not.

(2) For lawfully established EXISTING (detached and attached dwelling unit) buildings which do not exceed the 35-foot height limit and are voluntarily retrofitted to meet and/or exceed the building's minimum required BFE, an exception of a maximum of five (5) feet above the 35-foot height limit may be permitted. The amount of the height exception shall be no greater than the distance necessary to elevate the building to meet BFE plus up to three (3) feet of voluntary elevation above BFE. In no event shall an existing building be elevated to exceed a total building height of 40 feet.

(3) No exception shall result in a total building height that exceeds 40 feet.

(4) Buildings not being elevated to at least meet the required FEMA BFE are not eligible for this exception.

(c) As provided in Policy 101.5.32, after the adoption and on the effective date of updated FEMA flood insurance rate maps (FIRMs), residential buildings elevated to meet or exceed the FEMA base flood elevation (BFE) may exceed the 35-foot height limit as follows:

(1) Lawfully established existing residential buildings and new residential buildings (includes substantial improvements) located within the special flood hazard area, shall have a maximum height limit of 40 feet in order to elevate to or maintain the required elevation based on the Florida Building Code, as specified in R322.2.1 and R322.3.2 (elevation requirements).

a. In no event shall a new residential building exceed 40 feet in height.

b. Additions to lawfully established existing residential buildings that are substantial improvements shall have a maximum height limit of 40 feet in order to elevate the addition to the Florida Building Code required flood elevation.

c. Additions to lawfully established existing residential buildings that are not substantial improvements shall have a maximum height limit of 40 feet, if the addition meets the Florida Building Code flood elevation requirements in R322.2.1 and R322.3.2; the remaining lawfully established existing building shall not receive the flood height exception of 40 feet.

d. Any portion of the building that meets the required flood elevation of the updated FEMA FIRMs shall be given a height limit of 40 feet.

(2) The updated FEMA flood insurance rate maps are the maps adopted subsequent to FEMA flood insurance study and the accompanying flood insurance rate maps, dated February 18, 2005.

(3) The total building height shall not exceed 40 feet. Buildings not elevated to or maintaining the required elevation based on the Florida Building Code, are not eligible to use the height limit within this subsection.

(d) As provided in Policy 101.5.33, lawfully established EXISTING multi-family (attached dwelling unit) buildings which exceed the 35-foot height limit may be repaired, improved, redeveloped and/or elevated to meet the required FEMA BFE provided the building does not exceed a total maximum building height of 40 feet, and the building is limited to the existing lawfully established intensity, floor area, building envelope (floor to floor height), density and type of use. A Flood Protection Height Exception of a maximum of five (5) feet may be permitted to meet the building's minimum required FEMA BFE. The amount of the exception shall be no greater than the amount of elevation necessary to meet BFE. Buildings not being elevated to at least meet the required FEMA BFE are not eligible for this exception.

(e) As provided in Policy 101.5.33, for lawfully established EXISTING multi-family (attached dwelling unit) buildings which exceed the 35-foot height limit that are proposed to exceed a total height of 40 feet, a public hearing before the Planning Commission and Board of County Commissioners to review and specify the maximum approved height shall be required prior to issuance of any county permit or development approval. The Planning Commission shall provide a recommendation to the BOCC on the maximum height of a building. The BOCC shall adopt a resolution specifying the maximum approved height.

(1) For lawfully established EXISTING multi-family (attached dwelling unit) buildings that are voluntarily repaired, improved, redeveloped and/or elevated to meet the building's minimum required FEMA BFE, but will require a height exception of more than five (5) feet, a Flood Protection Height Exception exceeding the 35-foot height limit may be provided by the BOCC based on the following criteria:

a. The flood zone of the parcel;

b. The number of dwelling units lawfully established and an analysis of the number of dwelling units which may not be able to redevelop on the subject parcel without a height exception;

c. The physical characteristics of the existing building and parcel;

d. The susceptibility of the existing building and its contents to flood damage and the effects of such damage on the property owner;

e. The possibility that materials from the existing building may be swept onto other lands to the injury of others;

f. The availability of alternate solutions;

g. If the new proposed building height will result in increased flood risk; result in additional threats to public safety; result in extraordinary public expense; create nuisance; or cause fraud on or victimization of the public; and

h. Community character.

i. Buildings not being elevated to at least meet the required FEMA BFE are not eligible for this exception.

(2) A BOCC resolution shall specify the findings of criteria of (d)(1) a. through i. (above) and specify the approved maximum total height for the proposed building.

(Ord. No. 006-2016, § 1(Exh. 1), 4-13-2016; Ord. No. 017-2017, § 1, 9-27-2017; Ord. No. 047-2019, § 1, 12-11-2019; Ord. No. 029-2022, § 2, 11-15-2022)

Summary of Monroe County Height Regulations

CURRENT REQUIREMENTS

Measured from: Pre-construction natural grade or crown/curb of road

Exceptions: Chimneys; spires/steeples; radio/television antenna; flagpoles; solar apparatus; utility poles; transmission towers; certain wireless communications

A. Nonresidential structures

35 feet

B. Residential structures

Single Family/Duplex/Multifamily

35 feet

Up to 38 feet with 1-3 feet of additional flood elevation (limit 2 habitable floors)

Up to 40 feet for retrofit of existing buildings to meet/exceed flood elevation

*Existing Multifamily already exceeding 35 feet

Above 40 feet with BOCC approval to meet/exceed flood elevation

C. Ocean Reef

35 feet + 5 feet nonhabitable architectural features

Up to 60 feet with ORCA approval or owned by ORC

REQUIREMENTS AFTER ADOPTION OF NEW FEMA MAPS

Residential structures

40 feet for portions of structure that meet new flood elevation

Summary - County vs Municipal Height Restrictions

Jurisdiction:	Max Height:	Measured From:	Exceptions:
Monroe County	CURRENTLY: • 35 feet • Up to 38 feet for new residential structures if voluntarily elevated up to 3 additional feet; • Up to 40 feet for retrofit of residential structures to meet/exceed DFE. • Above 40 feet for existing multifamily with BOCC approval FOLLOWING EFFECTIVENESS OF NEW FEMA MAPS: 40 feet for residential structures that meet new DFE	Pre-construction natural grade or crown/curb of road	chimneys; spires/steeples; radio/television antenna; flagpoles; solar apparatus; utility poles; transmission towers; certain wireless communications
Key West	30 feet Up to 40 feet to meet or exceed BFE	Crown of road	WITH VARIANCE: non-habitable hardware and utility structures including spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys, or other appurtenances (up to 40 feet max)
Marathon	42 feet	Unimproved grade or crown of road	minor decorative architectural features, mechanical equipment, skylights, flagpoles, air conditioner units, plumbing stacks, church steeples, ham radio antennas, antenna supporting structures. (SCREENING REQUIRED)
Islamorada	35 feet	Adjacent grade, crown of road, DFE, up to three feet above DFE	chimneys, spires/steeples, radio/television antennas, flagpoles, solar apparatus, utility poles
Key Colony Beach	20 feet to 48 feet dependent on zoning district		UP TO 5 FEET ABOVE ROOF: chimneys, standpipes, water tanks, necessary air conditioning, other mechanical appurtenances (SCREENING REQUIRED)
Layton	30 feet	Crown of road	chimneys, spires/steeples, radio/television antenna, flagpoles, solar apparatus, utility poles

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: L2
2023-3924

BULK ITEM: Yes

DEPARTMENT: District 1

TIME APPROXIMATE:
n/a

STAFF CONTACT: Amanda Walker

AGENDA ITEM WORDING: COMMISSIONER CATES: Approval to reappoint Steve Torrence to the Shared Asset Forfeiture Fund Advisory Board for a two-year term.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION:

DOCUMENTATION:

Steve Torrence - Shared Asset Forfeiture Fund Advisory Board Appointment Form.pdf

FINANCIAL IMPACT:

Monroe County Boards and Committees
Appointment Information

Board or Committee: Shared Asset Forfeiture Fund Advisory Board

Commissioner Appointing Member: Craig Cates

Name of Member: Steve Torrence

Address: 3601 Flagler Avenue
Key West, FL 33040

Phone:

Mobile: 305-797-8178

Fax:

Email: weddingskw@aol.com

Date of Appointment: 4/16/2025

Reappointment: yes

Date Term Expires: 4/16/2027

Name of Person Replaced: n/a

Fulfilling Term of: n/a

Please list all current employers, business entities with which you have an ownership interest , and non-profit entities which you are a member: please see below

State ethics laws regarding conflicts of interest prohibit a person from serving on an advisory board if the board member or the board member's relative is an officer, director, or employee of an entity that submits an application for funding that the advisory board will consider. Please call the County Attorney at 305.292.3470 if you think that you and/or a family member might have a conflict of interest before completing this application.

- DJJ
- Community Alliance
- Monore County Continue of Care Coalition (homeless coalition)
- HSAB
- PAL

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: M1
2023-3900

BULK ITEM: Yes

DEPARTMENT: Clerk

TIME APPROXIMATE:
No

STAFF CONTACT: Liz Yongue 305-292-3550

AGENDA ITEM WORDING: Approval of the minutes from the December 11, 2024 regular meeting and December 19, 2024 special meeting.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

17. December 11 Regular.pdf
18. December 19 Special.pdf

FINANCIAL IMPACT:
None

MINUTES
OF THE MONROE COUNTY
BOARD OF COUNTY COMMISSIONERS

Regular Meeting
Board of County Commissioners
Wednesday, December 11, 2024
Key Largo, Florida &
Via Communication Media Technology

A regular meeting of the Monroe County Board of County Commissioners convened at 9:00 a.m. at the Murray Nelson Government Center in Key Largo, and via Communication Media Technology. Present and answering to roll call were Commissioner Craig Cates, Commissioner Michelle Lincoln, Commissioner Holly Merrill Raschein, Commissioner David Rice, and Mayor James K. Scholl. Also present at the meeting were Christine Hurley, County Administrator; Bob Shillinger, County Attorney; Liz Yongue, Deputy Clerk; county staff, members of the press and radio; and the general public. Clerk Kevin Madok was absent from the meeting.

ADDITIONS, CORRECTIONS & DELETIONS

A Motion was made by Commissioner Lincoln and seconded by Commissioner Raschein granting approval of the Additions, Corrections and Deletions to the agenda. Motion carried unanimously.

PRESENTATION OF AWARDS

B1 Presentation of Years of Service Award for 10 years of service to Leonardo "Leo" Morin, of Monroe County Public Works.

Kevin Wilson addressed the Board and presented a Years of Service Award for 20 years of service to Judy Clarke, Director of Engineering/Roads & Bridges.

BULK APPROVALS

Motion was made by Commissioner Raschein and seconded by Commissioner Cates granting approval of the following items by unanimous consent:

C1 Board granted approval to purchase one tractor from All Roads Kenworth LLC, in the amount of $221,722.00, for the Roads Department, piggybacking the Florida Sheriff's Association Contract No. FSA23-VEH21.1, Item No. 54 - 52,000lb GVW Tractor Kenworth T880 Tractor, which will replace Unit No. R&B5130, a 2006 Mack CHN612 Tractor.

C2 Board granted approval to purchase a new roll-off truck from All Roads Kenworth LLC, in the amount of $284,028.00, for the Pollution Control Department, piggybacking the Florida

Sheriff's Association Contract No. FSA23-VEH21.1, Item No. 62, Kenworth T880, 52,000lb GVW Truck with Galfab 60K roll-off, which will replace Unit No. POL6054, 2007 Sterling SLT9500 Roll-off truck.

C3 Board granted approval to purchase a new Aquatech B10 Combination Sewer & Vacuum truck, in the amount of $667,368.00, for the Roads Department, piggybacking the Florida Sheriffs Association Contract No. FSA23-VEH21.0, Item 62 - Kenworth T880, 52,000lb GVW Trucks with Aquatech Sewer Vac. This purchase will replace Unit No. R&B8633, 2016 Ford Freightliner M2112 Aquatech B10 truck. Purchase of the vehicle is from FSA23-VEH21.0 (Kenworth); and the purchase of the equipment Pats Pump & Blower - Aquatech is from FSA23-EQU21.0

C4 Board granted approval and authorized execution of a 3rd Amendment to the Agreement with Miami Dade Pump & Supply Company, for Lift Station Maintenance and Cleaning, Upper Keys, to amend certain provisions of the original agreement and renew the agreement for the first of three optional one-year renewals with an effective date of January 1, 2025, utilizing Funds 001 and 147.

C5 Board granted approval and authorized execution of a Lease Agreement with Florida House Representative, James (Jim) Mooney, Jr., for office space, Room 2-235, at the Murray E. Nelson Government & Cultural Center in Key Largo, at no charge.

C6 Board granted approval and authorized execution of the 10th Amendment to the Lease Agreement with Salute Watersports, LLC, extending the lease for a second additional term, beginning January 16, 2024, and expiring March 15, 2025; and correcting an error in the monthly payment calculation from the 9th Amendment. The increase in the monthly payment from $602.28 to $622.76, plus the 3.5% sales tax of $21.80, should result in a total of $644.56 per month, rather than $644.57, not including the percentage of gross taxable sales.

C7 Board granted approval and authorized execution of a one-year Residential Lease with a County employee for Location 382 Caribbean Drive Unit 2, Key Largo, Florida, commencing February 1, 2025, and expiring January 31, 2026. The monthly rental amount is $1,209.11.

C8 Board adopted the following Resolution amending the Personnel Policies and Procedures Manual, revising and updating Section 2.06(E), Medical Examination; Section 2.14, Promotional Opportunities; Section 8.06, Domestic or Sexual Violence Leave; and Section 18, Children in the Workplace.

RESOLUTION NO. 504-2024

Said Resolution is incorporated herein by reference.

C9 Board granted approval and authorized execution of an Agreement with StandGuard Aquatics, Inc., who was the lowest responsive bidder for the Jacobs Aquatic Center Filtration System Upgrade Project, in the amount of $199,980.00, funded by a Tourist Development Council Grant.

C10 Board granted approval and authorized execution of an Employment Agreement with Dina Stitt for the position of Fire Rescue EMS Billing & Claims Supervisor, for a period of two years, commencing December 12, 2024 and expiring December 11, 2026, with an increase in salary, from $76,000.00 to $83,600.00; and authorized the County Administrator/Fire Chief to execute all necessary documents.

C11 Board granted approval to establish a new Capital Projects Fund, Fund 317, Tourist Development Tax Affordable Housing; and adopted the following Budget Resolutions for the Transfer of Funds and the Receipt of Unanticipated Revenue.

Transfer of Funds (OMB Schedule Item No. 1).
RESOLUTION NO. 505-2024
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 2).
RESOLUTION NO. 506-2024
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 3).
RESOLUTION NO. 507-2024
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 4).
RESOLUTION NO. 508-2024
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 5).
RESOLUTION NO. 509-2024
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 6).
RESOLUTION NO. 510-2024
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 7).
RESOLUTION NO. 511-2024
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 8).
RESOLUTION NO. 512-2024
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 9).
RESOLUTION NO. 513-2024
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 10).
RESOLUTION NO. 514-2024
Said Resolution is incorporated herein by reference.

C12 Board granted approval and authorized execution of a 1st Amendment to State of Florida, Department of Environmental Protection, Grant Agreement No. 22CPR01, for the Monroe County Coral Resilience Project.

C13 Board granted approval and authorized execution of a 2nd Modification to the State of Florida, Division of Emergency Management, Grant Agreement No. H0820, for Project No. 4337-524-R, to purchase and install generators at critical County facilities, extending the expiration date of the Grant Agreement from April 30, 2024 to January 31, 2025, to complete Phase I Design Services.

C14 Board granted approval and authorized execution of a Contract with Graef-USA Inc., for Engineering Design and Permitting Services for the Flagler Avenue (Key West) Road Resiliency Project, in the amount of $3,584,537, funded by a Hazard Mitigation Grant Program Grant (75%) and Local Infrastructure Sales Tax funds (25%).

C15 Board granted approval and authorized execution of an 8th Amendment to the Contract with WSP USA, Inc., for Engineering Design and Permitting Services, for the Sea Level Rise Pilot - Twin Lakes Flood Mitigation (Key Largo) Project, to add construction phase required additional post design services, in the maximum not to exceed amount of $52,665.00, and for the Sands Roadway and Drainage (Big Pine Key) Project, to add preconstruction phase required additional engineering design services, in the maximum not to exceed amount of $18,000.00. The Amendment increases the total contract amount, in the amount of $70,665.00, to $1,196,066.37.

C16 Board granted approval an authorized execution of a 3rd Amendment to the Agreement with DLT Solutions, LLC, for Implementation of Oracle Public Sector Compliance and Regulation Product, for additional services to optimize and extend the Oracle Permitting and Licensing (OPAL) application which supports the County's Building, Planning, Code Compliance and Fire Rescue Departments, in the amount of $52,755.00, based on time and materials usage; to ratify the extension of the contract to April 20, 2026; and to update standard terms and conditions to comply with recent laws related to governmental contracting.

C17 Board granted approval and authorized execution of an Agreement with ESO Solutions, Inc. for EMS Enterprise Software Solutions and Support, in the amount of $63,059.38 for the initial year, retroactive to October 1, 2024.

C18 Board granted approval to advertise a Public Hearing for a budget amendment to amend various capital funds for Fiscal Year 2025.

C19 Board accepted the Affordable Housing Advisory Committee's (AHAC) Annual Report, pursuant to the Monroe County AHAC's Resolution No. 03-2024, which provides recommendations to maintain the status quo on implementation of Affordable Housing incentive strategies memorialized in the Monroe County Local Housing Assistance Plan (LHAP). Said report is incorporated herein by reference.

C20 Board adopted the following Resolutions concerning the Transfer of Funds and the Receipt of Unanticipated Revenue:

Rescinding Resolution 373-2024 (OMB Schedule Item No. 1).
RESOLUTION NO. 515-2024
Said Resolution is incorporated herein by reference.

Rescinding Resolution 306-2024 (OMB Schedule Item No. 2).
RESOLUTION NO. 516-2024
Said Resolution is incorporated herein by reference.

Rescinding Resolution 308-2024 (OMB Schedule Item No. 3).
RESOLUTION NO. 517-2024
Said Resolution is incorporated herein by reference.

Amending Resolution 394-2024 (OMB Schedule Item No. 4).
RESOLUTION NO. 518-2024
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 5).
RESOLUTION NO. 519-2024
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 6).
RESOLUTION NO. 520-2024
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 7).
RESOLUTION NO. 521-2024
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 8).
RESOLUTION NO. 522-2024
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 9).
RESOLUTION NO. 523-2024
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 10).
RESOLUTION NO. 524-2024
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 11).
RESOLUTION NO. 525-2024
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 12).
RESOLUTION NO. 526-2024
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 13).
RESOLUTION NO. 527-2024
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 14).
RESOLUTION NO. 528-2024
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 15).
RESOLUTION NO. 529-2024
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 16).
RESOLUTION NO. 530-2024
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 17).
RESOLUTION NO. 531-2024
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 18).
RESOLUTION NO. 532-2024
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 19).
RESOLUTION NO. 533-2024
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 20).
RESOLUTION NO. 534-2024
Said Resolution is incorporated herein by reference.

Transfer of Funds (OMB Schedule Item No. 21).
RESOLUTION NO. 535-2024
Said Resolution is incorporated herein by reference.

Receipt of Unanticipated Funds (OMB Schedule Item No. 22).
RESOLUTION NO. 536-2024
Said Resolution is incorporated herein by reference.

C21 Board granted approval and authorized execution of an Agreement with WSP USA, Environment & Infrastructure, Inc., to provide Consulting Service to complete revision of the Monroe County Local Mitigation Strategy, in the amount of $94,255.00.

C24 Board granted approval to purchase two 2024 Ford F-550 Custom AEV Type 1 Ambulances in lieu of two 2022 Ford F-550 Ambulance Custom AEV Type 1 Ambulances from ETR, LLC, in the aggregate amount of $575,910.00; and authorized the Fire Chief to execute all required documentation.

C25 Board granted approval and authorized execution of a Contract with Forerunner Industries, Inc., a sole source provider, for software and services to allow the County to efficiently engage in Floodplain Management activities, monitor compliance with the National Flood Insurance Program, and streamline activities related to the Community Rating System Program for one year, in the amount of $89,000.00.

C26 Board granted approval and authorized execution of a 1st Amendment to the State of Florida, Department of Environmental Protection, Grant Agreement No. 22MO1, for the Higgs Beach Sand Renourishment Project, extending the agreement for one year from December 31, 2024 to December 31, 2025, to complete the post-construction monitoring, documentation, and close-out portion of the project.

TOURIST DEVELOPMENT COUNCIL

D1 Board granted approval and authorized execution of a 5th Amendment to the Agreement with Mel Fisher Maritime Heritage Society, Inc., for the Mel Fisher 2nd Round Repairs and Improvements Project, extending the completion date of the project to December 31, 2025 and to revise Exhibit A, outlining scope of services, of the project.

D2 Board granted approval and authorized execution of a 1st Amendment to the Agreement with Mel Fisher Maritime Heritage Society, Inc., for the Mel Fisher Fiscal Year 2024 Repairs - Life Safety, Electrical and Masonry Project, to extend the completion date of the project to December 31, 2025.

COUNTY LAND ACQUISITION AND LAND MANAGEMENT

F1 Board adopted the following Resolution requesting that the Monroe County Comprehensive Plan Land Authority convey real property located at 81 County Road on Big Pine Key, having Property Identification No. 00111360-000500, to Monroe County; committing to lease the subject property to Habitat for Humanity of Key West and Lower Florida Keys, Inc. for development with Affordable Housing; and authorized the Mayor to sign a Land Use Restriction Agreement.

RESOLUTION NO. 537-2024

Said Resolution is incorporated herein by reference.

F2 Board adopted the following Resolution requesting that the Monroe County Comprehensive Plan Land Authority convey real property located at Block 22, Lot 16, Big Pine Cove Subdivision (PB3-131) on Big Pine Key, having Property Identification No. 00308540-00000, to Monroe County; committing to lease the subject property to Habitat for Humanity of Key West and Lower Florida Keys, Inc., for development with Affordable Housing; and authorized the Mayor to sign a Land Use Restriction Agreement.

RESOLUTION NO. 538-2024

Said Resolution is incorporated herein by reference.

F3 Board adopted the following Resolution requesting that the Monroe County Comprehensive Plan Land Authority convey real property located at Block 22, Lot 15, Big Pine Cove Subdivision (PB3-131) on Big Pine Key, having Property Identification No. 00308540-000100 to Monroe County; committing to lease the subject property to Habitat for Humanity of Key West and Lower Florida Keys, Inc. for development with Affordable Housing; and authorized the Mayor to sign a Land Use Restriction Agreement.

RESOLUTION NO. 539-2024

Said Resolution is incorporated herein by reference.

F4 Board adopted the following Resolution requesting that the Monroe County Comprehensive Plan Land Authority convey real property located at Block 22, Lot 17, Big Pine Cove Subdivision (PB3-131) on Big Pine Key, having Property Identification No. 00308540-000200 to Monroe County; committing to lease the subject property to Habitat for Humanity of Key West and Lower Florida Keys, Inc. for development with Affordable Housing; and authorized the Mayor to sign a Land Use Restriction Agreement.

RESOLUTION NO. 540-2024

Said Resolution is incorporated herein by reference.

AIRPORTS

I1 Board granted approval and authorized execution of a 2nd Extension to the Agreement with Frasca & Associates, LLC, for Financial Advisor Consultant Services, for Key West International Airport (EYW) Concourse A and Terminal Improvements Program, for one-year. Task Orders will be funded by EYW Planning Studies; State of Florida, Department of Transportation Contract No. G1Q04; and/or Airport Operating Fund 404.

I2 Board granted approval to sponsor the 2025 Wounded Warrior Soldier Ride, in the amount of $3,000.00, in accordance with Airport promotional sponsorship Resolution No. 123-2021.

I3 Board accepted the Report of Airport Change Orders reviewed by the County Administrator/Assistant County Administrator, for the month of November 2024. Said report is incorporated herein by reference.

I4 Board granted approval to sponsor the 2025 Key West Half Marathon and 5K, in the amount of $1,000.00, in accordance with Airport promotional sponsorship Resolution No. 123-2021.

I5 Board adopted the following Resolution amending Resolution No. 040-2024, which increased the original Customer Facility Charge (CFC) imposed in Resolution No. 520-2022 on customers of rental car companies accessing Key West International Airport; amending Section 2 for purposes of increasing the amount of CFC charge, from $6.00 to $8.00 per transaction day; amending Section 2 for purposes of setting the date upon which collection of the increased CFC charge is to begin on March 1, 2025.

RESOLUTION NO. 541-2024

Said Resolution is incorporated herein by reference.

I6 Board granted approval to adjust the overnight/max daily rates for the premium covered public parking lot at Key West International Airport from $23.00 to $26.00 per day, and the weekly rate from $138.00 to $156.00 per week (with one day free); and to adjust the daily rates for the public surface lot from $19.00 to $20.00 per day, and the weekly rate from $114.00 to $120.00 per week (with one day free), effective January 1, 2025. These new rates are comparable to other South Florida airports and will increase the Airport's non-aeronautical revenue to help support the Airport's efforts to remain self-sufficient and not receive any Ad Valorem taxpayer funding.

I7 Board adopted the following Resolution ratifying and approving a 2nd Amendment to State of Florida, Department of Transportation, Public Transportation Grant Agreement No. G2E62, as executed by the Executive Director of Airports, providing additional grant funding, in the amount of $148,072.00, for planning, design, permitting and construction of airfield improvement projects at Key West International Airport. This grant requires an equal match from Airport Operating Fund 404.

RESOLUTION NO. 542-2024
Said Resolution is incorporated herein by reference.

I8 Board granted approval of updated Minimum Standards for Commercial Aeronautical Activities at the Florida Keys Marathon International Airport, to foster, encourage, promote and develop commercial aeronautical activities at the Airport.

I9 Board adopted the following Resolution establishing rules and regulations for the Florida Keys Marathon International Airport; providing definitions; providing general regulations; providing for regulation of personal conduct; providing for regulation of expressive activities; providing for environmental management regulation; providing rules and regulations for aeronautic activities; providing for motor vehicle regulations; providing for commercial ground transportation regulations; providing for enforcement of violations; providing for severability; providing for the repeal of all Resolutions inconsistent herewith; and providing an effective date.

RESOLUTION NO. 543-2024
Said Resolution is incorporated herein by reference.

I10 Board granted approval to waive bid irregularities and authorized execution of a Contract with General Asphalt Co. LLC, in the amount of $30,152,480.18, to shift the Runway 7/25 centerline 40 feet to the north at the Florida Keys Marathon International Airport to meet applicable Federal Aviation Administration (FAA) required runway-to-taxiway separation standards, funded by FAA Multi-Year Grant No. 44-43, State of Florida, Department of Transportation Grant No. G1V30, and Marathon Airport Operating Fund 403.

I11 Board granted approval and authorized execution of a Task Order No. 2024-60 with Jacobs Project Management Co., in the amount of $697,896.00, for Construction Administration and Resident Project Representative Services during the Runway 7/25 Relocation Project at the Florida Keys Marathon International Airport, funded by Airport Operating Fund 403.

I12 Board granted approval and authorized execution of Task Order No. 2022-71 with Jacobs Project Management Co., in the amount of $124,959.00., for services to obtain a conceptual permit from the South Florida Water Management District for the Key West International Airport. All costs will be paid from Airport Operating Fund 404.

PLANNING AND ENVIRONMENTAL RESOURCES,
BUILDING AND CODE COMPLIANCE DEPARTMENTS

J1 Board granted approval and authorized execution of a 2nd Amendment to the Lease with Ocean Reef Club, Inc., to extend the lease term of the Monroe County satellite Permitting Office in Ocean Reef, with a new term commencing February 1, 2025, and expiring January 31, 2030. Rent is $10.00 per year.

J2 Board granted approval to appoint Sarah Girard to the Contractors Examining Board, as a lay-person member, for a three-year term, commencing November 12, 2024 and expiring November 12, 2027.

COMMISSIONER'S ITEMS

L1 Board granted approval of Mayor Scholl's appointment of Rachel Oropeza to the Tourist Development Council, for the Elected Municipal Official position.

L2 Board adopted the following Resolution requesting that the U.S. Navy and the local federal delegation consider development and construction of new housing on the vacant western parcel of land at Sigsbee Park for use by military members and/or civilian employees; authorizing the County Administrator or designee to work with Navy personnel and the federal delegation to identify funding, determine criteria, and develop policies and procedures to provide workforce housing at Sigsbee Park; and providing for an effective date.

RESOLUTION NO. 433-2024

Said Resolution is incorporated herein by reference.

L4 Board granted approval of Commissioner Raschein's appointment of John Brooke to the Affordable Housing Advisory Committee, replacing Pam Caputo, with a term expiring November 10, 2028.

L5 Board granted approval of Commissioner Raschein's reappointment of Gina Boilini to the Shared Asset Forfeiture Fund Advisory Board, for a two-year term expiring December 11, 2026.

L6 Board granted approval of Commissioner Raschein's appointment of Lauren Dunn to the Affordable Housing Advisory Committee for District 5, replacing Paul Caceres, with a term expiring November 1, 2028.

L7 Board granted approval of Commissioner Cates' reappointment of Steve Miller to the Monroe County Parks and Recreation Advisory Board, for a term expiring December 31, 2028.

COUNTY CLERK

M1 Board granted approval of the minutes from the September 4, 2024 special workshop meeting and September 4, 2024 budget meeting. Said minutes are incorporated herein by reference.

M2 Board granted approval of BOCC Warrants 10141277-10142039 (AP); 30995-31060 (WC); all payroll direct deposited to employee's bank accounts for the month of November 2024, as follows:

Fund	Fund Title	Amount
001	General Fund	$2,758,037.39
101	Fine & Forfeiture	$6,098,433.86
102	Road/Bridges	$156,490.05
104	Middle Keys Health Care MSTU	$3,858.93
115	TDC -Two Penny	$429,731.09
116	TDC - Admin Promo 2 Cent	$223,877.97
117	TDC - District 1 Third Cent	$47,405.55
118	TDC - District 2 Third Cent	$14,793.74
119	TDC - District 3 Third Cent	$38,024.99
120	TDC - District 4 Third Cent	$15,328.35
121	TDC - District 5 Third Cent	$70,152.98
125	Grant Fund	$950,335.03
131	Impact Fees/Parks	$9,054.45
141	Fire/Ambulance	$551,421.04
147	Unincorporated Service	$208,205.49
148	Planning Building	$411,222.17
149	Municipal Policing	$848,197.91
150	E911 Enhancement Fund	$43,254.88
152	Duck Key Security	$8,864.88
153	Local Housing Assistance	$8,268.86
157	Boating Improvement Fund	$38,041.41
158	Miscellaneous Special Revenue Fund	$95,861.45
160	Environmental Restoration	$10,555.78
163	Court Facilities	$10,338.69
177	Canal No. 266 MSBU	$449.66
180	Building Funds	$190,937.86
207	2003 Revenue Bonds	$1,765,837.64
304	1 Cent Infrastructure	$848,339.07
316	Land Acquisition	$4,070.00
401	Card Sound Bridge	$10,573.70
403	Marathon Airport	$135,311.17
404	Key West International Airport	$1,132,481.84
405	Key West International Airport Series 2022 Revenue Bonds	$3,792,781.78
414	MSD Solid Waste	$3,189,101.38
501	Workers' Compensation	$108,976.78
502	Group Insurance Fund	$1,434,131.73
503	Risk Management Fund	$104,577.01
504	Fleet Management Fund	$177,383.33
610	Fire/EMS LOSAP Trust Fund	$3,180.00

M3 Board granted approval of Tourist Development Council expenses for the month of November 2024, as follows:

Vendor	Amount
Advertising	$0.00
Bricks & Mortar Projects	$43,412.77
Events	$299,820.49
Office Supplies & Operating Costs	$98,888.26
Personnel Services	$90,094.71
Public Relations	$61,140.67
Sales & Marketing	$74,570.00
Telephone & Utilities	$10,191.48
Travel	$14,697.23
Visitor Information Services	$79,110.67

M4 Board granted approval to remove surplus equipment from inventory via disposal or advertise for bid. Said inventory is incorporated herein by reference.

SHERIFF'S OFFICE

N1 Board granted approval of a State-Funded Agreement with State of Florida, Department of Management Services, to provide funding for Public Safety Upgrade Project No. DMS-P1-24-07-12, which will support essential upgrades to Public Safety Answering Points (PSAPs), in the amount of $652,459.00.

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COUNTY ADMINISTRATOR

O1 Board accepted the County Administrator’s Report for the month of December 2024. Said report is incorporated herein by reference.

O7 Board adopted the following Resolution establishing the Monroe County Affordable Tourism Housing Program and setting forth the program qualifications, restrictions, and conditions for funding affordable housing projects utilizing the accumulated surplus Tourist Development Tax and Tourist Impact Tax revenues collected through September 30, 2024, in an amount not to exceed $35,000,000.00, for the purpose of providing housing that is available to employees of private sector tourism-related businesses in the County, in accordance with Chapter 2024-219, Laws of Florida.

RESOLUTION NO. 544-2024

Said Resolution is incorporated herein by reference.

COUNTY ATTORNEY

P1 Board accepted the County Attorney’s Report for the month of December 2024. Said report is incorporated herein by reference.

P2 Board granted approval to initiate litigation against Deja Anne Lane, Chrystal Shanda Lane and Kayla Lynn Lane and their property, 106201 Overseas Highway, Key Largo, Florida, to seek compliance with the County Code and enforce the lien(s) arising from Code Compliance Case Nos. CE19100031 and CE22040045.

P3 Board granted approval to initiate litigation against Margarita Senra-Mirabal and Miguel Mirabal R/S and their property, to enforce the lien(s) arising from a Code Compliance Case.

P4 Board granted approval to initiate litigation against Thomas Morano, Jr. and his property, 31170 Avenue D, Big Pine Key, Florida, to seek compliance with the County Code and enforce the lien(s) arising from Code Compliance Case Nos. CE23030086 and CE23030065.

P5 Board granted approval of a Settlement Agreement in the matter of *Peter Henry Poto and Olivia Poto v. Monroe County, Florida, Case No. 22-CA-709-K*, and authorized the County Attorney or designee to sign all necessary documents.

P6 Board granted approval of a Settlement Agreement in *Monroe County v. Carol Greco, Case CE21020029*, and authorized the County Attorney to sign all necessary documents.

P7 Board granted approval and authorized execution of a Professional Services Agreement with the new law firm of White & Smith Zoning Law, LLC, commencing January 1, 2025.

P8 Board granted approval and authorized execution of a Settlement and Release Agreement with Trinity Jet Management, LLC, Mike Davies, Mario Salvi, United States Aviation Underwriters, Incorporated and the member companies of United States Aircraft Insurance Group, in the amount of $375,000.00, as final payment for damages caused by Aircraft No. N202JP, a 1994 Cessna Citation 650, to the Engineered Materials Arresting System on March 20, 2022 at Key West International Airport.

P9 Board adopted the following Resolution amending the Lien arising from Code Compliance Case No. CE09080061, recorded in the Official Records of Monroe County, Book 2484, Pages 197-201 and Book 2484, Pages 202-204.

RESOLUTION NO. 545-2024

Said Resolution is incorporated herein by reference.

P10 Board granted approval and authorized execution of an Amendment to the Lease Agreement with Monroe County Sheriff's Office, to terminate the lease of office space at Bernstein Park so that the space may be used by the Florida Department of Health due to the temporary closure of the Gato Building. The lease amendment will ratify termination of the current lease, effective midnight on December 1, 2024.

Motion carried unanimously.

STAFF REPORTS

E1 Richard Strickland, Director of Airports, gave a Power Point Presentation on the Concourse A & Terminal Improvements Program and Rental Car CONRAC Facility Planning Update for Key West International Airport.

The Board of County Commissioners meeting adjourned for the Board of Governors, Fire & Ambulance District 1, meeting.

FIRE & AMBULANCE DISTRICT 1
BOARD OF GOVERNORS

The Board of Governors for the Fire & Ambulance District 1 convened. Present and answering to roll call were Commissioner Craig Cates, Commissioner Michelle Lincoln, Mayor James K. Scholl, Councilman Greg Lewis, and Mayor Bruce Halle.

H1 Motion was made by Commissioner Lincoln and seconded by Commissioner Cates to grant approval of an Employment Agreement with Dina Stitt for the position of Fire Rescue EMS Billing & Claims Supervisor, for a period of two years, commencing December 12, 2024 and expiring December 11, 2026, and an increase in salary, from $76,000.00 to $83,600.00; and authorized the County Administrator/Fire Chief to execute all necessary documents. Motion carried unanimously.

H2 Motion was made by Mayor Scholl and seconded by Councilman Lewis to grant approval and authorize execution of an Agreement with ESO Solutions, Inc., for EMS Enterprise Software Solutions and Support, in the amount of $63,059.38, retroactive to October 1, 2024. Motion carried unanimously.

Commissioner Lincoln addressed the process for reviewing Ambulance Services, in relation to the Board of Governors. Bob Shillinger, County Attorney, addressed the Board.

The Board of Governors, Fire & Ambulance District 1, adjourned. The Board of County Commissioners meeting reconvened with all Commissioners present.

PLANNING AND ENVIRONMENTAL RESOURCES,
BUILDING AND CODE COMPLIANCE DEPARTMENTS

J3 Emily Schemper, Senior Director of Planning and Environmental Resources, gave a Power Point Presentation regarding draft language for Amendments to the Comprehensive Plan and Land Development Code to eliminate the 1-for-1 takings and Bert J. Harris Act liability reduction exchange requirement for early evacuation unit building permit allocations.

COMMISSIONER'S ITEM

L3 Motion was made by Commissioner Lincoln and seconded by Commissioner Cates to dedicate the Incident Command Center, located within the Emergency Operations Center in Monroe County, Florida, to William (Billy) A. Wagner, Jr., former Director of Emergency Management. Motion carried unanimously.

COUNTY ADMINISTRATOR

O3 Christine Hurley, County Administrator, addressed the Board regarding the schedule of official County Holidays for 2025. After discussion, motion was made by Commissioner Raschein and seconded by Commissioner Lincoln to give County employees the Friday after Christmas off. Motion carried unanimously. Said schedule is attached hereto.

O4 Motion was made by Commissioner Rice and seconded by Commissioner Raschein to ratify eight Small Contracts, signed by the County Administrator. Motion carried unanimously.

O6 Ms. Hurley addressed the Board requesting to confirm Deputy Fire Chief, RL Colina, to Acting Fire Chief of Monroe County Fire Rescue, effective December 11, 2024. Mr. Colina addressed the Board. After discussion, motion was made by Commissioner Raschein and seconded by Commissioner Lincoln to grant approval of the confirmation. Motion carried unanimously.

CLOSED SESSIONS

K1 Mr. Shillinger requested to continue the Attorney-Client Closed Session in the matter of *In re: Michael Joseph McMahon and Sergei Nikoshchenkov, U.S. Bankruptcy Court for the Southern District of Florida, Case No. 23-11154-RAM,* to the January 2025 regular meeting. Motion was made by Commissioner Raschein and seconded by Commissioner Lincoln to continue the Attorney-Client Closed Session. Motion carried unanimously.

Commissioner Rice left the meeting briefly and returned during the presentation of Item O8.

K2 Mr. Shillinger requested to continue the Attorney-Client Closed Session in the matter of *Roy's Trailer Park, Inc., d/b/a Island Life Village, et al., v. Noel, Monroe County, et al. Case No. 19-CA-175-K,* to the January 2025 regular meeting. Motion was made by Commissioner Raschein and seconded by Commissioner Lincoln to continue the Attorney-Client Closed Session. Motion carried unanimously.

COUNTY ADMINISTRATOR

O8 Daniel Iglesias, State of Florida, Department of Transportation (FDOT) Director of Transportation Development for District 6, addressed the Board. Antonette Adams, FDOT District 6 Program Management Administrator, gave a Power Point Presentation on the FDOT

Tentative Five-Year Work Program for Fiscal Years 2025/2026 through 2029/2030. The Board acknowledged receipt of the Five-Year Work Program.

O5 Lindsey Ballard, County Administration Business Manager, addressed the Board regarding the Commissioners' appointments to various Committees for 2025. Mr. Shillinger and Sheryl Graham, Director of Social Services, addressed the Board. After discussion, motion was made by Commissioner Rice and seconded by Commissioner Cates to grant approval of the appointments. Motion carried unanimously. Said appointments are attached hereto.

PUBLIC HEARINGS

Q1 A Public Hearing was held to consider a Resolution renaming Osprey Drive to Osprey Road in the subdivision of Sexton Cove Estates, in Key Largo, as recorded in Plat Book 6, Page 30, Official Records of Monroe County. There was no public input. Motion was made by Commissioner Raschein and seconded by Commissioner Lincoln to adopt the following Resolution. Motion carried unanimously.

RESOLUTION NO. 546-2024
Said Resolution is incorporated herein by reference.

Q4 A Public Hearing was held to consider an Ordinance amending Monroe County Land Development Code, Section 114-163, Waterfront Lighting, to align with Chapter 62B-55, Florida Administrative Code, and Article V, Sea Turtle Protection, Chapter 12, Monroe County Code of Ordinances. There was no public input. Motion was made by Commissioner Lincoln and seconded by Commissioner Raschein to adopt the following Ordinance. Motion carried unanimously.

ORDINANCE NO. 028-2024
Said Ordinance is incorporated herein by reference.

PLANNING AND ENVIRONMENTAL RESOURCES, BUILDING AND CODE COMPLIANCE DEPARTMENTS

J4 Ms. Schemper addressed the Board. Julie Herlands, AICP, Vice President of Tischler Bise, Inc., gave a Power Point Presentation on the ROGO Infrastructure Study Report. The following individuals addressed the Board: Ann Olsen, representing Last Stand; Captain Ed Davidson, representing Florida Keys Citizens Coalition; and Stuart Schaffer.

Ms. Schemper gave a Power Point Presentation on the Analysis of Private Vacant Parcels, Workforce Market Rate Housing, and the ROGO Allocation Inventory and proposed options. Mr. Shillinger and Ms. Hurley addressed the Board. The following individuals addressed the board: George Garrett, City Manager of City of Marathon; Nancy Diersing; and Stuart Schaffer, representing Sugarloaf Shores Property Owners Association.

COUNTY ADMINISTRATOR

O2 Lisa Tennyson, Legislative Affairs and Grants Acquisition Director, gave a Power Point Presentation on the Monroe County 2025 State Legislative Agenda. After discussion, motion was made by Commissioner Raschein and seconded by Commissioner Lincoln to approve the State Legislative Agenda. Motion carried unanimously.

MISCELLANEOUS BULK ITEM

C23 Tina Boan, Senior Director of Budget and Finance, addressed the Board regarding a Resolution amending and supplementing Resolution No. 077-2003, adopted by the Board on February 19, 2003: as amended and supplemented, authorizing the acquisition, construction and equipping of various capital improvements within the County; authorizing the issuance of not to exceed $60,000,000.00 in aggregate principal amount of Monroe County, Florida Infrastructure Sales Surtax Revenue Bonds, Series 2025, in order to finance costs of such capital improvements; making certain Covenants and Agreements in connection with the issuance of such Series 2025 Bonds; authorizing the awarding of said series 2025 bonds pursuant to a public bid; delegating certain authority to the County Administrator for the award of the Series 2025 Bonds and the approval of the terms and details of said Series 2025 Bonds; authorizing the publication of an official Notice of Sale for the bonds or a summary thereof; appointing the paying agent and registrar for said Series 2025 Bonds; authorizing the distribution of a preliminary Official Statement and the execution and delivery of an Official Statement with respect thereto; establishing a book-entry system of registration for the Series 2025 Bonds; authorizing the execution and delivery of a Continuing Disclosure Certificate; providing certain Amendments to Resolution No. 077-2003; and providing an effective date. After discussion, motion was made by Commissioner Rice and seconded by Commissioner Lincoln to adopt the following Resolution. Motion carried unanimously.

RESOLUTION NO. 547-2024

Said Resolution is incorporated herein by reference.

PUBLIC HEARINGS

Q2 A Public Hearing was held to consider an Ordinance amending the Monroe County Land Use District (Zoning) Map to apply the Tavernier Commercial Overlay District, adopted pursuant to BOCC Ordinance No. 004-2024, approving the creation of the Tavernier Commercial Overlay District under Land Development Code, Section 130-143, to property located at 92501 Overseas Highway, Key Largo, at approximate mile marker 92.5, and currently having Property Identification Nos. 00089490-000000 and 00490250-000000, as requested by Cemex Construction Materials Florida LLC f/k/a Singletary Concrete Products, Inc. Devin Tolpin, Planning and Development Review Manager, gave a Power Point Presentation. There was no public input. After discussion, motion was made by Commissioner Raschein and seconded by Commissioner Lincoln to adopt the following Ordinance. Roll call vote was taken with the following results:

Commissioner Cates	No
Commissioner Lincoln	Yes
Commissioner Raschein	Yes
Commissioner Rice	Yes
Mayor Scholl	Yes

Motion carried.

ORDINANCE NO. 029-2024
Said Ordinance is incorporated herein by reference.

Q3 A Public Hearing was held to consider an Ordinance amending the Monroe County Comprehensive Plan to newly create Comprehensive Plan Goal 113, Objective 113.1, and Site Specific Subarea Policy 113.1.1 (Tavernier Workforce Housing Subarea 1) applicable to a portion of property located at 92501 Overseas Highway, Key Largo, at approximate mile marker 92.5, currently having Property Identification No. 00089490-000000, which includes changes to existing Comprehensive Plan policies limiting the disposition of early evacuation unit allocations to a 1-for-1 exchange program for Administrative Relief Pool banking for countywide takings and Bert J. Harris Act liability reduction, as requested by Cemex Construction Materials, Florida LLC f/k/a Singletary Concrete Products, Inc. Ms. Tolpin gave a Power Point Presentation. There was no public input. After discussion, motion was made by Commissioner Rice and seconded by Commissioner Raschein to adopt the following Ordinance and amend it to read that Monroe County shall create "a site-specific area" and not "areas" as referenced in Objective 113.1. Roll call vote was taken with the following results:

Commissioner Cates	Yes
Commissioner Lincoln	Yes
Commissioner Raschein	Yes
Commissioner Rice	Yes
Mayor Scholl	Yes

Motion carried.

ORDINANCE NO. 030-2024
Said Ordinance is incorporated herein by reference.

PLANNING AND ENVIRONMENTAL RESOURCES,
BUILDING AND CODE COMPLIANCE DEPARTMENTS

J5 Ms. Schemper addressed the Board regarding a Resolution to approve the reservation of eighty-six (86) affordable workforce early evacuation ROGO allocations for proposed affordable workforce housing dwelling units at 92501 Overseas Highway, Tavernier, Monroe County, Florida, currently having Property Identification No. 00089490-000000, until December 11, 2025, for Building Permit issuance. After discussion, motion was made by Commissioner Raschein and seconded by Commissioner Rice to adopt the following Resolution, and to correct

an error in the header of the Resolution, that units will be held until December 11, 2025, and not May 13, 2025. Motion carried unanimously.

RESOLUTION NO. 548-2024

Said Resolution is incorporated herein by reference.

COMMISSIONER'S COMMENTS

Commissioner Raschein addressed the need for mentors in the Take Stock in Children Program.

Commissioner Lincoln thanked County staff and the Deputy Clerk for their work this year, and the Commissioners for their support at the Florida Association of Counties Conference.

Mayor Scholl acknowledged deployed military members and first responders who will be working during the holidays and wished everyone a safe holiday season.

There being no further business, the meeting of the Board of County Commissioners was adjourned.

Kevin Madok, CPA
Clerk and ex-officio Clerk to the
Board of County Commissioners
Monroe County, Florida
Liz Yongue, D.C.

County of Monroe
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor *Pro Tem* Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

TO: Mayor & Commissioners, County Attorney, Senior Management Team, Clerk of the Court, Sheriff's Department, Tax Collector's Office, Tourist Development Council, Land Authority, Monroe County Housing Authority and Arts Council

FROM: Lindsey Ballard, Aide to Christine Hurley, County Administrator

DATE: November 19, 2024

SUBJECT: 2025 Holiday Schedule

New Years Day	**Wednesday, January 1, 2025**
Martin Luther King, Jr. Day	**Monday, January 20, 2025**
Presidents Day	**Monday, February 17, 2025**
Good Friday	**Friday, April 18, 2025**
Memorial Day	**Monday, May 26, 2025**
Juneteenth	**Thursday, June 19, 2025**
Independence Day	**Friday, July 4, 2025**
Labor Day	**Monday, September 1, 2025**
Columbus Day	**Monday, October 13, 2025**
Veterans Day	**Tuesday, November 11, 2025**
Thanksgiving Day	**Thursday, November 27, 2025**
Thanksgiving Friday	**Friday, November 28, 2025**
Christmas Eve	**Wednesday, December 24, 2025**
Christmas Day	**Thursday, December 25, 2025**
Christmas Friday	**Friday, December 26, 2025**
New Year's Eve Day	**Wednesday, December 31, 2025 – ½ Day**

**In years when December 25th (Christmas Day Holiday) falls on a Tuesday, Wednesday, Thursday, or Friday the County shall also observe December 24th (Christmas Eve) as a holiday.*

***In years when January 1st (New Year's Day holiday) falls on a Tuesday, Wednesday, Thursday, or Friday the County shall observe ½ day on December 31st (New Year's Eve) as a holiday.*

12/12/2024 LMB

FISCAL YEAR 2025 COMMISSIONERS' APPOINTMENTS

NAME OF COMMITTEE	CURRENT/PREVIOUS COMMISSIONER	NEW COMMISSIONER	COMMISSIONER LINCOLN'S PREFERENCES	COMMISSIONER SCHOLL'S PREFERENCES	COMMISSIONER RICE'S PREFERENCES	COMMISSIONER CATES' PREFERENCES	COMMISSIONER RASCHEIN'S PREFERENCES	COMMENTS
Alliance for Aging	Raschein	Raschein						
Arts Council	Raschein	Raschein					X	
Audit Selection Committee	Scholl	Scholl		X				
Circuit 16 Juvenile Justice Board	Lincoln	Lincoln	X					Same appointee as Monroe County Community Alliance
Early Learning Coalition	Raschein	Raschein					X	
Fire & Ambulance Taxing District 1 Board of Governors	a. Rice b.Cates c. Raschein	a. Rice b. Raschein c. Lincoln			X		X	
Florida Association of Counties Board of Directors	Lincoln	Lincoln (incoming president)	X			X		* only one commissioner can be selected.
Florida Keys Council for People with Disabilities	Raschein	Rice			X			
Florida Keys Transportation Coordination Committee	Rice	Rice			X			
Key West Airport Ad Hoc Committee	Cates	Cates				X		
Marine Sanctuary Water Quality Steering Committee	Cates	Cates				X		
Marine Sanctuary Advisory Council	Scholl	Cates		X		X		
Monroe County Community Alliance	Lincoln	Lincoln	X					Same appointee as Circuit 16 Juvenile Justice Board

NAME OF COMMITTEE	CURRENT/PREVIOUS COMMISSIONER	NEW COMMISSIONER	COMMISSIONER LINCOLN'S PREFERENCES	COMMISSIONER SCHOLL'S PREFERENCES	COMMISSIONER RICE'S PREFERENCES	COMMISSIONER CATES' PREFERENCES	COMMISSIONER RASCHEIN'S PREFERENCES	COMMENTS
Monroe County Local Coordinating Board for the Transportation Disadvantaged	Rice	Rice			**X**			
Small County Coalition	a. Lincoln b. Scholl	a. Lincoln b. Scholl	**X**	**X**				
South Florida Regional Council	Lincoln (Cates back-up)	Lincoln (Cates back-up)	**X**			**X**		
Substance Abuse Policy Board	Raschein	Scholl (mayor or designee)						This is a voting position.
Tourist Development Council	Raschein	Scholl (mayor or designee)		**X**				Chairperson or their appointed designee to sit on this Board.
Value Adjustment Board	a. Rice b. Cates c. Scholl - Alternate	a. Rice b. Cates c. Scholl - Alternate			**X**	**X**		
Voter Canvassing Board	Raschein	Scholl (mayor unless on ballot)		**X**				Chairperson has to sit on this Board.

Alliance for Aging - I found no statute or regulation requiring membership of or participation by a county commissioner.

Arts Council - F.S. 265.32(2)(b)3 requires that a county commissioner serve on the arts council if one is created by the county. State and federal statutes contemplate "local arts agencies" as a conduit for funding and promoting arts. FS 265.283, FS 265.286 20 USCA 954, 20 USCA 7292, 20 USCA 952.

Audit Selection Committee - Required by F.S. 218.391(2) which requires each constitutional officers and one member of the BOCC.

Circuit 16 Juvenile Justice Board – Required by statute F.S. 985.664 but county commission may designate someone other than a commissioner to sit on the board. F.S. 985.664(4)(g).

Early Learning Coalition – Created by F.S. 1002.83 though the statute and the bylaws do not specifically require that a county commissioner be appointed. F.S. 1002.83(4)(h) reads: "one member appointed by a board of county commissioners or the governing board of a municipality." Section 5.1(j) of the Bylaws reads: "An appointee selected by a local county Board of County Commissioners. This position shall be a rotating position between Miami-Dade and Monroe County."

Fire & Ambulance Taxing District 1 BOG – Ordinance 045-1988 requires 3 members of the BOCC serve on the governing body of the district.

Florida Association of Counties – There is no known requirement for the Board to participate in FAC or to serve on the Board of Directors.

Florida Keys Council for People with Disabilities – This committee is a creation of the BOCC. There is no known requirement to have a liaison or to continue this board.

Florida Keys Transportation Coordination Committee – This committee is a creation of the BOCC, see Resolution 201-2019. One elected from each Keys city & the county.

Key West Airport Ad Hoc Committee - This board is a creation of the BOCC by board action. There is no known statute, resolution or ordinance mandating the continuation of this board.

Marine and Port Advisory Committee – Authorized by chapter 315 but not required. Created by resolutions. No requirement for liaison or commissioner to sit on this committee.

Marine Sanctuary Water Quality Steering Committee – Section 2209 of Public law 102-587 requires the participation of 3 "individuals in local government in the Florida Keys. This statute does not specifically require participation by a County Commissioner. https://www.gpo.gov/fdsys/pkg/STATUTE-106/pdf/STATUTE-106-Pg5039.pdf. This requirement is repeated in the FKNMS WQPP Steering Committee Bylaws. http://www.dep.state.fl.us/legal/Operating_Agreement/Agreements/FKNMS/Water_Quality_Protection_Program_Steering_Committee_Bylaws.pdf.

Marine Sanctuary Advisory Council – The Florida Keys National Marine Sanctuary Advisory Council Charter requires that one of its members be an elected county official but I did not find any statute or regulation that mandated this membership. http://sanctuaries.noaa.gov/management/pdfs/fknms_council.pdf.

Monroe County Community Alliance – This board is required by F.S. 20.19 but statute does not require a county commissioner to sit on the board. Instead, F.S. 20.19(5)(d) requires that the initial board include "a representative of county government."

Monroe County Local Coordinating Board for the Transportation Disadvantaged – F.A.C. 42-2.012(1) requires that the chairperson of the coordinating board "be an elected official from the county that the coordinating board serves." This language does not necessarily REQUIRE that the chair be a county commissioner; instead, another local elected official from an entity within the county can serve as chair.

Small County Coalition – Optional. No requirement of BOCC participation.

South Florida Regional Council – F.S. 186.504 requires participation by a commissioner on the South Florida Regional Council as a member.

Substance Abuse Policy Board – BOCC chair or member designated by the chair required to serve on board under F.S. 394.657. Resolution 279-1990 requires that a county commissioner serve on the board.

Tourist Development Council – Both F.S. 125.0104(4)(e) and MCC sec. 23-199(b)(1) require that the BOCC chair or another commissioner designated by the chair must sit on the TDC.

Value Adjustment Board – F.S. 194.015 requires that the BOCC elect 2 of its members to serve on the VAB, plus a third member to serve as an alternate. One of the county commissioners must chair the VAB.

Voter Canvassing Board - F.S. 102.141(1) requires that the BOCC chair must serve on the canvassing board except when on the ballot or an active participant in a campaign of election being canvassed.

MINUTES
OF THE MONROE COUNTY
BOARD OF COUNTY COMMISSIONERS

Special Meeting
Board of County Commissioners
Thursday, December 19, 2024
Marathon, Florida &
Via Communication Media Technology

A special meeting of the Monroe County Board of County Commissioners convened at 10:00 a.m. at the Marathon Government Center, and via Communication Media Technology. Present and answering to roll call were Commissioner Craig Cates, Commissioner Michelle Lincoln, Commissioner Holly Merrill Raschein, Commissioner David Rice, and Mayor James K. Scholl. Also present at the meeting were Christine Hurley, County Administrator; Bob Shillinger, County Attorney; Kevin Madok, County Clerk; Liz Yongue, Deputy Clerk; county staff, members of the press and radio; and the general public.

ADDITIONS, CORRECTIONS & DELETIONS

A Motion was made by Commissioner Lincoln and seconded by Commissioner Cates granting approval of the Additions, Corrections and Deletions to the agenda. Motion carried unanimously.

SPECIAL BOCC MEETING

B1 Christine Hurley, County Administrator, and Emily Schemper, Senior Director of Planning and Environmental Resources, addressed the Board. Ms. Hurley gave a Power Point Presentation regarding an Ordinance deferring new Rate of Growth Ordinance (ROGO) applications for market rate and affordable ROGOs for ROGO Year 33, Quarter 3 and following, awards by the Planning Commission of market rate and affordable ROGO allocations for ROGO Year 33, Quarter 3 and following, reservations of affordable ROGO allocations, and new applications for administrative relief, commencing January 14, 2025, until the BOCC can review and possibly amend the Comprehensive Plan and Land Development Code to update the criteria for ROGO awards and re-distribute the County's remaining market rate, affordable, and administrative relief ROGO allocations; providing for expiration within 365 days of the effective date of an Emergency Interim Development Ordinance or when the Comprehensive Plan and Land Development Code amendments become effective, whichever comes first; providing for severability; providing for transmittal to the State Land Planning Agency and the Secretary of State; providing for an effective date. The following individuals addressed the Board: Harry Appel, representing Save-A-Turtle; Dave Wiggins; Beth Fennell; Richard Grosso, representing Florida Keys ROGO Coalition; Captain Ed Davidson, representing the Florida Keys Citizens Coalition; Alicia Putney, representing Key Deer Protection Alliance; and Owen Trepanier. Bob Shillinger, County Attorney, addressed the Board. After discussion, motion was made by

Commissioner Cates to move forward with a 1-year moratorium. Motion failed due to lack of a second. The Board took no official action.

B3 Ms. Schemper gave a Power Point Presentation regarding a Resolution requesting approval by the State of Florida of additional Rate of Growth Ordinance (ROGO) building permit allocations and proposed changes to Section 380.0552, Florida Statutes, to increase the statutorily required Hurricane Evacuation Clearance Time for the Florida Keys Area of Critical State Concern from 24 hours to 24.5 hours to accommodate the building of 500 Units of additional residential development within the Florida Keys and Key West Areas of Critical State Concern, following the Monroe County, Planning and Environmental Resources Department, analysis of privately owned vacant parcels and potential affordable housing development project sites. Mr. Shillinger and Ms. Hurley addressed the Board. The following individuals addressed the Board: Daniel Samiss, representing Marathon Chamber of Commerce; Dave Wiggins; Beth Fennell; Stuart Schaffer, representing Sugarloaf Shores Property Owners Association; Edie Primavera, representing Breezeswept Beach Estates Civic Association; Ann Olsen, representing Last Stand; Kathy Winters, representing Cudjoe Gardens Property Owners Association; Chris Massicotte; George Garrett; Sue Miller, representing Islamorada Community Alliance; Captain Ed Davidson, representing the Florida Keys Citizens Coalition; Robert Spottswood; Steve Williams, representing City of Marathon; Dora DeMaria, representing Reef Relief; Richard Grosso, representing Florida Keys ROGO Coalition; Brian Schmitt; and Alicia Putney. The Board took no official action.

B2 Ms. Schemper gave a Power Point Presentation regarding a Resolution requesting that the State of Florida approve additional Rate of Growth Ordinance (ROGO) permit allocations for unincorporated Monroe County, following an analysis of vacant privately-owned land, risk of takings liability, workforce and affordable housing considerations, and considering hurricane evacuation timeframe requirements. Mr. Shillinger and Ms. Hurley addressed the Board. The following individuals addressed the Board: Stuart Schaffer, representing Sugarloaf Shores Property Owners Association; Kathy Winters; Steve Williams, representing the City of Marathon; and Brian Schmitt.

After discussion, motion was made by Commissioner Rice and seconded by Commissioner Raschein to increase the required hurricane evacuation clearance time for permanent residents of the Florida Keys ACSC from 24 hours to a greater timeframe of up to 26 hours. Roll call vote was taken with the following results:

Commissioner Cates	No
Commissioner Lincoln	Yes
Commissioner Raschein	Yes
Commissioner Rice	Yes
Mayor Scholl	Yes

Motion carried.

Ms. Hurley addressed the Board. Motion was made by Commissioner Lincoln to require that at least 940 new permit allocations in unincorporated Monroe County be reserved for issuance of only 1 allocation per vacant buildable parcel, regardless of maximum development potential. Motion failed due to lack of a second.

Motion was made by Commissioner Raschein and seconded by Commissioner Rice to require that at least 1,350 new permit allocations in unincorporated Monroe County be reserved for issuance of only 1 allocation per vacant buildable parcel, regardless of maximum development potential. Roll call vote was taken with the following results:

Commissioner Cates	No
Commissioner Lincoln	Yes
Commissioner Raschein	Yes
Commissioner Rice	Yes
Mayor Scholl	Yes

Motion carried.

Ms. Hurley addressed the Board. After discussion, motion was made by Commissioner Raschein and seconded by Commissioner Rice that of the allocations, 70% shall be designated as Workforce Market Rate Housing. Roll call vote was taken with the following results:

Commissioner Cates	No
Commissioner Lincoln	Yes
Commissioner Raschein	Yes
Commissioner Rice	Yes
Mayor Scholl	Yes

Motion carried.

Ms. Hurley addressed the Board. Motion was made by Commissioner Rice and seconded by Commissioner Lincoln to require that each local jurisdiction shall distribute its allocations evenly over a 40-year time period, and add an acceleration for Workforce Market Rate Housing and Affordable allocations. Roll call vote was taken with the following results:

Commissioner Cates	Yes
Commissioner Lincoln	Yes
Commissioner Raschein	Yes
Commissioner Rice	Yes
Mayor Scholl	Yes

Motion carried.

Ms. Hurley addressed the Board. Motion was made by Commissioner Raschein and seconded by Commissioner Rice to require that 450 new permit allocations in unincorporated

Monroe County be used for Affordable and/or Workforce Market Rate Housing projects. Roll call vote was taken with the following results:

Commissioner Cates	No
Commissioner Lincoln	Yes
Commissioner Raschein	Yes
Commissioner Rice	Yes
Mayor Scholl	Yes

Motion carried.

The following individual addressed the Board: Stuart Schaffer. Ms. Schemper and Ms. Hurley and Mr. Shillinger addressed the Board. After discussion, Commissioner Raschein withdrew her prior motion. Motion was made by Commissioner Lincoln and seconded by Commissioner Rice that any units above 1,350 in unincorporated Monroe County may be utilized for Affordable and/or Workforce Market Rate Housing projects. Roll call vote was taken with the following results:

Commissioner Cates	No
Commissioner Lincoln	Yes
Commissioner Raschein	Yes
Commissioner Rice	Yes
Mayor Scholl	Yes

Motion carried.

Ms. Hurley, Ms. Schemper, and Mr. Shillinger addressed the Board. After discussion, motion was made by Commissioner Rice and seconded by Commissioner Raschein to adopt the following Resolution, as amended. Roll call vote was taken with the following results:

Commissioner Cates	No
Commissioner Lincoln	Yes
Commissioner Raschein	Yes
Commissioner Rice	Yes
Mayor Scholl	Yes

Motion carried.

RESOLUTION NO. 549-2024

Said Resolution is incorporated herein by reference.

COMMISSIONER'S COMMENTS

Commissioner Raschein commended Representative Jim Mooney and Senator Ana Maria Rodriguez and staff for their efforts.

There being no further business, the meeting of the Board of County Commissioners was adjourned.

Kevin Madok, CPA
Clerk and ex-officio Clerk to the
Board of County Commissioners
Monroe County, Florida
Liz Yongue, D.C.

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: M2
2023-3905

BULK ITEM: Yes **DEPARTMENT:** Clerk

TIME APPROXIMATE: **STAFF CONTACT:** Aneta Jodkowska

AGENDA ITEM WORDING:

Approval of Tourist Development Council expenses for the month of March 2025.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:
The Board approves these expenditures each month.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

TDCMAR25 AJ2.pdf

FINANCIAL IMPACT:

TOURIST DEVELOPMENT COUNCIL EXPENDITURES
CHECKS DISTRIBUTED FOR THE MONTH OF MARCH 2025

VENDOR	DESCRIPTION	AMOUNT
ADVERTISING		
TINSLEY ADVERTISING	DAC 1 ADVERTISING	$910.10
TINSLEY ADVERTISING	DAC 2 ADVERTISING	$502.50
TINSLEY ADVERTISING	DAC 3 ADVERTISING	$67.50
TINSLEY ADVERTISING	DAC 4 ADVERTISING	$276.60
TINSLEY ADVERTISING	DAC 5 ADVERTISING	$0.00
TINSLEY ADVERTISING	CULTURAL UMBRELLA	$870.00
TINSLEY ADVERTISING	DIVE UMBRELLA	$1,915.20
TINSLEY ADVERTISING	FISHING UMBRELLA	$5,949.00
TINSLEY ADVERTISING	GENERAL ADVERTISING	$15,589.51
		$26,080.41
BRICKS & MORTAR PROJECTS		
Dolphin Research Center, Inc	DRC Sea Lion Habitat 2025	$488,655.00
Island Restrooms, LLC	I5328 2x Weekly ADA Portable Toilet Vets Be	$596.00
Island Restrooms, LLC	I4824 Island Restrooms Portable toilet Vets M	$596.00
Pigeon Key Foundation Inc	Pigeon Key Electrical Upgrades & Event Light	$44,000.00
Preferred Materials Inc dba Conrad Ye	SAND FOR HARRY HARRIS LAGOON AREA	$1,251.15
Strunk Ace Hardware Inc	926737 Strunk Higgs Beachside Padlock TDC	$50.37
Strunk Ace Hardware Inc	FY2025 Blanket P.O Higgs Beach TDC	$305.75
Strunk Ace Hardware Inc	926741 Strunk Higgs Beachside Maintenance	-$15.19
Symbiont Service Corp	TDC Project #3225	$33,995.00
		$569,434.08
EVENTS		
Community Arts & Culture Inc	Community Arts & Cultural Presents in Octobe	$1,592.00
Florida Media Group LLC	Key West Film Festival	$1,500.00
HNO Productions	Key Largo Bridge Run in December 2024	$22,010.50
Islamorada Charter Boat Assoc	Islamorada Sailfish Tournament December 20	$19,059.99
Islamorada Charter Boat Assoc	Florida Keys Gold Cup Sailfish Championship	$6,748.00
Key West Film Festival Inc	Key West Film Festival	$10,041.86
Key West Tourist Development Assoc	Key West Burlesque (Event) in October 2024	$2,000.00
Miami New Times LLC	Key West Pride 2025 in June 2025	$3,600.00
Randall Falls	Jumping Joe Productions, Inc for the performa	$3,000.00
Sloppy Joe's Enterprises, Inc	Key West End of Prohibition Celebration	$8,973.19
The Weekly Media Group,LLC	Presidential Families Weekend in February 20	$775.00
		$79,300.54

TOURIST DEVELOPMENT COUNCIL EXPENDITURES
CHECKS DISTRIBUTED FOR THE MONTH OF MARCH 2025

OFFICE SUPPLIES & OPER COSTS

Academy Street Collaboration LLC	Destination Marketing Advisory Service	$33,428.64
APG-East LLC Dba Key West Citizen,	Advertising/Meeting Notices	$391.67
Barack Pensions LLC	Profit Sharing Plan Amendment	$400.00
C.B. Schmitt Real Estate Co. Inc.	Business Lease	$10,880.00
Cherry Bekaert Advisory LLC	Meeting to Present the Risk Assessment	$284.00
Diversified Services Of Key West In	Monthly Janitorial Services	$600.00
DS Waters Of America Inc DBA	Water Service	$9.99
Federal Express Corp	Shipping	$1,401.44
Govconnection, Inc	IT Supplies	$2,359.07
Greater Key West Chamber Of Comm	New Membership Investment	$325.00
Humani HR Co.	January Invoice	$18,106.00
Insurance Office of America	Commercial Package Company	$1,119.30
Knight Technology Group	IT Supplies	$15,729.47
Local Awards & Engraving	Name Tag	$210.00
Monroe Council Of The Arts Corporati	Monthly Expenses	$23,457.05
ODP Business Solutions, LLC	Office Supplies	$50.76
Orkin Pest Control, Inc.	Pest Control for office	$105.00
RHDOD 3 Enterprises, LLC dba UPS	Store 6896	$869.86
Rubin Law Associates, P.A.	MCTDC Connect and Protect	$3,337.50
SearchWide Global Inc	Chief Financial Officer Search	$25,349.00
SHI International Corp	IT Supplies	$427.98
The Weekly Newspapers Inc	Advertising/Meeting Notices	$575.00
Xerox Corporation	Copiers	$325.93
Maxine Pacini	New Employee Background check	$300.00
		$140,042.66

PUBLIC RELATIONS

STUART NEWMAN ASSOCIATES	PR GENERAL PROMO	$0.00
STUART NEWMAN ASSOCIATES	GENERIC FISHING PRODUCTION	$0.00
STUART NEWMAN ASSOCIATES	PR EXPNS ENT/TRAVEL	$7,871.92
STUART NEWMAN ASSOCIATES	PROFESSIONAL SERVICES	$0.00
STUART NEWMAN ASSOCIATES	STRINGER FEES	$42,913.86
		$50,785.78

PERSONNEL SERVICES

3406 NORTH ROOSEVELT BLVD	MARKET RESEARCH	$0.00
3406 NORTH ROOSEVELT BLVD	FILM LIASON	$0.00
3406 NORTH ROOSEVELT BLVD	PROMO STAFFING	$0.00
3406 NORTH ROOSEVELT BLVD	ADMIN SVC	$288,876.03
		$288,876.03

TOURIST DEVELOPMENT COUNCIL EXPENDITURES
CHECKS DISTRIBUTED FOR THE MONTH OF MARCH 2025

SALES & MARKETING

Axis Travel Marketing Ltd	Q1 Expenses, Inv # 3359	$4,500.00
Axis Travel Marketing Ltd	Q1 Expenses - Invoice# 3357	$9,000.00
Axis Travel Marketing Ltd	Q1 Expenses, Inv# 3360	$1,150.00
Axis Travel Marketing Ltd	Q1 Expenses, Inv# 3358	$6,329.88
B-For International	Payment for the booth registration for WTM L	$20,537.00
Board Leadership for Destinations, LL	Board Leadership Symposium 2025 Registrat	$3,295.00
Cooke Communications LLC dba Two	Billing November 2024 Bandwidth/Ripe	$2,593.75
Cooke Communications LLC dba Two	Billing through March 31, 2025	$2,916.66
Curiosity Works Inc DBA Expo Event S	Travel & Adventure DC, March 29-30. LGBT E	$3,318.00
Curiosity Works Inc DBA Expo Event S	Travel & Adventure Show DC, March 29-30. M	$5,434.00
Curiosity Works Inc DBA Expo Event S	Material & Handling for Dallas Travel and Adv	$4,047.00
Digital Peak Productions LLC	Two Shooters & Gear for Panel Coverage at T	$1,260.00
Film Florida, Inc.	Sponsorship of the 2025 South Florida Film F	$1,500.00
Get It Across	Q1 Expenses reimbursement - Invoice# GIA 2	$10,077.94
Get It Across	Q1 Expenses reimbursement - Invoice # GIA 1	$2,410.77
Get It Across	Q1 Expenses reimbursement - Invoice# GIA 2	$425.45
Greater Key West Chamber Of Comm	Email Blast Ad 2.21.25 for DI Event	$65.00
Key West Sign Factory	DI Event: Sign in poster, 30" 20" mounted on	$140.00
Kimberly Peirce dba Peirce Pictures	WORKSHOP 2 - Student filmmakers / screen	$2,000.00
Kimberly Peirce dba Peirce Pictures	WORKSHOP 1 - China Town 50th anniversar	$2,000.00
Love in Bloom Florist, LLC	Destinations International Floral Arrangement	$763.25
Nick Doll Photography LLC	Commercial Photography - Half Day + 1 Hour	$1,700.00
Questex LLC	Registration for GMITE 2025, Braselton, GA M	$11,200.00
Rockport Analytics LLC	Rockport Analytics Visitor Profile Study. Invoi	$9,187.50
Rockport Analytics LLC	Rockport Analytics Visitor Profile Study. invoi	$9,187.50
The Weekly Media Group,LLC	Destinations International Event Ads 2.20.202	$1,269.00
Travel Show Marketing Group LLC	Registration for Romance Travel Forum Jun 4	$6,495.00
Travel Show Marketing Group LLC	Registration for Travel Agent Forum March 31	$6,050.00
TS Shipper, LLC	Visit Fl Keys- Collateral Shipment MIA wareho	$1,111.97
TS Shipper, LLC	Travel & Adventure Show backdrop shipment	$585.00
TS Shipper, LLC	Travel & Adventure Show Collateral Shipment	$1,081.08
TS Shipper, LLC	Travel & Adventure Show Backdrop shipment	$585.00
TS Shipper, LLC	Travel & Adventure Show backdrop shipment	$585.00
		$132,800.75

TOURIST DEVELOPMENT COUNCIL EXPENDITURES
CHECKS DISTRIBUTED FOR THE MONTH OF MARCH 2025

TELEPHONE & UTILITIES

AT&T	Telephone Service	$1,351.23
Comcast	Internet Service	$203.90
Florida Keys Aqueduct Authority	Water Service	$8,276.17
Florida Keys Aqueduct Authority FKA/	Water Service	$142.76
Florida Keys Electric Coop Inc	Electrical Service	$1,050.13
Keys Energy Services	Electrical Service	$725.93
Keys Sanitary Service	Waste Service	$2,006.65
Waste Management Inc Of Florida	Waste Service	$4,811.56
Yves Vrielynck	Reimbursement monthly Uverse internet	$117.70
		$18,686.03

TRAVEL

Chad Newman	IMM and NY Travel & Adventure Show	$2,591.26
Chad Newman	Meeting at Bud N Mary's Marina	$105.73
Chad Newman	Drag Brunch Event in South Beach	$230.48
Chad Newman	Marathon Rotary Presentation	$64.86
Joshua Cato	Business Guild Mixer	$10.00
Joshua Cato	ITB Berlin	$6,153.35
Joshua Cato	Travel & Adventure Show Bay Area	$2,304.13
Liana Pyne	Bay Area Travel & Adventure Show	$2,576.45
Sabine Pons-Chilton	Reimburse Brazillian visa	$80.90
Sabine Pons-Chilton	Visit USA Italy Showcase and Presentations	$3,778.30
Tracy McClellan	Dallas Travel & Adventure Show	$2,506.26
Tracy McClellan	Key West Business Guild	$35.00
Yves Vrielynck	ITB Berlin, Germany	$6,095.25
		$26,531.97

VISITOR INFORMATION SERVICES

Greater Key West Chamber Of Comm	Visitor Information Services	$58,408.16
Key Largo Chamber Of Commerce	Visitor Information Services	$26,092.50
Greater Marathon Chamber Of Comm	Visitor Information Services	$29,400.00
Lower Keys Chamber Of Commerce	Visitor Information Services	$16,758.00
Key West Business Guild	Visitor Information Services	$9,646.90
Islamorada Chamber Of Commerce	Visitor Information Services	$27,562.50
Jdo Insights Inc Dba Insights Inc	Visitor Information Services	$0.00
		$167,868.06
		$1,500,406.31

M3

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: M3
2023-3907

BULK ITEM: Yes **DEPARTMENT:** Clerk

TIME APPROXIMATE: **STAFF CONTACT:** Aneta Jodkowska

AGENDA ITEM WORDING:

Approval of BOCC Warrants (Including Payroll) for the month of March 2025.

ITEM BACKGROUND:

BOCC Warrants Issued for March 2025 by Fund (includes TDC, Payroll, Grants, Electronic Transfers)

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION: Approval as submitted

DOCUMENTATION:

Copy of MAR25 WARRANT REGISTER.pdf

FINANCIAL IMPACT:

Monroe County Board of County Commissioners

WARRANTS BOCC 10145487-10146664 (AP);
31318-31392 (WC)
NO (PR CHECKS); All Payroll Direct Deposited To Employee's Bank Accounts

FUND	FUND TITLE	AMOUNT
F_001	General Fund	3,987,315.00
F_101	Fine & Forfeiture	6,505,491.72
F_102	Road/Bridges	312,286.23
F_115	Tourist Development Council-Two Penny	270,911.48
F_116	TDC - Admin Promo 2 Cent	581,110.30
F_117	TDC - District 1 Third Cent	110,295.99
F_118	TDC - District 2 Third Cent	28,993.77
F_119	TDC - District 3 Third Cent	569,086.07
F_120	TDC - District 4 Third Cent	31,454.90
F_121	TDC - District 5 Third Cent	97,835.41
F_125	Grant Fund	3,900,192.78
F_141	Fire/Ambulance	1,040,396.21
F_147	Unincorporated Service	332,909.46
F_148	Planning Building	698,285.91
F_149	Municipal Policing	842,282.50
F_150	E911 Enhancement Fund	202,084.37
F_152	Duck Key Security	8,641.22
F_153	Local Housing Assistance	180,762.47
F_157	Boating Improvement Fund	48,976.73
F_158	Miscellaneous Special Revenue Fund	205,456.54
F_160	Environmental Restoration	15,950.51
F_162	Law Enforcement Trust-600	7,000.00
F_163	Court Facilities	33,735.96
F_177	Canal #266 MSBU	434.25
F_180	Building Funds	418,820.53
F_207	2003 Revenue Bonds	1,765,837.64
F_304	1 Cent Infrastructure	723,994.12
F_316	Land Acquisition	1,070.00
F_318	Infrastructure Sales Surtax Revenue Bonds Series 2025	230,383.52
F_401	Card Sound Bridge	29,756.64
F_403	Marathon Airport	188,785.49
F_404	Key West Int'l Airport	5,614,187.46
F_405	Key West International Airport Series 2022 Revenue Bonds	7,195,210.09
F_414	MSD Solid Waste	2,250,842.43
F_501	Workers' Compensation	204,754.28
F_502	Group Insurance Fund	1,229,405.34
F_503	Risk Management Fund	198,692.38
F_504	Fleet Management Fund	283,032.32
F_610	Fire/EMS LOSAP Trust Fund	3,510.00
		40,350,172.02

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: M4
2023-3909

BULK ITEM: Yes **DEPARTMENT:** Clerk

TIME APPROXIMATE: **STAFF CONTACT:** Aneta Jodkowska

AGENDA ITEM WORDING: Approval to remove surplus equipment from inventory via disposal or advertise for bid.

ITEM BACKGROUND:

F.S. 274.05-274.07 and Monroe County Purchasing Policy state that the Board of County Commissioners shall approve the disposal of items that have been declared to be surplus by the Property Manager within the office of the Clerk of the Courts. Each of the items on the attached list has been certified by its department to be of no value. Once disposal is approved, the items will be removed from the Fixed Asset Inventory List.

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION:

Approval

DOCUMENTATION:

April 2025 FULL BOCCDelete Portion.pdf

FINANCIAL IMPACT:

switches

ATTACHMENT B.2.

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: Michael Stanek **, Property Clerk**
Finance Dept., Stop 8

FROM: Libraries

DATE: _____

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
2562	FWKHR	COMPUTE R SERVER	08/04/1998	7,885.01/0.00
2847	FAB0534Q0YF	CATALYST SWITCH	08/30/2001	1,371.60/0.00
2851	FOC1036Z88A	CATALYST SWITCH	08/30/2001	1,371.60/0.00
2964		CATALYST SWITCH	08/30/2001	1,371.60/0.00

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.
X APPROVAL TO DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST:

PREPARED BY: Lisa Booker Digitally signed by Lisa Booker Date: 2025.03.07 15:08:59 -05'00' — Signature — 03-07-2025 — Date:

Lisa Booker — Print name

DEPARTMENT DIRECTOR APPROVAL: Kimberly Matthews Digitally signed by Kimberly Matthews Date: 2025.03.11 10:40:58 -04'00' — Signature — _____ — Date:

_____ — Print name

RETURNED COMPLETED & SIGNED TO:
CLERK PROPERTY MANAGER – STOP 8

Rev. BOCC 2/15/2023 (S-3)

2027

Switches

CHAMPS Business Asset Detail

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02/27/2025
Page 1 of 1

Business Asset: BA-0001909 (COMPUTER SERVER)
BA-0001955 (CATALYST SWITCH)
BA-0001958 (CATALYST SWITCH)
BA-0001965 (CATALYST SWITCH)

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed In Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0001909 (COMPUTER SERVER)	2562	COMPUTER SERVER	66-Library	DELL	POWEREDGE 2300	7,885.01	0.00	Cost Center: CC_62026 Libraries Marathon Function: Culture & Recreation Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	MTHN SYSTEM CONTROL RM	08/04/1998	08/04/1998		FWKHR	MK6 Marathon Library	Equipment-Computer/equipment
BA-0001955 (CATALYST SWITCH)	2847	CATALYST SWITCH	66-Library	CISCO	24 PORT	1,371.60	0.00	Cost Center: CC_62028 Libraries Islamorada Function: Culture & Recreation Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	ISLA LIB	08/30/2001	08/30/2001		FAB0534Q0YF	UK1 Islamorada Library	Equipment-Computer/equipment
BA-0001958 (CATALYST SWITCH)	2851	CATALYST SWITCH	66-Library	CISCO	24 PORT	1,371.60	0.00	Cost Center: CC_62026 Libraries Marathon Function: Culture & Recreation Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	TAG MISSING	08/30/2001	08/30/2001		FOC1036Z88A	MK6 Marathon Library	Equipment-Computer/equipment
BA-0001965 (CATALYST SWITCH)	2964	CATALYST SWITCH	66-Library	CISCO	24 PORT	1,371.60	0.00	Cost Center: CC_62032 Libraries Big Pine Key Function: Culture & Recreation Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	BP LIB BACK RM	08/30/2001	08/30/2001			LK51 Big Pine Key Library	Equipment-Computer/equipment

Computers

ATTACHMENT B.2.

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: Michael Stanek, **Property Clerk**
Finance Dept., Stop 8

FROM: Libraries

DATE: _____

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
2264	HK4K071	OPTIPLEX GX280	03/16/2005	1,239.60/0.00
2558	440DV01	Dell GX150	09/05/2001	1,130.00/0.00
4820	36VRT61	OPTIPLEX GX280	03/11/2005	1,209.00/0.00
5033	GHV7J81	DELL GX280	09/18/2005	1,156.76/0.00
5378	1DVP581	DELL GX280	08/22/2005	1,490.00/0.00

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.
X APPROVAL TO DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST:

PREPARED BY: Lisa Booker Digitally signed by Lisa Booker Date: 2025.03.07 15:09:40 -05'00' — Signature — 03-07-2025 — Date:

Lisa Booker — Print name

DEPARTMENT DIRECTOR APPROVAL: Kimberly Matthews Digitally signed by Kimberly Matthews Date: 2025.03.11 10:38:32 -04'00' — Signature — _____ — Date:

_____ — Print name

RETURNED COMPLETED & SIGNED TO:
CLERK PROPERTY MANAGER – STOP 8

Rev. BOCC 2/15/2023 (S-3)

2029

Computers

CHAMPS Business Asset Detail

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02/27/2025
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Business Asset: BA-0001888 (DELL GX280)
BA-0001906 (DELL GX150)
BA-0002262 (DELL GX280)
BA-0002303 (DELL GX280)
BA-0002362 (DELL GX280)

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0001888 (DELL GX280)	2264	DELL GX280	66-Library	DELL	OPTIPLEX GX280	1,239.60	0.00	Cost Center: CC_62028 Libraries Islamorada Function: Culture & Recreation Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	PUBLIC 1	03/16/2005	03/16/2005		HK4K071	UK1 Islamorada Library	Equipment-Computer/equipment
BA-0001906 (DELL GX150)	2558	DELL GX150	66-Library	DELL	GX150	1,130.00	0.00	Cost Center: CC_62026 Libraries Marathon Function: Culture & Recreation Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	MTHN LIB PUBLIC A	09/05/2001	09/05/2001		440DV01	MK6 Marathon Library	Equipment-Computer/equipment
BA-0002262 (DELL GX280)	4820	DELL GX280	66-Library	DELL	OPTIPLEX GX280	1,209.00	0.00	Cost Center: CC_62026 Libraries Marathon Function: Culture & Recreation Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	MTHN LIB PUBLIC E	03/11/2005	03/11/2005		36VRT61	MK6 Marathon Library	Equipment-Computer/equipment
BA-0002303 (DELL GX280)	5033	DELL GX280	66-Library	DELL	GX280	1,156.76	0.00	Cost Center: CC_62019 State Aid To Libraries Function: Culture & Recreation Fund: F_125 Governmental Grants Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	KW HIP COMPUTE R	09/18/2005	09/18/2005		GHV7J81	MK6 Marathon Library	Equipment-Computer/equipment
BA-0002362 (DELL GX280)	5378	DELL GX280	66-Library	DELL	GX280	1,490.00	0.00	Cost Center: CC_62019 State Aid To Libraries Function: Culture & Recreation Fund: F_125 Governmental Grants Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	KL LAW LIB	08/22/2005	08/22/2005		1DVP581	UK18 Key Largo Library	Equipment-Computer/equipment

2030

4081
4081

ATTACHMENT B.2.

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: Michael Stanek **, Property Clerk**
Finance Dept., Stop 8

FROM: Zully Hemeyer

DATE: 03/14/2025

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
4081	1FDAF57S11EB01717	RIV Rapid Intervention Vehicle	11/19/2001	$151,881/$0.00
4081		NO SMOKE EXHAUST	04/04/2013	$8,739.06/$0.00

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.
X APPROVAL TO DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST: Asset went through hurricane Irma and is not functional.

PREPARED BY: Zully K. Hemeyer Digitally signed by Zully K. Hemeyer Date: 2025.03.14 09:31:08 -04'00' — Signature — 03/14/2025 — Date:

Zully K. Hemeyer — Print name

DEPARTMENT DIRECTOR APPROVAL: R. L. Colina Digitally signed by R. L. Colina Date: 2025.03.15 08:59:04 -04'00' — Signature — 03/15/2025 — Date:

R. L. Colina, Fire Chief — Print name

RETURNED COMPLETED & SIGNED TO:
CLERK PROPERTY MANAGER – STOP 8

Rev. BOCC 2/15/2023 (S-3)

4081
408

CHAMPS Business Asset Detail

09:23 AM
03/17/2025

Business Asset: BA-0000091 (NO SMOKE EXHAUST)
BA-0000092 (RIV RAPID INTERVENTION VEHICLE)

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0000091 (NO SMOKE EXHAUST)	4081	NO SMOKE EXHAUST	76-Fire & Rescue	WARD		8,739.06	0.00	Cost Center: CC_63100 Key West Airport Fire & Rescue Function: Public Safety Fund: F_404 Key West International Airport	SC_00100 - Capital Outlay Vehicles	In Service		04/04/2013	04/04/2013			Key West International Airport Terminal	Vehicles
BA-0000092 (RIV RAPID INTERVENTION VEHICLE)	4081	RIV RAPID INTERVENTION VEHICLE	76-Fire & Rescue	2001 FORD	F-550 SL 4X4	151,881.00	0.00	Cost Center: CC_63100 Key West Airport Fire & Rescue Function: Public Safety Fund: F_404 Key West International Airport	SC_00100 - Capital Outlay Vehicles	In Service	KW AIRPORT	11/19/2001	11/19/2001		1FDAF57S11EB01717	Key West International Airport Terminal	Vehicles

4571

ATTACHMENT B.2.

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: Michael Stanek **, Property Clerk**
Finance Dept., Stop 8

FROM: Zully Hemeyer

DATE: 03/14/2025

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
4571	1HTSCPHN4NH446561	1992 Hose Reel Truck	05/20/2005	$126,341.00/$0.00

CHECK ONE (1) APPROPRIATE LINE BELOW:

X _____ APPROVAL TO ADVERTISE FOR BIDS.
_____ APPROVAL TO DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST: Hose Reel Unit is obsolete and no longer functional.

PREPARED BY: Zully K. Hemeyer Digitally signed by Zully K. Hemeyer Date: 2025.03.14 09:39:25 -04'00' — Signature — 03/14/2025 — Date:

Zully K. Hemeyer — Print name

DEPARTMENT DIRECTOR APPROVAL: R. L. Colina Digitally signed by R. L. Colina Date: 2025.03.15 08:04:09 -04'00' — Signature — 03/15/2025 — Date:

R. L. Colina, Fire Chief — Print name

RETURNED COMPLETED & SIGNED TO:
CLERK PROPERTY MANAGER – STOP 8

Rev. BOCC 2/15/2023 (S-3)

4571
Have title

CHAMPS Business Asset Detail

09:57 AM
03/17/2025
Page 1 of 1

Business Asset: BA-0002204 (1992 HOSE REEL TRUCK H-22)

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0002204 (1992 HOSE REEL TRUCK H-22)	4571	1992 HOSE REEL TRUCK H-22	76-Fire & Rescue	INTERNATIONAL	HOSE REEL TRUCK	126,341.00	0.00	Cost Center: CC_11500 Fire & Rescue Central Function: Public Safety Fund: F_141 Fire & Ambulance District 1 Lower & Middle Keys	SC_00100 - Capital Outlay Vehicles	In Service	TAV VFD H-22	05/20/1992	05/20/1992		1HTSCPHN4NH446561	UK13 Tavernier Fire Station #22	Vehicles

20002229

ATTACHMENT B.2.

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: Michael Stanek **, Property Clerk**
Finance Dept., Stop 8

FROM: Zully Hemeyer

DATE: 03/14/2025

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
20002229 (7882)	1ZJBU1613DM077803	2013 UTILITY TRAILER 6 X 12	01/01/2015	$1,346.25/$0.00

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.
X APPROVAL TO DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST: Trailer is not functional, dilapidated, rusted and old.

PREPARED BY:

Zully K. Hemeyer Digitally signed by Zully K. Hemeyer Date: 2025.03.14 12:19:50 -04'00'
Signature

03/14/2025
Date:

Zully Hemeyer
Print name

DEPARTMENT DIRECTOR APPROVAL:

R. L. Colina Digitally signed by R. L. Colina Date: 2025.03.15 07:37:14 -04'00'
Signature

03/15/2025
Date:

R. L. Colina, Fire Chief
Print name

RETURNED COMPLETED & SIGNED TO:
CLERK PROPERTY MANAGER – STOP 8

Rev. BOCC 2/15/2023 (S-3)

20002229

CHAMPS Business Asset Detail

Business Asset: BA-0003798 (2013 UTILITY TRAILER 6 X)

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0003798 (2013 UTILITY TRAILER 6 X)	20002229	2013 UTILITY TRAILER 6 X	76-Fire & Rescue	CONTINENTAL	UT61228	1,346.25	0.00	Cost Center: CC_11500 Fire & Rescue Central Function: Public Safety Fund: F_141 Fire & Ambulance District 1 Lower & Middle Keys	SC_00100 - Capital Outlay Vehicles	In Service	BP FIRE	01/01/2015	01/01/2015		1ZJBU1613DM077803	MK22 Joe London Fire Training Academy	Vehicles

Social Services

ATTACHMENT B.2.

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: Michael Stanek, **Property Clerk**
Finance Dept., Stop 8

FROM: Social Services

DATE: 3/26/2025

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
4476		Computer - CPUPENTIUM II 350	09/30/1999	1,295.00/0.00
5482	UJFFG	DELL GX1	03/24/1999	2,074.00/0.00
6793	215BSK1	DELL LATITUDE E6400	09/30/2009	1,400.00/0.00

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.
X APPROVAL TO DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST: Obsolete/Outdated

PREPARED BY: Lourdes Francis Digitally signed by Lourdes Francis Date: 2025.03.26 13:53:59 -04'00' — Signature — 3/26/2025 — Date:

Lourdes Francis — Print name

DEPARTMENT DIRECTOR APPROVAL: Sheryl Graham Digitally signed by Sheryl Graham Date: 2025.03.26 13:56:34 -04'00' — Signature — 3/26/2025 — Date:

Sheryl Graham — Print name

RETURNED COMPLETED & SIGNED TO:
CLERK PROPERTY MANAGER – STOP 8

Rev. BOCC 2/15/2023 (S-3)

Social Services

CHAMPS Business Asset Detail

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02/26/2025
Page 1 of 1

Business Asset: BA-0002189 (COMPUTER)
BA-0002402 (DELL GX1)
BA-0003045 (DELL LATITUDE E6400)

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0002189 (COMPUTER)	4476	COMPUTER	19-Social Services		CPUPENTIUM II 350	1,295.00	0.00	Cost Center: CC_01523 AARP Middle Keys Function: Culture & Recreation Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	MTHN AARP	09/30/1999	09/30/1999			Marathon Senior Center	Equipment-Computer/equipment
BA-0002402 (DELL GX1)	5482	DELL GX1	19-Social Services	DELL	GX1	2,074.00	0.00	Cost Center: CC_01524 AARP Big Pine Key Function: Culture & Recreation Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	BP AARP	03/24/1999	03/24/1999		UJFFG	Big Pine Key Senior Center	Equipment-Computer/equipment
BA-0003045 (DELL LATITUDE E6400)	6793	DELL LATITUDE E6400	19-Social Services	DELL	E6400	1,400.00	0.00	Cost Center: CC_61525 Social Service Transportation Function: Human Services Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	ANNA HASKINS	09/30/2009	09/30/2009		215BSK1	Monroe County Administration	Equipment-Computer/equipment

Computers

ATTACHMENT B.2.

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: Michael Stanek, **Property Clerk**
Finance Dept., Stop 8

FROM: Fire Rescue

DATE: 03/04/2025

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
2228	DXW4V	COMPUTER	04/02/1998	1,981.00/0.00
4263		MOBILE COMPUTER	11/30/2004	6,104.46/0.00
7145	R9EKMWX	LENOVO THINKPAD 520	07/25/2011	1,050.00/0.00
7250	R9HWH8X	LENOVO THINKPAD 520	11/30/2011	1,150.000.00
7661	SC02LC9GSF6T6	MACBOOK 13"	09/05/2013	2,013.00/0.00
7898	1S10B6000AUSMG0007SR	THINKCENTRE M73 2 MONITORS	03/13/2014	1,120.00/0.00
8426	1S40A10090USM2B05ZZ7	LENOVO THINKPAD W/DOCK	06/02/2015	1,166.99/0.00

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.
X APPROVAL TO DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST: Assets are obsolete and no longer functional.

PREPARED BY: Zully K. Hemeyer Digitally signed by Zully K. Hemeyer Date 2025.03.04 15:07:47 -05'00' — Signature — Date: 03/04/2025

Zully K. Hemeyer — Print name

DEPARTMENT DIRECTOR APPROVAL: — Signature — Date: 3/4/25

RL Colonat — Print name

RETURNED COMPLETED & SIGNED TO:
CLERK PROPERTY MANAGER – STOP 8

Rev. BOCC 2/15/2023 (S-3)

Detail computers

CHAMPS Business Asset Detail

09:25 AM
03/07/2025

Business Asset: BA-0000062 (LENOVO THINKPAD LAPTOP)
BA-0001886 (COMPUTER)
BA-0002175 (MOBILE COMPUTER)
BA-0003267 (LENOVO THINKPAD 520)
BA-0003601 (COMPUTER)
BA-0003814 (THINKCENTRE M73 2 MONITORS)
BA-0004301 (LENOVO THINKPAD W/DOCK)

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0000062 (LENOVO THINKPAD LAPTOP)	7250	LENOVO THINKPAD LAPTOP	76-Fire & Rescue	LENOVO	T520	1,150.00	0.00	Cost Center: CC_12001 Fire Academy Function: Public Safety Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	CHIEF MATHER	11/30/2011	11/30/2011		R9HWH8X	Monroe County Fire & Rescue Office	Equipment-Computer/equipment
BA-0001886 (COMPUTER)	2228	COMPUTER	45-Trauma Office (KL)	DELL	P5MMX200	1,961.00	0.00	Cost Center: CC_13500 Emergency Management Function: Public Safety Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	DIST 5, M NELSON BLDG	04/02/1998	04/02/1998		DXW4V	Trauma Office	Equipment-Computer/equipment
BA-0002175 (MOBILE COMPUTER)	4263	MOBILE COMPUTER	76-Fire & Rescue	PANASONIC		6,104.46	0.00	Cost Center: CC_13500 Emergency Management Function: Public Safety Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	MTHN	11/30/2004	11/30/2004			Marathon Emergency Medical Services	Equipment-Computer/equipment
BA-0003267 (LENOVO THINKPAD 520)	7145	LENOVO THINKPAD 520	76-Fire & Rescue	LENOVO	THINKPAD 520	1,050.00	0.00	Cost Center: CC_13001 Lower & Middle Keys Ambulance (Inactive) Function: Public Safety Fund: F_141 Fire & Ambulance District 1 Lower & Middle Keys	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	BATTALION CHIEF	07/25/2011	07/25/2011		R9EKMWX	Monroe County Fire & Rescue Office	Equipment-Computer/equipment

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed In Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0003601 (COMPUTER)	7661	COMPUTER	76-Fire & Rescue	APPLE	MACBOOK 13"	2,013.00	0.00	Cost Center: CC_14000 Fire Marshal Function: Public Safety Fund: F_148 Planning, Building, Zoning	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service		09/05/2013	09/05/2013		SC02LC9GSF6T6	Monroe County Fire & Rescue Office	Equipment-Computer/equipment
BA-0003814 (THINKCENTRE M73 2 MONITORS)	7898	THINKCENTRE M73 2 MONITORS	76-Fire & Rescue	LENOVO COMMERCIAL SYSTEMS	DCG3220	1,120.00	0.00	Cost Center: CC_11001 Medical Air Transport Function: Public Safety Fund: F_101 Fire & Forfeiture Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	MK-M15	03/13/2014	03/13/2014		1S10B6000AUSMG0007SR	Marathon Emergency Medical Services	Equipment-Computer/equipment
BA-0004301 (LENOVO THINKPAD W/DOCK)	8426	LENOVO THINKPAD W/DOCK	76-Fire & Rescue	LENOVO	T540P	1,166.99	0.00	Cost Center: CC_11500 Fire & Rescue Central Function: Public Safety Fund: F_141 Fire & Ambulance District 1 Lower & Middle Keys	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	FIRE HQ	06/02/2015	06/02/2015		1S40A10090USM2B05ZZ7	Monroe County Fire & Rescue Office	Equipment-Computer/equipment

Radios

ATTACHMENT B.2.

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: Michael Stanek, **Property Clerk**
Finance Dept., Stop 8

FROM: Fire Rescue

DATE: 02/28/2025

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
6317	205CHX1274	Motorola Radio XTS 2500	03/19/2008	$1,914.90/0.00
6321	205CHX1275	Motorola Radio XTS 2500	03/19/2008	$1,914.90/0.00
6345	205CHX1169	Motorola Radio XTS 2500	03/19/2008	$1,914.90/0.00
6625	205CHX1291	Motorola Radio XTS 2500	03/19/2008	$1,914.90/0.00
6618	205CHX1156	Motorola Radio XTS 2500	9/30/2008	$1,915.00/$0.00

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.
_X_ APPROVAL TO DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST: Assets are obsolete and no longer functional.

PREPARED BY: Zully K. Hemeyer Digitally signed by Zully K. Hemeyer Date: 2025.02.28 12:31:09 -05'00'
Signature
02/28/2025
Date:

Zully Hemeyer
Print name

DEPARTMENT DIRECTOR APPROVAL:
Signature
3/3/25
Date:

R.L. Colvard
Print name

RETURNED COMPLETED & SIGNED TO:
CLERK PROPERTY MANAGER – STOP 8

Rev. BOCC 2/15/2023 (S-3)

CHAMPS Business Asset Detail

Business Asset: BA-0002726 (MOTOROLA XTS2500 RADIO)
BA-0002729 (MOTOROLA XTS2500 RADIO)
BA-0002751 (MOTOROLA XTS2500 RADIO)
BA-0002931 (MOTOROLA XTS2500 RADIO)
BA-0002938 (MOTOROLA XTS2500 RADIO)

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed In Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0002726 (MOTOROLA XTS2500 RADIO)	6317	MOTOROLA XTS2500 RADIO	76-Fire & Rescue	MOTOROLA	XTS2500	1,914.90	0.00	Cost Center: CC_13500 Emergency Management Function: Public Safety Fund: F_001 General Fund	SC_00382 -DO NOT USE FORMERLY Capital Outlay Communication/Audio (Inactive)	In Service		03/19/2008	03/19/2008		205CHX1272	MK24 Layton Fire Station #18	Equipment-Communitcation/Audio
BA-0002729 (MOTOROLA XTS2500 RADIO)	6321	MOTOROLA XTS2500 RADIO	76-Fire & Rescue	MOTOROLA	XTS2500	1,914.90	0.00	Cost Center: CC_13500 Emergency Management Function: Public Safety Fund: F_001 General Fund	SC_00382 -DO NOT USE FORMERLY Capital Outlay Communication/Audio (Inactive)	In Service		03/19/2008	03/19/2008		205CHX1270	MK24 Layton Fire Station #18	Equipment-Communitcation/Audio
BA-0002751 (MOTOROLA XTS2500 RADIO)	6345	MOTOROLA XTS2500 RADIO	76-Fire & Rescue	MOTOROLA	XTS2500	1,914.90	0.00	Cost Center: CC_13500 Emergency Management Function: Public Safety Fund: F_001 General Fund	SC_00382 -DO NOT USE FORMERLY Capital Outlay Communication/Audio (Inactive)	In Service		03/19/2008	03/19/2008		205CHX1167	LK40 Cudjoe Fire Station #11	Equipment-Communitcation/Audio
BA-0002931 (MOTOROLA XTS2500 RADIO)	6618	MOTOROLA XTS2500 RADIO	76-Fire & Rescue	MOTOROLA	XTS2500	1,915.00	0.00	Cost Center: CC_11500 Fire & Rescue Central Function: Public Safety Fund: F_141 Fire & Ambulance District 1 Lower & Middle Keys	SC_00382 -DO NOT USE FORMERLY Capital Outlay Communication/Audio (Inactive)	In Service	FIRE RESC # 20414	09/30/2008	09/30/2008		205CHX1156	Monroe County Fire & Rescue Office	Equipment-Communitcation/Audio

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0002938 (MOTOROLA XTS2500 RADIO)	6625	MOTOROLA XTS2500 RADIO	76-Fire & Rescue	MOTOROLA	XTS2500	1,915.00	0.00	Cost Center: CC_11500 Fire & Rescue Central Function: Public Safety Fund: F_141 Fire & Ambulance District 1 Lower & Middle Keys	SC_00382 -DO NOT USE FORMERLY Capital Outlay Communication/Audio (Inactive)	In Service		09/30/2008	09/30/2008		205CHX1292	Marathon Emergency Medical Services	Equipment-Communitcation/Audio

8 of 9 delete

ATTACHMENT B.2.

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: Michael Stanek, **Property Clerk**
Finance Dept., Stop 8

FROM: Fire Rescue

DATE: 4/15/2024

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
6351	205CHX1185	Motorola Radio XTS 2500	03/19/2008	$1,914.90 / 0.00
6603	205CHX1290	Motorola Radio XTS 2500	09/30/2008	$1,915.00 / 0.00
7466	205CNV1254	Motorola Radio XTS 2500	10/19/2012	~~$2,845.25~~ 2,866.25 / 0.00
6320	205CHX1344	Motorola Radio XTS 2500	03/19/2008	$1,914.90 / 0.00
6313	205CHX1184	Motorola Radio XTS 2500	03/19/2008	$1,914.90 / 0.00
7382	205CNH0979	Motorola Radio XTS 2500	08/17/2012	$2,845.25 / 0.00

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.
X APPROVAL TO DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST:

PREPARED BY: Zully K. Hemeyer Digitally signed by Zully K Hemeyer Date 2024.04.13 12:42:49 -04'00' — Signature — 4/15/2024 — Date:

Zully K. Hemeyer — Print name

DEPARTMENT DIRECTOR APPROVAL: [signature] — Signature — 4-15-24 — Date:

James Callahan — Print name

RETURNED COMPLETED & SIGNED TO:
CLERK PROPERTY MANAGER – STOP 8

Rev. BOCC 2/15/2023 (S-3)

8 of 9 detail

CHAMPS Business Asset Detail

09:50 AM
03/03/2025

Business Asset: BA-0000213 (RADIO)
BA-0000228 (RADIO)
BA-0002722 (MOTOROLA XTS2500 RADIO)
BA-0002728 (MOTOROLA XTS2500 RADIO)
BA-0002757 (MOTOROLA XTS2500 RADIO)
BA-0002916 (MOTOROLA XTZ2500 RADIO)
BA-0003449 (RADIO)

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0000213 (RADIO)	7382	RADIO	76-Fire & Rescue	MOTOROLA	XTS 2500	2,845.25	0.00	Cost Center: CC_08503 Risk Management Claims Function: Public Safety Fund: F_503 Risk Management Fund	SC_00384 - DO NOT USE FORMERLY Capital Outlay Emergency/Fire Equipment (Inactive)	In Service	E-11 OFFICER	08/17/2012	08/17/2012		205CNH0979	Monroe County Fire & Rescue Office	Equipment-Emergency/Fire Equipment
BA-0000228 (RADIO)	7466	RADIO	76-Fire & Rescue	MOTOROLA	XTS 2500	2,866.25	0.00	Cost Center: CC_08503 Risk Management Claims Function: Public Safety Fund: F_503 Risk Management Fund	SC_00384 - DO NOT USE FORMERLY Capital Outlay Emergency/Fire Equipment (Inactive)	In Service	CHIEF HUDSON	10/19/2012	10/19/2012		205CNV1254	Monroe County Fire & Rescue Office	Equipment-Emergency/Fire Equipment
BA-0002722 (MOTOROLA XTS2500 RADIO)	6313	MOTOROLA XTS2500 RADIO	76-Fire & Rescue	MOTOROLA	XTS2500	1,914.90	0.00	Cost Center: CC_13500 Emergency Management Function: Public Safety Fund: F_001 General Fund	SC_00382 -DO NOT USE FORMERLY Capital Outlay Communication/Audio (Inactive)	In Service		03/19/2008	03/19/2008		205CHX1184	Monroe County Fire & Rescue Office	Equipment-Communitcation/Audio
BA-0002728 (MOTOROLA XTS2500 RADIO)	6320	MOTOROLA XTS2500 RADIO	76-Fire & Rescue	MOTOROLA	XTS2500	1,914.90	0.00	Cost Center: CC_13500 Emergency Management Function: Public Safety Fund: F_001 General Fund	SC_00382 -DO NOT USE FORMERLY Capital Outlay Communication/Audio (Inactive)	In Service		03/19/2008	03/19/2008		205CHX1344	Monroe County Fire & Rescue Office	Equipment-Communitcation/Audio

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0002757 (MOTOROLA XTS2500 RADIO)	6351	MOTOROLA XTS2500 RADIO	76-Fire & Rescue	MOTOROLA	XTS2500	1,914.90	0.00	Cost Center: CC_13500 Emergency Management Function: Public Safety Fund: F_001 General Fund	SC_00382 -DO NOT USE FORMERLY Capital Outlay Communication/Audio (Inactive)	In Service		03/19/2008	03/19/2008		205CHX1185	Monroe County Fire & Rescue Office	Equipment-Communitcation/Audio
BA-0002916 (MOTOROLA XTZ2500 RADIO)	6603	MOTOROLA XTZ2500 RADIO	76-Fire & Rescue	MOTOTROLA	XTS2500	1,915.00	0.00	Cost Center: CC_11500 Fire & Rescue Central Function: Public Safety Fund: F_141 Fire & Ambulance District 1 Lower & Middle Keys	SC_00382 -DO NOT USE FORMERLY Capital Outlay Communication/Audio (Inactive)	In Service	IKE BEAL	09/30/2008	09/30/2008		205CHX1290	Monroe County Fire & Rescue Office	Equipment-Communitcation/Audio
BA-0003449 (RADIO)	7466	RADIO		MOTOROLA	XTS 2500	0.00	0.00	Function: Public Safety Fund: F_503 Risk Management Fund	SC_00384 - DO NOT USE FORMERLY Capital Outlay Emergency/Fire Equipment (Inactive)	Removed	CHIEF HUDSON	10/19/2012	10/19/2012		205CNV1254		Equipment-Emergency/Fire Equipment

10 of 9

ATTACHMENT B.2.

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: Michael Stanek, **Property Clerk**
Finance Dept., Stop 8

FROM: Fire Rescue

DATE: 4/15/2024

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
6357	205CHX1187	Motorola Radio XTS 2500	03/19/2008	$1,914.90 / 0.00
6310	205CHX1182	Motorola Radio XTS 2500	03/19/2008	$1,995.16 / 0.00
6316	205CHX1173	Motorola Radio XTS 2500	03/19/2008	$1,914.90 / 0.00
6581	205CHX1154	Motorola Radio XTS 2500	9/30/2008	$1,915.00 / 0.00
6356	205CHX1179	Motorola Radio XTS 2500	03/19/2008	$1,914.90 / 0.00

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.
X APPROVAL TO DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST:

PREPARED BY:

Zully K. Hemeyer Digitally signed by Zully K Hemeyer Date: 2024.04.15 12:19:02 -04'00'
Signature

4/15/2024
Date:

Zully K. Hemeyer
Print name

DEPARTMENT DIRECTOR APPROVAL:

Signature

4-15-24
Date:

James Callahan
Print name

RETURNED COMPLETED & SIGNED TO:
CLERK PROPERTY MANAGER – STOP 8

Rev. BOCC 2/15/2023 (S-3)

CHAMPS Business Asset Detail

Business Asset: BA-0002719 (MOTOROLA XTS2500 RADIO)
BA-0002725 (MOTOROLA XTS2500 RADIO)
BA-0002762 (MOTOROLA XTS2500 RADIO)
BA-0002763 (MOTOROLA XTS2500 RADIO)
BA-0002898 (MOTOROAL XTS2500 RADIO)

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0002719 (MOTOROLA XTS2500 RADIO)	6310	MOTOROLA XTS2500 RADIO	76-Fire & Rescue	MOTOROLA	XTS2500	1,995.16	0.00	Cost Center: CC_13500 Emergency Management Function: Public Safety Fund: F_001 General Fund	SC_00382 -DO NOT USE FORMERLY Capital Outlay Communication/Audio (Inactive)	In Service		03/19/2008	03/19/2008		205CHX1182	Monroe County Fire & Rescue Office	Equipment-Communitcation/Audio
BA-0002725 (MOTOROLA XTS2500 RADIO)	6316	MOTOROLA XTS2500 RADIO	76-Fire & Rescue	MOTOROLA	XTS2500	1,914.90	0.00	Cost Center: CC_13500 Emergency Management Function: Public Safety Fund: F_001 General Fund	SC_00382 -DO NOT USE FORMERLY Capital Outlay Communication/Audio (Inactive)	In Service		03/19/2008	03/19/2008		205CHX1173	Monroe County Fire & Rescue Office	Equipment-Communitcation/Audio
BA-0002762 (MOTOROLA XTS2500 RADIO)	6356	MOTOROLA XTS2500 RADIO	76-Fire & Rescue	MOTOROLA	XTS2500	1,914.90	0.00	Cost Center: CC_13500 Emergency Management Function: Public Safety Fund: F_001 General Fund	SC_00382 -DO NOT USE FORMERLY Capital Outlay Communication/Audio (Inactive)	In Service		03/19/2008	03/19/2008		205CHX1179	Monroe County Fire & Rescue Office	Equipment-Communitcation/Audio
BA-0002763 (MOTOROLA XTS2500 RADIO)	6357	MOTOROLA XTS2500 RADIO	76-Fire & Rescue	MOTOROLA	XTS2500	1,914.90	0.00	Cost Center: CC_13500 Emergency Management Function: Public Safety Fund: F_001 General Fund	SC_00382 -DO NOT USE FORMERLY Capital Outlay Communication/Audio (Inactive)	In Service		03/19/2008	03/19/2008		205CHX1187	Monroe County Fire & Rescue Office	Equipment-Communitcation/Audio

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0002898 (MOTOROAL XTS2500 RADIO)	6581	MOTOROAL XTS2500 RADIO	76-Fire & Rescue	MOTOROLA	XTS2500	1,915.00	0.00	Cost Center: CC_11500 Fire & Rescue Central Function: Public Safety Fund: F_141 Fire & Ambulance District 1 Lower & Middle Keys	SC_00382 -DO NOT USE FORMERLY Capital Outlay Communication/Audio (Inactive)	In Service		09/30/2008	09/30/2008		205CHX1154	Monroe County Fire & Rescue Office	Equipment-Communitcation/Audio

(1) 18-23 years old

ATTACHMENT B.2.

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: Michael Stanek, **Property Clerk**
Finance Dept., Stop 8

FROM: State Attorney

DATE: _____

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
4725 ✓	721ACJ1049	DIGITAL PORTABLE RADIO	04/17/2002	3,966.00/0.00
5146 ✓	47XTR81	DELL LATITUDE D610	11/03/2005	1,650.85/0.00
5376 ✓	3X29491	POWERDEDGE 830 SERVER	01/08/2006	2,517.14/0.00
5540 ✓	6542426	42 PLASMA TV	04/25/2006	2,164.00/0.00
5541 ✓	6542424	42 PLASMA TV	04/24/2006	2,164.00/0.00
5542 ✓	6542425	42 PLASMA TV	04/25/2006	2,164.00/0.00
5665 ✓	PYD0616L0118	42" VIDEO MONITOR TV	07/01/2006	2,099.00/0.00
5667 ✓	GLS0012570	STYLUS PRO 9800	07/11/2006	5,987.00/0.00

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.
__X__ APPROVAL TO DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST: OBSOLETE AND NON FUNCTIONAL.

PREPARED BY: _____ Signature _____ Date:

_____ Print name

DEPARTMENT DIRECTOR APPROVAL: _____ Signature 3/4/25 Date:

Jack Bucchioto Print name

RETURNED COMPLETED & SIGNED TO:
CLERK PROPERTY MANAGER – STOP 8

Rev. BOCC 2/15/2023 (S-3)

detail (1)

CHAMPS Business Asset Detail

12:24 PM
01/29/2025

Business Asset: BA-0002254 (DIGITAL PORTABLE RADIO)
BA-0002334 (DELL LATITUDE D610)
BA-0002361 (POWERDEDGE 830 SERVER)
BA-0002414 (42 PLASMA TV)
BA-0002415 (42" PLASMA TV)
BA-0002416 (42" PLASMA TV)
BA-0002450 (42" VIDEO MONITOR TV)
BA-0002451 (COLOR PLOTTER)

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0002254 (DIGITAL PORTABLE RADIO)	4725	DIGITAL PORTABLE RADIO	07-State Attorney	MOTOROLA	XTS5000	3,966.00	0.00	Cost Center: CC_69600 State Attorney Function: Court General Administration Fund: F_001 General Fund	SC_00382 -DO NOT USE FORMERLY Capital Outlay Communication/Audio (Inactive)	In Service	KW LESTER	04/17/2002	04/17/2002		721ACJ1049	State Attorney's Office - 16th Judicial Circuit	Equipment-Communitcation/Audio
BA-0002334 (DELL LATITUDE D610)	5146	DELL LATITUDE D610	07-State Attorney	DELL	LATITUDE D610	1,650.85	0.00	Cost Center: CC_69600 State Attorney Function: Court General Administration Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	MANNY	11/03/2005	11/03/2005		47XTR81	State Attorney's Office - 16th Judicial Circuit	Equipment-Computer/equipment
BA-0002361 (POWERDEDGE 830 SERVER)	5376	POWERDEDGE 830 SERVER	07-State Attorney	DELL	POWEREDGE 830	2,517.14	0.00	Cost Center: CC_69600 State Attorney Function: Court General Administration Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	MTHN	01/08/2006	01/08/2006		3X29491	LK14 Tax Collector - Key West	Equipment-Computer/equipment
BA-0002414 (42 PLASMA TV)	5540	42 PLASMA TV	07-State Attorney	SONY	PFM-42X1/S	2,164.00	0.00	Cost Center: CC_69600 State Attorney Function: Court General Administration Fund: F_001 General Fund	SC_00382 -DO NOT USE FORMERLY Capital Outlay Communication/Audio (Inactive)	In Service	PK J RAICHE	04/25/2006	04/25/2006		6542426	UK7 Old PK Courthouse	Equipment-Communitcation/Audio

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0002415 (42" PLASMA TV)	5541	42" PLASMA TV	07-State Attorney	SONY	PFM-42X1/S	2,164.00	0.00	Cost Center: CC_69600 State Attorney Function: Court General Administration Fund: F_001 General Fund	SC_00382 -DO NOT USE FORMERLY Capital Outlay Communication/Audio (Inactive)	In Service	MTHN	04/24/2006	04/24/2006		6542424	LK14 Tax Collector - Key West	Equipment-Communitcation/Audio
BA-0002416 (42" PLASMA TV)	5542	42" PLASMA TV	07-State Attorney	SONY	PFM-42X1/S	2,164.00	0.00	Cost Center: CC_69600 State Attorney Function: Court General Administration Fund: F_001 General Fund	SC_00382 -DO NOT USE FORMERLY Capital Outlay Communication/Audio (Inactive)	In Service	EVIDENCE CART	04/25/2006	04/25/2006		6542425	State Attorney's Office - 16th Judicial Circuit	Equipment-Communitcation/Audio
BA-0002450 (42" VIDEO MONITOR TV)	5665	42" VIDEO MONITOR TV	07-State Attorney	VIEWSONIC	N4200W	2,099.00	0.00	Cost Center: CC_69600 State Attorney Function: Court General Administration Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	EVIDENCE CART	07/01/2006	07/01/2006		PYD0616L0118	State Attorney's Office - 16th Judicial Circuit	Equipment-Computer/equipment
BA-0002451 (COLOR PLOTTER)	5667	COLOR PLOTTER	07-State Attorney	EPSON	STYLUS PRO 9800	5,987.00	0.00	Cost Center: CC_69600 State Attorney Function: Court General Administration Fund: F_001 General Fund	SC_00379 - DO NOT USE FORMERLY Capital Outlay Office Equipment (Inactive)	In Service	PRINTER ROOM	07/11/2006	07/11/2006		GLS0012570	LK3 Lester Building	Equipment-Office Equipment

16-years old (2)

ATTACHMENT B.2.

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: Michael Stanek, **Property Clerk**
Finance Dept., Stop 8

FROM: State Attorney

DATE: _____

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
5670 ✓	9TFCBB1	POWEREDGE 2800	07/11/2006	6,818.55/0.00
5683 ✓	38Y9BB1	POWEREDGE 1800	07/11/2006	5,325.36 /0.00
5700 ✓	FTX1025Y228	ROUTER-CSU/DSU	07/28/2006	1,599.50/0.00
5701 ✓	FTX1025Y22D	ROUTER-CSU/DSU	07/25/2006	1,599.50/0.00
5767 ✓	GKBKQB1	LATITUDE D820	09/10/2006	2,454.72 /0.00
5768 ✓	GLS0012186	STYLUS PRO 9800	06/24/2006	5,100.00 /0.00
5807 ✓	435952	ID BADGE PRINTER	10/19/2006	1,304.99 /0.00
5851 ✓	CDR1XC1	LATITUDE D420	12/06/2006	2,168.20 /0.00

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.
X APPROVAL TO DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST: OBSOLETE and/or Non functional

PREPARED BY:

_____ _____
Signature Date:

_____
Print name

DEPARTMENT DIRECTOR APPROVAL:

_____ 3/4/25
Signature Date:

Jack Buccellato
Print name

RETURNED COMPLETED & SIGNED TO:
CLERK PROPERTY MANAGER – STOP 8

Rev. BOCC 2/15/2023 (S-3)

Detail 2

CHAMPS Business Asset Detail

12:29 PM
01/29/2025

Business Asset: BA-0002452 (SERVER)
BA-0002454 (SERVER)
BA-0002459 (ROUTER-CSU/DSU)
BA-0002460 (ROUTER-CSU/DSU)
BA-0002482 (DELL LATITUDE D820)
BA-0002483 (PLOTTER/PRINTER)
BA-0002499 (ID BADGE PRINTER)
BA-0002517 (D420 LAPTOP)

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0002452 (SERVER)	5670	SERVER	07-State Attorney	DELL	POWEREDGE 2800	6,818.55	0.00	Cost Center: CC_69600 State Attorney Function: Court General Administration Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	SERVER RM	07/11/2006	07/11/2006		9TFCBB1	LK3 Lester Building	Equipment-Computer/equipment
BA-0002454 (SERVER)	5683	SERVER	07-State Attorney	DELL	POWEREDGE 1800	5,325.36	0.00	Cost Center: CC_69600 State Attorney Function: Court General Administration Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	SERVER ROOM	07/11/2006	07/11/2006		38Y9BB1	LK3 Lester Building	Equipment-Computer/equipment
BA-0002459 (ROUTER-CSU/DSU)	5700	ROUTER-CSU/DSU	07-State Attorney	CISCO	1841	1,599.50	0.00	Cost Center: CC_69600 State Attorney Function: Court General Administration Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	KW SERVER RM	07/28/2006	07/28/2006		FTX1025Y228	State Attorney's Office - 16th Judicial Circuit	Equipment-Computer/equipment
BA-0002460 (ROUTER-CSU/DSU)	5701	ROUTER-CSU/DSU	07-State Attorney	CISCO	1841	1,599.50	0.00	Cost Center: CC_69600 State Attorney Function: Court General Administration Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	KW SERVER RM	07/25/2006	07/25/2006		FTX1025Y22D	State Attorney's Office - 16th Judicial Circuit	Equipment-Computer/equipment

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0002482 (DELL LATITUDE D820)	5767	DELL LATITUDE D820	07-State Attorney	DELL	LATITUDE D820	2,454.72	0.00	Cost Center: CC_69600 State Attorney Function: Court General Administration Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	LUCY	09/10/2006	09/10/2006		GKBKQB1	State Attorney's Office - 16th Judicial Circuit	Equipment-Computer/equipment
BA-0002483 (PLOTTER/PRINTER)	5768	PLOTTER/PRINTER	07-State Attorney	EPSON	STYLUS PRO 9800	5,100.00	0.00	Cost Center: CC_69600 State Attorney Function: Court General Administration Fund: F_001 General Fund	SC_00379 - DO NOT USE FORMERLY Capital Outlay Office Equipment (Inactive)	In Service	PK	06/24/2006	06/24/2006		GLS0012186	UK7 Old PK Courthouse	Equipment-Office Equipment
BA-0002499 (ID BADGE PRINTER)	5807	ID BADGE PRINTER	07-State Attorney	MAGICARD	OPERA 105	1,304.99	0.00	Cost Center: CC_69600 State Attorney Function: Court General Administration Fund: F_001 General Fund	SC_00379 - DO NOT USE FORMERLY Capital Outlay Office Equipment (Inactive)	In Service	INVESTIGATIONS	10/19/2006	10/19/2006		435952	State Attorney's Office - 16th Judicial Circuit	Equipment-Office Equipment
BA-0002517 (D420 LAPTOP)	5851	D420 LAPTOP	07-State Attorney	DELL	LATITUDE D420	2,168.20	0.00	Cost Center: CC_69600 State Attorney Function: Court General Administration Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	MATT	12/06/2006	12/06/2006		CDR1XC1	State Attorney's Office - 16th Judicial Circuit	Equipment-Computer/equipment

(3) 17-years old

ATTACHMENT B.2.

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: Michael Stanek, **Property Clerk**
Finance Dept., Stop 8

FROM: State Attorney

DATE: _____

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
5954 ✓	D68M3C1	DELL D-520 LAP TOP	05/22/2007	2,362.10 /0.00
6038 ✓	1ZQTDC1	DELL LAPTOP 830	08/20/2007	1,943.80 /0.00
6040 ✓	4ZQTCD1	DELL LAPTOP 830	08/20/2007	1,943.80 /0.00
6041 ✓	5ZQTCD1	DELL LAPTOP 830	08/20/2007	1,943.80 /0.00
6042 ✓	6ZQTCD1	DELL LAPTOP 830	08/20/2007	1,943.80 /0.00
6044 ✓	9ZQTCD1	DELL LAPTOP 830	08/20/2007	1,943.80 /0.00
6045 ✓	BZQTCD1	DELL LAPTOP 830	08/20/2007	1,943.80 /0.00
6046	DZQTCD1	DELL LAPTOP 830	08/20/2007	1,943.80 /0.00

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.
X APPROVAL TO DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST: OBSOLETE AND/OR NON FUNCTIONAL

PREPARED BY:

_____ _____
Signature Date:

_____
Print name

DEPARTMENT DIRECTOR APPROVAL:

_____ 3/4/25
Signature Date:

Jack Boccellato
Print name

RETURNED COMPLETED & SIGNED TO:
CLERK PROPERTY MANAGER – STOP 8

Rev. BOCC 2/15/2023 (S-3)

Ref #3

CHAMPS Business Asset Detail

12:44 PM
01/29/2025

Business Asset: BA-0002557 (DELL D-520 LAP TOP)
BA-0002570 (DELL LAPTOP 830)
BA-0002571 (DELL LAPTOP 830)
BA-0002572 (DELL LAPTOP 830)
BA-0002573 (DELL LAPTOP 830)
BA-0002574 (DELL LAPTOP 830)
BA-0002575 (DELL LAPTOP 830)
BA-0002576 (DELL LAPTOP 830)

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0002557 (DELL D-520 LAP TOP)	5954	DELL D-520 LAP TOP	07-State Attorney	DELL	D-520 LAPTOP	2,362.10	0.00	Cost Center: CC_69600 State Attorney Function: Court General Administration Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	JEFF SCHOCKET T	05/22/2007	05/22/2007		D68M3C1	State Attorney's Office - 16th Judicial Circuit	Equipment-Computer/equipment
BA-0002570 (DELL LAPTOP 830)	6038	DELL LAPTOP 830	07-State Attorney	DELL	LAPTOP 830	1,943.80	0.00	Cost Center: CC_69600 State Attorney Function: Court General Administration Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	VAL WINTER	08/20/2007	08/20/2007		1ZQTDC1	State Attorney's Office - 16th Judicial Circuit	Equipment-Computer/equipment
BA-0002571 (DELL LAPTOP 830)	6040	DELL LAPTOP 830	07-State Attorney	DELL	LAPTOP 830	1,943.80	0.00	Cost Center: CC_69600 State Attorney Function: Court General Administration Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	GREG HOJNOWSKI	08/20/2007	08/20/2007		4ZQTCD1	LK3 Lester Building	Equipment-Computer/equipment
BA-0002572 (DELL LAPTOP 830)	6041	DELL LAPTOP 830	07-State Attorney	DELL	LAPTOP 830	1,943.80	0.00	Cost Center: CC_69600 State Attorney Function: Court General Administration Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	TONY PIZZO	08/20/2007	08/20/2007		5ZQTCD1	LK14 Tax Collector - Key West	Equipment-Computer/equipment

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0002573 (DELL LAPTOP 830)	6042	DELL LAPTOP 830	07-State Attorney	DELL	LAPTOP 830	1,943.80	0.00	Cost Center: CC_69600 State Attorney Function: Court General Administration Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	DON BARRETT	08/20/2007	08/20/2007		6ZQTCD1	LK14 Tax Collector - Key West	Equipment-Computer/equipment
BA-0002574 (DELL LAPTOP 830)	6044	DELL LAPTOP 830	07-State Attorney	DELL	LAPTOP 830	1,943.80	0.00	Cost Center: CC_69600 State Attorney Function: Court General Administration Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	DEMETRIOS	08/20/2007	08/20/2007		9ZQTCD1	State Attorney's Office - 16th Judicial Circuit	Equipment-Computer/equipment
BA-0002575 (DELL LAPTOP 830)	6045	DELL LAPTOP 830	07-State Attorney	DELL	LAPTOP 830	1,943.80	0.00	Cost Center: CC_69600 State Attorney Function: Court General Administration Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	INTERN	08/20/2007	08/20/2007		BZQTCD1	State Attorney's Office - 16th Judicial Circuit	Equipment-Computer/equipment
BA-0002576 (DELL LAPTOP 830)	6046	DELL LAPTOP 830	07-State Attorney	DELL	LAPTOP 830	1,943.80	0.00	Cost Center: CC_69600 State Attorney Function: Court General Administration Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	V LOPEZ	08/20/2007	08/20/2007		DZQTCD 1	UK7 Old PK Courthouse	Equipment-Computer/equipment

(2) 16 to 17 years old

ATTACHMENT B.2.

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: Michael Stanek **, Property Clerk**
Finance Dept., Stop 8

FROM: State Attorney

DATE: _____

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
6047	FZQTCD1	DELL LAPTOP 830	08/20/2007	1,943.80 /0.00
6053	F4MNFD1	DELL LATITUDE NOTEBOOK	08/20/2007	1,995.57 /0.00
6495	9PGWMG1	DELL LATITUDE D830 LAPTOP	07/22/2008	1,691.08 /0.00
6499	HPGWMG1	DELL LATITUDE D830 LAPTOP	07/22/2008	1,691.08 /0.00
6500	9QGWMG1	DELL LATITUDE D830 LAPTOP	07/22/2008	1,691.08 /0.00
6502	4QGWMG1	DELL LATITUDE D830 LAPTOP	07/22/2008	1,691.08 /0.00
6506	JPGWMG1	DELL LATITUDE D830 LAPTOP	07/22/2008	1,691.08 /0.00
				1,691.08 /0.00

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.
__X__ APPROVAL TO DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST: OBSOLETE AND NON FUNCTIONAL

PREPARED BY:

_____ Signature

_____ Date:

_____ Print name

DEPARTMENT DIRECTOR APPROVAL:

_____ Signature

3/4/25 Date:

TOM BUCCELLATO Print name

RETURNED COMPLETED & SIGNED TO:
CLERK PROPERTY MANAGER – STOP 8

Rev. BOCC 2/15/2023 (S-3)

detail (4)

CHAMPS Business Asset Detail

Business Asset: BA-0002577 (DELL LAPTOP 830)
BA-0002580 (DELL LATITUDE NOTEBOOK)
BA-0002839 (DELL LATITUDE D830 LAPTOP)
BA-0002840 (DELL LATITUDE D830 LAPTOP)
BA-0002841 (DELL LATITUDE D830 LAPTOP)
BA-0002842 (DELL LATITUDE D830 LAPTOP)
BA-0002843 (DELL LATITUDE D830 LAPTOP)

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0002577 (DELL LAPTOP 830)	6047	DELL LAPTOP 830	07-State Attorney	DELL	LAPTOP 830	1,943.80	0.00	Cost Center: CC_69600 State Attorney Function: Court General Administration Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	MADRUGA	08/20/2007	08/20/2007		FZQTCD1	State Attorney's Office - 16th Judicial Circuit	Equipment-Computer/equipment
BA-0002580 (DELL LATITUDE NOTEBOOK)	6053	DELL LATITUDE NOTEBOOK	07-State Attorney	DELL	LATITUDE NOTEBOOK	1,995.57	0.00	Cost Center: CC_69600 State Attorney Function: Court General Administration Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	EVIDENCE CART	08/20/2007	08/20/2007		F4MNFD1	LK3 Lester Building	Equipment-Computer/equipment
BA-0002839 (DELL LATITUDE D830 LAPTOP)	6495	DELL LATITUDE D830 LAPTOP	07-State Attorney	DELL	LATITUDE D830	1,691.08	0.00	Cost Center: CC_69600 State Attorney Function: Court General Administration Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	SPATARO	07/22/2008	07/22/2008		9PGWMG1	State Attorney's Office - 16th Judicial Circuit	Equipment-Computer/equipment
BA-0002840 (DELL LATITUDE D830 LAPTOP)	6499	DELL LATITUDE D830 LAPTOP	07-State Attorney	DELL	LATITUDE D830	1,691.08	0.00	Cost Center: CC_69600 State Attorney Function: Court General Administration Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	RAICHE	07/22/2008	07/22/2008		HPGWMG1	State Attorney's Office - 16th Judicial Circuit	Equipment-Computer/equipment

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0002841 (DELL LATITUDE D830 LAPTOP)	6500	DELL LATITUDE D830 LAPTOP	07-State Attorney	DELL	LATITUDE D830	1,691.08	0.00	Cost Center: CC_69600 State Attorney Function: Court General Administration Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	COSTNER	07/22/2008	07/22/2008		9QGWMG1	UK7 Old PK Courthouse	Equipment-Computer/equipment
BA-0002842 (DELL LATITUDE D830 LAPTOP)	6502	DELL LATITUDE D830 LAPTOP	07-State Attorney	DELL	LATITUDE D830	1,691.08	0.00	Cost Center: CC_69600 State Attorney Function: Court General Administration Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	CHRIS WEBER	07/22/2008	07/22/2008		4QGWMG1	State Attorney's Office - 16th Judicial Circuit	Equipment-Computer/equipment
BA-0002843 (DELL LATITUDE D830 LAPTOP)	6506	DELL LATITUDE D830 LAPTOP	07-State Attorney	DELL	LATITUDE D830	1,691.08	0.00	Cost Center: CC_69600 State Attorney Function: Court General Administration Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	KW LIB COURT AV CART	07/22/2008	07/22/2008		JPGWMG1	State Attorney's Office - 16th Judicial Circuit	Equipment-Computer/equipment

5 15-16 years old

ATTACHMENT B.2.

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: Michael Stanek **, Property Clerk**
Finance Dept., Stop 8

FROM: State Attorney

DATE: _____

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
6690		CISCO 2800 ROUTER	03/04/2009	4,242.69/0.00
6691		CISCO 2800 ROUTER	03/04/2009	4,290.06/0.00
6709	4PZ2MJ1	DELL LATITUDE E6500	04/14/2009	1,670.98/0.00
6710	5PZ2MJ1	DELL LATITUDE E6500	04/14/2009	1,670.98/0.00
6867	90875663765B6	WATCHGUAR D FIREBIX X1250E	05/05/2010	3,387.73/0.00
6959	C0SXJN1	DELL POWERVAUL T MD3000	08/30/2010	7,030.38/0.00
6960	3T1PNM1	DELL POWEREDGE T410	09/07/2010	3,708.72/0.00
6990	SJS1027028256	APC SMART UPS	12/28/2010	1,355.39/0.00

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.
X APPROVAL TO DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST: OBSOLETE AND/OR NON FUNCTIONAL

PREPARED BY:

_____ _____
Signature Date:

_____
Print name

DEPARTMENT DIRECTOR APPROVAL:

_____ 3/4/13
Signature Date:

JACK BUCCELLATO
Print name

RETURNED COMPLETED & SIGNED TO:
CLERK PROPERTY MANAGER – STOP 8

Rev. BOCC 2/15/2023 (S-3)

detail 5
2009

CHAMPS Business Asset Detail

04:46 PM
02/05/2025
Page 1 of 1

Business Asset: BA-0002980 (CISCO 2800 ROUTER)
BA-0002981 (CISCO 2800 ROUTER)
BA-0002995 (DELL LATITUDE E6500)
BA-0002996 (DELL LATITUDE E6500)

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0002980 (CISCO 2800 ROUTER)	6690	CISCO 2800 ROUTER	07-State Attorney	CISCO	2800	4,242.69	0.00	Cost Center: CC_69600 State Attorney Function: Court General Administration Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	PK	03/04/2009	03/04/2009			UK7 Old PK Courthouse	Equipment-Computer/equipment
BA-0002981 (CISCO 2800 ROUTER)	6691	CISCO 2800 ROUTER	07-State Attorney	CISCO	2800	4,290.06	0.00	Cost Center: CC_69600 State Attorney Function: Court General Administration Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	KW	03/04/2009	03/04/2009			State Attorney's Office - 16th Judicial Circuit	Equipment-Computer/equipment
BA-0002995 (DELL LATITUDE E6500)	6709	DELL LATITUDE E6500	07-State Attorney	DELL	E6500	1,670.98	0.00	Cost Center: CC_69600 State Attorney Function: Court General Administration Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	MARK WILSON	04/14/2009	04/14/2009		4PZ2MJ1	State Attorney's Office - 16th Judicial Circuit	Equipment-Computer/equipment
BA-0002996 (DELL LATITUDE E6500)	6710	DELL LATITUDE E6500	07-State Attorney	DELL	E6500	1,670.98	0.00	Cost Center: CC_69600 State Attorney Function: Court General Administration Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service		04/14/2009	04/14/2009		5PZ2MJ1	State Attorney's Office - 16th Judicial Circuit	Equipment-Computer/equipment

detail 5b
2010

CHAMPS Business Asset Detail

02:54 PM
02/06/2025
Page 1 of 1

Business Asset: BA-0003092 (WATCHGUARD FIREBIX X1250E)
BA-0003161 (DELL POWERVAULT MD3000)
BA-0003162 (DELL POWEREDGE T410)
BA-0003171 (APC SMART UPS)

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed In Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0003092 (WATCHGUARD FIREBIX X1250E)	6867	WATCHGUARD FIREBIX X1250E	07-State Attorney	WATCHGUARD	X1250E	3,387.73	0.00	Cost Center: CC_69600 State Attorney Function: Court General Administration Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	KW	05/05/2010	05/05/2010		90B75663765B6	State Attorney's Office - 16th Judicial Circuit	Equipment-Computer/equipment
BA-0003161 (DELL POWERVAULT MD3000)	6959	DELL POWERVAULT MD3000	07-State Attorney	DELL	POWERVAULT MD3000	7,030.36	0.00	Cost Center: CC_69600 State Attorney Function: Court General Administration Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	KW	08/30/2010	08/30/2010		C0SXJN1	State Attorney's Office - 16th Judicial Circuit	Equipment-Computer/equipment
BA-0003162 (DELL POWEREDGE T410)	6960	DELL POWEREDGE T410	07-State Attorney	DELL	POWEREDGE T410	3,708.72	0.00	Cost Center: CC_69600 State Attorney Function: Court General Administration Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	KW	09/07/2010	09/07/2010		3T1PNM1	State Attorney's Office - 16th Judicial Circuit	Equipment-Computer/equipment
BA-0003171 (APC SMART UPS)	6990	APC SMART UPS	07-State Attorney	APC	UOS 3000VA	1,355.39	0.00	Cost Center: CC_69600 State Attorney Function: Court General Administration Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	SEE MATT	12/28/2010	12/28/2010		SJS1027028256	State Attorney's Office - 16th Judicial Circuit	Equipment-Computer/equipment

ATTACHMENT B.2.

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: Michael Stanek **, Property Clerk**
Finance Dept., Stop 8

FROM: Court Administration

DATE: _____

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
9022	ACCC8E68A346	AXIS P3707-PE NETWORK CAMERA	01/04/2017	1,175.00/0.00
9023	ACCC8E68A346	AXIS P3707-PE NETWORK CAMERA	01/04/2017	1,175.00/0.00

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.
__x__ APPROVAL TO DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST:

PREPARED BY: Cheryl Alonso — Signature — 2/5/2024 — Date:

Cheryl Alonso — Print name — Court Operations Manger

DEPARTMENT DIRECTOR APPROVAL: _____ — Signature — 3/5/2025 — Date:

Carey Gibson — Print name — Trial Court Technology Officer

RETURNED COMPLETED & SIGNED TO:
CLERK PROPERTY MANAGER – STOP 8

Rev. BOCC 2/15/2023 (S-3)

Business Asset: BA-0004873 (AXIS P3707-PE NETWORK CAMERA)
BA-0004874 (AXIS P3707-PE NETWORK CAMERA)

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0004873 (AXIS P3707-PE NETWORK CAMERA)	9022	AXIS P3707-PE NETWORK CAMERA	06-Court Administration	AXIS	P3707	1,175.00	0.00	Cost Center: CC_81501 Courthouse Facilities Function: Court General Administration Fund: F_163 Court Facilities Fees Fund	SC_00382 -DO NOT USE FORMERLY Capital Outlay Communication/Audio (Inactive)	In Service		01/04/2017	01/04/2017		ACCC8E68A345	LK2 Historic Courthouse	Equipment-Communication/Audio
BA-0004874 (AXIS P3707-PE NETWORK CAMERA)	9023	AXIS P3707-PE NETWORK CAMERA	06-Court Administration	AXIS	P3707	1,175.00	0.00	Cost Center: CC_81501 Courthouse Facilities Function: Court General Administration Fund: F_163 Court Facilities Fees Fund	SC_00382 -DO NOT USE FORMERLY Capital Outlay Communication/Audio (Inactive)	In Service		01/04/2017	01/04/2017		ACCC8E68A346	LK2 Historic Courthouse	Equipment-Communication/Audio

MONROE COUNTY
INVENTORY DELETION REQUEST

To: John Beyers, Clerk's Office
Property Manager - STOP 8

From: Cheryl Alfonso
Department: Court Administration

Monroe County ID Number	Serial Number	Asset Description	Date Purchased	Present Value	
				Original	Estimate
8176	DN6G319XDFJ2	Apple Ipad	9/14/2011	**$729.00**	$0.00
6108	0703C4125	BIS Digital Mixer/Software	9/2/2008	**$3,250.00**	$0.00
8589	80DF0308E0BA7	Firebox WatchGuard	11/13/15	$2,899.00	$0.00
9643	1965902	Dell Desktop	09/30/18	$1,274.98	$0.00
9630	9J65902	Dell Desktop	09/30/18	$1,274.98	$0.00
5691	DZKRHB1	Dell Desktop	07/30/06	$1,736.72	$0.00
20000494	JF4QPR3	BIS PA Mixer Panel	09/02/08	$4,050.00	$0.00
6113	N/A	BIS PA Mixer Panel	09/02/08	$4,050.00	$0.00
8668	FTT2003012M	Cisco Telepresence	02/11/16	$4,950.00	$0.00

CHECK APPROPRIATE BOX FOR PURPOSE OF ASSET DELETION REQUEST:

- ☐ REQUEST BOCC APPROVAL TO ADVERTISE FOR BIDS
- ☑ REQUEST BOCC APPROVAL TO REMOVE FROM INVENTORY AND DISPOSE OF IT
- ☐ REQUEST BOCC APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO:

_____

Reason for request:
Old and Outdated Technology - many items over 20 years old

PREPARED BY: _____ DATE: 3/5/2025
Signature

Cheryl Alfonso, Court Operations Manager
Print Name

BOCC DEPT DIRECTOR or CONSTITUTIONAL OFFICER _____ DATE: 3/5/2025
Signature

Carey Gibson, Court Technology Officer
Print Name

RETURN COMPLETED & SIGNED FORM TO:
CLERK PROPERTY MANAGER - STOP 8

OMB FORM
REVISED 10.15.2019

Business Asset: BA-0002457 (DELL DIMENSION 3100)
BA-0002606 (BIS DIGITAL MIXER/SOFTWAR)
BA-0002609 (BIS PA MIXER PANEL)
BA-0002611 (BIS PA MIXER PANEL)
BA-0004052 (APPLE IPAD2)
BA-0004454 (WATCHGUARD M300 FIREBOX)
BA-0004527 (CISCO CTS-SX20-PHD4X-K9)
BA-0005443 (DELL OPT 7450 AIO)
BA-0005458 (DELL OPTIPLEX 7450)

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0002457 (DELL DIMENSION 3100)	5891	DELL DIMENSION 3100	06-Court Administration	DELL	DIMENSION 3100	1,738.72	0.00	Cost Center: CC_84500 Information Systems Function: Court General Operations Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	C ALFONSO CT OP UNDR DESK	07/30/2008	07/30/2008		DZKRHB1	Monroe County Court Administration	Equipment-Computer/equipmant
BA-0002606 (BIS DIGITAL MIXER/SOFTWAR)	6108	BIS DIGITAL MIXER/SOFTWAR	06-Court Administration	BIS	MX2-4-S	3,250.00	0.00	Cost Center: CC_81501 Courthouse Facilities Function: Court General Operations Fund: F_163 Court Facilities Fees Fund	SC_00382 -DO NOT USE FORMERLY Capital Outlay Communication/Audio (Inactive)	In Service	COURTROO M B	09/02/2008	09/02/2008		0703C4125	Monroe County Court Administration	Equipment-Communitcation/Audio
BA-0002609 (BIS PA MIXER PANEL)	20000494	BIS PA MIXER PANEL	06-Court Administration	BIS	OptiPlex7400-3G4QPR3	4,050.00	0.00	Cost Center: CC_81501 Courthouse Facilities Function: Court General Operations Fund: F_163 Court Facilities Fees Fund	SC_00382 -DO NOT USE FORMERLY Capital Outlay Communication/Audio (Inactive)	In Service	COURTROO M C	09/02/2008	09/02/2008		JF4QPR3	Monroe County Court Administration	Equipment-Communitcation/Audio
BA-0002611 (BIS PA MIXER PANEL)	6113	BIS PA MIXER PANEL	06-Court Administration	BIS	MIXER PANEL	4,050.00	0.00	Cost Center: CC_81501 Courthouse Facilities Function: Court General Administration Fund: F_163 Court Facilities Fees Fund	SC_00382 -DO NOT USE FORMERLY Capital Outlay Communication/Audio (Inactive)	In Service	FJC-KW IN DUNGEON @ CT REPORTER SHELVES	09/02/2008	09/02/2008			LK2 Historic Courthouse	Equipment-Communitcation/Audio

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed In Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0004062 (APPLE IPAD2)	8176	APPLE IPAD2	06-Court Administration	APPLE COMPUTERS	IPAD2	729.00	0.00	Cost Center: CC_80001 Court Administration Function: Court General Administration Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	LK-WO1	09/14/2011	09/14/2011		DN8G319XDFJ2	Monroe County Court Administration	Equipment-Computer/equipment
BA-0004454 (WATCHGUARD M300 FIREBOX)	8589	WATCHGUARD M300 FIREBOX	06-Court Administration	WATCHGUARD TECH	M300	2,899.00	0.00	Cost Center: CC_82507 Judicial Court Technology FS 28.24(12)(E) Function: Court General Administration Fund: F_158 Miscellaneous Special Revenue Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	FJC 2ND FLOOR SERVER RM	11/13/2015	11/13/2015		80DF0308E0BA7	Monroe County Court Administration	Equipment-Computer/equipment
BA-0004527 (CISCO CTS-SX20-PHD4X-K9)	8668	CISCO CTS-SX20-PHD4X-K9	06-Court Administration	CISCO	CST-SX20	4,950.00	0.00	Cost Center: CC_82507 Judicial Court Technology FS 28.24(12)(E) Function: Court General Administration Fund: F_158 Miscellaneous Special Revenue Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	This item is the "Dungeon" 1st Floor of the FJC	02/11/2016	02/11/2016		FTT2003012M	LK1 Freeman Justice Center	Equipment-Computer/equipment
BA-0005443 (DELL OPT 7450 AIO)	9630	DELL OPT 7450 AIO	06-Court Administration	DELL	OPT 7450 AOI	1,274.98	0.00	Cost Center: CC_83500 Pretrial Release Function: Court General Administration Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	RACHEL KW DC	09/30/2018	09/30/2018		9J65902	Monroe County Court Administration	Equipment-Computer/equipment
BA-0005456 (DELL OPTIPLEX 7450)	9643	DELL OPTIPLEX 7450	06-Court Administration	DELL	7450 OPTIPLEX ALL IN ONE	1,274.98	0.00	Cost Center: CC_83500 Pretrial Release Function: Court General Administration Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	PRE TRIAL - SCOTT WHILES	09/30/2018	09/30/2018		1965902	Monroe County Court Administration	Equipment-Computer/equipment

Computer 1

ATTACHMENT B.2.

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: Michael Stanek **, Property Clerk**
Finance Dept., Stop 8

FROM: Clerk

DATE: 3/10/2025

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
4682	BY8PT71	DELL PRECISION 370	07/07/2005	1,478.05/0.00
5096	4Y8B481	DELL PRECISION 380	08/10/2005	1,457.18/0.00
4975	CTQ4D81	DELL PRECISION 380	09/04/2005	1,542.18/0.00
5115	CSL8G81	DELL PRECISION 360	09/09/2005	1,752.53/0.00
5171	F7N5S81	DELL PRECISION 380	12/31/2005	1,581.73/0.00
5230	4FC5S81	DELL PRECISION 380	12/31/2005	1,581.73/0.00
5745	HGZ4S81	DELL PRECISION 380	12/31/2005	1,581.73/0.00
6066	5PBTLD1	DELL PRECISION 390	09/12/2007	1,522.58/0.00

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.
X APPROVAL TO DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST: Obsolete

PREPARED BY: Corey Perloff — Signature — 3/10/2025 — Date:

Corey Perloff
Print name

DEPARTMENT DIRECTOR APPROVAL: Corey Perloff — Signature — 3/10/2025 — Date:

Corey Perloff
Print name

RETURNED COMPLETED & SIGNED TO:
CLERK PROPERTY MANAGER – STOP 8

Rev. BOCC 2/15/2023 (S-3)

Computer 1

CHAMPS Business Asset Detail

03:17 PM
03/03/2025

Business Asset: BA-0002246 (DELL PRECISION 370)
BA-0002293 (DELL PRECISION 380)
BA-0002321 (DELL PRECISION 380)
BA-0002326 (DELL PRECISION 360)
BA-0002337 (DELL PRECISION 380)
BA-0002346 (DELL PRECISION 380)
BA-0002472 (DELL PRECISION 380)
BA-0002583 (DELL PRECISION 390)

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed In Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0002246 (DELL PRECISION 370)	4682	DELL PRECISION 370	02-Clerk	DELL	PRECISION 370	1,478.05	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	PK CTROOM A	07/07/2005	07/07/2005		BY8PT71	Monroe County Clerk Of Court & Comptroller	Equipment-Computer/equipment
BA-0002293 (DELL PRECISION 380)	4975	DELL PRECISION 380	02-Clerk	DELL	PRECISION 380	1,542.18	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	PK	09/04/2005	09/04/2005		CTQ4D81	UK7 Old PK Courthouse	Equipment-Computer/equipment
BA-0002321 (DELL PRECISION 380)	5096	DELL PRECISION 380	02-Clerk	DELL	PRECISION 380	1,457.18	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	PK ROTH BLDG	08/10/2005	08/10/2005		4Y8B481	UK7 Old PK Courthouse	Equipment-Computer/equipment
BA-0002326 (DELL PRECISION 360)	5115	DELL PRECISION 360	02-Clerk	DELL	PRECISION 360	1,752.53	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	KW COURTROOM A	09/09/2005	09/09/2005		CSL8G81	LK3 Lester Building	Equipment-Computer/equipment

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed In Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0002337 (DELL PRECISION 380)	5171	DELL PRECISION 380	02-Clerk	DELL	PRECISION 380	1,581.73	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service		12/31/2005	12/31/2005		F7N5S81	UK7 Old PK Courthouse	Equipment-Computer/equipment
BA-0002346 (DELL PRECISION 380)	5230	DELL PRECISION 380	02-Clerk	DELL	PRECISION 380	1,581.73	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	MIS	12/31/2005	12/31/2005		4FC5S81	LK3 Lester Building	Equipment-Computer/equipment
BA-0002472 (DELL PRECISION 380)	5745	DELL PRECISION 380	02-Clerk	DELL	PRECISION 380	1,581.73	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	PK CHILD SUPPORT CLERK	12/31/2005	12/31/2005		HGZ4S81	UK7 Old PK Courthouse	Equipment-Computer/equipment
BA-0002583 (DELL PRECISION 390)	6066	DELL PRECISION 390	02-Clerk	DELL	DESKTOP	1,522.58	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	GINGER	09/12/2007	09/12/2007		5PBTLD1	Monroe County Clerk Of Court & Comptroller	Equipment-Computer/equipment

Computer 2

ATTACHMENT B.2.

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: Michael Stanek, **Property Clerk**
Finance Dept., Stop 8

FROM: Clerk

DATE: 3/10/2025

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
6069	6PBTLD1	DELL PRECISION 390	09/12/2007	1,522.58/0.00
7007	GB7WWN1	DELL LATITUDE E6510	12/29/2010	1,727.10/0.00
7067	7P4VHQ1	DELL T3500	04/14/2011	1,779.84/0.00
7068	HSLKCP1	DELL T3500	04/14/2011	1,779.84/0.00
7070	HSKJCP1	DELL T3500	04/14/2011	1,779.84/0.00
7074	HSLPCP1	DELL T3500	04/14/2011	1,779.84/0.00
7075	HSKRCP1	DELL T3500	04/14/2011	1,779.84/0.00
7076	HSKQCP1	DELL T3500	04/14/2011	1,779.84/0.00

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.
X APPROVAL TO DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST: Obsolete

PREPARED BY: Corey Perloff — Signature — 3/10/2025 — Date:

Corey Perloff — Print name

DEPARTMENT DIRECTOR APPROVAL: Corey Perloff — Signature — 3/10/2025 — Date:

Corey Perloff — Print name

RETURNED COMPLETED & SIGNED TO:
CLERK PROPERTY MANAGER – STOP 8

Rev. BOCC 2/15/2023 (S-3)

Computer 2

CHAMPS Business Asset Detail

03:23 PM
03/03/2025

Business Asset: BA-0002584 (DELL PRECISION 390)
BA-0003176 (DELL LATITUDE E6510)
BA-0003223 (DELL T3500)
BA-0003224 (DELL T3500)
BA-0003225 (DELL T3500)
BA-0003227 (DELL T3500)
BA-0003228 (DELL T3500)
BA-0003229 (DELL T3500)

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed In Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0002584 (DELL PRECISION 390)	6069	DELL PRECISION 390	02-Clerk	DELL	DESKTOP	1,522.58	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	KW RECORDING	09/12/2007	09/12/2007		6PBTLD1	Monroe County Clerk Of Court & Comptroller	Equipment-Computer/equipment
BA-0003176 (DELL LATITUDE E6510)	7007	DELL LATITUDE E6510	02-Clerk	DELL	LATITUDE E6510	1,727.10	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	IT	12/29/2010	12/29/2010		GB7WWN1	Monroe County Clerk Of Court & Comptroller	Equipment-Computer/equipment
BA-0003223 (DELL T3500)	7067	DELL T3500	02-Clerk	DELL	T3500	1,779.84	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	RECORDING	04/14/2011	04/14/2011		7P4VHQ1	Monroe County Clerk Of Court & Comptroller	Equipment-Computer/equipment
BA-0003224 (DELL T3500)	7068	DELL T3500	02-Clerk	DELL	T3500	1,779.84	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	SCANNER 1	04/14/2011	04/14/2011		HSLKCP1	Monroe County Clerk Of Court & Comptroller	Equipment-Computer/equipment

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0003225 (DELL T3500)	7070	DELL T3500	02-Clerk	DELL	T3500	1,779.84	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	CASHIER 2	04/14/2011	04/14/2011		HSKJCP1	Monroe County Clerk Of Court & Comptroller	Equipment-Computer/equipment
BA-0003227 (DELL T3500)	7074	DELL T3500	02-Clerk	DELL	T3500	1,779.84	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	RHONDA	04/14/2011	04/14/2011		HSLPCP1	UK7 Old PK Courthouse	Equipment-Computer/equipment
BA-0003228 (DELL T3500)	7075	DELL T3500	02-Clerk	DELL	T3500	1,779.84	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	CASHIER 1	04/14/2011	04/14/2011		HSKRCP 1	Monroe County Clerk Of Court & Comptroller	Equipment-Computer/equipment
BA-0003229 (DELL T3500)	7076	DELL T3500	02-Clerk	DELL	T3500	1,779.84	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	CASHIER 4	04/14/2011	04/14/2011		HSKQCP 1	Monroe County Clerk Of Court & Comptroller	Equipment-Computer/equipment

computer 3

ATTACHMENT B.2.

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: Michael Stanek, **Property Clerk**
Finance Dept., Stop 8

FROM: Clerk

DATE: 3/10/2025

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
7223	17H80R1	DELL PRECISION 3500	08/17/2011	1,303.20/0.00
7355	HPJ16V1	DELL PRECISION 3500	07/05/2012	2,130.76/0.00
7435	6826F1NVWV1	DELL PRECISION 3500	10/16/2012	1,808.11/0.00
7440	F1MVWV1	DELL PRECISION 3500	10/16/2012	1,808.11/0.00
7442	F1NYWV1	DELL PRECISION 3500	10/16/2012	1,808.11/0.00
7581	JTTVBX1	DELL PRECISION T1650	03/22/2013	1,174.55/0.00
7584	JTTTBX1	DELL PRECISION T1650	03/22/2013	1,174.55/0.00
7948	9QCZWZ1	LATITUDE E7440	04/01/2014	1,623.61/0.00

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.
X APPROVAL TO DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST: Obsolete

PREPARED BY: Corey Perloff — Signature — 3/10/2025 — Date:

Corey Perloff
Print name

DEPARTMENT DIRECTOR APPROVAL: Corey Perloff — Signature — 3/10/2025 — Date:

Corey Perloff
Print name

RETURNED COMPLETED & SIGNED TO:
CLERK PROPERTY MANAGER – STOP 8

Rev. BOCC 2/15/2023 (S-3)

Computer 3

CHAMPS Business Asset Detail

03:38 PM
03/03/2025

Business Asset: BA-0000044 (DELL PRECISION COMPUTER)
BA-0003354 (COMPUTER)
BA-0003424 (DELL PRECISION T3500)
BA-0003426 (DELL PRECISION T3500)
BA-0003427 (DELL PRECISION T3500)
BA-0003539 (DELL PERCISION)
BA-0003542 (DELL PRECISION T1650)
BA-0003854 (LATITUDE E7440)

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0000044 (DELL PRECISION COMPUTER)	7223	DELL PRECISION COMPUTER	02-Clerk	DELL	T3500	1,303.20	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	TINA	08/17/2011	08/17/2011		17H80R1	Monroe County Clerk Of Court & Comptroller	Equipment-Computer/equipment
BA-0003354 (COMPUTER)	7355	COMPUTER	02-Clerk	DELL	T3500	2,130.76	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	FRONT DESK/NANCY	07/05/2012	07/05/2012		HPJ16V1	Monroe County Clerk Of Court & Comptroller	Equipment-Computer/equipment
BA-0003424 (DELL PRECISION T3500)	7435	DELL PRECISION T3500	02-Clerk	DELL	PRECISION T3500	1,808.11	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	LUANNE	10/16/2012	10/16/2012		6826F1NVWV1	Monroe County Clerk Of Court & Comptroller	Equipment-Computer/equipment
BA-0003426 (DELL PRECISION T3500)	7440	DELL PRECISION T3500	02-Clerk	DELL	PRECISION T3500	1,808.11	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	M COHEN	10/16/2012	10/16/2012		F1MVWV1	Monroe County Clerk Of Court & Comptroller	Equipment-Computer/equipment

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0003427 (DELL PRECISION T3500)	7442	DELL PRECISION T3500	02-Clerk	DELL	PRECISION T3500	1,808.11	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	EXTRA CASHIER	10/16/2012	10/16/2012		F1NYWV1	Monroe County Clerk Of Court & Comptroller	Equipment-Computer/equipment
BA-0003539 (DELL PERCISION)	7581	DELL PERCISION	02-Clerk	DELL	PERCISION T1650	1,174.55	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service		03/22/2013	03/22/2013		JTTVBX1	Monroe County Clerk Of Court & Comptroller	Equipment-Computer/equipment
BA-0003542 (DELL PRECISION T1650)	7584	DELL PRECISION T1650	02-Clerk	DELL	PRECISION T1650	1,174.55	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service		03/22/2013	03/22/2013		JTTTBX1	Monroe County Clerk Of Court & Comptroller	Equipment-Computer/equipment
BA-0003854 (LATITUDE E7440)	7948	LATITUDE E7440	02-Clerk	DELL	LATITUDE E7440	1,623.61	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	LK-W15	04/01/2014	04/01/2014		9QCZWZ1	Monroe County Clerk Of Court & Comptroller	Equipment-Computer/equipment

Computer 4

ATTACHMENT B.2.

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: Michael Stanek, **Property Clerk**
Finance Dept., Stop 8

FROM: Clerk

DATE: 3/10/2025

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
7879	4ML8J02	DELL OPTIPLEX 7010	07/01/2014	1,008.86/0.00
8042	75CQJ12	DELL LAPTOP LATITUDE E7440	09/25/2014	1,503.71/0.00

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.
X APPROVAL TO DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST: Obsolete

PREPARED BY: Corey Perloff — Signature — 3/10/2025 — Date:

Corey Perloff — Print name

DEPARTMENT DIRECTOR APPROVAL: Corey Perloff — Signature — 3/10/2025 — Date:

Corey Perloff — Print name

RETURNED COMPLETED & SIGNED TO:
CLERK PROPERTY MANAGER – STOP 8

Rev. BOCC 2/15/2023 (S-3)

Computer 4

CHAMPS Business Asset Detail

03:45 PM
03/03/2025

Business Asset: BA-0003795 (DELL OPTIPLEX 7010)
BA-0003938 (DELL LAPTOP LATITUDE E7440)
BA-0007695 (DELL OPTIPLEX 7010)

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0003795 (DELL OPTIPLEX 7010)	7879	DELL OPTIPLEX 7010		DELL	OPTIPLEX 7010	0.00	0.00	Function: Court General Administration Fund: F_008 Clerk Court-Related	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	Removed		07/01/2014	07/01/2014		4ML8J02		Equipment-Computer/equipment
BA-0003938 (DELL LAPTOP LATITUDE E7440)	8042	DELL LAPTOP LATITUDE E7440	02-Clerk	DELL	LATITUDE E7440	1,503.71	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	PAM R. HOME	09/25/2014	09/25/2014		75CQJ12	Monroe County Clerk Of Court & Comptroller	Equipment-Computer/equipment
BA-0007695 (DELL OPTIPLEX 7010)	7879	DELL OPTIPLEX 7010	02-Clerk	DELL	OPTIPLEX 7010	1,008.86	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service		07/01/2014	07/01/2014		4ML8J02	Monroe County Clerk Of Court & Comptroller	Equipment-Computer/equipment

servers ect 1

ATTACHMENT B.2.

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: Michael Stanek **, Property Clerk**
Finance Dept., Stop 8

FROM: Clerk

DATE: 3/10/2025

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
5125	HV7D481	COMPUTER SERVER	09/18/2005	5,472.50/0.00
5718	QD0533151545	UPS-APC SYMMETRA	12/31/2005	10,561.14/0.00
6936	C2181JB00408	CISCO/LINKSYS ROUTER	07/23/2010	1,779.00/0.00
6946	5PXMJN1	DELL T610 SERVER	08/20/2010	9,542.71/0.00
6976	3910601344	FORTIGATE 200B FIREWALL	09/30/2010	3,745.00/0.00
6977	3910601613	FORTIGATE 200B FIREWALL	09/30/2010	3,745.00/0.00
7160	CNBJ619319	PRINTER - HP P2055dn	09/02/2011	318.00/0.00
7163	CNBJ619322	PRINTER - HP P2055dn	09/02/2011	318.00/0.00

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.
X APPROVAL TO DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST: Obsolete

PREPARED BY: Corey Perloff — Signature — 3/10/2025 — Date:

Corey Perloff — Print name

DEPARTMENT DIRECTOR APPROVAL: Corey Perloff — Signature — 3/10/2025 — Date:

Corey Perloff — Print name

RETURNED COMPLETED & SIGNED TO:
CLERK PROPERTY MANAGER – STOP 8

Rev. BOCC 2/15/2023 (S-3)

Servers, ect 1

Business Asset: BA-0000014 (POWER MODULES)
BA-0000017 (PRINTER)
BA-0000019 (PRINTER)
BA-0002327 (COMPUTER SERVER)
BA-0003149 (CISCO/LINKSYS ROUTER)
BA-0003156 (DELL T610 SERVER)
BA-0003168 (FORTIGATE 200B FIREWALL)
BA-0003169 (FORTIGATE 200B FIREWALL)

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed In Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0000014 (POWER MODULES)	5718	POWER MODULES	02-Clerk	DELL	SYMMETRA LX 4KVA	2,796.20	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	CLERK COMPUTER ROOM	09/30/2011	09/30/2011			Monroe County Clerk Of Court & Comptroller	Equipment-Computer/equipment
BA-0000017 (PRINTER)	7160	PRINTER	02-Clerk	HP	HP P2055DN	318.00	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	JOANNE	09/02/2011	09/02/2011		CNBJ619319	Monroe County Clerk Of Court & Comptroller	Equipment-Computer/equipment
BA-0000019 (PRINTER)	7163	PRINTER	02-Clerk	HP	HP P2055DN	318.00	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	JJ	09/02/2011	09/02/2011		CNBJ619322	Monroe County Clerk Of Court & Comptroller	Equipment-Computer/equipment
BA-0002327 (COMPUTER SERVER)	5125	COMPUTER SERVER	02-Clerk	DELL	POWERVAULT 122T	5,472.50	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	KW MIS TAPE UNIT	09/18/2005	09/18/2005		HV7D481	LK3 Lester Building	Equipment-Computer/equipment

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0003149 (CISCO/LINKSYS ROUTER)	6936	CISCO/LINKSYS ROUTER	02-Clerk	CISCO	BEFSR41	1,779.00	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	NEXT TO C/SUPPORT SERVER	07/23/2010	07/23/2010		C2181JB00408	LK3 Lester Building	Equipment-Computer/equipment
BA-0003156 (DELL T610 SERVER)	6946	DELL T610 SERVER	02-Clerk	DELL	T610	9,542.71	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	MIS	08/20/2010	08/20/2010		5PXMJN1	Monroe County Clerk Of Court & Comptroller	Equipment-Computer/equipment
BA-0003168 (FORTIGATE 200B FIREWALL)	6976	FORTIGATE 200B FIREWALL	02-Clerk	FORTINET	200B	3,745.00	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service		09/30/2010	09/30/2010		3910601344	UK7 Old PK Courthouse	Equipment-Computer/equipment
BA-0003169 (FORTIGATE 200B FIREWALL)	6977	FORTIGATE 200B FIREWALL	02-Clerk	FORTINET	200B	3,745.00	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	MARATHON	09/30/2010	09/30/2010		3910601613	Monroe County Clerk Of Court & Comptroller	Equipment-Computer/equipment

servers, ect 2

ATTACHMENT B.2.

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: Michael Stanek **, Property Clerk**
Finance Dept., Stop 8

FROM: Clerk

DATE: 3/10/2025

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
7177	35639	FUJITSU FI6140 SCANNER	09/07/2011	1,499.00/0.00
7178	35982	FUJITSU FI6140 SCANNER	09/07/2011	1,499.00/0.00
7181	36029	FUJITSU FI6140 SCANNER	09/07/2011	1,499.00/0.00
7182	36056	FUJITSU FI6140 SCANNER	09/07/2011	1,499.00/0.00
7183	36085	FUJITSU FI6140 SCANNER	09/07/2011	1,499.00/0.00
7190	295095	SCANNER - FI-6130	09/13/2011	872.00/0.00
5718		POWER MODULES	09/30/2011	2,796.20/0.00
7235	36381	FUJITSU SCANNER	09/30/2011	1,499.00/0.00

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.
X APPROVAL TO DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST: Obsolete

PREPARED BY: Corey Perloff — Signature — 3/10/2025 — Date:

Corey Perloff — Print name

DEPARTMENT DIRECTOR APPROVAL: Corey Perloff — Signature — 3/10/2025 — Date:

Corey Perloff — Print name

RETURNED COMPLETED & SIGNED TO:
CLERK PROPERTY MANAGER – STOP 8

Rev. BOCC 2/15/2023 (S-3)

Servers, oct 2

CHAMPS Business Asset Detail

09:18 AM
03/10/2025

Business Asset: BA-0000014 (POWER MODULES)
BA-0000027 (SCANNER)
BA-0000052 (FUJITSU SCANNER)
BA-0003278 (FUJITSU FI6140 SCANNER)
BA-0003279 (FUJITSU FI6140 SCANNER)
BA-0003282 (FUJITSU FI6140 SCANNER)
BA-0003283 (FUJITSU FI6140 SCANNER)
BA-0003284 (FUJITSU FI6140 SCANNER)

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0000014 (POWER MODULES)	5718	POWER MODULES	02-Clerk	DELL	SYMMETRA LX 4KVA	2,796.20	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	CLERK COMPUTER ROOM	09/30/2011	09/30/2011			Monroe County Clerk Of Court & Comptroller	Equipment-Computer/equipment
BA-0000027 (SCANNER)	7190	SCANNER	02-Clerk	FUJITSU	FI-6130	872.00	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	AMY	09/13/2011	09/13/2011		295095	Monroe County Clerk Of Court & Comptroller	Equipment-Computer/equipment
BA-0000052 (FUJITSU SCANNER)	7235	FUJITSU SCANNER	02-Clerk	FUJITSU	FI6140	1,499.00	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	PAUL	09/30/2011	09/30/2011		36381	Monroe County Clerk Of Court & Comptroller	Equipment-Computer/equipment
BA-0003278 (FUJITSU FI6140 SCANNER)	7177	FUJITSU FI6140 SCANNER	02-Clerk	FUJITSU	FI6140	1,499.00	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	TOM	09/07/2011	09/07/2011		35839	Monroe County Clerk Of Court & Comptroller	Equipment-Computer/equipment

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0003279 (FUJITSU FI6140 SCANNER)	7178	FUJITSU FI6140 SCANNER	02-Clerk	FUJITSU	FI6140	1,499.00	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	ACELIA	09/07/2011	09/07/2011		35982	Monroe County Clerk Of Court & Comptroller	Equipment-Computer/equipment
BA-0003282 (FUJITSU FI6140 SCANNER)	7181	FUJITSU FI6140 SCANNER	02-Clerk	FUJITSU	FI6140	1,499.00	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	PAULENE	09/07/2011	09/07/2011		36029	Monroe County Clerk Of Court & Comptroller	Equipment-Computer/equipment
BA-0003283 (FUJITSU FI6140 SCANNER)	7182	FUJITSU FI6140 SCANNER	02-Clerk	FUJITSU	FI6140	1,499.00	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	CICLEY	09/07/2011	09/07/2011		36056	Monroe County Clerk Of Court & Comptroller	Equipment-Computer/equipment
BA-0003284 (FUJITSU FI6140 SCANNER)	7183	FUJITSU FI6140 SCANNER	02-Clerk	FUJITSU	FI6140	1,499.00	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	KIM	09/07/2011	09/07/2011		36085	Monroe County Court Administration	Equipment-Computer/equipment

servers, ct 3

ATTACHMENT B.2.

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: Michael Stanek, **Property Clerk**
Finance Dept., Stop 8

FROM: Clerk

DATE: 3/10/2025

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
7269	7FQVXR1	POWEREDGE SERVER	12/28/2011	16,987.94/0.00

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.
X APPROVAL TO DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST: Obsolete

PREPARED BY: Corey Perloff — Signature — 3/10/2025 — Date:

Corey Perloff
Print name

DEPARTMENT DIRECTOR APPROVAL: Corey Perloff — Signature — 3/10/2025 — Date:

Corey Perloff
Print name

RETURNED COMPLETED & SIGNED TO:
CLERK PROPERTY MANAGER – STOP 8

Rev. BOCC 2/15/2023 (S-3)

servers, ect 3

CHAMPS Business Asset Detail

09:24 AM
03/10/2025

Business Asset: BA-0000079 (POWEREDGE SERVER)

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed in Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0000079 (POWEREDGE SERVER)	7269	POWEREDGE SERVER	02-Clerk	DELL	POWEREDGE T610	16,987.94	0.00	Cost Center: CC_99992 Clerk Capital Assets Function: General Government Fund: F_001 General Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	MIS	12/28/2011	12/28/2011		7FQVXR1	LK3 Lester Building	Equipment-Computer/equipment

1579 corrections

ATTACHMENT B.2.

MONROE COUNTY
INVENTORY DELETION REQUEST

TO: Michael Stanek **, Property Clerk**
Finance Dept., Stop 8

FROM: Corrections

DATE: 3/4/2025

M.C. I.D. Number	Serial Number	Asset Description	Date Purchased	Original & Est. Present Value
1574	133KX	Computer - CELERON 400	07/21/1999	1,326.00\0.00

CHECK ONE (1) APPROPRIATE LINE BELOW:

_____ APPROVAL TO ADVERTISE FOR BIDS.
X APPROVAL TO DISPOSE OF IT.
_____ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: _____

REASON FOR REQUEST:

PREPARED BY:

Sr. Coordinator Martina Lake — Digitally signed by Sr. Coordinator Martina Lake Date: 2025.03.04 08:51:39 -05'00'

Signature — Date:

Print name

DEPARTMENT DIRECTOR APPROVAL:

Derek Nappi — Digitally signed by Derek Nappi Date: 2025.03.10 14:59:42 -04'00'

Signature — Date:

Print name

RETURNED COMPLETED & SIGNED TO:
CLERK PROPERTY MANAGER – STOP 8

Rev. BOCC 2/15/2023 (S-3)

1574 corrections

CHAMPS Business Asset Detail

01:21 PM
02/27/2025
Page 1 of 1

Business Asset: BA-0001785 (COMPUTER)

Asset ID	Asset Identifier	Asset Name	Asset Custodian Code	Manufacturer	Asset Description	Asset Cost	Net Book Value (Posted/Accounted)	Worktags	Spend Category	Asset Status	Memo	Date Acquired	Date Placed In Service	Vehicle License Plate	Serial Number	Location	Asset Class
BA-0001785 (COMPUTER)	1574	COMPUTER	53-Corrections	DELL	CELERON 400	1,326.00	0.00	Cost Center: CC_20505 Correction Facilities Function: Public Safety Fund: F_101 Fine & Forfeiture Fund	SC_00381 - DO NOT USE FORMERLY Capital Outlay Computer/Equipment (Inactive)	In Service	KW ELECTRICAL RM	07/21/1999	07/21/1999		133KX	LK24 Stock Island Detention Center	Equipment-Computer/equipment

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: M5
2023-3911

BULK ITEM: Yes **DEPARTMENT:** Clerk

TIME APPROXIMATE: **STAFF CONTACT:** Aneta Jodkowska

AGENDA ITEM WORDING:

Approval of Contract for Audit Services with Purvis, Gray and Company, LLP.

ITEM BACKGROUND:

Monroe County is required by F.S. 218.39 to have an external auditor. In December 2024, the Audit Selection Committee issued a Request for Proposals (RFP) for selection of the external audit. The RFP contemplated an initial term of 3 years with options to extend for an additional 2 years. The Audit Selection Committee is composed of a member of the Board of County Commissioners and representatives from each of the five constitutional officers in the County.

On March 25, 2025, the Board of County Commissioners (BOCC) approved the recommendation of the Audit Selection Committee to award a contract to the highest-ranked company, Purvis, Gray and Company, LLP. The contract will cover audit services for three fiscal years (ending 9/30/2025, 9/30/2026, and 9/30/2027), with the County's option to extend for two additional 1-year terms.

The services to be provided by the auditor will include audits of the financial reports for the Board of County Commissioners, each of the constitutional officers (Sheriff, Tax Collector, Supervisor of Elections, Clerk of Courts, and Property Appraiser), and the Monroe County Comprehensive Plan Land Authority. The BOCC audit will also include a separate, more-detailed stand-alone audit of the financial report for the Key West International Airport (KWIA) that is in compliance with generally accepted accounting principles, to provide more information for bondholders and prospective bondholders in anticipation of the issuance of bonds to pay for the cost of airport improvements. The BOCC audit will also include the auditors performing agreed-upon procedures for the Tourist Development Council Annual Report based upon agreed-upon procedures between the County and Auditor.

Purvis, Gray and Company LLP has agreed to accept a fixed fee for Year 1 of the contract ($360,000, including $340,000 for audits of standard annual reports plus $20,000 for the KWIA audit). The fee for performing the Agreed-Upon procedures for the Tourist Development Council Annual Report is estimated between $5,000 to $10,000. The amount will be finalized after the Auditor performs initial fieldwork but will not exceed the stated range. In Years 2 and 3, the fee will be adjusted by the percentage change in the US Department of Commerce Consumer Price Index (CPI) for all Urban Consumers for financial services as reported by the US Bureau of Labor Statistics as of December 31st of the previous year.

PREVIOUS RELEVANT BOCC ACTION:

3/25/2025: Item M4, BOCC approves request from Audit Selection Committee to authorize a negotiating team to negotiate a fixed fee contract with top ranked firm Purvis, Gray and Company LLP in accordance with F.S. 218.391(4)(a).

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

N/A – new agreement

STAFF RECOMMENDATION:

Approval

DOCUMENTATION:

2025 04 COI Purvis Gray Co exp 5.31.25 signed approved by Risk.pdf
Agreement for Audit Services 2025 with Attachment A ~ TKM signed.pdf

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FINANCIAL IMPACT:

Effective Date: 4/16/2025

Expiration Date: Upon completion of audit for fiscal year ending Sept. 30, 2027, with option to extend for two (2) additional terms of one year each

Total Dollar Value of Contract:

Year 1: Up to $370,000, including $20,000 for standalone audit of KWIA and Auditors performing Agreed-Upon procedures for TDC Annual Report with an estimated cost between $5,000-$10,000

Years 2 and 3: to be adjusted by CPI-U for all Urban Consumers for financial services as reported by Bureau of Labor Statistics as of December 31 of previous year

Total Cost to County: Up to $370,000 (Year 1)

Current Year Portion:

Budgeted:

Source of Funds: Primarily ad valorem

CPI: No

Indirect Costs:

Estimate On-going Costs Not Included in above dollar amounts: None

Revenue Producing: No

Grant: No

County Match: N/A

Insurance Required: Yes, as specified in the agreement.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/1/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff-Williams Insurance 3501-A W. University Ave Gainesville FL 32607	**CONTACT NAME:** Heidi Tapanes **PHONE (A/C, No, Ext):** 352-371-7977 **FAX (A/C, No):** 352-505-2083 **E-MAIL ADDRESS:** heidi@mcgriffwilliams.com
INSURED PURVI-1 Purvis Gray & Co., LLP and Purvis Gray Tech. Group LLC PO Box 141270 Gainesville FL 32614	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** General Star Indemnity **INSURER B :** Technology Insurance Company — 42376 **INSURER C :** Nationwide Insurance of FL — 10948 **INSURER D :** Nationwide Mutual Insurance Co — 23787 **INSURER E :** Great American Insurance Co — 16691 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1796693462 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	ACPBP015925521854	5/31/2024	5/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y		ACPBP015925521854	5/31/2024	5/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
D	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	Y		ACPCU015925521854	5/31/2024	5/31/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	TWC4419397	5/31/2024	5/31/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A E	Professional Crime			C55288-01023-24-03 SAAE7388670300	9/21/2024 5/31/2024	9/21/2025 5/31/2025	$5,000,000 $1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is listed as an additional insured as per written contract

APPROVED BY RISK MANAGEMENT
BY
DATE 4.1.25
WAIVER N/A X YES

CERTIFICATE HOLDER

Monroe County BOCC
1100 Simonton Street
Key West FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGREEMENT FOR AUDIT SERVICES

This Agreement for Audit Services is made and entered into this 16th day of April, 2025, by and between the Board of County Commissioners of Monroe County, Florida (hereinafter "County"), , and Purvis, Gray and Company, LLP, a limited liability partnership having an office located at 5001 Lakewood Ranch Blvd., Suite 101 Sarasota, FL 34240 and duly organized and authorized to do business in the State of Florida (hereinafter "Auditor"). (County and Auditor are hereinafter collectively referenced as the "Parties.").

WHEREAS, the Monroe County, Florida Auditor Selection Committee, in accordance with Section 218.391, Florida Statutes, has followed the statutory procedures, including establishing factors to use for the evaluation or audit services to be provided, publicly announcing the Request for Proposals ("RFP"), providing interest firms with a request for proposal, evaluating the proposals, ranking and recommending in order no fewer than three firms in order to secure auditor services; and

WHEREAS, the Auditor submitted a proposal in response to the RFP, which was reviewed and evaluated by the Audit Selection Committee, which ranked the Auditor as the top firm and deemed it most qualified to provide professional auditing services; and

WHEREAS, the Audit Selection Committee presented its recommendation to the Board of County Commissioners ("BOCC") and obtained approval of the BOCC to negotiate a contract with the Auditor; and

WHEREAS, terms satisfactory to both Parties have been negotiated pursuant to said statute;

NOW THEREFORE, in consideration of the mutual promises and covenants below, the parties agree as follows:

1. CONTRACT DOCUMENTS.

This Contract for Audit Services ("Agreement") shall consist of this Agreement including Attachment A- Letter of Engagement, any exhibits, attachments, and addenda to this Agreement, the RFP issued by the Audit Selection Committee and addendum to the RFP, and the proposal submitted by the Auditor in response to the RFP. In the event of any inconsistency between this Agreement and the contents of any addenda or exhibits to this Agreement (including the RFP), the terms of this Agreement shall prevail.

2. SCOPE OF SERVICES.

Auditor shall conduct and provide an Annual Comprehensive Financial Report (ACFR) as required by Florida Statutes section 218.39. Such audit shall be subject to the limitations and responsibilities identified in Engagement letter, Attachment A to this Agreement. In addition, such audit shall be conducted in accordance with U.S. generally accepted auditing standards as promulgated by the American Institute of Certified Public Accountants (AICPA) Industry Audit Guide, Audits for State and Local Government Units, AICPA standards and procedures, the Florida Single Audit Act, Title 2 U.S. Code of Federal

Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), and, excluding review of economy and efficiency of operations and program results, standards and procedures set forth in Government Auditing Standards issued by the Comptroller General of the United States.

The Auditor will also conduct the audit in accordance with any other applicable federal, state and local regulations or professional guidance not specifically listed previously as well as any additional requirements that may be adopted by these organizations in the future. This audit includes the financial records concerning the operations of the County as a whole, each Constitutional Officer, and any dependent district reported as part of the primary government (blended component unit). Audits of financial statements of discrete component units, either currently in existence or established subsequently to the beginning date of this Agreement, are excluded from this Agreement. It is possible that additional "funds" or blended component units will be established by the County during the term of this Agreement. The compensation stated in this Agreement will include the audit procedures related to such additional funds or component units unless it is agreed by the County and Auditor that they significantly and materially impact the audit.

2.1. Auditor shall provide the work plan and services as described in detail in Attachment A, hereby incorporated by reference. The Auditor, prior to commencing any fiscal year audit, will provide a detailed audit plan and proposed timeline for each of the County entities to be audited. The time-related obligations shall be conditioned upon Auditor's receipt of necessary County and Constitutional Officer data (including confirmation requests and consultant's reports) in useable form, access to knowledgeable County and Constitutional Officer personnel, and other timely cooperation by County and the Constitutional Officers. Auditor shall conduct an exit interview with each of the Constitutional Officers and dependent district executive officers prior to the issuance of final reports.

2.2. The audit fieldwork, including any analytical review, shall be completed on-site for at least one week in the offices of the County, each Constitutional Officer and the dependent district. The County’s preference is for Auditors to be on-site in early December and/or during the summer months (May-August). The Airport does not prefer onsite time with the Auditors.

2.3. The financial audit reports applicable to the County and Constitutional Officers, as required by F.S. 218.39-Annual financial audit reports and Chapter 10.550- Rules of the Auditor General, shall include the following:

2.3.1. Auditor's Report on Examination of Financial Statements. This report shall include but not be limited to:

2.3.2. A statement of the scope of the audit; and

2.3.3. Explanatory comments (if any) concerning exceptions by Auditor as to application of either U.S. generally accepted auditing standards, U.S. generally accepted accounting principles or the consistency of application of such principles.

2.3.4. Financial Statements. Financial statements will be prepared independently by the Constitutional Officers and by the County for all entities except for the Land Authority's financial statements, which will be prepared by the Auditors.

2.3.5. Auditor's Letter of Comments and Recommendations. A letter shall be provided to County containing various comments and recommendations by the Auditor based upon review of the County's system of operations, internal controls and other findings and requirements by the Florida Auditor General. Similar letters shall be submitted to each of the County Constitutional Officers and dependent district.

2.3.6. Other Reports. Reports shall include reports required by Government Auditing Standards; and Federal and State Agencies. If applicable, reports issued pursuant to the Federal and State of Florida Single Audit Acts shall be included.

2.4. The Auditor will provide guidance to the County and each Constitutional Officer on application of new accounting standards and other best practices as applicable.

2.5. It is recognized that one of the primary purposes of the audit is to be able to provide assurances to state and federal funding agencies. If any of those agencies require an opinion in a style or format different than the Auditor's standard style or format, the Auditor shall reissue the opinion in a style or format acceptable to the funding agency.

2.6. Auditor shall prepare and submit to the Board of County Commissioners a letter regarding the County's compliance with the terms of its various bond issues. The Auditor will also prepare a separate Auditor's report on the examination of the basic financial statements suitable for inclusion in an official statement. The County may prepare official statements in connection with the issuance of debt securities that will contain the basic financial statements and the Auditor's report thereon. The Auditor shall be notified by the County in advance of any such securities offering and will, if requested by the fiscal advisor and/or the underwriter, issue a "consent and citation of expertise" as the Auditor and any necessary "comfort letters." The provision of such services will not generate additional compensation.

2.7. The Auditor agrees to provide tuition free access to seminars provided for either staff or staff and client use in an effort to assist the County in maintaining staff professionalism and meeting the County staffs continuing professional education requirements.

2.8. Should irregularities or other unforeseeable conditions be encountered which might necessitate the extension of the auditing work beyond the scope of normal auditing procedures, the Auditor agrees to advise the County in writing of the circumstances and to request an increase in the total fees be made before significant additional costs are incurred.

Any request for additional time or additional fees shall be in writing and shall contain a detailed explanation of the unforeseen conditions or irregularities, and why the additional fees are necessary. Either a time extension or additional fees granted to Auditor is at the sole discretion of County.

2.9. Auditor shall take reasonable steps to bring errors to the attention of an appropriate level of County management so that management can take corrective action. Any adjustments to the books and records will be made only after review and only on direction of responsible authority.

2.10. The County will send its Annual Comprehensive Financial Report (ACFR) to the Government Finance Officers Association of the United States and Canada for review in its Certificate of Achievement for Excellence in Financial Reporting Program. Therefore, the County shall also provide additional financial and non-financial information not subject to examination by the Auditor, but necessary for the reporting standards of such Certificate of Achievement. It is expected that the Auditor will provide any special assistance reasonably necessary to assist the County in continuing to meet the requirements of that program as part of the fixed fee compensation of this Agreement.

2.11. The Scope of Services outlined in Attachment A shall apply to all audits performed by the Auditor and covered by this Agreement.

2.12. Auditor shall provide twenty (20) paper copies of final audited reports for the Board of County Commissioners including Key West International Airport and the Land Authority and ten (10) paper copies of each final audited report for all other entities including the constitutional officers. Auditor shall also provide twenty (20) paper copies for the BOCC of the agreed-upon procedures report of the Tourist Development Council ("TDC") Annual Report.

2.13. The audit report on the ACFR and the draft management letter shall be completed by Auditor and delivered to Monroe County by no later than March 5th of each year covered by this Agreement.

3. ASSISTANCE TO BE FURNISHED BY THE COUNTY.

It is understood and agreed that County and Constitutional Officers' staff participation in the audit will be limited to activities within the normal course of business, and any assistance with the audit by County personnel shall be limited to matters within the normal scope of the employees' work responsibility.

The County will prepare and furnish to the Auditor certain work papers required to support the financial information under audit, but they will be in the format designed by the County.

The County will:

a. Download the trial balance, including actual balances and original and final budgets, from the County's accounting software to Excel spreadsheets.

b. Prepare the financial statements and footnotes for each constitutional office, the Monroe County Land Authority, the BOCC and the ACFR.
c. Prepare the Statements of Cash Flows.
d. Prepare the fund-level and entity wide elimination entries.
e. Produce the introductory and statistical sections and the Management's Discussion and Analysis sections of the ACFR.
f. Produce stand-alone financial statements including introductory and Management's Discussion and Analysis sections for the Key West International Airport.
g. Prepare the annual report for Passenger Facility Charges.
h. Prepare the annual report court report as required by s. 29.0085, F.S.
i. Produce the Schedules of Federal Awards and State Financial Assistance.
j. Review the final ACFR and BOCC Financial Statements and maintain responsibility for the contents.
k. Produce stand-alone financial statements including introductory and Management's Discussion and Analysis sections for the Key West International Airport.
l. Provide the TDC Annual Report.

4. **TERM OF ENGAGEMENT**.

This Agreement provides for professional auditing services for the fiscal years ending September 30, 2025, September 30, 2026 ("Year 2"), and September 30, 2027 ("Year 3"). Thereafter, the County shall have the option to extend for two (2) additional terms of one (1) year each ("Subsequent Years"), at the election of the County and conditional upon successful negotiation of financial terms for the Subsequent Years with the Auditor. The option to extend shall require approval of the Monroe County Board of County Commissioners and annual availability of an appropriation.

This agreement shall come into effect on the date first written above ("Effective Date") and shall remain in effect until the completion of the financial audits listed above unless earlier terminated in accordance with paragraphs 13 and 14, below.

5. **COMPENSATION AND TERMS OF PAYMENT.**

The County shall pay to the Auditor a fixed fee for the annual audit of the County's financial statements according to the following fee schedule. This fee is all-inclusive, and no charge for travel, telephone bills, copying or any other related fees or expenses shall be billed.

An invoice for the portion of the total amount of the Agreement in proportion to the work completed to date shall be submitted to the County on a monthly basis. The invoice will include a description of work completed for each of the County entities to be audited, the total amount of the agreement, billings to date and payments to date. The invoices shall be in a form approved by the Clerk of the Circuit Court. The maximum amount to be paid prior to fulfillment of the terms of the Agreement shall be ninety (90) percent of the total annual compensation. The retainage will be payable upon completion of each year's audits.

Payments will be made in accordance with the Local Government Prompt Payment Act, 218.70, Florida Statutes. Auditor shall submit to the County invoices with supporting

documentation that are acceptable to the Clerk of Court and Comptroller (Clerk). Acceptability to the Clerk is based upon generally accepted accounting principles and such laws, rules and regulation that may govern the Clerk's disposal of funds.

AUDIT FOR FISCAL YEAR ENDED 9/30/2025 CONTRACT AMOUNT

For Fiscal Year 1 ending September 30, 2025, the fixed cost for auditing services will be $340,000 for standard annual reports + $20,000 for Key West International Airport stand-alone statements. The Auditor will perform agreed-upon procedures for the Tourist Development Council Annual Report based upon Agreed-Upon Procedures between the County and Auditor. The estimated range for review of the TDC Annual Report is $5,000 to 10,000) This amount will be finalized after Auditor performs initial fieldwork but will not exceed the range as specified herein.

In each of Years 2 and 3 of this Agreement, the annual amount to be paid to the Auditor shall be adjusted annually in accordance with the percentage change in the U.S. Department of Commerce Consumer Price Index (CPI-U) for all Urban Consumers for Financial services expenditure category as reported by the U.S. Bureau of Labor Statistics at December 31 of the previous year.

The following hourly fees shall apply to extra work done for the term of this Agreement by Auditor, whether under this Agreement or for extra work requested by the Board of County Commissioners:

Positions	Hourly Rate (inclusive of all costs)
Partner	275
Technical Consultant and Independent Review Partner	275
IT Audit Director	250
Audit Manger/Single Audit Specialist	225
Audit Supervisor	175
Audit Senior/Staff	150
Administrative	100

If the County desires that additional work be performed by the Auditor above and beyond the annual audits described above, the County shall request a proposal from the Auditor for the additional work. Any additional work performed by the Auditor shall be performed at the hourly rates listed above. If the Parties reach agreement for the additional work to be performed, the additional work shall be authorized in the form of a Task Order issued by the County for the additional work. Task Orders require the prior approval of the Board of County Commissioners. No work shall proceed until the Task Order is issued following BOCC approval.

Payment under this agreement is contingent upon annual appropriation by the Monroe County Board of County Commissioners. Termination prior to the end of the Agreement shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the continuation of this agreement pursuant to the terms specified herein, this agreement may then be terminated immediately by written notice of termination delivered in person or by mail to Auditor.

6. **RECORDS**

All working papers and reports will be retained by the Auditor, at the Auditor's expense, for a minimum of five years from the date the reports are issued, or such longer period as may be required to satisfy legal and administrative requirements. The Auditor will be required to make the working papers available, upon request, to the following parties or their designees:

A. A representative of a regulator of the County
B. Auditor General of the State of Florida
C. U.S. General Accounting Office
D. Parties designated by the federal government, the State of Florida, or by the County as part of an audit quality review program
E. Auditors of entities of which the County is a sub- recipient of grant funds
F. Subject to the applicable terms contained within Attachment A, successor auditors
G. Other parties as deemed necessary by the County, subject to Auditor agreement
H. Other parties entitled by law to access such papers

7. **MODIFICATIONS, AMENDMENTS, ASSIGNMENT AND SUBCONTRACTING**

Any and all modifications of the terms of this agreement shall be only amended in writing and approved by the Board of County Commissioners for Monroe County. The Auditor shall not assign or subcontract or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without first obtaining written and executed consent from County.

8. **INDEPENDENT CONTRACTOR.**

At all times and for all purposes hereunder, the Auditor is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed as to find the Auditor or any of its employees, contractors, servants or agents to be the employees of the Board of County Commissioners of Monroe County, and they shall not be entitled to any of the rights, privileges or benefits of employees of Monroe County.

9. **COMPLIANCE WITH LAW.**

In carrying out its obligations under this agreement, the Auditor shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of this agreement,

including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations may constitute a material breach of this agreement, which would entitle the County to terminate this agreement immediately upon delivery of written notice of termination to the Auditor.

10. **HOLD HARMLESS/INDEMNIFICATION**.

Each party ("Indemnifying Party") shall indemnify and hold harmless the other ("Indemnified Party") from any and all claims, suits, actions, liabilities and reasonable defense costs, in each case solely for bodily injury to individuals and physical damage to tangible property to the extent directly and proximately caused by the acts or omissions of the Indemnifying Party while Auditor is engaged in the performance of services under this Agreement; provided, however, that if there is also fault on the part of the Indemnified Party, the foregoing indemnity shall be on a comparative fault basis, and provided that County's liability is limited to the statutory limitation in Florida Statute 768.28.

11. **ANTI-KICKBACK**.

The Auditor warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County has any interest, financially or otherwise, in the said funded project. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

12. **TERMINATION FOR CONVENIENCE (WITHOUT CAUSE**).

This Agreement may be terminated, without cause, by either of the parties. For each fiscal year to be audited, written notice to the other party not later than May I of the fiscal year to be audited will constitute appropriate cancellation of the Agreement. In the event the County terminates this Agreement without cause, County will pay Auditor for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by Auditor on County's behalf through the effective date of termination.

13. **TERMINATION FOR CAUSE (BREACH).**

If the Auditor breaches any provision of this Agreement, the County shall notify the Auditor in writing within fourteen (14) days, or some other time period deemed acceptable to the County to cure this breach. The County by failure to provide notice to the Auditor or accepting work under this Agreement does not waive or limit its authority to find the Auditor in breach of this agreement for subsequent breaches. After notification of breach and the Agreement has been terminated, the County shall pay the Auditor fair and equitable compensation for work completed prior to termination of the agreement, less any amount of damages caused by the Auditor's breach. If the damages are more than compensation due to the Auditor, the Auditor will remain liable after termination and the County can affirmatively collect damages.

The Auditor may terminate the Agreement for failure of the County to fulfill its duties and obligations upon giving the County sixty (60) days prior written notice.

For Contracts of any amount, if the County determines that the Auditor has submitted a false certification under Section 287.135(5), Florida Statutes or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall have the option of (1) terminating the Agreement after it has given the Auditor written notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

For Contracts of $1,000,000 or more, if the County determines that the Auditor submitted a false certification under Section 287.135(5), Florida Statutes, or if the Auditor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, the County shall have the option of (1) terminating the Agreement after it has given the Auditor written notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

14. **ENTIRE AGREEMENT**

This Agreement constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the Auditor and County. It is understood and agreed that in the event of a conflict between the terms of this Agreement and the terms of the above stated documents, the terms of the Agreement shall control.

15. **CONSENT TO JURISDICTION.**

This agreement, its performance, and all disputes arising hereunder, shall be governed by the laws of the State of Florida, and both parties agree that the proper venue for any actions shall be in the Sixteenth Judicial Circuit in and for Monroe County or federal courts located within Monroe County, FL.

16. **ETHICS CLAUSE.**

Auditor warrants that Auditor has not employed, retained or otherwise had act on Auditor's behalf any former County officer or employee in violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10- 1990. For breach or violation of the provision the County may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee.

17. **AUTHORITY.**

Auditor warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described.

Each of the signatories for the Auditor below certifies and warrants that the Auditor's name in this agreement is the full name as designated in its organizing documents; that they are empowered to act and contract for the Auditor, and this agreement has been approved by the legal governing body of the Auditor.

18. **LICENSES**

The Auditor warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses whether federal, state, County or City.

19. **INSURANCE.**

The Auditor agrees that it maintains in force at its own expense a liability insurance policy which will insure the Auditor and the County (as an additional insured and certificate holder on applicable policies). At all times during the term of this agreement and for one year after acceptance of the project, the Auditor shall maintain on file with the County a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage shall be provided:

1. Workers Compensation insurance as required by Florida Statutes.
2. Commercial General Liability Insurance with minimum limits of $500,000 per occurrence for bodily injury, personal injury and property damage.
3. Comprehensive Auto Liability Insurance with minimum limits of $300,000 combined single limit per occurrence.
4. Professional Liability Insurance which will respond to damages resulting from claims arising out of the performance of professional services of the Auditor arising out of work governed by this agreement. Such insurance shall have the following minimum amounts of liability: $250,000 per Claim/$500,000 Aggregate.

The policies shall provide no less than 30 days' notice of cancellation or non-renewal, where such cancellation or non-renewal does not result in a reduction of coverage. The County shall be named as an additional insured and certificate holder on the general liability and auto liability policies.

20. **FORCE MAJEURE/UNCONTROLLABLE CIRCUMSTANCE.**

The Auditor shall not be liable for any failure or delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, acts or omissions due to fire or other casualty, natural disasters, war or other violence, or any law, order or requirement of any governmental agency or authority.

Uncontrollable Circumstance

Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable: (a) acts of God; (b) flood, fire, earthquake, explosion, tropical storm, hurricane or other declared emergency in the geographic

area of the Project; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest in the geographic area of the Project; (d) government order or law in the geographic area of the Project; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority prohibiting work in the geographic area of the Project;(each, a "Uncontrollable Circumstance"). Auditor's financial inability to perform, changes in cost or availability of materials, components, or services, market conditions, or supplier actions or contract disputes will not excuse performance by Auditor under this Section. Auditor shall give County written notice within 7 days of any event or circumstance that is reasonably likely to result in an Uncontrollable Circumstance, and the anticipated duration of such Uncontrollable Circumstance. Auditor shall use all diligent efforts to end the Uncontrollable Circumstance, ensure that the effects of any Uncontrollable Circumstance are minimized and resume full performance under this Agreement. The County will not pay additional cost as a result of an Uncontrollable Circumstance. The Auditor may only seek a no cost extension for such reasonable time as the County may determine.

21. **NOTICE.**

Any written notice to be given to either party under this agreement or related hereto shall be addressed and delivered as follows:

For Auditor:
Tiffany K. Mangold, Audit Partner
5001 Lakewood Ranch Blvd, Suite 101
Sarasota, FL 34240

With a Copy to:
Timothy M. Westgate, Audit Partner
2347 SE 17th Street
Ocala, FL 34471

For County:
Kevin Madok, Clerk
500 Whitehead Street, Suite 1010
Key West, FL 33040

County Attorney
1111 12th Street, Suite 408
Key West, FL 33040

AND

County Administrator
1100 Simonton Street
Key West, FL 33040

22. **NONDISCRIMINATION**

The parties agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The parties agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352), which prohibits discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC § 794), which prohibits discrimination on the basis of disabilities; 4) The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, §§ 523 and 527 (42 USC §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC §§ 12101), as amended from time to time, relating to nondiscrimination in employment on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

23. **COVENANT OF NO INTEREST**

Auditor and County covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

24. **CODE OF ETHICS**

The parties recognize and agree that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

25. **NO SOLICITATION/PAYMENT**

The Auditor and County warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company,

corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Auditor agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

26. **PUBLIC RECORDS**

Public Records Compliance.

Pursuant to F.S. 119.0701 and the terms and conditions of this Agreement, if the Auditor is an individual, partnership, corporation or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under F.S. 119.011(2), the Auditor is required to:

(1) Keep and maintain public records that would be required by the County to perform the service.

(2) Upon receipt from the County's custodian of records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Auditor does not transfer the records to the County.

(4) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Auditor or keep and maintain public records that would be required by the County to perform the service. If the Auditor transfers all public records to the County upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of records, in a format that is compatible with the information technology systems of the County.

(5) A request to inspect or copy public records relating to a County contract must be made directly to the County, but if the County does not possess the requested records, the County shall immediately notify the Auditor of the request, and the Auditor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

If the Auditor does not comply with the County's request for records, the County shall enforce the public records Agreement provisions in accordance with the Agreement, notwithstanding the County's option and right to unilaterally cancel this Agreement upon violation of this provision by the Auditor. An Auditor who fails to provide the public records to the County or pursuant toa valid public records request within a reasonable time may be subject to penalties under section I19.10, Florida Statutes.

The Auditor shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT MONROE COUNTY ATTORNEY'S OFFICE, 1111 12TH STREET, SUITE 408 KEY WEST, FL 33040 EMAIL: PUBLICRECORDS@MONROECOUNTY-FL.GOV O R PHONE#305-292-3470

27. MAINTENANCE OF RECORDS.

Auditor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives, shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for five years following the termination of this Agreement. If an auditor employed by the County or the determines that monies paid to Auditor pursuant to this Agreement were spent for purposes not authorized by this Agreement, Auditor shall repay the monies together with interest calculated pursuant to Sec. 55.03; FS, running from the date the monies were paid to Auditor.

28. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Auditor agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. This Agreement shall not be subject to arbitration.

29. ATTORNEY'S FEES AND COSTS.

The Parties agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, as an award against the non-prevailing party, and shall include attorney's fees and courts costs in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

30. NON-WAIVER OF IMMUNITY.

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and Auditor in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

31. NON-RELIANCE BY NON-PARTIES.

No person or entity shall be entitled to rely upon the terms, or any of terms of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Auditor agree that neither the County nor the Auditor or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

32. NO PERSONAL LIABILITY.

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

33. E-VERIFY SYSTEM.

In accordance with F.S. 448.095, Any Contractor and any subcontractor shall register with and shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Auditor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the Agreement term. Any subcontractor shall provide an affidavit stating that the subcontractor does not employ, contract with, or subconstruct with an unauthorized alien. Auditor shall comply with and be subject to the provisions of F.S. 448.095

34. COUNTY FORMS.

By signing this Agreement, AUDITOR has sworn or affirmed to the following requirements as set forth in the Public Entity Crime Statement, Ethics Statement, Drug-Free Workplace Statement, Vendor Certification Regarding Scrutinized Companies List,

Affidavit Attesting to Noncoercive Conduct for Labor or Services and the Foreign Entities Affidavit as set forth in more detail in this Agreement.

Public Entity Crime Statement

The AUDITOR certifies and agrees that AUDITOR nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid, proposal or reply on a contract to provide goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on contracts to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, AUDITOR or subcontractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

By signing this Agreement, AUDITOR represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, AUDITOR further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether AUDITOR has been placed on the convicted vendor list.

AUDITOR will promptly notify the COUNTY if it or any subcontractor is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

ETHICS CLAUSE

By signing this Agreement, the AUDITOR warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its

discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

DRUG-FREE WORKPLACE. AUDITOR in accordance with Florida Statute 287.087 hereby certifies that AUDITOR shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

The person authorized to sign the Agreement certifies that AUDITOR complies fully with the above requirements.

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

AUDITOR agrees and certifies compliance with the following:
Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Lists which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Company, I hereby certify that the company identified above is not listed on the Scrutinized Companies that Boycott Israel List or engaged in

a boycott of Israel and for Projects of $1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism List, or engaged in business operations in Cuba or Syria.

I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the County may be terminated, at the option of the County, if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel or placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism List or been engaged in business operations in Cuba or Syria.

I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the County may be terminated, at the option of the County, if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel or placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism List or been engaged in business operations in Cuba or Syria.

Note: The List are available at the following Department of Management Services Site: http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

NON-COLLUSION AFFIDAVIT

AUDITOR by signing this Agreement, according to law on my oath, and under penalty of perjury, depose and say that the person signing on behalf of the firm of AUDITOR, the bidder making the Bid/Proposal for the project described in the Scope of Work and that I executed the said bid/proposal with full authority to do so; the prices in this bid/proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid/proposal for the purpose of restricting competition; the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Auditor, as a nongovernmental entity, under penalty of perjury attest that Auditor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

Tiffany Mangold, as a person authorized to sign on behalf of Auditor, certify under penalties of perjury that Auditor does not use coercion for labor or services in accordance with Section 787.06. Additionally, Auditor has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

FOREIGN ENTITIES AFFIDAVIT F.S. 287.138

Auditor according to law on my oath, and under penalty of perjury, depose and say that:

a. I am Tiffany Mangold, CPA of the firm of Purvis, Gray and Company LLP ("Entity"), the bidder making the Proposal for the project described in the Request for Proposals for Audit Services and that I executed the said proposal with full authority to do so;
b. In accordance with section 287.138, Florida Statutes, the Entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.
c. The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

31. **ADDITIONAL PROVISIONS REQUIRED UNDER 2 CFR PART 200.**
The following additional clauses are included in recognition of the fact that a portion of the funds used to pay for the services described herein may come from federal awards, as that term is defined in 2 CFR § 200.367. In the event of a conflict between these provisions and any other term in this Agreement, the following provisions shall control when any portion of the work is federally funded. The Auditor and its subcontractors must follow the provisions, as applicable, as set forth in 2 CFR §200-326 Contract Provisions and Appendix II to 2 CFR Part 200, as amended, including but not limited to:

A. CLEAN AIR ACT AND FEDERAL WASTER POLLUTION CONTROL ACT

Clean Air Act: The AUDITOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The AUDITOR agrees to report each violation to the County and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The AUDITOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act: The AUDITOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The AUDITOR agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the pass-through entity, if applicable, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The AUDITOR agrees to include these requirements in each subcontract exceeding $150,000
financed in whole or in part with federal assistance provided by FEMA.

B. SUSPENSION AND DEBARMENT

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the AUDITOR is required to verify that none of the AUDITOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The AUDITOR must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

This certification is a material representation of fact relied upon by COUNTY. If it is later determined that the AUDITOR did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

C. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED, 31 U.S.C. § 1352.
AUDITORs who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal agency.

D. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause—

(b) Prohibitions.

1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2) Unless an exception in paragraph (c) of this clause applies, the AUDITOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

1) This clause does not prohibit AUDITORs from providing—

i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2) By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that:

a. Are not used as a substantial or essential component of any system; and

b. Are not used as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

3) Reporting requirement.

1) In the event the AUDITOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the AUDITOR is notified of such by a subcontractor at any tier or by any other source, the AUDITOR shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2) The AUDITOR shall report the following information pursuant to paragraph (d)(1) of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the AUDITOR shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The AUDITOR shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

E. **DOMESTIC PREFERENCE FOR PROCUREMENTS**.

The AUDITOR should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

F. E-VERIFY SYSTEM

The Auditor shall utilize the U.S. Department of Homeland Security's **E-Verify system** to verify the employment eligibility of all new employees hired by the Auditor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

G. ACCESS TO RECORDS

The Auditor agrees to provide County, Division of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the AUDITOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Auditor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Auditor agrees to provide the FEMA Administrator or his authorized representatives access to sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the COUNTY and the AUDITOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

The Auditor shall grant to the County, DEM, FEMA, the Federal Government, and any other duly authorized agencies of the Federal Government or the County where appropriate the right to inspect and review all books and records directly pertaining to the Auditor's time, billing, and expense reimbursement under the Agreement resulting from this RFP for a period of five (5) years after final grant close-out by

FEMA or DEM, or as required by applicable County, State and Federal law. Records shall be made available during normal working hours for this purpose.

In the event that FEMA, DEM, or any other Federal or State agency, or the County, issues findings or rulings that the amounts charged by the Auditor, or any portions thereof, were ineligible or were non-allowable under federal or state Law or regulation, The Auditor may appeal any such finding or ruling. If such appeal is unsuccessful, the Auditor shall agree that the amounts paid to the Auditor shall be adjusted accordingly, and that the Auditor shall, within 30 days thereafter, issue a remittance to the County of any payments declared to be ineligible or non-allowable.

The Auditor shall comply with federal and/or state laws authorizing an audit of Auditor's operation as a whole, or of specific Project activities.

Under no circumstances shall advertising or other communications with the media be presented in such a manner as to County or imply that the Auditor or the Auditor's services are endorsed by the County

H. CONTRACT CHANGES OR MODIFICATIONS

To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

I. DHS SEAL, LOGO, AND FLAGS

The COUNTY must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

J. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS AND ACKNOWLEDGEMENT OF FEDERAL FUNDING

This is an acknowledgement that if FEMA financial assistance will be used to fund all or a portion of the contract. The AUDITOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

K. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the recipient or subrecipient, AUDITOR, or any other party pertaining to any matter resulting from the contract.

L. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The AUDITOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the AUDITOR's actions pertaining to this contract.

M. SOCIOECONOMIC CONTRACTING

The AUDITOR is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered when possible.

N. PROVIDING GOOD, SAFE JOBS TO WORKERS

Pursuant to FEMA Information Bulletin No. 520, the AUDITOR will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the AUDITOR commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The AUDITOR acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

KEVIN MADOK, CLERK

BOARD OF COUNTY COMMISSIONERS, MONROE COUNTY, FL

_____

As Deputy Clerk

_____

Mayor/Chairperson

PURVIS, GRAY AND COMPANY, LLP

Tiffany K Mangold

_____

Tiffany Mangold, CPA
Partner

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Christine Limbert-Barrows
CHRISTINE LIMBERT-BARROWS
SR. ASSISTANT COUNTY ATTORNEY
DATE: 4/1/25

Attachment A- Engagement Letter

PURVIS GRAY

March 27, 2025

Board of County Commissioners and
Christine Hurley, County Administrator
Monroe County, Florida
500 Whitehead Street
Key West, Florida 33040

We are pleased to confirm our understanding of the services we are to provide for Monroe County, Florida (the County) for the years ending September 30, 2025, 2026, and 2027, with optional years ending 2028 and 2029.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, the aggregate remaining fund information, and budgetary comparisons for the General Fund and all major special revenue funds, including the disclosures, which collectively comprise the basic financial statements, of the County as of and for the years ending September 30, 2025, 2026, and 2027, with optional years ending 2028 and 2029. In addition, we will audit the fund-level financial statements of the Monroe County Board of County Commissioners, Clerk of Courts, Tax Collector, Sheriff, Property Appraiser, Supervisor of Elections, and the separately issued financial statements of the Key West International Airport and the Comprehensive Plan Land Authority, including the disclosures, as of and for the same years then ending. We will also perform Agreed Upon Procedures for the Tourist Development Council.

Accounting principles generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis, to supplement the County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the County's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtain during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Schedule of County Proportionate Share of Net Pension Liability – Florida Retirement System Pension Plan
- Schedule of County Contributions – Florida Retirement System Pension Plan

- Schedule of County Proportionate Share of Net Pension Liability – Health Insurance Subsidy Pension Plan
- Schedule of County Contributions – Health Insurance Subsidy Pension Plan
- Schedule of Changes in the County's Net Pension Liability and Related Ratios – Pension Plan for Volunteer Firefighters and Emergency Medical Services
- Schedule of Employer Contributions – Pension Plan for Volunteer Firefighters and Emergency Medical Services
- Schedule of Changes in the County's Total OPEB Liability and Related Ratios

We have also been engaged to report on supplementary information other than RSI that accompanies the County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- Schedule of Expenditures of Federal Awards and State Financial Assistance
- Combining and Individual Fund Statements and Schedules
- Schedule of Receipts and Expenditures of Funds Related to the Deepwater Horizon Oil Spill

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- Introductory Section
- Statistical Section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, non-compliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control over compliance related to each major program or project and an opinion (or disclaimer of opinion) on compliance with federal and state statutes, regulations, and the terms and conditions of federal awards and state financial assistance that could have a direct and material effect on each major program or project in accordance with the *Single Audit Act Amendments of 1996*, Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and the *Florida Single Audit Act*.

Examination Scope and Objectives
An examination report will be issued by us regarding compliance with the following:

- Independent Accountant's Report on Compliance with Section 218.415, Florida Statutes, for the County, the Comprehensive Plan Land Authority, and each Constitutional Officer.
- Independent Accountant's Report on Compliance with Sections 365.172(10) and 365.173(2)(d), Florida Statutes, for the County.
- Independent Accountant's Report on Compliance with Sections 28.35, 28.36, and 61.181, Florida Statutes, for the Clerk of the Circuit Court and Comptroller.

The objectives of our examination are to: (1) obtain reasonable assurance about whether the County complied, in all material respects, with the requirements referenced above; and (2) to express an opinion as to whether the County complied, in all material respects, with the specified requirements.

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit
We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the *Single Audit Act Amendments of 1996*; and the provisions of the Uniform Guidance and the *Florida Single Audit Act*, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance and the *Florida Single Audit Act*, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from: (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or non-compliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or

governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have not concluded our audit planning procedures as of the date of this letter; however, we believe the following significant risks are relevant to the County. We may make modifications to these significant risks. If modifications are made, we will communicate them to you in a timely manner.

- Management Override of Controls
- Improper Revenue Recognition

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Independent Accountant's Responsibilities for the Examination Reports

Our examination will be conducted in accordance with the attestation standards established by the American Institute of Certified Public Accountants (AICPA). Accordingly, it will include examining, on a test basis, your records, and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. Our report will be addressed to the Board of County Commissioners. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Because of the inherent limitation of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards. Our examination does not provide a legal determination on the County's compliance with specified requirements.

The examination reports are solely to comply with the specified requirements and are not suitable for any other purpose.

We will plan and perform the examination to obtain reasonable assurance about whether the government complied, with the specified requirements. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors or known and suspected fraud or non-compliance with laws or regulations, or internal control deficiencies, that may exist. However, we will inform you of any known and suspected fraud and non-compliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention, unless clearly trivial.

We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria, but the responsibility for the subject matter remains with you.

You are responsible for the presentation of the subject matter being examined in accordance with, and for compliance with, the specified requirements; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for, and agree to provide us with, a written assertion about whether the subject matter is presented in accordance with and/or you are in compliance with the specified requirements. Failure to provide such an assertion will result in our withdrawal from the engagement. You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain evidence.

At the conclusion of the examination engagement, you agree to provide us with certain written representations in the form of a representation letter.

Agreed-Upon Procedures – Tourist Development Council's Annual Report
We will apply certain agreed-upon procedures to the Tourist Development Council's Annual Report. By signing this engagement letter, you agree to allow Management to determine those procedures and acknowledge that the procedures to be performed are appropriate for the intended purpose of the engagement. We understand this engagement is not required pursuant to law, regulation, or contract. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the AICPA. Those standards require that we obtain your written agreement to the procedures to be applied and your acknowledgment that those procedures are appropriate for the intended purpose of the engagement, as described in this letter. A refusal to provide such agreement and acknowledgement will result in our withdrawal from the engagement. No other parties will be requested to agree to the procedures and acknowledge that the procedures performed are appropriate for their purposes. We make no representation that the procedures we will perform are appropriate for the intended purpose of the engagement or for any other purpose.

Because the agreed-upon procedures do not constitute an examination or review, we will not express an opinion or conclusion on the procedures. In addition, we have no obligation to perform any procedures beyond those to which you agree.

We plan to begin our procedures in January 2026 and, unless unforeseeable problems are encountered, the engagement should be completed by March 31, 2026.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the Board of County Commissioners. If we encounter restrictions in performing our procedures, we will discuss the matter with you. If we determine the restrictions are appropriate, we will disclose the restrictions in our report. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you. Our report is not expected to be restricted to the use of specified parties.

An agreed-upon procedures engagement is not designed to detect instances of fraud or non-compliance with laws or regulations; however, should any such matters come to our attention, we will communicate them in accordance with professional standards and applicable law. In addition, in connection with this engagement, matters come to our attention that contradict the Tourist Development Council's Annual Report, we will communicate such matters to you.

You are responsible for the Tourist Development Council's Annual Report. In addition, you are responsible for providing us with: (1) access to all information of which you or the appropriate party are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request from the appropriate party for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of our engagement, you agree to provide us with certain written representations in the form of a representation letter.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other non-compliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and the *Florida Single Audit Act,* we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material non-compliance with compliance requirements applicable to each major federal program and state project. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and the *Florida Single Audit Act*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control-related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance and the *Florida Single Audit Act.*

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and the *Florida Single Audit Act* require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations, and the terms and conditions of federal awards and state financial assistance applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* and the *Florida Department of Financial Services State Projects Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County's major federal programs and state projects. For federal programs and state projects that are included in the *Compliance Supplements*, our compliance and internal control procedures will relate to the compliance requirements that the *Compliance Supplements* identify as being subject to audit. The purpose of these procedures will be to express an opinion on the County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the *Florida Single Audit Act.*

Other Services
We will also assist in preparing the financial statements and related notes of the Comprehensive Plan Land Authority (the Land Authority) in conformity with GAAP, based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards,* and such services will not be conducted in accordance with *Government Auditing Standards.* We will perform the services in accordance with applicable professional standards. The other services are limited to preparation of the financial statements and related notes of the Land Authority. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements and related notes of the Land Authority, and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes, and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit
Our audit will be conducted on the basis that you acknowledge and understand your responsibility for: (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards and state financial assistance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards and state financial assistance, and all accompanying information in conformity with GAAP; and for compliance with applicable laws and regulations (including federal and state statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards and state financial assistance, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records,

supporting documentation, and other information as needed to perform an audit under the Uniform Guidance and the *Florida Single Audit Act*; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards and state financial assistance; federal award programs and state financial assistance; compliance with laws, regulations, contracts and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving: (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and non-compliance with provisions of laws, regulations, contracts and grant agreements that we report. Additionally, as required by the Uniform Guidance and the *Florida Single Audit Act,* it is management's responsibility to evaluate and monitor non-compliance with federal and state statutes, regulations, and the terms and conditions of federal awards and state financial assistance; take prompt action when instances of non-compliance are identified including non-compliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review during preliminary fieldwork.

You are responsible for identifying all federal awards and state financial assistance received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards and state financial assistance (including notes and non-cash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance and the *Florida Single Audit Act*. You agree to include our report on the schedule of expenditures of federal awards and state financial assistance in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards and state financial assistance. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards and state financial assistance that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the schedule of expenditures of federal awards and state financial assistance in accordance with the Uniform Guidance and the *Florida Single Audit Act*; (2) you believe the schedule of expenditures of federal awards and state financial assistance, including its form and content, is stated fairly in accordance with the Uniform Guidance and the *Florida Single Audit Act*; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have

changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and state financial assistance.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing that are not easily located using the Workday software.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards and state financial assistance, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Purvis, Gray and Company, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner

to your oversight grantor or its designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Purvis, Gray and Company, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by your oversight agency. If we are aware that a federal and/or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Tiffany K. Mangold, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in July 2025 with the following provisional timeline:

July – September	Entrance conferences, planning, interim audit work.
October 31	Constitutional Officer books closed.
November – December	Constitutional Officer audits, reports, and exit conferences.
January	Completion of County Funded Court-Related Functions Report. BOCC combining fund statements and schedules provided by the County and ready for review by auditors. BOCC audit and fieldwork exit conference. Completion of Land Authority audit and Airport audit.
February	BOCC basic financial statements provided to auditors. Final auditor review of statements. Remaining sections of Annual Comprehensive Financial Report (ACFR) prepared by the County. Draft audit reports prepared.
March	Completion of ACFR by the County. Completion of Passenger Facility Charge Report. Final ACFR audit reports completed. Presentation to Board of County Commissioners. County's Submittal of ACFR to Government Finance Officers Association Certificate of Achievement Program.

For Fiscal Year 1 ending September 30, 2025, the fixed cost for auditing services will be $340,000 for standard annual reports, +$20,000 for Key West International Airport stand-alone statements, +$5,000 to $10,000 for the Agreed Upon Procedures of the Tourist Development Council Annual Report.

In each of Years 2 and 3 of this Agreement, the fee shall be adjusted annually in accordance with the percentage change in the U.S. Department of Commerce Consumer Price Index for all Urban Consumers as reported by the U.S. Bureau of Labor Statistics at December 31 of the previous year.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate. Items that will likely increase the agreed-upon fee include:

- Assistance with matters designated as management's responsibility, including preparation of schedules and closing entries.

- Submission of audit data within 60 days of a client requested completion date or filing deadline, requiring overtime hours to meet the deadline.

- Changes in accounting pronouncements, professional standards, laws, and regulations not known to us as of the date of this letter, that have a significant impact on time requirements.

- Changes in the operations and significant matters that materially change the audit scope such as evaluation of the impact of joint ventures, debt issuance, refunding, or advance extinguishment, notice of material events, enforcement actions, required corrective actions, self-insurance, environmental liabilities, or going concern.

- Increases in federal or state funding, requiring Federal or State Single Audits and/or increases to the number of grants classified as major programs or projects, that significantly increase the extent of testing.

- Follow up on allegations or discovery of: (1) non-compliance with laws, regulations, and policies; (2) fraud, waste, and abuse; or (3) significant deficiencies in internal control.

Our invoices will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management and the Board of County Commissioners of Monroe County. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit.

Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that: (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the government's internal control or on compliance; and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the government's internal control and compliance. The Uniform Guidance and the *Florida Single Audit Act*, report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and the *Florida Single Audit Act*. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to Monroe County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return it to us.

Respectfully Submitted,

PURVIS, GRAY AND COMPANY, LLP



Tiffany K. Mangold
Partner

TKM/jtp

RESPONSE:

This letter correctly sets forth the understanding of Monroe County, Florida.

Management Signature: _____

Title: _____

Date: _____

Governance Signature: _____

Title: _____

Date: _____

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: N1
2023-3857

BULK ITEM: No

DEPARTMENT: Sustainability

TIME APPROXIMATE:
TBD

STAFF CONTACT: Rhonda Haag

AGENDA ITEM WORDING: Discussion and direction on an *Initial Assessment Resolution* for the use of the uniform method of collecting non-ad valorem special assessment(s) within the County, for $2,131 per dwelling unit or unimproved parcel, levied toward the cost of providing operations and maintenance for the Twin Lakes Road adaptation project in Key Largo. **10:30 A.M. TIME APPROXIMATE**

ITEM BACKGROUND:
The purpose of this item is to review and discuss information and a draft *Initial Assessment Resolution* "IAR" for special assessments to cover operations & maintenance of the Twin Lakes Road Adaptation project in Key Largo, to be effective November 2025.

Collection of the assessment(s) requires further approval of an *Initial* and *Final* assessment resolutions, draft IAR attached. The assessment resolution contains (a) a specific list of properties to be assessed, and (b) the amount of the assessment for each property.

The Monroe County Board of County Commissioners has previously approved the design and construction of a sea level rise pilot project in Twin Lakes to lessen the frequency and severity of flooding and decrease predicted flood damage. In December 2024 a resolution of the Monroe County BOCC passed on the potential use of the uniform method of collecting non-ad valorem special assessments levied within the County toward the cost of providing capital costs and/or operations and maintenance costs for roadway improvements, flood mitigation projects and addressing sea level rise projects for the Twin Lakes subdivision in Key Largo.

The Countywide *Roads Vulnerability Sea Level Rise Adaptation Study* identifies 97 various roadway areas for adaptation improvements by the year 2045 to mitigate flooding at a cost of $1.6 Billion, of which 49 were recommended by the year 2025 at an estimated cost of $888 Million (in 2020 $'s).

The property owners on the public roads where work is being performed will realize specific benefits as a result of the road adaptation work including, but not limited to, decreases in road flooding and maintaining access to their homes. Property owners on the Shaw Drive private road will also see a benefit from maintaining access to their homes and properties, as the only access to these properties is through the public roads being adapted.

The County is authorized under Section 125.01(1)(q) to establish municipal service benefit units within all or any part of the County, within which may be provided essential facilities from funds derived from special assessments on the properties located within the municipal service benefit unit (MSBU). Road adaptation work falls within the definition of "other essential facilities and municipal services."

PREVIOUS RELEVANT BOCC ACTION:
November 17, 2020: Presentation, discussion and direction regarding a potential special assessment program for the Key Largo Twin Lakes Subdivision and Big Pine Key Sands Subdivision Sea level rise roads adaptation pilot projects. [Commissioners directed staff to proceed with an MSBU to fund capital costs and operations and maintenance for county-maintained roads in Monroe County.]

December 9, 2020: A public hearing to consider approval of a resolution of Monroe County Board of County Commissioners electing to use the uniform method of collecting non-ad valorem special assessments levied within the County toward the cost of providing capital costs and operations and maintenance costs for roadway improvements related to sea level rise located within Monroe County.

February 17, 2021: Board of County Commissioners adopted Ordinance No. 002-2021, the Sea Level Rise and Flood Mitigation Program, Assessment Ordinance.

December 8, 2021: A public hearing to consider approval of a resolution of Monroe County Board of County Commissioners electing to use the uniform method of collecting non-ad valorem special assessments levied within the County toward the cost of providing capital costs and operations and maintenance costs for roadway improvements and sea level rise and flood mitigation projects located within Monroe County.

December 7, 2022: A public hearing to consider approval of a resolution of Monroe County Board of County Commissioners electing to use the uniform method of collecting non-ad valorem special assessments levied within the County toward the cost of providing capital costs and operations and maintenance costs for roadway improvements and sea level rise and flood mitigation projects located within Monroe County.

December 13, 2023: A public hearing to consider approval of a resolution of Monroe County Board of County Commissioners electing to use the uniform method of collecting non-ad valorem special assessments levied within the County toward the cost of providing capital costs and/or operations and maintenance costs for roadway improvements, flood mitigation projects and addressing sea level rise projects for the Twin Lakes subdivision in Key Largo, located within unincorporated Monroe County.

December 11, 2024: A public hearing to consider approval of a resolution of the Monroe County BOCC on the potential use of the uniform method of collecting non-ad valorem special assessments levied within the County toward the cost of providing capital costs and/or operations and maintenance costs

for roadway improvements, flood mitigation projects and addressing sea level rise projects for the Twin Lakes subdivision in Key Largo, located within unincorporated Monroe County.

March 15, 2025: Discussion and direction on the potential use of the uniform method of collecting non-ad valorem special assessment(s) levied within the County toward the cost of providing operations and maintenance and capital funds for the Twin Lakes Road Adaptation project in Key Largo.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: N/A - Discussion

DOCUMENTATION:

BOCC Resolution Draft- Initial Special Assessments for Road Adaptation Project (OM) Twin Lakes (4-16-25) Clean Copy.pdf

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FINANCIAL IMPACT:
Effective Date: N/A Expiration Date: N/A.
Total Dollar Value of Contract: N/A
Total Cost to County: TBD Current Year Portion: $0
Budgeted: TBD Source of Funds: Potential MSBU
CPI: N/A Indirect Costs: N/A
Estimated Ongoing Costs Not Included in above dollar amounts: TBD
Revenue Producing: TBD If yes, amount:
Grant: N/A County Match: TBD
Insurance Required: No
Additional Details:

MONROE COUNTY, FLORIDA

MONROE COUNTY ROADWAY IMPROVEMENT AND SEA LEVEL RISE AND FLOOD MITIGATION PROGRAM OPERATIONS AND MAINTENANCE SERVICES ASSESSMENT PROGRAM

INITIAL ASSESSMENT RESOLUTION ROADWAY IMPROVEMENT FOR SEA LEVEL RISE AND FLOOD MITIGATION

Twin Lakes (Key Largo)

ADOPTED _____, 2025

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RESOLUTION NO. _____- 2025

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, RELATING TO THE ROADWAY IMPROVEMENT AND SEA LEVEL RISE AND FLOOD MITIGATION PROGRAM; IMPOSING ANNUAL MAINTENANCE ASSESSMENTS FOR PROPERTIES LOCATED WITHIN THE AREA OF THE TWIN LAKES ROAD ADAPTATION PROJECT AREA IN KEY LARGO WITHIN THE MONROE COUNTY TWIN LAKES ROADWAY IMPROVEMENT MUNICIPAL SERVICE BENEFIT UNIT; ESTABLISHING LEGISLATIVE FINDINGS DETERMINING THAT SUCH REAL PROPERTY WILL DERIVE A SPECIAL BENEFIT FROM THE ROADWAY IMPROVEMENT ACTIVITIES AND THE ONGOING OPERATIONS AND MAINTENANCE THEREOF AND THE REASONABLE APPORTIONMENT OF THE ASSESSMENT; ESTABLISHING THE TERMS AND CONDITIONS OF THE PROPOSED SPECIAL ASSESSMENT, INCLUDING ADMINISTRATIVE AND COLLECTION COSTS; ESTABLISHING THE AMOUNT AND TERM OF THE ANNUAL ROADWAY IMPROVEMENT OPERATIONS AND MAINTENANCE ASSESSMENT FOR EACH PARCEL OF PROPERTY TO BE ASSESSED BASED ON THE METHODOLOGY SET FORTH HEREIN; DIRECTING PREPARATION OF THE ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, AS FOLLOWS:

ARTICLE I
AUTHORITY, DEFINITIONS, LEGISLATIVE FINDINGS

SECTION 1.01. AUTHORITY. This Resolution is adopted pursuant to the provisions of Article VIII, Section 1 of the Florida Constitution; Sections 125.01 and 125.66 of Florida Statutes, which grant to a Board of County Commissioners all powers of local self-government to perform county functions and to render services for county purposes in a manner not inconsistent with general law; Monroe County Ordinance No. 002-2021 ("Ordinance"), codified as Chapter 22, Article VII, Monroe

County Code of Ordinances creating and establishing the Monroe County Sea Level Rise and Flood Mitigation Municipal Service Benefit Unit ("MSBU"); and other applicable provisions of law.

Section 1.02. DEFINITIONS. This resolution constitutes the Initial Assessment Resolution as defined in the Ordinance. Any capitalized words and terms not defined herein shall have the meaning ascribed to such terms in the Ordinance. Unless the context indicates otherwise, words imparting the singular number including the plural number, and vice versa. As used in this Resolution, the following terms shall have the following meanings, unless the context thereof otherwise requires.

"Annual Maintenance Assessment" means the amount computed for each Parcel pursuant to Section 4.03 hereof.

"Assessment Area" means a geographic area created by this Resolution, which is a sub-unit of an MSBU, containing properties that specially benefit from a Local Improvement, service, facility or program.

"Assessment Coordinator" means the person designated by the County Administrator to be responsible for coordinating the Assessments, or such person's designee.

"Board" means the Board of County Commissioners of Monroe County, Florida.

"**Building**" means any structure, whether temporary or permanent, built for support, shelter or enclosure of persons, chattel or property of any kind. This term shall include mobile homes or any vehicle serving in any way the function of a building.

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"County" means Monroe County, a political subdivision of the State of Florida.

"County Administrator" means the chief executive officer of the County, or such person's designee.

"**Developed Parcel**" means a benefited property, as defined in the Ordinance, and consists of any Tax Parcel that includes a building.

"Dwelling Unit" means (1) a Building, or pa portion thereof, available to be used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family only, or (2) the use of land in which lots or spaces are offered for rent or lease for the placement of mobile homes for residential purposes.

"Final Assessment Resolution" means the Resolution described in Sections 3.02 and 3.06 of the Ordinance that imposes the Assessments within the Assessment Area.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the County.

"Government Property" means property owned by the United States of America or any agency thereof, the State of Florida or any agency thereof, a county, a special district or a municipal corporation.

"Local Improvement" means a capital improvement constructed or installed by the County for the special benefit of a neighborhood or other local area, for which special assessments are imposed pursuant to the Ordinance.

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"Lot" means a building lot described on a map or plat recorded in the County's Official Records on or prior to the effective date of the Final Assessment Resolution or any subsequent Annual Assessment Resolution.

"MSBU" means the Monroe County Roadway Improvement and Sea Level Rise and Flood Mitigation Municipal Service Benefit Unit described in the Ordinance.

“Maintenance” or "Maintenance Activities" means the ongoing operations and maintenance of the roadway improvements, including but not limited to electrical service to operate the pumps and other electrical equipment, routine maintenance costs, , and an amount set aside for future replacement of the mechanical equipment.

"Maintenance Assessment" means an annual special assessment imposed against real property located within the MSBU to fund the Maintenance Activities, and related expenses, computed in the manner described in Section 4.03 hereof.

"Maintenance Assessment Collection Cost" means the estimated cost to be incurred by the County during any Fiscal Year in connection with the administration of the Maintenance Assessment program and collection of the Maintenance Assessment, and shall consist of an internal administrative fee in the amount of five percent (5%) of the Maintenance Costs; external consultant administrative fee; and a commission paid to the Tax Collector, authorized pursuant to Subsection 192.091(2)(b), Florida Statutes- all distributed on a per dwelling unit basis.

"Maintenance Assessment Roll" means a non-ad valorem assessment roll relating to the Maintenance Cost of the Maintenance Activities and related expenses.

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"Maintenance Assessment Statutory Discount Amount" means the amount computed for each dwelling unit pursuant to Section 4.03 hereof.

"Maintenance Cost" means all or any portion of the expenses that are properly attributable to Maintenance as that term is defined herein and under generally accepted accounting principles including, without limiting the generality of the foregoing, the cost of ongoing operations and maintenance of the capital improvements including, but not limited to, electrical service to operate pumps and other electrical equipment; repair and maintenance of the pump station equipment; replacement of the pump station equipment; and similar services. "Maintenance Cost" is synonymous with "Service Cost" as defined in the Ordinance.

"Ordinance" means Monroe County Ordinance No.002-2021, codified as Chapter 22, Article VII, Monroe County Code of Ordinances and designated as the ROADWAY IMPROVEMENT AND SEA LEVEL RISE AND FLOOD MITIGATION PROGRAM MUNICIPAL SERVICE BENEFIT UNIT pursuant to Chapter 22, Division 2, Subsection 22-151 thereof.

"Property Appraiser" means the Monroe County Property Appraiser.

"Roadway Adaptation Improvements" means roadway adaptation activities performed within each roadway project area within the MSBU as part of a Local Improvement as defined in the Ordinance including, but not limited to, roadway improvement and/or elevation, engineered storm water collection, transport, treatment and disposal system, or any combination thereof.

"Tax Parcel" means a parcel of real property to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

"Tax Roll" means the real property ad valorem tax assessment roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"**Undeveloped Parcel**" means a benefited property, as defined in the Ordinance, and consists of any Tax Parcel that does not include a building.

"Uniform Assessment Collection Act" means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem Assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

SECTION 1.02. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa. The terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; the term "hereafter" means after; and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

SECTION 1.03. FINDINGS. It is hereby ascertained, determined and declared that:

(A) The Board of County Commissioners of Monroe County, Florida, has enacted the Ordinance in order to provide for the creation of a municipal service benefit unit and to authorize the imposition of Assessments to fund the Maintenance of Local Improvements that serve and specially benefit the property located therein.

(B) The Roadway Improvements constitute a Local Improvement, as

defined in the Ordinance, and Maintenance constitutes a related service.

(C) All properties within the Assessment Area that have received Roadway Improvements will require continued operations and maintenance in order to maintain the benefits achieved by the Roadway Improvements. All Tax Parcels within the MSBU that have received the Local Improvements will benefit from Maintenance of the Local Improvements. Without Maintenance of the Local Improvements, the gains achieved through avoidance of flooding through sea level rise within the benefitted Tax Parcels by the Roadway Improvements will be lost.

(D) The Board desires to create the Assessment Area and to collect Maintenance Assessments in order to fund Maintenance Costs.

(E) The Roadway Improvements, and the related Maintenance Activities, provide a special benefit to the properties located within the Assessment Area, by protecting and enhancing their value, use and enjoyment; promoting health, welfare, convenience and safety for all assessed property owners in the Assessment Area; stabilizing or increasing property values; and establishing and preserving access to all properties within the Assessment Area.

(F) The Board hereby finds and determines that the Assessments to be imposed in accordance with this Resolution provide an equitable method of funding the Maintenance of the Local Improvements by fairly and reasonably allocating the cost to specially benefitted property.

(G) The Board hereby finds that each property within the proposed MSBU will be benefited by the Maintenance of the Local Improvements in an amount not less than the Assessment imposed against such property, computed in the

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manner set forth in this Resolution.

(H) The Maintenance Assessment will be implemented to provide for mandatory payment of the annual Maintenance Costs by all Tax Parcels within the MSBU.

ARTICLE II
NOTICE AND PUBLIC HEARING

SECTION 2.01. PUBLIC HEARING. A public hearing will be conducted by the Board beginning at 9:00 a.m., or as soon thereafter as the matter can be heard, on June 18, 2025, at the Murray Nelson Government Center, 102050 Overseas Highway, Key Largo Florida, 33037 to consider adoption of a Final Assessment Resolution that will (A) create Assessment Areas, (B) impose Assessments, and (C) authorize collection of the Assessments pursuant to the Florida Uniform Assessment Collection Act.

SECTION 2.02. NOTICE BY PUBLICATION. Upon completion of the initial Assessment Roll, the Assessment Coordinator shall publish a notice of the public hearing on adoption of a Final Assessment Resolution as authorized by Section 2.01 hereof in the manner and the time provided in Section 3.04 of the Ordinance and Section 197.3632, Florida Statutes. Such notice shall be in substantially the form attached hereto as Appendix A.

SECTION 2.03. NOTICE BY MAIL. Upon completion of the initial Assessment Roll, the Assessment Coordinator shall, at the time and in the manner specified in Section 3.05 of the Ordinance, provide first class mailed notice of the public hearing

authorized by Section 2.01 hereof to each real property owner proposed to be assessed at the address indicated on the Tax Roll. Such notice shall be mailed at least twenty (20) days prior to the public hearing, in accordance with Section 197.3632, Florida Statutes, and shall be in substantially the form attached hereto as Appendix B.

ARTICLE III
PROPOSED ASSESSMENT AREA

SECTION 3.01. DESCRIPTION OF PROPOSED ASSESSMENT AREA.

(A) The Board proposes to create an assessment area for the Tax Parcels more particularly described in Appendix C attached hereto. The assessment area (the "Twin Lakes Assessment Area") shall consist of parcels shown in Appendix C, , and as listed in Appendix D, Description of Parcels by Assessment Area.

(B) The Assessment Area is proposed for the purpose of funding Maintenance Activities within the MSBU and for the purpose of improving the use and enjoyment of property by funding the ongoing operations and maintenance of the Local Improvements.

ARTICLE IV
MAINTENANCE ASSESSMENTS

SECTION 4.01. ESTIMATED MAINTENANCE COST. The estimated annual Maintenance Cost for the parcels within the Twin Lakes Roadway Improvement Assessment Area is $$221,531.00 per Fiscal Year. This Maintenance Cost will be funded through the imposition of Maintenance Assessments against real property located in the Twin Lakes Roadway Improvement Assessment Area in the manner set forth in this article.

SECTION 4.02. IMPOSITION OF MAINTENANCE ASSESSMENTS.

The Maintenance Assessments shall be imposed against all real property located within the Assessment Area for each Fiscal Year and shall be computed in accordance with this Article. The estimated annual Maintenance Assessment rate to generate the revenue to satisfy the estimated Maintenance Costs for the Fiscal Year beginning October 1, 2025, is $2,131.00 per dwelling unit or unimproved parcel. When imposed, the Maintenance Assessment for each Fiscal Year shall constitute a lien upon the parcels located in the MSBU, pursuant to Section 22-156, Monroe County Code of Ordinances.

SECTION 4.03. COMPUTATION OF MAINTENANCE ASSESSMENTS.

(A) The annual Maintenance Assessments shall be computed for each dwelling unit or undeveloped parcel located in the MSBU by adding the annual Maintenance Cost together with the Collection Cost, plus a five per cent (5%) reserve for the under-collection of assessments due to the discount on annual property tax bills allowed for property owners who pay prior to March 1 ("Maintenance Assessment Statutory Discount Amount"). This sum is then divided by the sum by the total number of dwelling units and undeveloped parcels within the Assessment Area. The result is the portion of the Maintenance Costs attributable to each Tax Parcel.

(B) The above calculations shall be completed on an annual basis for the purposes of the Maintenance Assessments.

(C) The Maintenance Assessment amount shall be adjusted by a CPI-U adjustment each year, if necessary.

SECTION 4.04. MAINTENANCE ASSESSMENT ROLL.

The Assessment Coordinator is hereby directed to prepare a final estimate of the Maintenance Assessments and to prepare the initial Maintenance Assessment Roll in the manner provided in the Ordinance. The Assessment Coordinator shall apportion the Maintenance Cost among the parcels of real property within the MSBU and within each Assessment Area as reflected on the Tax Roll in conformity with this Article. The estimate of Maintenance Cost and the Maintenance Assessment Roll shall be maintained on file at the office of the Assessment Coordinator and open to public inspection. The foregoing shall not be construed to require that the Maintenance Assessment Roll be in printed form if the amount of the Maintenance Assessment for each parcel can be determined by use of a computer terminal available to the public.

ARTICLE V
GENERAL PROVISIONS

SECTION 5.01. METHOD OF COLLECTION. The Assessments shall be levied and collected pursuant to the Florida Uniform Assessment Collection Act, Sections 197.3632 and 197.3635, Florida Statutes.

SECTION 5.02. SEVERABILITY. If any clause, section or provision of this Resolution shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said Resolution shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

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SECTION 5.03. CONFLICTS. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5.04. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on May 21, 2025.

Mayor Jim Scholl	_____
Mayor Pro Tem Michelle Lincoln	_____
Commissioner Craig Cates	_____
Commissioner Holly Merrill Raschein	_____
Commissioner David Rice	_____

ATTEST:
KEVIN MADOK, Clerk of Circuit Court and Ex-Officio Clerk to the Board of County Commissioners

By: _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____
Mayor JIM SCHOLL

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APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

To Be Published on or before May 28, 2025

NOTICE OF PUBLIC HEARING TO CONSIDER ADOPTION OF COUNTY FINAL ASSESSMENT RESOLUTION

NOTICE IS HEREBY GIVEN TO WHOM IT MAY CONCERN that on **June 18, 2025**, at **9:00 A.M., or as soon thereafter as the matter may be heard, at the Murray Nelson Government Center, 102050 Overseas Highway, Key Largo Florida 33037,** the Board of County Commissioners of Monroe County, Florida, intends to consider approval of the following Monroe County resolution:

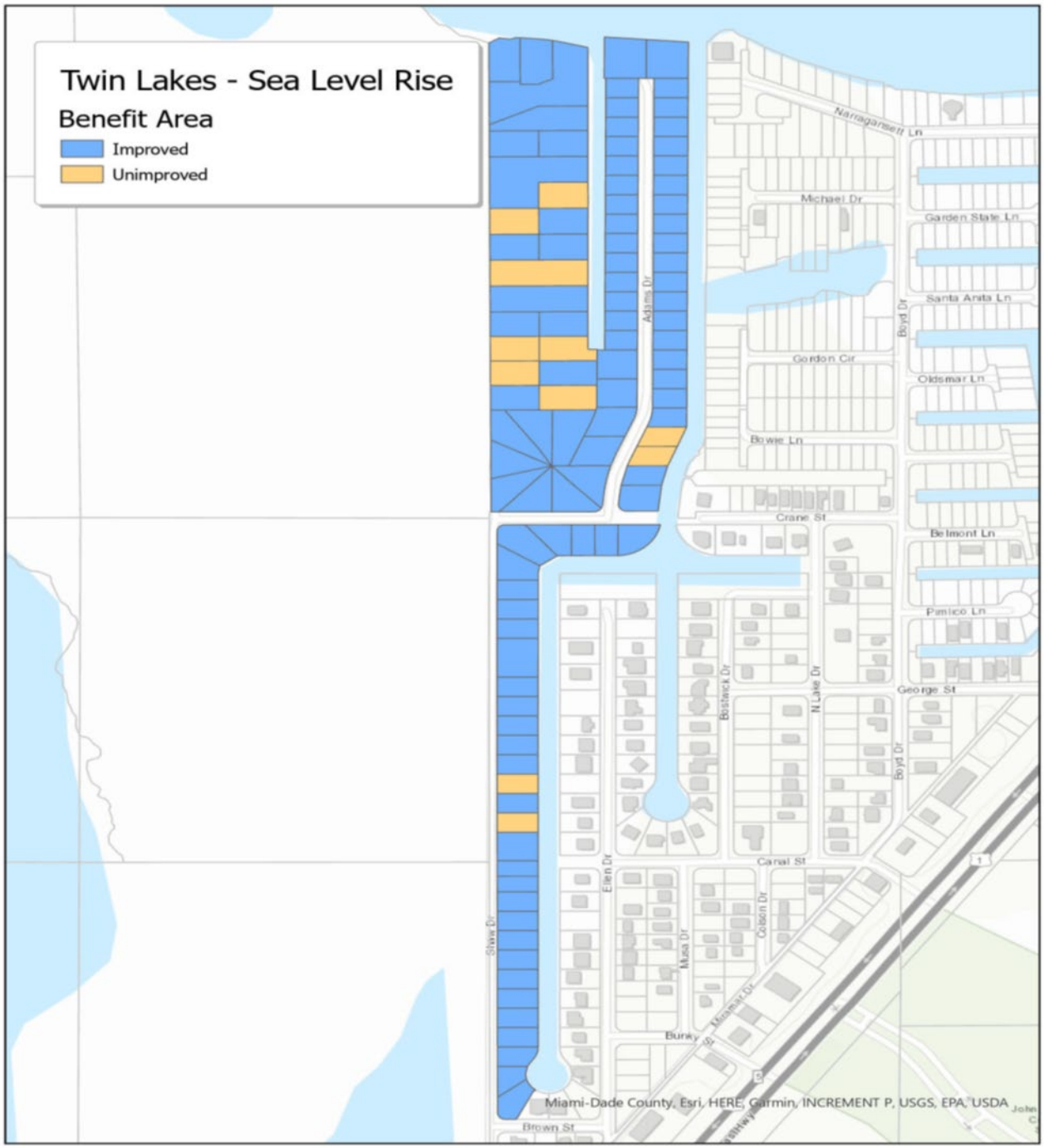
Monroe County, Florida
Twin Lakes Roadway Improvement, Sea Level Rise and Flood Mitigation Program
Final Assessment Resolution
Twin Lakes Neighborhood, Key Largo

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, RELATING TO THE ROADWAY IMPROVEMENT AND SEA LEVEL RISE AND FLOOD MITIGATION PROGRAM; IMPOSING ANNUAL MAINTENANCE ASSESSMENTS FOR PROPERTIES LOCATED WITHIN TWIN LAKES AREA IN KEY LARGO WITHIN THE TWIN LAKES ROADWAY IMPROVEMENT AREA MUNICIPAL SERVICE BENEFIT UNIT; ESTABLISHING LEGISLATIVE FINDINGS DETERMINING THAT SUCH REAL PROPERTY WILL DERIVE A SPECIAL BENEFIT FROM THE ROADWAY IMPROVEMENT ACTIVITIES AND THE ONGOING OPERATIONS AND MAINTENANCE THEREOF AND THE REASONABLE APPORTIONMENT OF THE ASSESSMENT; ESTABLISHING THE TERMS AND CONDITIONS OF THE PROPOSED SPECIAL ASSESSMENT, INCLUDING ADMINISTRATIVE AND COLLECTION COSTS; ESTABLISHING THE AMOUNT AND TERM OF THE ANNUAL ROADWAY IMPROVEMENT OPERATIONS AND OPERATION ASSESSMENT FOR EACH PARCEL OF PROPERTY TO BE ASSESSED BASED ON THE METHODOLOGY SET FORTH HEREIN; DIRECTING PREPARATION OF THE ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

A geographic depiction of the properties subject to the assessment is below:

Twin Lakes Benefit Area Key Largo, FL

The public hearing is being held for the purpose of receiving public comment on the proposed



assessments and collection of the assessment on the ad valorem tax bills. All affected property owners have the right to appear and provide input at the hearing and may file written objections with the County Attorney's Office at any time within twenty (20) days following publication of this notice.

The Assessments have been proposed to fund ongoing annual maintenance costs for the roadway improvement project, including, but not limited to, the cost of maintenance for pump station equipment and related services. The assessment for each parcel of property will be based upon the number of dwelling units and undeveloped parcels in the Assessment Area. The estimated assessment rate for the Fiscal Year beginning October 1, 2025, is $2,131.00 per dwelling unit or undeveloped parcel. A more specific description is set forth in the Initial Assessment Resolution adopted by the Board of County Commissioners on May 21, 2025.

The assessments will be collected by the Tax Collector on the ad valorem tax bill, commencing with the tax bill to be mailed in November 2025, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the real property, which may result in a loss of title.

If you have any questions, please contact Rhonda Haag at (305) 453-8774 Monday through Friday between 8:00 a.m. and 4:30 p.m.

The proposed Final Assessment Resolution may be inspected by the public at the Monroe County website by viewing the agenda packet for the June 18, 2025 meeting, which will be posted beginning on June XX, 2025 at: http://monroecountyfl.iqm2.com/citizens/default.aspx. The resolution may also be viewed at the Monroe County Attorney's Office, at 1111 12th Street, Suite 408, Key West, FL 33040.

The public can participate in the June 18, 2025, meeting of the Board of County Commissioners of Monroe County, FL by attending **in person or via Zoom**. The Zoom link can be found in the agenda at: http://monroecountyfl.iqm2.com/citizens/default.aspx.

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m.—5:30 p.m., prior to the scheduled meeting; if you are hearing or voice-impaired, call "711". Live Closed-Captioning is available at our web portal at: http://monroecountyfl.iqm2.com/citizens/default.aspx, for meetings of the Monroe County Board of County Commissioners.

Dated at Key West, Florida, this __ day of April 2025.

(SEAL)

KEVIN MADOK, Clerk of the Circuit Court and *Ex Officio*
Clerk of the Board of County Commissioners of Monroe County, Florida

Publication Dates:
Keys Weekly: Thur.,
News Barometer: Fri.,
Keys Citizen: Sat.,

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APPENDIX B

FORM OF FIRST-CLASS NOTICE TO BE MAILED

Monroe County
Sustainability Department
102050 Overseas Hwy., #246
Key Largo, FL 33037

Board of County Commissioners
Mayor Jim School Dist. 3
Mayor Pro Tem Michelle Lincoln, Dist. 2
Commissioner Holly Merrill Raschein, Dist. 5
Commissioner David Rice, Dist. 4
Commissioners Craig Cates, Dist. 1

May 28, 2025

«OwnerName1»
«OwnerName2»
«OwnerAdd1»
«OwnerAdd2»
«City» «State» «Zip» «COUNTRY»

AK#:
Sequence Number: SI2-«SeqNum»
Notice Date: May XX, 2025

Re: Notice of Proposed Maintenance Special Assessment for Twin Lakes

Dear Property Owner:

A municipal service benefit unit is being created to fund assessments for operation and maintenance costs related to certain roadway improvement and sea level rise and flood mitigation program activities in your area. The operation and maintenance work is necessary in order to maintain the roadway improvements that will be achieved. The assessment for each parcel is based on the cost of the operations and maintenance and the number of dwelling units and undeveloped parcels in the roadway improvement area. A more specific description of the assessment program is set forth in the Initial Assessment Resolution adopted by the County Commission on May 21, 2025. Information regarding the assessment for your specific property is shown below.

Monroe County created the Monroe County Roadway Improvement and Sea Level Rise and Flood Mitigation Program Municipal Service Benefit Unit to impose special assessments to fund ongoing operations and maintenance costs for roadway improvements in the program. The maintenance assessments will be collected on the ad valorem tax bill commencing with the tax bill to be mailed in November 2025, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the real property, which may result in a loss of title.

A more specific description of the improvements and the method of computing the assessment for each parcel of real property are set forth in the Initial Assessment Resolution adopted by the Board of County Commissioners on May 21, 2025. Copies of the ROADWAY IMPROVEMENT AND SEA LEVEL RISE AND FLOOD MITIGATION PROGRAM Assessment Ordinance, the Initial Assessment Resolution (including an explanation of the assessment methodology) and the initial Assessment Roll are available for

inspection at the Monroe County Attorney's Office, 1100 12th St., Suite 408, Key West Florida 33040 between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. Information regarding the assessment for your specific real property is attached to this letter.

The proposed assessments are based on the total overall future maintenance cost, divided by the number of dwelling units and undeveloped parcels in the Benefit Area. The annual assessment for each parcel will include its share of annual collection costs. An amount is also added to cover the statutory discount applicable to early payment of ad valorem taxes and special assessments.

The total number of dwelling units or undeveloped parcels attributable to the above tax parcel is:
The estimated Annual Maintenance Assessment for the above parcel is $$2,131.00, which translates to $177.58 per dwelling unit or undeveloped parcel per month.

The estimated total revenue to be collected for the Assessment Area is $221,531.00 for Fiscal Year beginning October 1, 2025.

You are invited to attend a public hearing to adopt the Final Assessment Resolution scheduled for June 18, 2025, beginning at 9:00 a.m. at the Murray Nelson Government Center, 102050 Overseas Highway, Key Largo, FL 33037. The Final Assessment Resolution will be available in the agenda packet for the hearing, to be published at http://monroecountyfl.iqm2.com/citizens/default.aspx beginning at 6:00 p.m. on June 10, 2025. All affected property owners have a right to appear at the hearing and to file written objections with the County Attorney's Office within 20 days following publication of this notice. If you decide to appeal any decision made by the County Commission with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

In accordance with the Americans with Disabilities Act, if you are a person with a disability who needs special accommodations to participate in this proceeding, please contact the County Administrator at (305) 292-4441, between the hours of 8:30 a.m. – 5:00 p.m., no later than five (5) calendar days prior to the date of the hearing. If you are hearing or voice impaired, call "711".

Questions regarding your assessment and the process for collection may be directed to the Monroe County Sustainability Department at (305) 453-8774, Monday through Friday between 8:00 a.m. and 4:30 p.m.

MONROE COUNTY, FLORIDA

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APPENDIX C

LEGAL DESCRIPTION OF ASSESSMENT AREA

TWIN LAKES KEY LARGO AREA -

All parcels that abut the public and private portion of Shaw Drive, all parcels that abut Adams Drive and all parcels that abut Crane Street only from Shaw Drive to Adams Drive.

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APPENDIX D

DESCRIPTION OF PARCELS BY ASSESSMENT AREA

The Assessment Area shall consist of the following properties located in the unincorporated area of Monroe County, Florida, on Shaw Drive, Crane Street and Adams Drive , as identified by the property identification number provided by the Monroe County Properly Appraiser.

Monroe County - Twin Lakes

Property ID	Alt Key	Owner Name	Situs	Billing Units (Dwelling Units or Undeveloped Parcel)	Maximum Annual Assessment
00551000-000300	1674508	HOSFORD JEAN M	1009 ADAMS DR, KEY LARGO	1	$2,131.00
00550370-000000	1673854	TUCKER ELMER LEE JR	956 SHAW DR, KEY LARGO	1	$2,131.00
00550850-000000	1674320	MARTIN ANGEL J	1022 ADAMS DR, KEY LARGO	1	$2,131.00
00551005-000800	1674931	ZERBE FAMILY JOINT REVOCABLE TRUST	1029 ADAMS DR, KEY LARGO	1	$2,131.00
00550420-000000	1673901	LANE MARK K	946 SHAW DR, KEY LARGO	1	$2,131.00
00550860-000000	1674338	BECKMANN ELIZABETH HJ	1024 ADAMS DR, KEY LARGO	1	$2,131.00
00551000-001500	1674621	BRUNS PAULINE MENDEZ LIVING TRUST 6/7/2010	1510 SHAW DR, KEY LARGO	1	$2,131.00
00548100-000000	1671584	SIGNORELLI PETE	988 SHAW DR, KEY LARGO	1	$2,131.00
00551000-002000	1674672	ACEVEDO JEDIAEL	1520 SHAW DR, KEY LARGO	1	$2,131.00
00550310-000100	8646801	BEYER MARILYN J TRUST 2/02/2019	968 SHAW DR, KEY LARGO	1	$2,131.00
00548070-000000	1671550	SCHWEISS MARK BISHOP	994 SHAW DR, KEY LARGO	1	$2,131.00
00548080-000000	1671568	MARSHALL GORDON L	992 SHAW DR, KEY LARGO	1	$2,131.00
00550310-000000	1673790	ERICKSON EDWIN WILLIAM	969 SHAW DR, KEY LARGO	1	$2,131.00
00551000-001400	1674613	1508 SHAW DRIVE LLC	1508 SHAW DR, KEY LARGO	1	$2,131.00
00550940-000000	1674419	SNOW KATHLEEN A	1040 ADAMS DR, KEY LARGO	1	$2,131.00
00551000-001600	1674630	LAY L FRASER	1512 SHAW DR, KEY LARGO	1	$2,131.00
00551000-002300	8497989	MIMBELA JOSE A	1526 SHAW DR, KEY LARGO	1	$2,131.00
00548010-000000	1671495	ALLEN LORI M	1006 CRANE ST, KEY LARGO	1	$2,131.00
00551005-001300	1674982	PREW DOUGLAS A	1019 ADAMS DR, KEY LARGO	1	$2,131.00
00551005-000600	1674915	WEATHERLY KIMBERLY SIMS	1033 ADAMS DR, KEY LARGO	1	$2,131.00
00550330-000000	1673811	HOLMES IVAN L	964 SHAW DR, KEY LARGO	1	$2,131.00
00550790-000000	1674265	LEE DAWN S	1010 ADAMS DR, KEY LARGO	1	$2,131.00
00548160-000000	1671649	SANCHEZ STEPHANIE C	976 SHAW DR, KEY LARGO	1	$2,131.00
00550340-000000	1673820	THIERY ANDREW	962 SHAW DR, KEY LARGO	1	$2,131.00
00548170-000100	9105242	NIEBLAS LOAMMI	972 SHAW DR, KEY LARGO	1	$2,131.00
00550780-000000	1674257	VELASCO EDMUNDO	1008 ADAMS DR, KEY LARGO	1	$2,131.00
00551000-001000	1674575	BETANCOURT JUSTO R	1504 SHAW DR, KEY LARGO	1	$2,131.00
00550800-000000	1674273	LOPEZ AURELIO E	1012 ADAMS DR, KEY LARGO	1	$2,131.00
00551000-004101	8901909	SCHMIDT GLENN	SHAW DR, KEY LARGO	1	$2,131.00
00550970-000000	1674443	BORG SHIRLEY	1046 ADAMS DR, KEY LARGO	1	$2,131.00
00551000-003900	1674826	PINE RIVER HOME LLC	1511 SHAW DR, KEY LARGO	1	$2,131.00
00550830-000000	1674303	DE LA PAZ MARTA R	1018 ADAMS DR, KEY LARGO	1	$2,131.00
00551000-003800	1674818	MAHSHIE RICHARD	1513 SHAW DR, KEY LARGO	1	$2,131.00

DRAFT

00551000-003300	1674761	MADRUGA ESTEBAN ROLANDO II	1523 SHAW DR, KEY LARGO	1	$2,131.00
00550380-000000	1673862	FERNANDEZ MARC	954 SHAW DR, KEY LARGO	1	$2,131.00
00551000-001100	1674583	SMAIL DAVID L	1505 SHAW DR, KEY LARGO	1	$2,131.00
00548170-000000	1671657	BECERRA OMAR	974 SHAW DR, KEY LARGO	1	$2,131.00
00548030-000000	1671517	HERNANDEZ AIME	1002 CRANE ST, KEY LARGO	1	$2,131.00
00551000-001900	1674664	PEREZ JOHN E	1518 SHAW DR, KEY LARGO	1	$2,131.00
00551000-004100	1674842	SCHMIDT GLENN	1506 SHAW DR, KEY LARGO	1	$2,131.00
00551000-000800	1674559	GUTIERREZ MARIO JR	1500 SHAW DR, KEY LARGO	1	$2,131.00
00550820-000000	1674290	GARCES FRANK E JR	1016 ADAMS DR, KEY LARGO	1	$2,131.00
00551000-001800	1674656	KEY LARGO 102-2 LLC	1516 SHAW DR, KEY LARGO	1	$2,131.00
00550910-000000	1674389	MAESTRI MARCOS	1034 ADAMS DR, KEY LARGO	1	$2,131.00
00550410-000000	1673897	MONRABAL SILVIO JR	948 SHAW DR, KEY LARGO	1	$2,131.00
00550360-000000	1673846	PEGUES DONALD L	958 SHAW DR, KEY LARGO	1	$2,131.00
00551005-001000	1674958	PENTRON ELECTRONIC INC	1025 ADAMS DR, KEY LARGO	1	$2,131.00
00550920-000000	1674397	FROHRING CRAIG A	1036 ADAMS DR, KEY LARGO	1	$2,131.00
00551005-000500	1674907	SORI PHILLIP F	1035 ADAMS DR, KEY LARGO	1	$2,131.00
00550960-000000	1674435	BOUZA MANUEL	1044 ADAMS DR, KEY LARGO	1	$2,131.00
00551000-000700	1674541	GELTHAUS FAMILY TRUST 06/03/2024	1001 CRANE ST, KEY LARGO	1	$2,131.00
00551000-000900	1674567	FLORIDA INVESTMENTS SERVICES CORP	1502 SHAW DR, KEY LARGO	1	$2,131.00
00551005-001200	1674974	CR 1021 LLC	1021 ADAMS DR, KEY LARGO	1	$2,131.00
00548110-000000	1671592	MENDEZ MARY HILTON	986 SHAW DR, KEY LARGO	1	$2,131.00
00551000-000600	1674532	MAESTRI MARCOS	1003 CRANE ST, KEY LARGO	1	$2,131.00
00550890-000000	1674362	STEPHEN TRAVIS WAYNE	1030 ADAMS DR, KEY LARGO	1	$2,131.00
00550810-000000	1674281	SANCHEZ JULIO	1014 ADAMS DR, KEY LARGO	1	$2,131.00
00550770-000000	1674249	LAVELLE MICHAEL JOHN	1006 ADAMS DR, KEY LARGO	2	$4,262.00
00551005-000100	1674869	CASA BAYVIEW LLC	1043 ADAMS DR, KEY LARGO	1	$2,131.00
00551000-000200	1674494	MATOS LISVET	1011 ADAMS DR, KEY LARGO	1	$2,131.00
00551005-000700	1674923	JLR REVOCABLE TRUST 04/29/09	1031 ADAMS DR, KEY LARGO	1	$2,131.00
00548140-000000	1671622	RICE SUZETTE C	980 SHAW DR, KEY LARGO	1	$2,131.00
00551000-000100	1674486	FAJARDO YENISLEYDIS	1013 ADAMS DR, KEY LARGO	1	$2,131.00
00551005-000200	1674877	HIGUERAS-CASTRO MARIA ANITA	1041 ADAMS DR, KEY LARGO	1	$2,131.00
00551005-000900	1674940	ARIAS ANTONIO	1027 ADAMS DR, KEY LARGO	1	$2,131.00
00550400-000000	1673889	ORIZONDO JAVIER	950 SHAW DR, KEY LARGO	1	$2,131.00
00550900-000000	1674371	I MENDEZ INTERIOR DESIGN & RENTAL KEY LARGO LLC	1032 ADAMS DR, KEY LARGO	1	$2,131.00
00548020-000000	1671509	PEQUENO TOMAS	1004 CRANE ST, KEY LARGO	1	$2,131.00
00550350-000000	1673838	RUIZ RAFAEL	960 SHAW DR, KEY LARGO	1	$2,131.00
00551005-001400	1674991	LAY FRASER	1015 ADAMS DR, KEY LARGO	1	$2,131.00
00551000-000400	1674516	LEAL RIGOBERTO R	1007 ADAMS DR, KEY LARGO	1	$2,131.00
00548190-000000	1671673	SWANK LORYANN M	970 SHAW DR, KEY LARGO	1	$2,131.00
00548050-000000	1671533	WITTKE PAULA S	998 SHAW DR, KEY LARGO	1	$2,131.00
00551005-001100	1674966	VORDTRIEDE GLENN O REV TR 12/16/2010	1023 ADAMS DR, KEY LARGO	1	$2,131.00
00551005-000300	1674885	LUENGO RAYMOND IGNACIO	1039 ADAMS DR, KEY LARGO	1	$2,131.00
00551000-002600	1674702	MILLHISER JOHN D	1532 SHAW DR, KEY LARGO	1	$2,131.00
00550880-000000	1674354	BRACERAS JOHN	1028 ADAMS DR, KEY LARGO	1	$2,131.00
00551000-003500	1674788	FERLITA STEVE	1519 SHAW DR, KEY LARGO	1	$2,131.00
00551000-004000	1674834	1509 SHAW DR LLC	1509 SHAW DR, KEY LARGO	1	$2,131.00
00548060-000000	1671541	TOOTHMAN TRACY	996 SHAW DR, KEY LARGO	1	$2,131.00
00550390-000000	1673871	SALAZAR RAFAEL IGNACIO	952 SHAW DR, KEY LARGO	1	$2,131.00
00548150-000000	1671631	SMITH JONATHAN W	978 SHAW DR, KEY LARGO	1	$2,131.00
00550930-000000	1674401	1038 ADAMS DR LLC	1038 ADAMS DR, KEY LARGO	1	$2,131.00
00548000-000000	1671487	RODRIGUEZ-MENA JORGE	1008 CRANE ST, KEY LARGO	1	$2,131.00

DRAFT

00551000-001200	1674591	GORSUCH BRENDA E	1507 SHAW DR, KEY LARGO	1	$2,131.00
00548120-000000	1671606	MOBLEY SCOTT	984 SHAW DR, KEY LARGO	1	$2,131.00
00550760-000000	1674231	ADAMS DR LLC	1004 ADAMS DR, KEY LARGO	1	$2,131.00
00550840-000000	1674311	1020 ADAMS LLC	1020 ADAMS DR, KEY LARGO	1	$2,131.00
00551005-000400	1674893	HERNANDEZ HENRY	1037 ADAMS DR, KEY LARGO	1	$2,131.00
00550870-000000	1674346	CAPUTO PAMELA	1026 ADAMS DR, KEY LARGO	1	$2,131.00
00551000-003400	1674770	RAMIREZ ANDRES A MAPAL	1521 SHAW DR, KEY LARGO	1	$2,131.00
00548130-000000	1671614	BENCOMO JAVIER	982 SHAW DR, KEY LARGO	1	$2,131.00
00550320-000000	1673803	GALLEGO RAMCES	966 SHAW DR, KEY LARGO	1	$2,131.00
00548040-000000	1671525	OCEAN CAPITAL PARTNERS II LLC	1000 SHAW DR, KEY LARGO	1	$2,131.00
00551000-003100	1674745	PRIME CORAL PROPERTIES LLC	1527 SHAW DR, KEY LARGO	1	$2,131.00
00551000-000500	1674524	KEYS LIFE INVESTMENTS LLC	1005 ADAMS DR, KEY LARGO	1	$2,131.00
00550950-000000	1674427	WOLNEK DAVID S	1042 ADAMS DR, KEY LARGO	1	$2,131.00
00551000-001700	1674648	1514 SHAW LLC	1514 SHAW DR, KEY LARGO	1	$2,131.00
00551000-003000	8497369	LOBON JOSE LUIS	1529 SHAW DR, KEY LARGO	1	$2,131.00
00551000-003200	1674753	WOOD DONALD J	1525 SHAW DR, KEY LARGO	1	$2,131.00
00550990-000000	1674460	HOFFMAN RANDY	1045 ADAMS DR, KEY LARGO	1	$2,131.00
00551000-002700	1674711	FAIRMAN RONALD L	1535 SHAW DR, KEY LARGO	1	$2,131.00
00550980-000000	1674451	OCEAN CAPITAL PARTNERS IV LLC	1048 ADAMS DR, KEY LARGO	1	$2,131.00
00551000-002800	1674729	GILBERT JAMES D	1536 SHAW DR, KEY LARGO	1	$2,131.00

DRAFT

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: N2
2023-3858

BULK ITEM: No

DEPARTMENT: Sustainability

TIME APPROXIMATE:
TBD

STAFF CONTACT: Rhonda Haag

AGENDA ITEM WORDING: Discussion and direction on a draft *Initial Assessment Resolution* for the use of the uniform method of collecting non-ad valorem special assessment(s) levied within the County that directs $25,000 per billing unit be collected towards the Capital costs for the Twin Lakes road adaptation project in Key Largo. **10:30 A.M. TIME APPROXIMATE**

ITEM BACKGROUND:
The purpose of this item is to review and discuss an Initial Assessment Resolution "IAR" and information for special assessments to cover a portion of the capital costs for the Twin Lakes Road Adaptation project in Key Largo, beginning in November 2025.

Collection of the assessment(s) requires further approval of an *Initial* and *Final* assessment resolutions, draft IAR attached. Those assessment resolutions contain (a) a specific list of properties to be assessed, and (b) the amount of the assessment for each property.

The Monroe County Board of County Commissioners has previously approved the design and construction of a sea level rise pilot project in Twin Lakes to lessen the frequency and severity of flooding and decrease predicted flood damage. In December 2024 a resolution of the Monroe County BOCC passed on the potential use of the uniform method of collecting non-ad valorem special assessments levied within the County toward the cost of providing capital costs and/or operations and maintenance costs for roadway improvements, flood mitigation projects and addressing sea level rise projects for the Twin Lakes subdivision in Key Largo.

The Countywide *Roads Vulnerability Sea Level Rise Adaptation Study* identifies 97 various roadway areas for adaptation improvements by the year 2045 to mitigate flooding at a cost of $1.6 Billion, of which 49 were recommended by the year 2025 at an estimated cost of $888 Million (in 2020 $'s).

The property owners in the benefit areas where work may be performed will realize specific benefits as

a result of road adaptation work, including but not limited to decreases in road flooding and maintaining access to their homes.

The County is authorized under Section 125.01(1)(q) to establish municipal service benefit units within all or any part of the County, within which may be provided essential facilities from funds derived from special assessments on the properties located within the municipal service benefit unit (MSBU). Road adaptation work falls within the definition of "other essential facilities and municipal services."

PREVIOUS RELEVANT BOCC ACTION:
November 17, 2020: Presentation, discussion and direction regarding a potential special assessment program for the Key Largo Twin Lakes Subdivision and Big Pine Key Sands Subdivision sea level rise roads adaptation pilot projects. [Commissioners directed staff to proceed with an MSBU to fund capital costs and operations and maintenance for county-maintained roads in Monroe County.

December 9, 2020: A public hearing to consider approval of a resolution of Monroe County Board of County Commissioners electing to use the uniform method of collecting non-ad valorem special assessments levied within the County toward the cost of providing capital costs and operations and maintenance costs for roadway improvements related to sea level rise located within Monroe County.

February 17, 2021: Board of County Commissioners adopted Ordinance No. 002-2021, the Sea Level Rise and Flood Mitigation Program, Assessment Ordinance.

December 8, 2021: A public hearing to consider approval of a resolution of Monroe County Board of County Commissioners electing to use the uniform method of collecting non-ad valorem special assessments levied within the County toward the cost of providing capital costs and operations and maintenance costs for road for roadway improvements and sea level rise and flood mitigation projects located within Monroe County.

December 7, 2022: A public hearing to consider approval of a resolution of Monroe County Board of County Commissioners electing to use the uniform method of collecting non-ad valorem special assessments levied within the County toward the cost of providing capital costs and operations and maintenance costs for roadway improvements and sea level rise and flood mitigation projects located within Monroe County.

December 13, 2023: A public hearing to consider approval of a resolution of Monroe County Board of County Commissioners electing to use the uniform method of collecting non-ad valorem special assessments levied within the County toward the cost of providing capital costs and/or operations and maintenance costs for roadway improvements, flood mitigation projects and addressing sea level rise projects for the Twin Lakes subdivision in Key Largo, located within unincorporated Monroe County.

December 11, 2024: A public hearing to consider approval of a resolution of the Monroe County BOCC on the potential use of the uniform method of collecting non-ad valorem special assessments levied within the County toward the cost of providing capital costs and/or operations and maintenance costs for roadway improvements, flood mitigation projects and addressing sea level rise projects for the Twin Lakes subdivision in Key Largo, located within unincorporated Monroe County.

March 15, 2025: Discussion and direction on the potential use of the uniform method of collecting non-

ad valorem special assessment(s) levied within the County toward the cost of providing operations and maintenance and capital funds for the Twin Lakes Road Adaptation project in Key Largo.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: N/A - Discussion

DOCUMENTATION:

FINANCIAL IMPACT:
Effective Date: N/A Expiration Date: N/A.
Total Dollar Value of Contract: N/A
Total Cost to County: TBD Current Year Portion: $0
Budgeted: TBD Source of Funds: Potential MSBU
CPI: N/A Indirect Costs: N/A
Estimated Ongoing Costs Not Included in above dollar amounts: TBD
Revenue Producing: TBD If yes, amount:
Grant: N/A County Match: TBD
Insurance Required: No
Additional Details:

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: N3
2023-3875

BULK ITEM: No

DEPARTMENT: Sustainability

TIME APPROXIMATE:
TBD

STAFF CONTACT: Rhonda Haag

AGENDA ITEM WORDING: Discussion and direction on a draft Resolution specifying that for all neighborhoods included in the Countys roadway adaptation and improvement program for sea level rise and flooding that a capital assessment amount of $25,000 shall be assessed per billing unit towards capital costs, and each neighborhood included in a project shall contribute 100% of the operations and maintenance of the roadway adaptation project through the creation of municipal service benefit units to collect funds to pay for capital costs and ongoing operation and maintenance costs. **10:30 TIME APPROXIMATE**

ITEM BACKGROUND:
The purpose of this item is to review and discuss a Resolution specifying that for all neighborhoods included in the County's roadway adaptation and improvement program for sea level rise and flooding that a capital assessment amount of $25,000 shall be assessed per billing unit towards capital costs, and each neighborhood included in a project shall contribute 100% of the operations and maintenance of the roadway adaptation project through the creation of municipal service benefit units to collect funds to pay for capital costs and ongoing operation and maintenance costs

The Countywide *Roads Vulnerability Sea Level Rise Adaptation Study* identifies 97 various roadway areas for adaptation improvements by the year 2045 to mitigate flooding at a cost of $1.6 Billion, of which 49 were recommended by the year 2025 at an estimated cost of $888 Million (in 2020 $'s).

The property owners in the benefit areas where roadway adaptation work may be performed will realize specific benefits as a result of roadway adaptation work, including but not limited to decreases in road flooding and maintaining access to their homes.

The County is authorized under Section 125.01(1)(q) to establish municipal service benefit units within all or any part of the County, within which may be provided essential facilities from funds derived from special assessments on the properties located within the municipal service benefit unit (MSBU). Road adaptation work falls within the definition of "other essential facilities and municipal services."

PREVIOUS RELEVANT BOCC ACTION:

November 17, 2020: Presentation, discussion and direction regarding a potential special assessment program for the Key Largo Twin Lakes Subdivision and Big Pine Key Sands Subdivision Sea level rise roads adaptation pilot projects. Commissioners directed staff to proceed with an MSBU to fund capital costs and operations and maintenance for county-maintained roads in Monroe County.

December 9, 2020: A public hearing to consider approval of a resolution of Monroe County Board of County Commissioners electing to use the uniform method of collecting non-ad valorem special assessments levied within the County toward the cost of providing capital costs and operations and maintenance costs for roadway improvements related to sea level rise located within Monroe County.

February 17, 2021: Board of County Commissioners adopted Ordinance No. 002-2021, the Sea Level Rise and Flood Mitigation Program, Assessment Ordinance.

December 8, 2021: A public hearing to consider approval of a resolution of Monroe County Board of County Commissioners electing to use the uniform method of collecting non-ad valorem special assessments levied within the County toward the cost of providing capital costs and operations and maintenance costs for road for roadway improvements and sea level rise and flood mitigation projects located within Monroe County.

December 7, 2022: A public hearing to consider approval of a resolution of Monroe County Board of County Commissioners electing to use the uniform method of collecting non-ad valorem special assessments levied within the County toward the cost of providing capital costs and operations and maintenance costs for roadway improvements and sea level rise and flood mitigation projects located within Monroe County.

December 13, 2023: A public hearing to consider approval of a resolution of Monroe County Board of County Commissioners electing to use the uniform method of collecting non-ad valorem special assessments levied within the County toward the cost of providing capital costs and/or operations and maintenance costs for roadway improvements, flood mitigation projects and addressing sea level rise projects for the Twin Lakes subdivision in Key Largo, located within unincorporated Monroe County.

December 11, 2024: A public hearing to consider approval of a resolution of the Monroe County BOCC on the potential use of the uniform method of collecting non-ad valorem special assessments levied within the County toward the cost of providing capital costs and/or operations and maintenance costs for roadway improvements, flood mitigation projects and addressing sea level rise projects for the Twin Lakes subdivision in Key Largo, located within unincorporated Monroe County.

March 15, 2025: Discussion and direction on the potential use of the uniform method of collecting non-ad valorem special assessment(s) levied within the County toward the cost of providing operations and maintenance and capital funds for the Twin Lakes Road Adaptation project in Key Largo.

INSURANCE REQUIRED:

No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: N/A - Discussion

DOCUMENTATION:

Resolution for MSBU for OM AND CAPITAL Costs.docx

FINANCIAL IMPACT:
Effective Date: N/A Expiration Date: N/A.
Total Dollar Value of Contract: N/A
Total Cost to County: TBD Current Year Portion: $0
Budgeted: TBD Source of Funds: Potential MSBU
CPI: N/A Indirect Costs: N/A
Estimated Ongoing Costs Not Included in above dollar amounts: TBD
Revenue Producing: TBD If yes, amount:
Grant: N/A County Match: TBD
Insurance Required: No
Additional Details:

RESOLUTION NO. _____ - 2025

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA SPECIFYING THAT FOR ALL NEIGHBORHOODS INCLUDED IN THE COUNTY'S ROADWAY ADAPTATION AND IMPROVEMENT PROGRAM FOR SEA LEVEL RISE AND FLOODING THAT A CAPITAL ASSESSMENT AMOUNT OF $25,000 SHALL BE ASSESSED PER BILLING UNIT TOWARDS CAPITAL COSTS, AND EACH NEIGHBORHOOD INCLUDED IN A PROJECT SHALL CONTRIBUTE 100% OF THE OPERATIONS AND MAINTENANCE OF THE ROADWAY ADAPTATION PROJECT THROUGH THE CREATION OF MUNICIPAL SERVICE BENEFIT UNITS TO COLLECT FUNDS TO PAY FOR CAPITAL COSTS AND ONGOING OPERATION AND MAINTENANCE COSTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 17, 2021, Monroe County Board of County Commissioners ("BOCC") adopted Ordinance No. 002-2021 ("Ordinance"), creating an ordinance of the Board of County Commissioners of Monroe County, Florida, relating to the imposition of Municipal Service Benefit Units ("MSBU") for a sea level rise and flood mitigation programs; allowing for the future financing of improvements through the collection of non-ad valorem special assessments; and

WHEREAS, under Section 197.3632(3)(a), Florida Statutes, and Section 4.01 of the Ordinance, if Monroe County ("County") intends to collect a special assessment for the first time in a geographic area, the County is required to adopt a resolution stating its intent prior to January 1 prior to the tax year in which the assessment will be collected, stating the need for the levy and the legal description of the boundaries of the real property subject to the levy; and

WHEREAS, Monroe County (the "County") is contemplating the imposition of special assessments in order to pay for capital improvements and operations and maintenance costs for sea level rise and flood mitigation projects; and

WHEREAS, without contributions towards capital costs by the property owners in the benefit areas of the roadway improvement projects the County will need to raise overall taxes on all residents to help fund the program; and

WHEREAS, without future operations and maintenance work to maintain the work constructed by the roadway adaptation projects, the full value of the work will not be realized, and it will not be possible to realize the full potential of the constructed project; and

WHEREAS, the property owners in the benefit areas where work will be performed ("Subject Properties") will realize benefits as a result of the roadway adaptation work, including but not limited to maintenance of access to their property, maintaining or increase in property values, and continued future provision of general services such as postal delivery, solid waste services, and security patrols; and

WHEREAS, it is appropriate for the County to collect funds towards the cost of capital and to fully cover the cost of operations and maintenance from the property owners who realize the special benefits of the roadway adaptation work in the form of special assessments, provided the costs are distributed so that they are fairly and reasonably apportioned to the subject properties; and

WHEREAS, the County is authorized under Section 125.01(1)(q) to establish municipal service benefit units within all or any part of the unincorporated county, within which may be provided essential facilities from funds derived from special assessments on the properties located within the municipal service benefit unit (MSBU); and

WHEREAS, roadway adaptation work falls within the definition of "other essential facilities and municipal services."

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA THAT:

1. The Board of County Commissioners hereby authorizes staff to move forward to develop a program for the collection of special assessments from the Subject Properties in the Benefit Area of each Roadway Adaptation Project to pay for 100% of the Operation and Maintenance costs of the Project.

2. The Board of County Commissioners hereby authorizes staff to move forward to develop a program for the collection of special assessments from the Subject Properties in the Benefit Area of each Roadway Adaptation Project to contribute $25,000 per billing unit towards the Capital Costs of the Project.

3. The Board of County Commissioners of Monroe County, Florida hereby directs staff to take the steps necessary to create one or more MSBU's consisting of the Subject Properties included in the Benefit Areas of the roadway adaptation program.

4. This resolution shall take effect upon adoption.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the _____ day of _____, 2025.

Mayor Jim Scholl	**_____**
Mayor Pro Tem Michelle Lincoln	**_____**
Commissioner Craig Cates	**_____**
Commissioner David Rice	**_____**
Commissioner Holly Merrill Raschein	**_____**

(SEAL)

ATTEST:
KEVIN MADDOK, Clerk

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor

O1

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: O1
2023-3913

BULK ITEM: Yes

DEPARTMENT: Administration

TIME APPROXIMATE:
n/a

STAFF CONTACT: Lindsey Ballard

AGENDA ITEM WORDING: County Administrator's Monthly Report for April 2025.

ITEM BACKGROUND:
n/a

PREVIOUS RELEVANT BOCC ACTION:
n/a

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
n/a

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

CAD April 2025.pdf

FINANCIAL IMPACT:
n/a

County of Monroe
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor *Pro Tem* Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

TO: Board of County Commissioners

FROM: Christine Hurley, AICP
County Administrator

DATE: April 1, 2025

SUBJECT: Monthly Activity Report for April 2025

Monroe County Employee/tourism Based Housing Review

The Monroe County Affordable Housing Tourism Housing Program was approved by Resolution 544-2024. Funding was approved to be disbursed geographically, within the Districts in which they were collected. If difficulties arise in finding eligible projects within each District, funds can be spent in adjacent districts. The following table demonstrates funding available, as well as approved projects, with remaining balances:

District	Geographic Description of District	Funding Available	Project	Funding Requested	Remaining Balance	Approval
DAC 1	Key West City Limits	$16,868,243	1/15/25: Approved Project: Poinciana Plaza – (14) 1 bedroom units and (6) 2+ bedroom units	$10,000,000	$6,868,243	BOCC Reso 050-2025
DAC 2	Stock Island through West end of 7 Mile Bridge	$2,714,657			$2,714,657	
DAC 3	West end of 7 Mile Bridge thru Long Key Bridge	$6,273,123			$6,273,123	
DAC 4	Long Key Bridge thru Mile Marker 90.939	$3,706,057			$3,706,057	
DAC 5	Mile Market 90.939 to Dade County Line	$5,347,920			$5,347,920	
	Total	**$35,000,000**			$24,910,000	

KEY WEST INTERNATIONAL AIRPORT
Richard Strickland, Executive Director of Airports
3491 South Roosevelt Boulevard, Key West, Florida 33040
305-809-5200 main / 305-292-3578 fax
Strickland-Richard@MonroeCounty-FL.Gov

ENPLANEMENTS & DEPLANEMENTS
- 2025 -

	AMERICAN AIRLINES		SILVER AIRWAYS		DELTA AIR LINES		UNITED AIRLINES		JETBLUE		ALLEGIANT		MONTHLY TOTALS			YEAR TO DATE TOTALS	
Months	ENP	DEP	ENP	DEP	ENP	DEP	ENP	DEP	ENP	DEP	ENP	DEP	ENP	DEP	BOTH	ENP	DEP
JAN	36,567	33,865	5,175	5,954	14,714	13,892	10,702	10,093	2,200	2,572	6,895	6,877	76,253	73,253	149,506	76,253	73,253
FEB	33,904	33,273	2,829	2,967	14,142	13,728	9,741	9,638	2,188	2,992	6,680	6,667	69,484	69,265	138,749	145,737	142,518
MAR													0	0	0	145,737	142,518
APR													0	0	0	145,737	142,518
MAY													0	0	0	145,737	142,518
JUN													0	0	0	145,737	142,518
JUL													0	0	0	145,737	142,518
AUG													0	0	0	145,737	142,518
SEP													0	0	0	145,737	142,518
OCT													0	0	0	145,737	142,518
NOV													0	0	0	145,737	142,518
DEC													0	0	0	145,737	142,518
Totals	**70,471**	**67,138**	**8,004**	**8,921**	**28,856**	**27,620**	**20,443**	**19,731**	**4,388**	**5,564**	**13,575**	**13,544**	**145,737**	**142,518**	**288,255**	**145,737**	**142,518**
YTD Airline Totals	**137,609**		**16,925**		**56,476**		**40,174**		**9,952**		**27,119**		YEAR-TO-DATE TOTAL			**288,255**	
Prior YTD Airline Totals	**137,903**		**16,128**		**55,007**		**50,924**		**11,560**		**21,610**		PRIOR YEAR-TO-DATE TOTAL			**293,132**	
% change		-0.2%		4.9%		2.7%		-21.1%		-14%		25%					-1.7%

MONTHLY	
Total PAX FEBR 2025	**138,749**
Total PAX FRBR 2024	**145,957**
	-7,208
	-4.9%

YEAR-TO-DATE		
Total PAX	**YTD - 2025**	**288,255**
Total PAX	**YTD - 2024**	**293,132**
		-4,877
		-1.7%

KEY WEST INTERNATIONAL AIRPORT
Richard Strickland, Executive Director of Airports
3491 South Roosevelt Boulevard, Key West, Florida 33040
305-809-5200 main / 305-292-3578 fax
Strickland-Richard@MonroeCounty-FL.Gov

LANDINGS
- 2025 -

	AMERICAN AIRLINES	SILVER AIRWAYS	DELTA AIRLINES	UNITED AIRLINES	JETBLUE	ALLEGIANT	MONTHLY TOTALS	YEAR TO DATE TOTALS
Months								
JAN	460	169	135	118	23	72	977	977
FEB	415	82	118	102	23	66	806	1,783
MAR							0	1,783
APR							0	1,783
MAY							0	1,783
JUN							0	1,783
JUL							0	1,783
AUG							0	1,783
SEP							0	1,783
OCT							0	1,783
NOV							0	1,783
DEC							0	1,783
Totals	**875**	**251**	**253**	**220**	**46**	**138**	**1,783**	**1,783**
							YEAR-TO-DATE TOTAL	1,783
Prior YTD Totals	878	282	307	294	58	97	PRIOR YEAR-TO-DATE TOTAL	1,916
% change	-0.34%	-10.99%	-17.59%	-25.17%	-20.69%	42.27%		-6.9%

MONTHLY

TOTAL	FEBR -2025	806
TOTAL	FEBR-2024	933
		-127
		-13.6%

YEAR-TO-DATE

TOTAL	YTD - 2025	1,783
TOTAL	YTD - 2024	1,916
		-133
		-6.9%

KEY WEST INTERNATIONAL AIRPORT
3491 S. Roosevelt Blvd., Key West, FL 33040
(305) 809-5200/ Fax (305) 292-3578

MARKET SHARE REPORT
January 2025

KEY WEST

ON-SITE RENTAL CAR AGENCIES

	January				YEAR-TO-DATE			
	2025		2024		2025		2024	
	$	%	$	%	$	%	$	%
AVIS	480,196.05	17.37%	494,154.33	18.09%	480,196.05	17.37%	494,154.33	18.09%
BUDGET	607,148.46	21.96%	624,610.19	22.86%	607,148.46	21.96%	624,610.19	22.86%
DOLLAR	182,934.88	6.62%	220,665.39	8.08%	182,934.88	6.62%	220,665.39	8.08%
HERTZ	371,727.69	13.45%	347,363.87	12.71%	371,727.69	13.45%	347,363.87	12.71%
THRIFTY	-	0.00%	-	0.00%	-	0.00%	-	0.00%
ENTERPRISE ALAMO combined **NATIONAL**	1,122,790.32	40.61%	1,045,397.40	38.26%	1,122,790.32	40.61%	1,045,397.40	38.26%
Total On-Site	2,764,797.40		2,732,191.18		2,764,797.40		2,732,191.18	
PERCENT CHANGE		**1.19%**				**1.19%**		

OFF-SITE RENTAL CAR AGENCIES

	January				YEAR-TO-DATE			
	2025		2024		2025		2024	
	$	%	$	%	$	%	$	%
ENTERPRISE	-		8,984.89		-		8,984.89	
Total Off-Site	-		8,984.89		-		8,984.89	
PERCENT CHANGE		**-100%**				**-100.00%**		

MONTHLY

Total	2025	2,764,797.40
Total	2024	2,741,176.07
		23,621.33
		0.86%

YEAR-TO-DATE

Total	YTD	2025	2,764,797.40
Total	YTD	2024	2,741,176.07
			23,621.33
			0.86%

FLORIDA KEYS MARATHON AIRPORT

9400 Overseas Highway, Ste. #200. Marathon, FL 33050
(305) 289-6060 / Fax (305) 743-0395

MARKET SHARE REPORT
January 2025

MARATHON

ON-SITE RENTAL CAR AGENCIES

	January				YEAR-TO-DATE			
	2025		2024		2025		2024	
	$	%	$	%	$	%	$	%
AVIS	129,393.33	35.53%	163,864.15	42.01%	129,393.33	35.53%	163,864.15	42.01%
BUDGET	89,671.73	24.63%	80,844.39	20.73%	89,671.73	24.63%	80,844.39	20.73%
ENTERPRISE	145,083.64	39.84%	139,067.67	35.66%	145,083.64	39.84%	139,067.67	35.66%
KWJA	-	0.00%	6,242.75	1.60%	-	0.00%	6,242.75	1.60%
Total On-Site	364,148.70	100.00%	390,018.96	100.00%	364,148.70	100%	390,018.96	100%
Percent Change	**-6.6%**				**-6.6%**			

County of Monroe
The Florida Keys

Monroe County Fire Rescue
7280 Overseas Hwy
Marathon, FL 33050
Phone (305) 289-6005

Monthly Activity Report – March 2025

Fire Rescue

- Fire Chief James Callahan was honored for his service at March's BOCC meeting.
- Representatives of Monroe County Fire Rescue, including the on-duty Battalion Chief and the crew members from Station 9 and the Fire Academy attended the Southern Air Spectacular Show hosting the Blue Angels at the Naval Air Station.
- Crewmembers from Station 10 attended the "Safety Day" event at the Sugarloaf Elementary School.
- Crewmembers from Station 13 attended the Parks and Beaches Spring Break Camp and provided a presentation on Fire Safety.
- Crewmembers from Station 13 made a presentation about "Basic First Aid" to a group of homeschool students from the Lower Keys.
- Crewmembers from Station 8, 9 and 10 with mutual aid provided by NAS and Key West Fire departments extinguished a fire at a single-family residence.
- Crewmembers from Stations 10 and 11 participated in aerial ladder training as part of the firefighter's monthly facility training.
- Chief Colina held the first Chief's meeting at headquarters with all Fire Rescue administrative staff members.

Trauma Star / EMS

- Department representatives successfully completed the state of Florida Department of Health EMS site inspection.
- Trauma Star's second aircraft, grounded due to maintenance, was put back into service at the Lower Keys Medical Center and is back to normal operations.
- Coordinated repairs to the Lower Keys helipad with the Lower Keys Medical Center, Monroe County Sheriff's Office and the County's staff.
- Landing zone training for all department personnel was initiated in preparation for the arrival of the new helicopters.
- Held a Flight team monthly meeting with the Medical Director which included quality assurance and documentation guidelines and feedback, upcoming training and communications.
- Conducted a monthly meeting with the Lower Keys Medical Center, Fisherman's and Mariners hospitals.
- Quality Assurance (QA) / Quality Management (QM) team continued to review all patient care reports completed for the month.
- Conducted a Quality Meeting with the Jackson South Medical Center and Jackson Main to review patient cases and improve care between agencies.

Key West International Airport / Fire Station 7

- Attended each of the EYW Operations Meetings, Construction Meetings, Airlines Meeting and Airport Tenant Meeting.
- Attended first FY 2026 Budget Meeting with FRHQ staff.
- Attended Fire Chief Callahan's Retirement ceremony at the March Board of County Commission meeting.
- Attended Fire Chief Callahan's Retirement luncheon at Fire Rescue headquarters.
- Attended the Pre-Build meeting for EYW's new 3,000 gallon 6 x 6 Crash Truck with manufacturer Oshkosh and Fire Rescue's Fleet Manager.

Fire/EMS Training

- Conducted facility and live fire training for thirty-two (32) firefighters from Stations 22, 18, 17, 13, 11, 10, 9, 8 and 7. This is an ISO requirement for firefighters and the training provided maintains the state fire certifications for personnel.
- Conducted multi-company training for Stations 10 and 11 for "Aerial Operations" providing in-house training for fire operations with engines, tankers and ladders. This will qualify firefighters to be aerial operators enabling personnel to operate the department's aerial apparatus.

Fire Marshal's Office

- Conducted Annual Fire and Life Safety inspections for commercial properties from Key Largo to Stock Island.
- Conducted Vacation Rental Fire and Life Safety inspections for residential properties.
- Conducted Plans Reviews and Inspections for New Construction and Renovation Permits for the building departments in Ocean Reef, the Upper Keys, Middle Keys, and the Lower Keys.
- Held a monthly staff meeting with members of the Fire Marshal's Office.
- Fulfilled five (5) public records requests for documents related to fires and incidents, code and fire and life safety inspections, and property fire investigations.
- Issued two (2) Public Service Announcements to the public regarding creating a "Fire Escape Plan" and a "Wildfire Preparedness Check List."

Grant Administration

- HSAB

  A total of 15 HSAB applications for FY26 have been successfully submitted to Bonfire as of 3/24/25, the deadline for submission is 3/31/25 at 5pm. 33 Florida based organizations have requested a copy of the application from the Bonfire portal. 6 requests for assistance and been submitted in Bonfire and 10 via email since the application period opened on 2/1/25.

- FEMA PA

  The Abatement Plan Activities for the Florida Division of Emergency Management (FDEM)'s F-ROC program were submitted. FDEM's F-ROC team will now review the activities and re-score the Disaster Readiness Assessment (DRA). This final score for the 2025 Hurricane season will determine the percent of the eligible obligated amount that will be dispersed to the County upon obligation of a Public Assistance project.

  Background: FDEM's F-ROC program assists Applicants in identifying risks and developing a plan to abate those risks. Each year the applicant completes the Disaster Readiness Assessment (DRA). From it a score is obtained and recommendations for an abatement plan are provided. Currently the two areas that are assessed are Debris Removal and Emergency Protective Measures.
  Applicants have the potential to receive a score of up to 80%. The Applicant's score directly corresponds to the percent of the eligible obligated amount that will be dispersed to the Applicant upon obligation of the Public Assistance project. Up to 60% of the score comes from the DRA process. Should an applicant be impacted by a storm and be approved for FEMA Public Assistance, an additional 20% may be added to the score for completing the Post Disaster Questionnaire. That 20% is only applied to that storm.
  For the 2025 Hurricane Season, the County received an initial score of 50 for Debris Removal and 53 for Emergency Protective Measures. However, through the abatement process, this score can be increased. From the recommendations provided by the DRA, the County created an abatement plan to mitigate those risks. This plan was submitted in January. The activities from the Abatement Plan were due to be submitted by March 31.

Purchasing

- Purchasing has been working with our dedicated account executive from Amazon Business Prime to maximize our spending power:

- ✓ A County-wide training for those who are purchasing for their departments was held in March. Through this training, attendees learned how to improve efficiency and reduce costs by taking advantage of discount pricing options, utilizing Amazon Business for larger purchases, and using the many ordering tools Amazon has on their Business Platform. Six sessions were held on March 12th, with 31 attending
- ✓ New discounts have been set up in several categories on the Amazon website. Staff will see these discounts automatically.

- The contract for the Conga contract management system is on the agenda for approval at the BOCC March 25th meeting. In addition, the approval of the FTE for a Contract Compliance Administrator is also up for approval at this meeting.

- March 2025 Bid Openings:
  - ✓ Constructing & Maintaining Bus Shelters for the Purpose of Selling and Placing Advertising on Shelters. 2 Bids
  - ✓ Mobile Beachfront Concessions at Higgs Beach. 1 Bid

- Federal Grants Update and Refresher training has been scheduled for May 17th at the Harvey Government Center. This course is designed to help Grant Managers stay up to date on the changing regulatory and legislative requirements, including everything they need to know about the 2024 Uniform Guidance updates, while reinforcing their knowledge of the grant's lifecycle.

- Coral Resilience Grant

  The third quarter report for the Coral Resilience grant was submitted to FDEP on 2/13/24. The report as well as the second reimbursement request for $83,445.80 were approved by FDEP on 3/11/25.

- Cost Allocation Plan

  The consultants met with the last department (Fleet) on 3/18/25. Several reports from Fleet were requested to fine tune the plan. Once these reports are received, a second meeting will be held with Fleet to ensure they agree with the allocations.

- The purchasing policy was recently revised to include the following updates:
  - ✓ Page 64: Section 2.7.--Revised to allow the charges of the school break camp fees
  - ✓ Allow the purchase of SunPass transponders and toll replenishments

- ✓ The following forms were added:
  - Page 77: Permanent Credit Limit Increase
  - Page 78: Temporary Credit Limit Increase

Office of Management & Budget

- An analysis was performed on the Fleet Management Department relating to the internal/external vehicle maintenance billing rates. An updated FY2025 rate was presented. The rate will require a recalculation for next fiscal year once Fleet submits their FY2026 proposed budget on April 16th.

- The GovMax budgeting software was updated to reflect the most up-to-date Position data, including employee salaries, Group Insurance, & Workers Compensation. OMB is waiting on the State to release the new FRS employer contribution rates.

- Our office is continuing to monitor proposed State legislative action which may have budgetary/financial implications for the County.

- OMB held a public hearing during the March BOCC meeting to formally amend the budget of Fund 404 (Key West International Airport). The purpose of the amendment was to bring forward accrued fund balance to be made available for use in the current fiscal year. The hearing received no input from the public and budgets were subsequently updated.

- The Department continues to monitor FY2025 year-to-date revenue and expenditure data. We are currently working on FY2025 estimates which will help determine availability of funds and impact the preparation of the FY2026 proposed budget.

Progress Report for Monroe County BOCC: Artificial Reefs Department

Prepared By: Dr. Hanna Koch

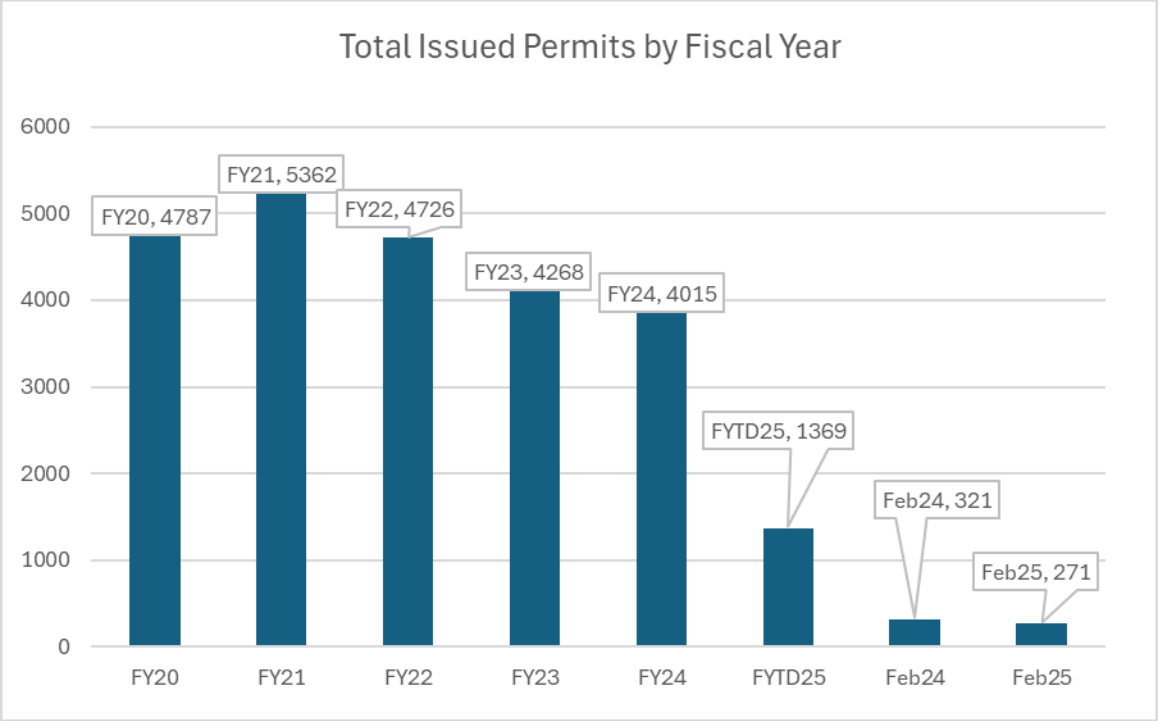
Submitted: 3/26/25

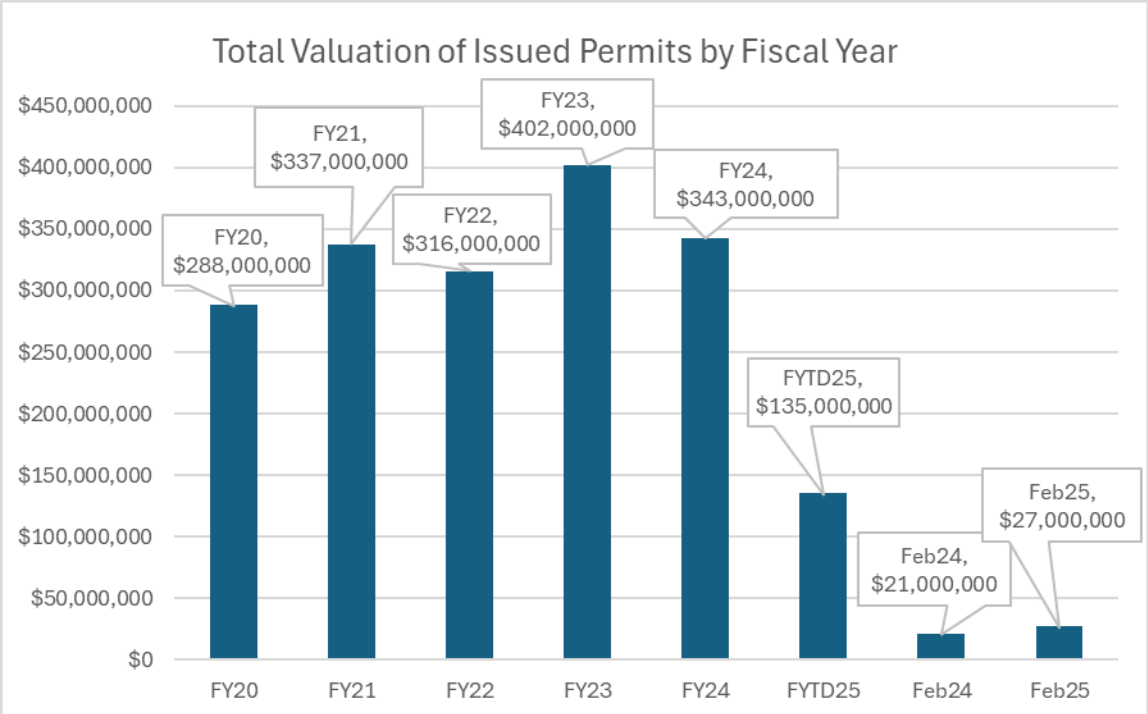
Main Programmatic Points:

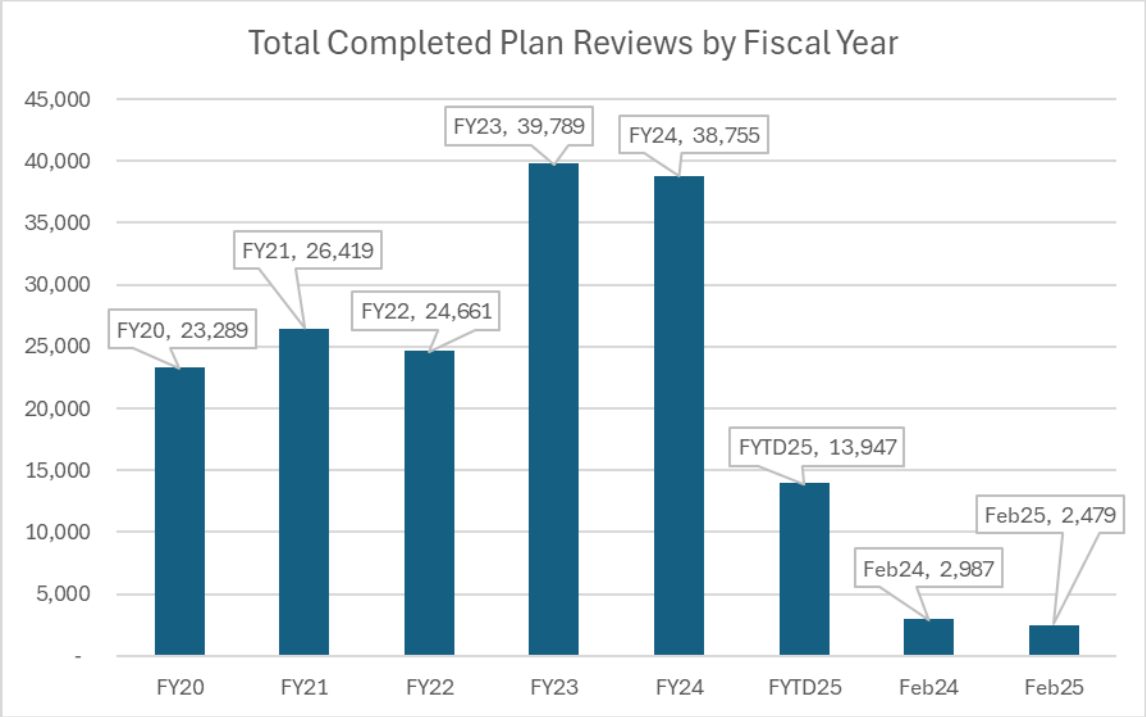
1. Began training and working with Athena Downes, a new hire (FWC Biological Scientist) whose job description includes assisting Dr. Koch with Monroe County artificial reef activities (training with field surveys, permit application preparation and literature review)
2. Received notice from the Army Corps archaeologist that underwater archaeology research and surveys are no longer required for SAJ-2024-04159 (Gulfside 5 Mile AR). This is a major step forward and shows the necessary groundwork being laid to create a roadmap for artificial reef permitting in Monroe County
3. Dr. Koch continues to work on USACE & DEP permit applications for the Gulfside Network project; SAJ-2024-04827 (Gulfside 9 Mile AR) to be submitted next
    a. Site surveys in progress for 5 additional permit applications
4. Habitat Support Structures Working Group (Monroe County, FWC, FKNMS) continues to refine first research permit for artificial reef deployment within the Florida Keys Marine Sanctuary (shallow nearshore hardbottom, bayside off Middle Keys)
    a. Dr. Koch has begun archaeology background research for addressing Section 106 of the National Historic Preservation Act of 1966 (NHPA) and Florida Statute Chapter 267 Historical Resources
    b. Site surveys to document substrate/bottom condition, biological resources, and archaeological resources underway; Site J01 (Long Key) completed 3/26/25
5. Curtis Kruer, biological consultant, completed his delivery of materials and finalized his historical analysis of artificial reef projects in the Keys, which will be used to fulfill -in part- deliverable #1 of the FWC Grant #23132, a 5-yr Artificial Reef programmatic plan
6. Dr. Koch submitted an application to become a member of the Florida Keys National Marine Sanctuary Adaptive Management Working Group, which would develop and submit recommendations to the Florida Keys National Marine Sanctuary Advisory Council and Office of National Marine Sanctuaries on a variety of management measures to address resource threats

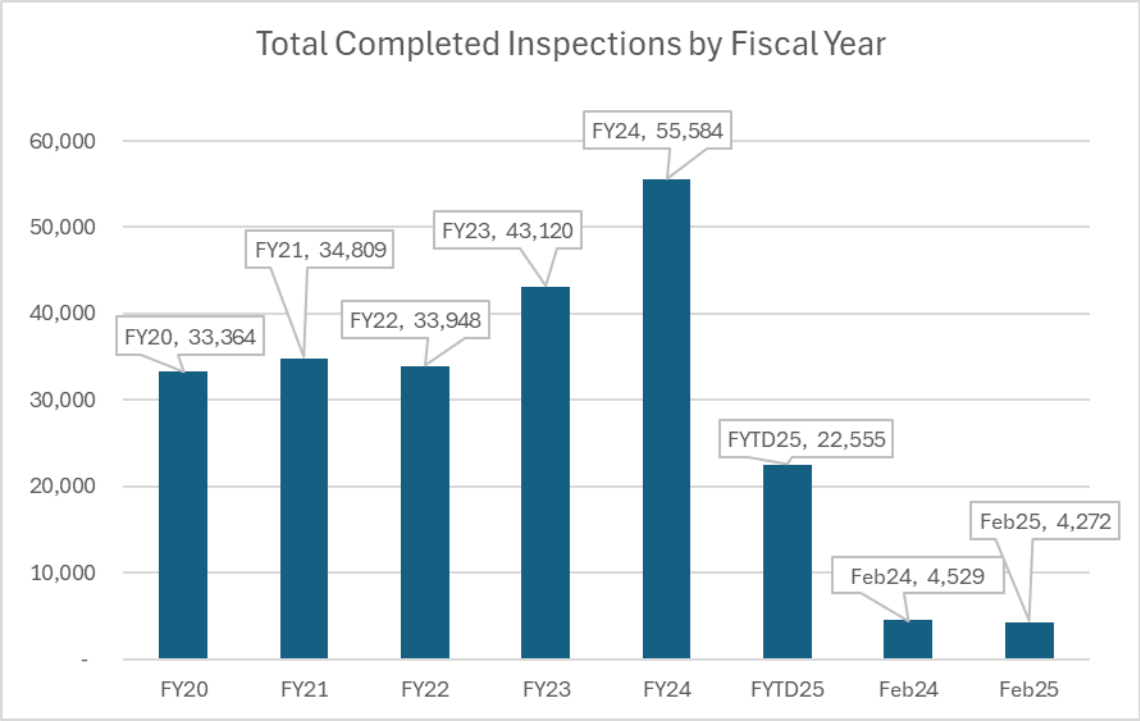
Recent Outreach Activities:

- Dr. Koch attended FL Keys Day in Tallahassee and met with Senator Albritton (Florida Senate President) as well as Jessica Crawford (FWC Chief of Staff) and Roger Young (FWC Executive Director)


Total Issued Permits by Fiscal Year
6000
5000
4000
3000
2000
1000
0
FY20, 4787
FY21, 5362
FY22, 4726
FY23, 4268
FY24, 4015
FYTD25, 1369
Feb24, 321
Feb25, 271
FY20
FY21
FY22
FY23
FY24
FYTD25
Feb24
Feb25


Total Valuation of Issued Permits by Fiscal Year
$450,000,000
$400,000,000
$350,000,000
$300,000,000
$250,000,000
$200,000,000
$150,000,000
$100,000,000
$50,000,000
$0
FY20, $288,000,000
FY21, $337,000,000
FY22, $316,000,000
FY23, $402,000,000
FY24, $343,000,000
FYTD25, $135,000,000
Feb24, $21,000,000
Feb25, $27,000,000
FY20
FY21
FY22
FY23
FY24
FYTD25
Feb24
Feb25


Total Completed Plan Reviews by Fiscal Year
45,000
40,000
35,000
30,000
25,000
20,000
15,000
10,000
5,000
-
FY20, 23,289
FY21, 26,419
FY22, 24,661
FY23, 39,789
FY24, 38,755
FYTD25, 13,947
Feb24, 2,987
Feb25, 2,479
FY20
FY21
FY22
FY23
FY24
FYTD25
Feb24
Feb25


Total Completed Inspections by Fiscal Year
60,000
50,000
40,000
30,000
20,000
10,000
-
FY20, 33,364
FY21, 34,809
FY22, 33,948
FY23, 43,120
FY24, 55,584
FYTD25, 22,555
Feb24, 4,529
Feb25, 4,272
FY20
FY21
FY22
FY23
FY24
FYTD25
Feb24
Feb25

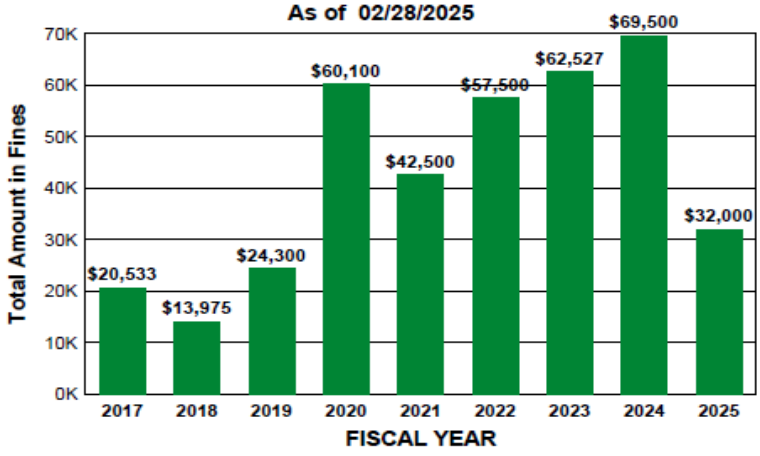
FISCAL YEAR CONTRACTOR INVESTIGATION CASE FINES COLLECTED BY FYR

As of 02/28/2025

	Total
2017	$20,532.90
2018	$13,974.75
2019	$24,300.00
2020	$60,100.00
2021	$42,500.00
2022	$57,500.00
2023	$62,527.00
2024	$69,500.00
2025	$32,000.00

TOTAL FINES COLLECTED FOR UNLICENSED CONTRACTOR VIOLATION CASES

As of 02/28/2025



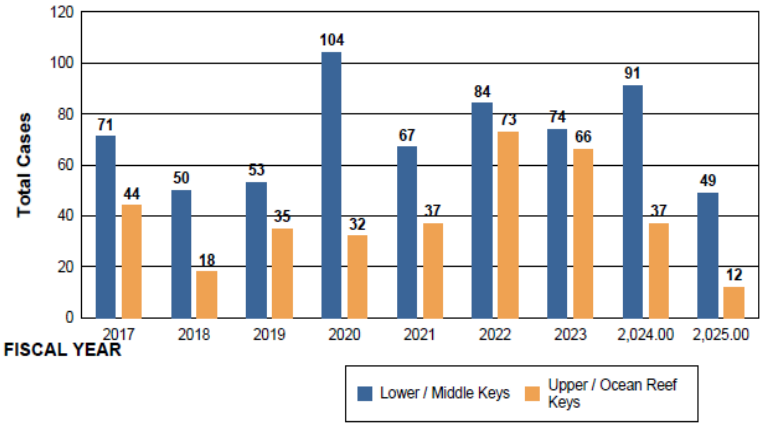
FISCAL YEAR CONTRACTOR INVESTIGATION CASE STATISTICS

As of 02/28/2025

	Total		Lower / Middle Keys	Upper / Ocean Reef Keys
FYR Total	999	2	643	354
2017	115	0	71	44
2018	68	0	50	18
2019	88	0	53	35
2020	136	0	104	32
2021	105	1	67	37
2022	158	1	84	73
2023	140	0	74	66
2024	128	0	91	37
2025	61	0	49	12

TOTAL VIOLATION CASES FOR UNLICENSED CONTRACTORS

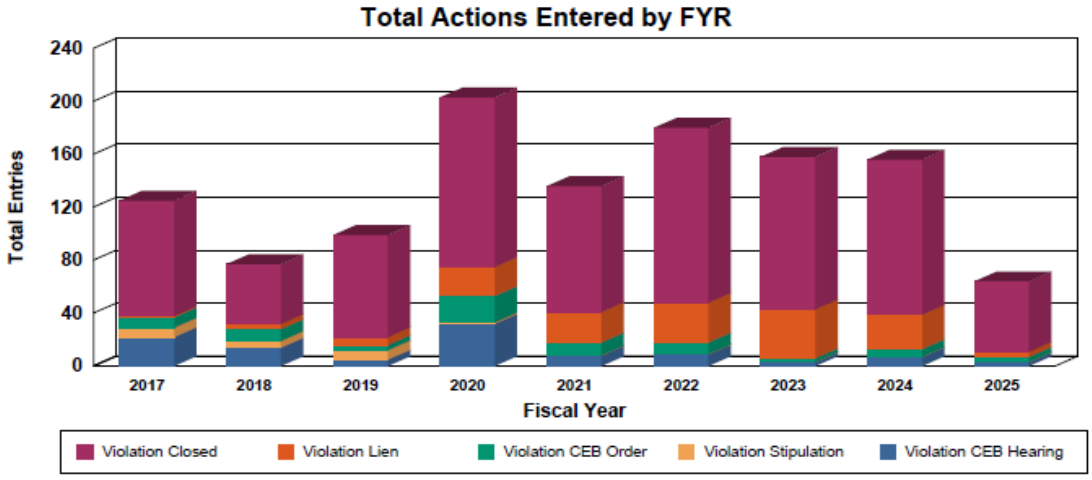
As of 02/28/2025



Unlicensed Contractor Investigator -Summary Joint Report			
Report Start 10/01/2024 -	9/30/2025	ANNUAL	MONTH
			FEBRUARY
PERMIT (Cases)			
Permit Cases:		52	
Open Permits (Cases)		12	9
2024 Citation Fees		$ 31,100.00	$ 3,500.00
2024 Citations fees collected		$ 25,500.00	$ 3,000.00
Stip. Agreements			
Owner/Builder Open Permits-Field investigation contractor spot checks			
Field investigation - Owner/Contractors verification			
		520	62
Misc. Investigations:			
Complaints (&/or other source) reviews & field investigations			
(No Permit case created)		72	12

FISCAL YEAR UNLICENSED CONTRACTOR INVESTIGATION CASE ACTIONS

As of 02/28/2025

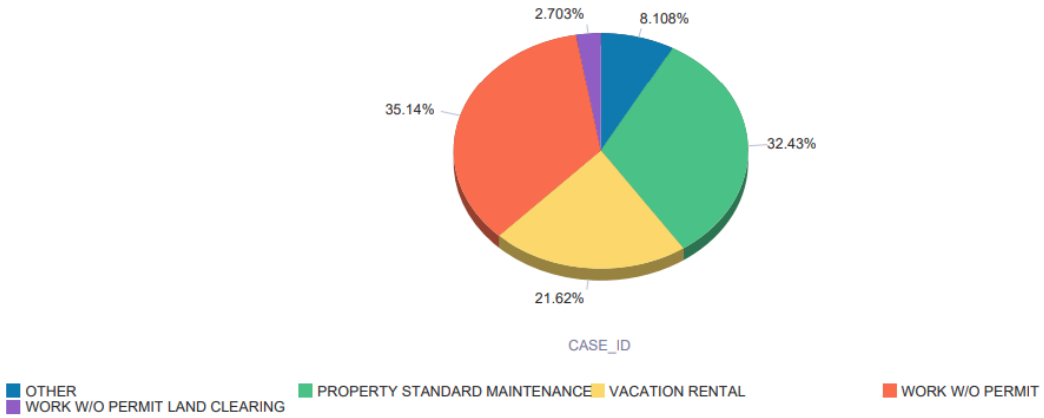


	2017	2018	2019	2020	2021	2022	2023	2024	2025
Violation CEB Hearing	22	14	5	32	8	9	3	7	3
Violation Stipulation	7	5	7	1	0	0	0	0	0
Violation CEB Order	8	9	4	20	10	9	3	6	4
Violation Lien	1	4	6	22	23	30	37	26	4
Violation Closed	87	45	77	128	95	132	115	117	53

CODE COMPLIANCE DEPARTMENT ACTIVITY
February 2025

The month of February saw a higher number of Incidents reported to the previous month. The priority continues to be case types, Vacation Rentals, Work Without Permits/Landclearing. There was a greater percentage of cases gaining compliance resulting in fewer cases scheduled for Special Magistrate hearing.

CASE STATISTICS BY CASE TYPE
As of Mar 26, 2025 - 9:24 AM Community Development (OPAL) All Cases regardless of status.
Cases CREATED from
02/01/2025
Cases CREATED through
02/28/2025



	CASE_ID
OTHER	3
PROPERTY STANDARD MAINTENANCE	12
UNSAFE CONDITIONS	0
VACATION RENTAL	8
WORK W/O PERMIT	13
WORK W/O PERMIT LAND CLEARING	1
Total	37

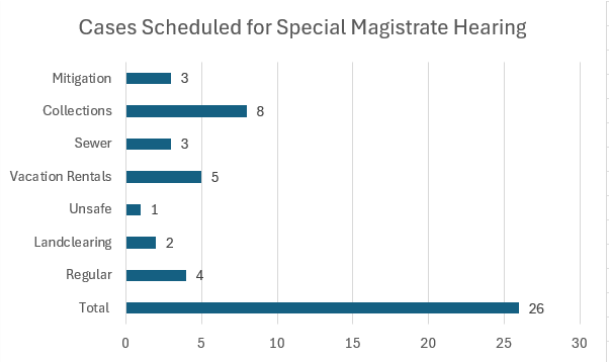
To Note: Other would include Noise, Signs, Parking, etc.

Other Numbers of Interest:

Online Complaints Filed.....20 (1 Vacation Rental)
Referrals to Building Dept..... 1 (Unsafe Structures)
Referrals to Env. Resources..... 1 (Land clearing/Filling)
Referrals to Planning Dept..... 3 (Use Determination)

Public Records Requests..... 50
Liens Filed..... 4
Lien Releases 2
Fine Reduction Requests Reviewed.... 4
Total Fines & Costs Collected .....$44,370.20(Fines/Costs/ATF Fees)
Cases placed on BOCC agenda..... 2

There were twenty-six (26) cases scheduled for the Special Magistrate hearing held on February 27, 2025. There were no cases compliant prior to hearing. One property owner chose not to dispute the violations and signed a Stipulated Agreement. Four out of five Vacation Rentals cases were found in violation with one case being continued. One-time penalties were assessed totaling $26,000.00.



The department continues efforts to fill a vacancy for a general code inspector in the Marathon office. Interviews have been scheduled with final selection within a few weeks. Inspectors in the Key Largo office are assisting to assure adequate coverage in the Lower Keys.

Emergency Management March 2025

- Facilitated Monroe Emergency Reserve Coprs (MERC) annual shelter training at Tavernier, Marathon, and Sugarloaf.
- Facilitated New User WebEOC Training a Murray Nelson Govt Center.
- Held Crisis Track Demo for county officials at EOC in Marathon.
- Participated in Operation Vigilant Sentry Mission briefs.
- Completed G-300 training for one staff member.
- Conducted 3 WebEOC Senior Planner application interviews.
- Participated in Mitigate Florida quarterly meeting with the Florida Division of Emergency Management.
- Conducted SitRep review of Radiological events in WebEOC.
- Updated IAP template in WebEOC.
- Held USCG ICS 100, 200, 700, and 800 Training in Emergency Operations Center.
- Conducted Concepts and Objectives meeting for Radiological Reception Center Exercise.
- Conducted annual Shelter Exercise at Sugarloaf School – 30 in attendance.
- Attended Unified Command Meetings in response to traffic disruptions on US1 and Card Sound Road due to Fire 344 in Miami-Dade.
- Completed Mid-Cycle Planning Meeting for 2025 Hurricane Exercise with Early Alert.
- Conducted Key Largo School Site Visit in preparation for Radiological Reception Center Exercise.
- Held Monroe County LMS Plan Update Working Group Meeting #2 – Risk Assessment – at EOC in Marathon. 20 in Attendance.
- Facilitated the Staley Switlik Field Trip to the EOC.
- Participated in the Planning Section Coordinator SME Meeting #2, with FDEM.
- Continued processing Business Re-Entry Placards in preparation for Hurricane Season 2025.
- Participated in Council on Homelessness – Executive Committee Call.

Employee Services Department- February, 2025

Employee Benefits Office

1. Distribution of Weekly Benefits Eblasts (1): BOLO for 2025 Benefits Payroll Deductions
2. Biweekly conference call with benefits consulting team
3. Monthly conference call with ClearTrack HR
4. Employee benefits weekly meetings
5. Employee services monthly meeting
6. Extensive phone/email/in-person support to general benefit questions
7. New Hire benefits enrollment (7)
8. Phone/in-person support for near retirement members (6)
9. Support for active & retired members turning 65 (5)
10. Process terminations (12)
11. Rx support
12. Domestic partnerships (3)
13. Process/Support MN life claims (2)
14. Review monthly age out reports and process removal of overage dependents
15. Monthly OMB-MCSO opt in/out report
16. Prep, review and process payments of monthly invoices
17. Case management review and support
18. Weekly deposits
19. Review bi-weekly payroll deductions registers for all constitutionals
20. First of year payroll proofing for all entities
21. Recruit for Employee Benefits Coordinator Position

Employee Benefits Office

	FEB	MAR	APR	MAY	JUN	JUL
NEW HIRES	**7**	14	10	23	8	19
TERMINATIONS	**12**	15	8	16	12	9
NEW RETIREES MEDICAL	**1**	3	1	1	0	3
NEW RETIREES LIFE ONLY	**1**	1	0	1	1	0
DECEASED # LIFE CLAIMS	**2**	2	5	1	0	2
OTHER COVERAGE CHANGES	**5**	9	7	2	6	6
ACCOUNT CHANGES	**4**	21	14	15	24	18
ACTIVE WITH MEDICAL	**1183**	1182	1190	1196	1194	1209
ACTIVE NONMEDICAL	**119**	119	121	122	120	124
RETIREES WITH MEDICAL	**178**	181	181	181	181	184
RETIREES DVLS ONLY	**176**	176	176	176	176	176
RETIREES WITH LIFE ONLY	**104**	105	102	103	104	102
SURVIVING SPOUSE	**15**	15	16	16	16	16
COBRA	**1**	14	3	3	3	2
WAIVER OF PREMIUM LIFE INS	**0**	0	0	1196	0	0
	AUG	SEP	OCT	NOV	DEC	JAN
NEW HIRES	24	22	21	5	19	18
TERMINATIONS	13	17	19	12	11	10
NEW RETIREES MEDICAL	1	2	0	3	3	1
NEW RETIREES LIFE ONLY	1	0	0	0	0	0
DECEASED # LIFE CLAIMS	1	2	0	3	3	0
OTHER COVERAGE CHANGES	4	7	8	7	7	11
ACCOUNT/TITLE/NAME CHANGES	12	10	12	30	12	4
ACTIVE WITH MEDICAL	1229	1234	1232	1226	1226	1217
ACTIVE NONMEDICAL	128	121	126	125	125	134
RETIREES WITH MEDICAL	185	187	187	190	190	191
RETIREES DVLS ONLY	176	176	176	176	176	176
RETIREES WITH SUB/LIFE ONLY	103	103	103	103	103	103
SURVIVING SPOUSE	16	16	16	16	16	16
COBRA	2	2	2	2	3	1
WAIVER OF PREMIUM LIFE INS	0	0	0	0	0	0

Human Resources Office

Sr. HR Administrator Monthly Report for February 2025

- Reviewed salary analysis forms for all departments with above entry new hires
- Processed and assisted employees with FMLA **0 employees processed**
- Attended Career Service Council Hearing
- Preparation and attendance for IAFF Union Bargaining Sessions
- Finalized IAFF Union Bargaining Collective Bargaining Agreement
- Reviewed Administrative Instructions and drafted 4702 Sick Leave Pool
- Processed Workday transactions for departments
- Discussed Solid Waste salaries and compared with other counties
- Discussed and reviewed the Educational Reimbursement Program
- Human Resources staff attended SHRM meeting – topic *"Leadership Truth Bombs"*
- Attended Monroe County School District Career Fair – three locations
- Remote Worker Policy Committee Meeting
- Provided Salary Increase report to the Commissioners

Recruiting Stats for February 2025

- For February 2025, the County had **29** open positions for which we received: **78** total applications: **3** internal and **60** external. Of the total applications, **68** were deemed to have met the minimum requirements for the positions to which they applied, **10** did not qualify, and **0** withdrew their application. Of our total external applications, **15** are reapplying, and **63** are new applicants.
- Of our **29** openings, **13** were closed/filled, **1** position was re-posted from a previous posting, **10** were new postings, and **12** remained posted.

Turnovers:
We had **4** new hires, **0** temporary hires, and **0** promotions.

- ***We had a total of **_4_** resignations/retirements/terminations and **_0** Deceased for the month of **February 2025**:

Resignations average year to date **1.46** %
Retirements average year to date **0.65** %

Countywide Turnover by Month

Avg. Headcount		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Annual
513	2015	5	7	10	6	12	7	3	8	6	8	2	4	78
525	2016	6	4	4	6	7	10	3	4	7	9	9	4	73
533	2017	10	8	10	3	9	4	7	11	7	4	10	3	86
538	2018	10	6	4	6	11	6	6	5	4	7	7	1	73
526	2019	7	5	11	1	4	4	3	12	6	3	5	5	66
551	2020	6	7	6	2	3	8	2	8	12	8	5	2	69
597	2021	4	3	5	4	6	6	5	7	6	10	3	3	62
603	2022	4	5	5	7	4	6	13	4	2	2	6	6	64
615	2023	6	4	5	5	8	12	8	8	8	3	0	4	71
627	2024	4	8	2	5	8	6	6	10	7	4	6	9	75
617	2025	*9*	*4*											*13*

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Annual
2015	0.97%	1.36%	1.95%	1.17%	2.34%	1.36%	0.58%	1.56%	1.17%	1.56%	0.39%	0.78%	15.20%
2016	1.14%	0.76%	0.76%	1.14%	1.33%	1.90%	0.57%	0.76%	1.33%	1.71%	1.71%	0.76%	13.90%
2017	1.88%	1.50%	1.88%	0.56%	1.69%	0.75%	1.31%	2.06%	1.31%	0.75%	1.88%	0.56%	16.14%
2018	1.86%	1.12%	0.74%	1.12%	2.04%	1.12%	1.12%	0.93%	0.74%	1.30%	1.30%	0.19%	13.57%
2019	1.33%	0.95%	2.09%	0.19%	0.76%	0.76%	0.57%	2.28%	1.14%	0.57%	0.95%	0.95%	12.55%
2020	1.09%	1.27%	1.09%	0.36%	0.54%	1.45%	0.36%	1.45%	2.18%	1.45%	0.91%	0.36%	12.52%
2021	0.67%	0.50%	0.84%	0.67%	1.01%	1.01%	0.84%	1.17%	1.01%	1.68%	0.50%	0.50%	10.39%
2022	0.66%	0.83%	0.83%	1.16%	0.66%	1.00%	2.16%	0.66%	0.33%	0.33%	1.00%	1.00%	10.61%
2023	0.98%	0.65%	0.81%	0.81%	1.30%	1.95%	1.30%	1.30%	1.30%	0.49%	0.00%	0.65%	11.54%
2024	0.64%	1.28%	0.32%	0.80%	1.28%	0.96%	0.96%	1.59%	1.12%	0.64%	0.96%	1.44%	11.96%
2025	*1.46%*	*0.65%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*2.11%*

Resignations and Terminations by Month

Avg. Headcount		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Annual
513	2015	4	5	9	4	8	5	2	8	4	6	2	4	61
525	2016	4	3	2	5	6	5	3	3	6	7	7	2	53
533	2017	7	5	8	2	5	2	6	9	5	4	7	3	63
538	2018	9	3	3	4	9	8	6	4	3	4	5	1	59
526	2019	6	3	8	1	4	3	3	11	4	2	5	4	54
551	2020	4	6	4	1	2	8	1	6	10	5	3	2	52
597	2021	2	2	3	3	3	5	5	6	5	7	2	2	45
603	2022	3	3	4	7	2	5	9	4	2	1	5	3	48
615	2023	3	3	2	5	8	8	6	8	6	3	0	4	56
627	2024	3	6	2	2	8	4	5	9	7	3	5	9	63
617	2025	*7*	*2*											*9*

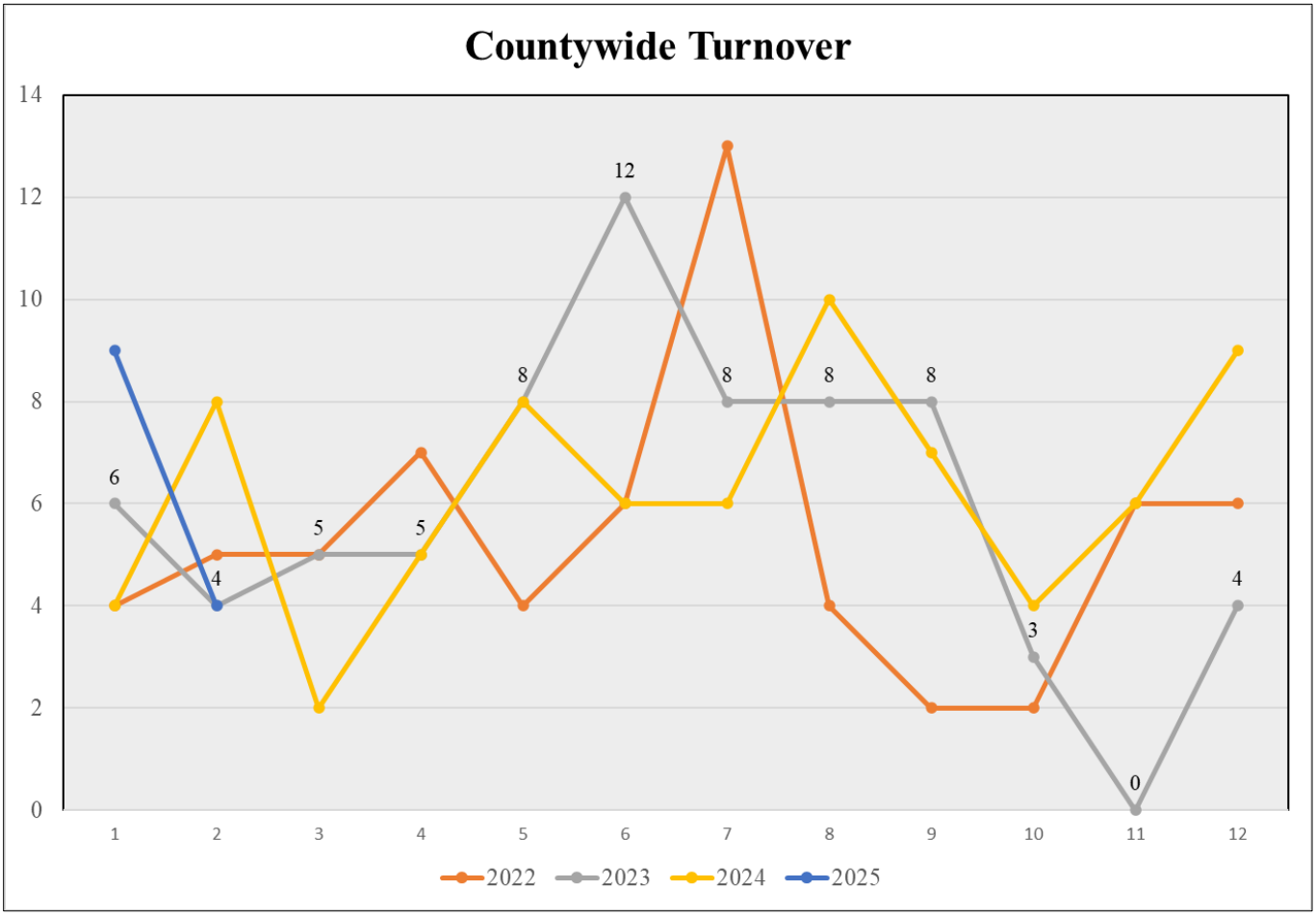
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Annual
2015	0.78%	0.97%	1.75%	0.78%	1.56%	0.97%	0.39%	1.56%	0.78%	1.17%	0.39%	0.78%	11.89%
2016	0.76%	0.57%	0.38%	0.95%	1.14%	0.95%	0.57%	0.57%	1.14%	1.33%	1.33%	0.38%	10.10%
2017	1.31%	0.94%	1.50%	0.38%	0.94%	0.38%	1.13%	1.69%	0.94%	0.75%	1.31%	0.56%	11.82%
2018	1.67%	0.56%	0.56%	0.74%	1.67%	1.49%	1.12%	0.74%	0.56%	0.74%	0.93%	0.19%	10.97%
2019	1.14%	0.57%	1.52%	0.19%	0.76%	0.57%	0.57%	2.09%	0.76%	0.38%	0.95%	0.76%	10.27%
2020	0.73%	1.09%	0.73%	0.18%	0.36%	1.45%	0.18%	1.09%	1.81%	0.91%	0.91%	0.36%	9.44%
2021	0.34%	0.34%	0.50%	0.50%	0.50%	0.84%	0.84%	1.01%	0.84%	1.17%	0.34%	0.34%	7.54%
2022	0.50%	0.50%	0.66%	1.16%	0.33%	0.83%	1.49%	0.66%	0.33%	0.17%	0.83%	0.50%	7.96%
2023	0.49%	0.49%	0.33%	0.81%	1.30%	1.30%	0.98%	1.30%	0.98%	0.49%	0.00%	0.65%	9.11%
2024	0.48%	0.96%	0.32%	0.32%	1.28%	0.64%	0.80%	1.44%	1.12%	0.48%	0.80%	1.44%	10.05%
2025	*1.13%*	*0.32%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*1.46%*

Retirements (and Deaths) By Month

Avg. Headcount		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Annual
513	2015	1	2	1	2	4	2	1	0	2	1	0	0	16
525	2016	2	1	2	1	1	5	0	1	1	2	2	2	20
533	2017	3	3	2	1	4	2	1	2	2	0	3	0	23
538	2018	1	3	1	2	2	2	0	1	1	3	2	0	18
526	2019	1	2	3	0	0	1	0	1	2	1	0	1	12
551	2020	2	1	4	1	1	0	1	2	2	3	2	0	19
597	2021	2	1	2	1	3	1	0	1	1	3	1	1	17
603	2022	1	2	1	0	2	1	4	0	2	1	1	3	18
615	2023	1	1	3	0	0	4	2	0	2	0	0	0	13
627	2024	1	2	0	3	0	2	1	1	0	1	1	0	12
617	2025	*2*	*2*											*4*

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Annual
2015	0.19%	0.39%	0.19%	0.39%	0.78%	0.39%	0.19%	0.00%	0.39%	0.19%	0.00%	0.00%	3.12%
2016	0.38%	0.19%	0.38%	0.19%	0.19%	0.95%	0.00%	0.19%	0.19%	0.38%	0.38%	0.38%	3.81%
2017	0.56%	0.56%	0.38%	0.19%	0.75%	0.38%	0.19%	0.38%	0.38%	0.00%	0.56%	0.00%	4.32%
2018	0.19%	0.56%	0.19%	0.37%	0.37%	0.37%	0.00%	0.19%	0.19%	0.56%	0.37%	0.00%	3.35%
2019	0.19%	0.38%	0.57%	0.00%	0.00%	0.19%	0.00%	0.19%	0.38%	0.19%	0.00%	0.19%	2.28%
2020	0.36%	0.18%	0.73%	0.18%	0.18%	0.00%	0.18%	0.36%	0.36%	0.54%	0.36%	0.00%	3.45%
2021	0.34%	0.17%	0.34%	0.17%	0.50%	0.17%	0.00%	0.17%	0.17%	0.50%	0.17%	0.17%	2.85%
2022	0.17%	0.33%	0.17%	0.00%	0.33%	0.17%	0.66%	0.00%	0.33%	0.17%	0.17%	0.50%	2.99%
2023	0.16%	0.16%	0.49%	0.00%	0.00%	0.65%	0.33%	0.00%	0.33%	0.00%	0.00%	0.00%	2.11%
2024	0.16%	0.32%	0.00%	0.48%	0.00%	0.32%	0.16%	0.16%	0.00%	0.16%	0.16%	0.00%	1.91%
2025	*0.32%*	*0.32%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.65%*

Human Resources – Turnover Report



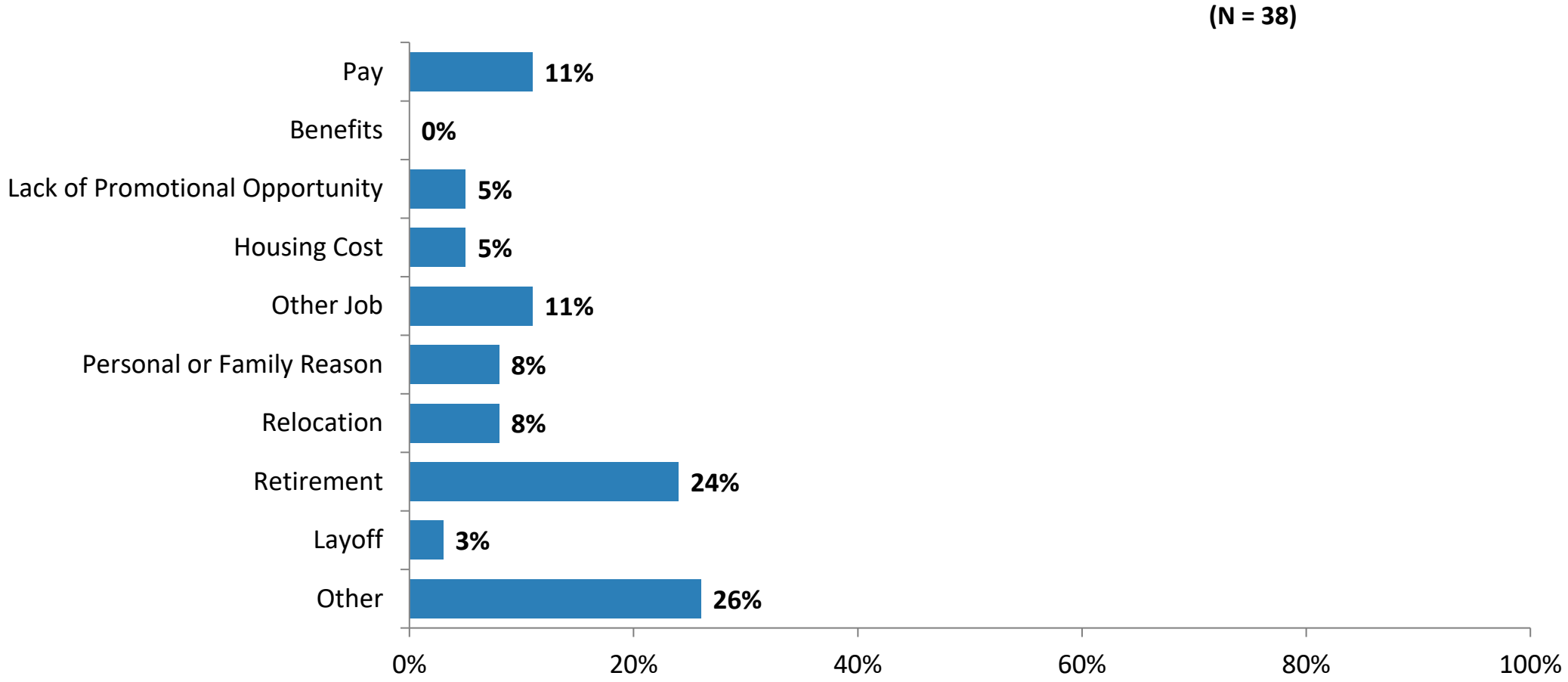
Termination Date	Employee	Position	Primary Termination Reason
2/14/2025	Alejandro Vazquez	Firefighter EMT	Other Employment
2/14/2025	Jesus Ramirez	Inspector II/Plans Examiner Plumbing/Mechanical	Resignation - Moved
2/28/2025	Lourdes Garcia Martinez	Maintenance Worker 1	Retired
2/28/2025	Ricardo Torres	Maintenance Worker 3	Retired

Monroe County BOCC Exit Interview Survey

February - 2025

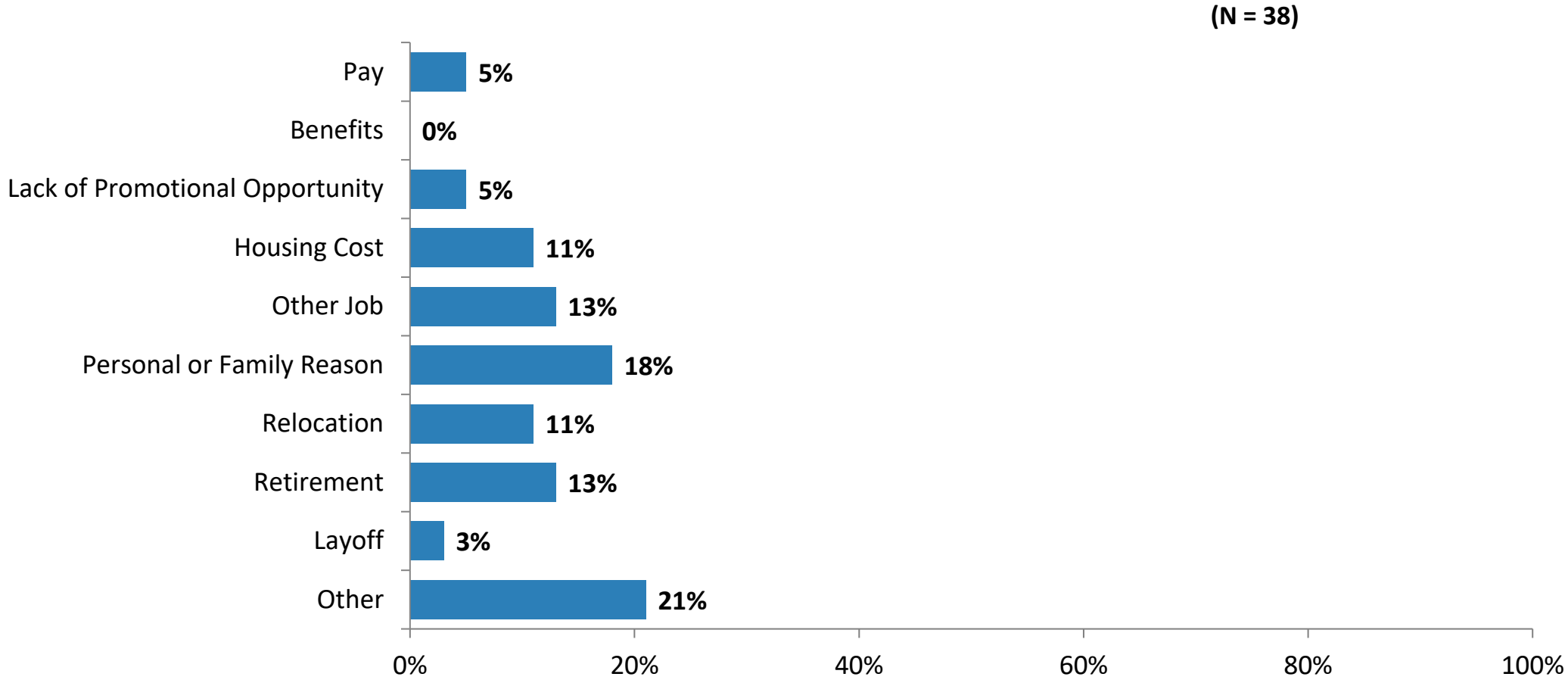
© 202 2195

What is the primary reason you are leaving employment with Monroe County?



© 202 2196

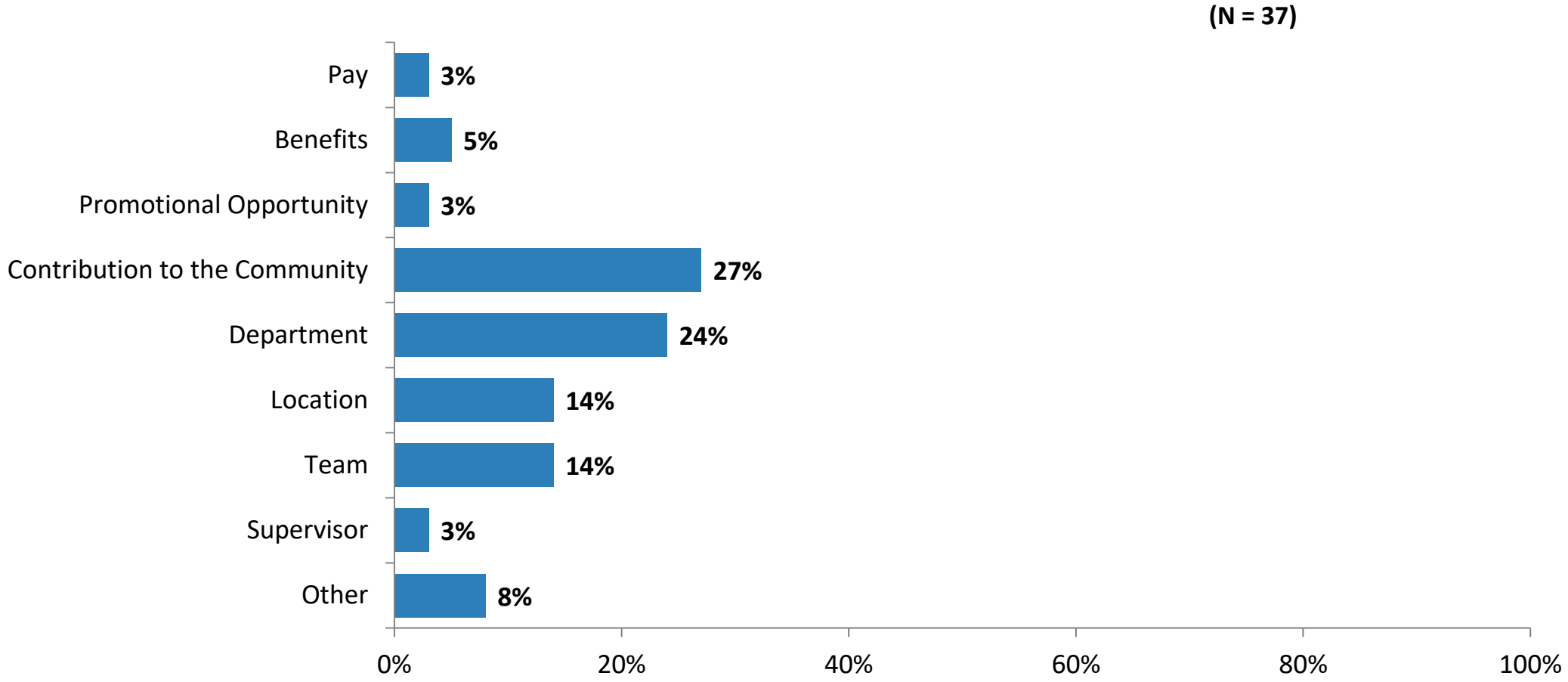
What is the secondary reason you are leaving employment with Monroe County?



sogolytics

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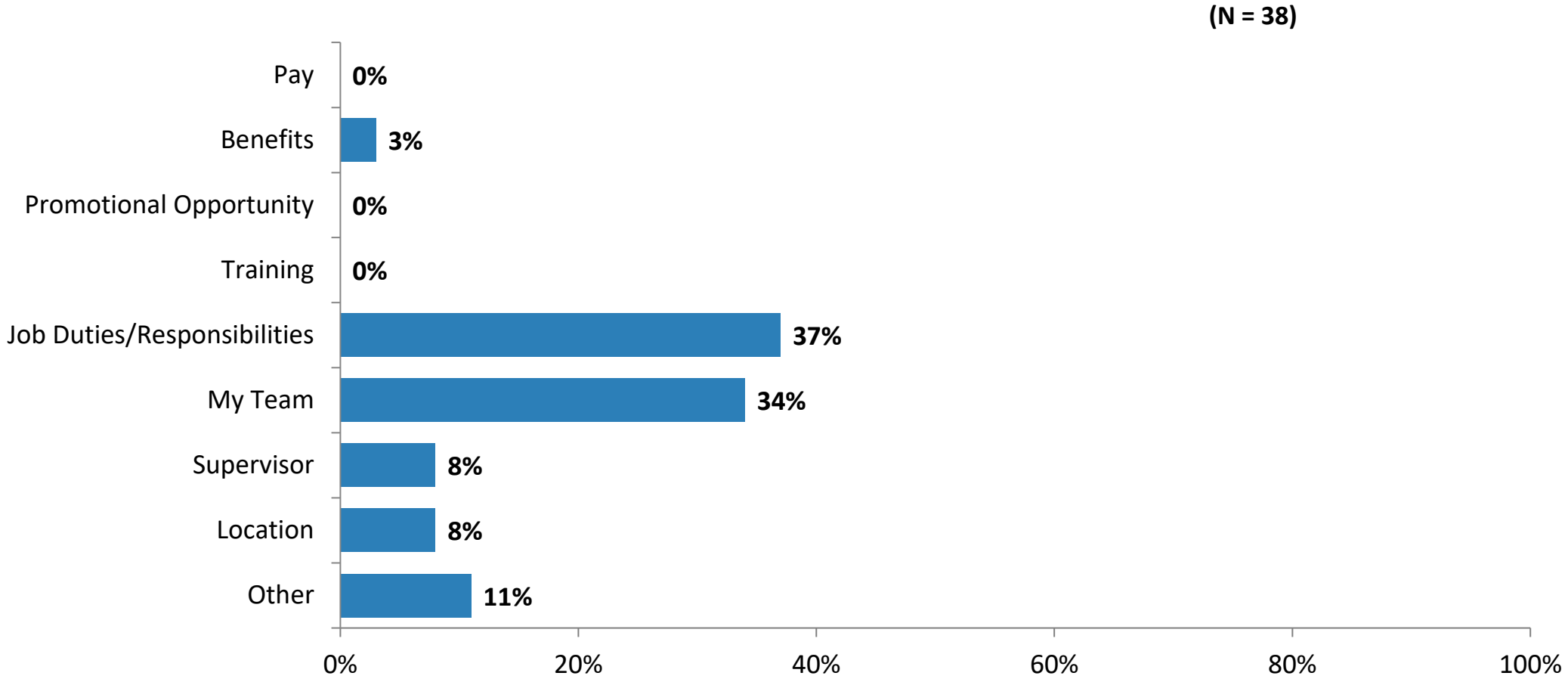
What did you like most about working for Monroe County overall?



sogolytics

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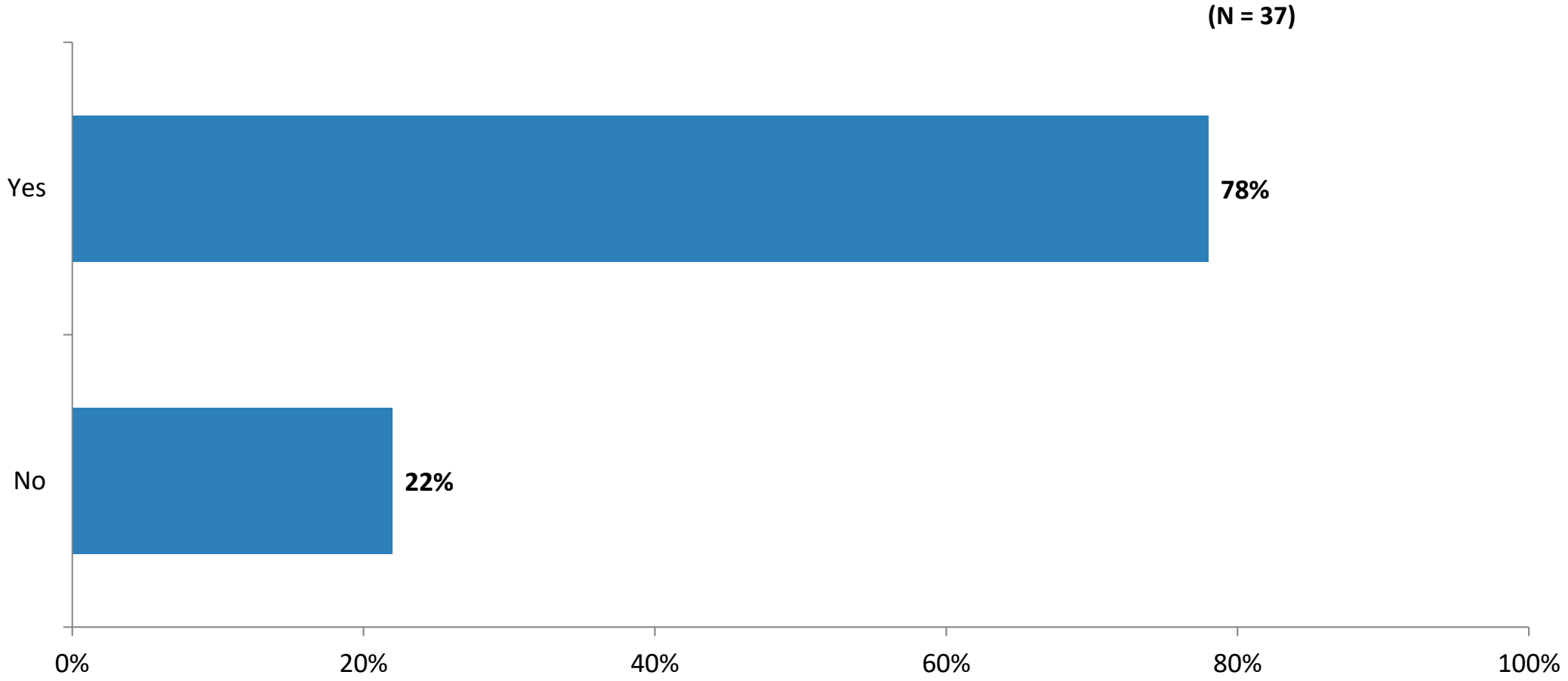
What did you like most about working for your department?



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© 202 2199

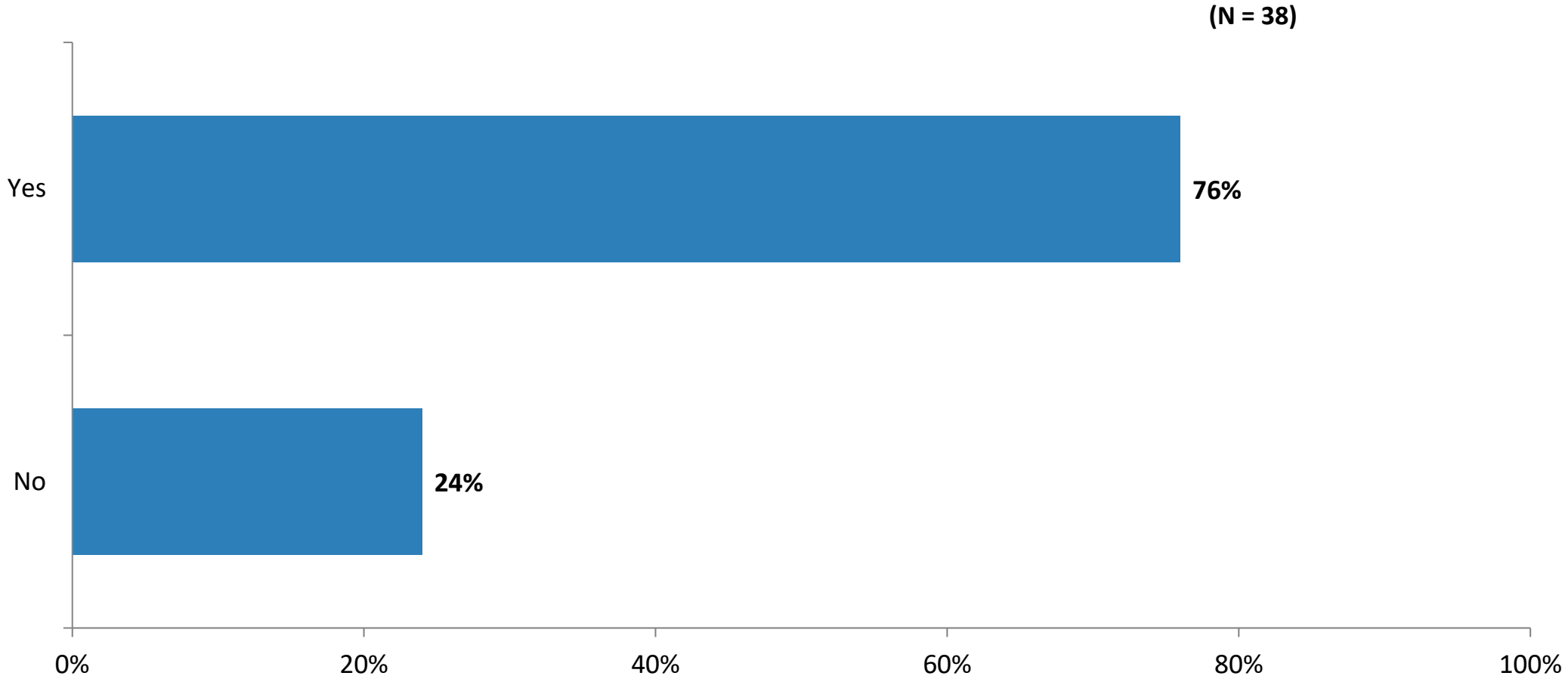
Did you feel you received adequate training to succeed in your position?



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© 202 2200

Did you feel you had the tools and equipment needed to succeed at your job?

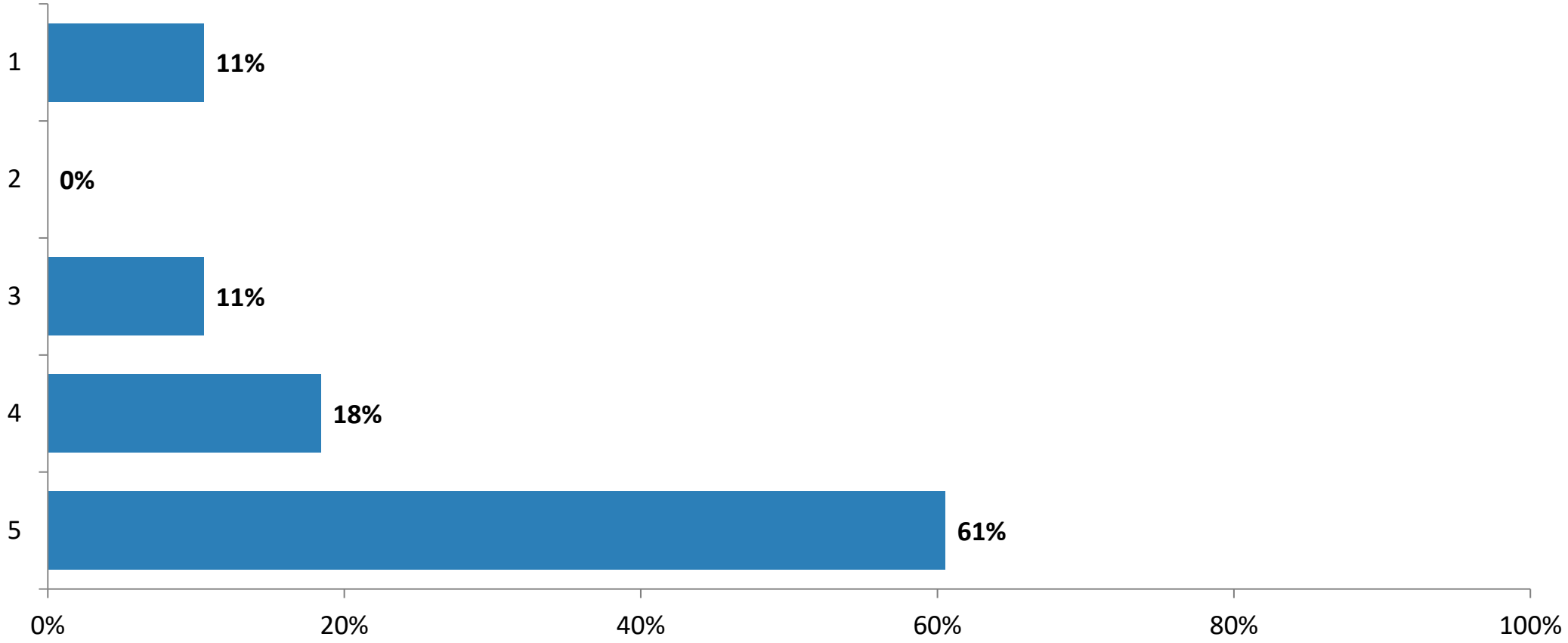


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How would you rate your working relationship with your supervisor? (5 = Best)

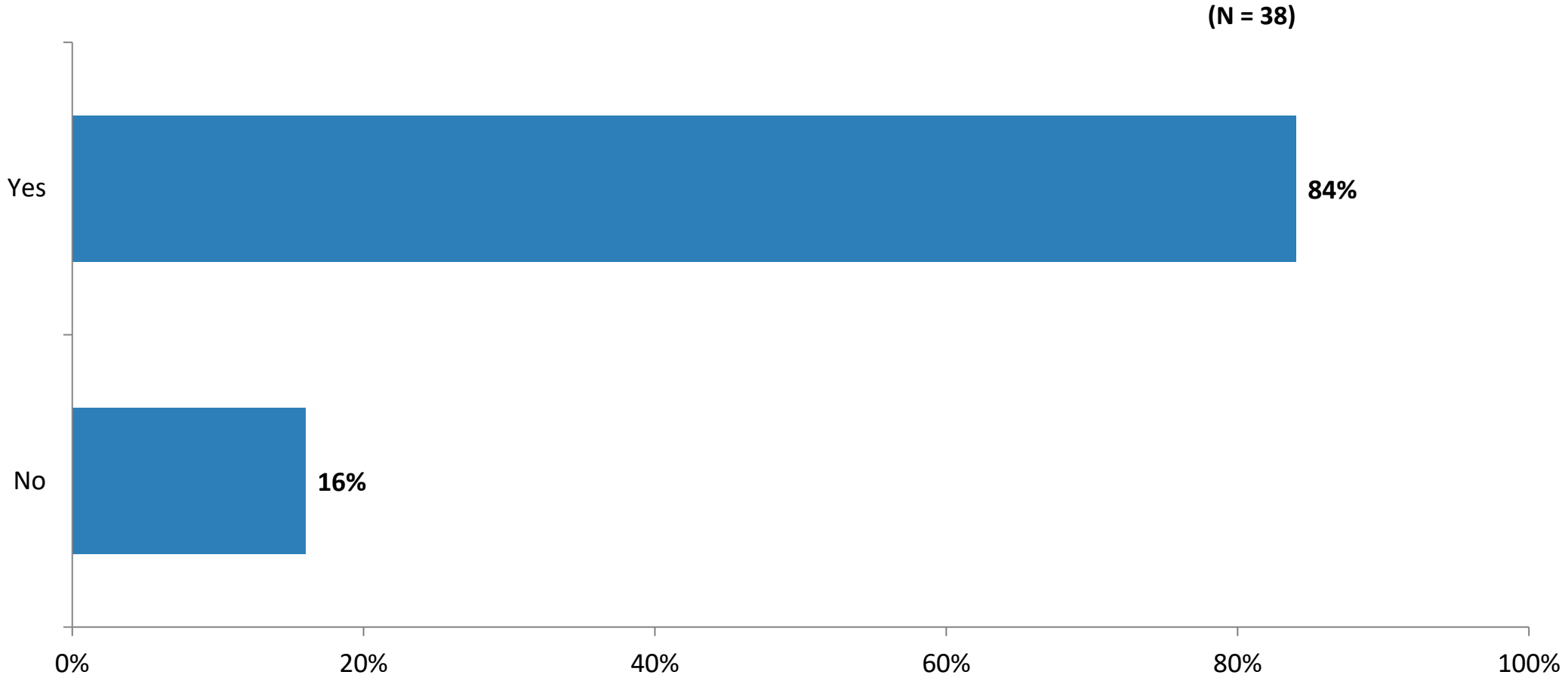
Weighted Score: 4.18 | (N = 38)



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Would you recommend Monroe County to others as a place to work?



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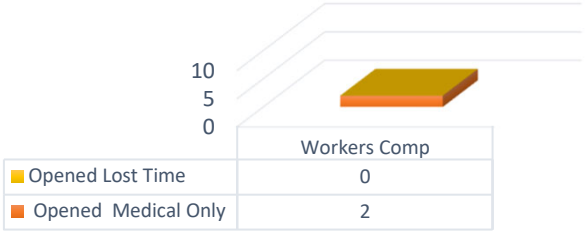
Safety and Security Office

The Safety and Security Office began the next facility for the installation of access control systems at The Historic Courthouse in downtown Key West.

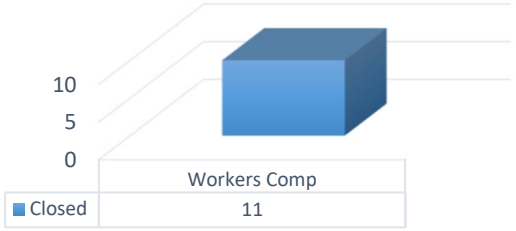
Relation

Monthly Performance Monitor
Client Name: Monroe County Board of County Commissioners
As of 2/27/25

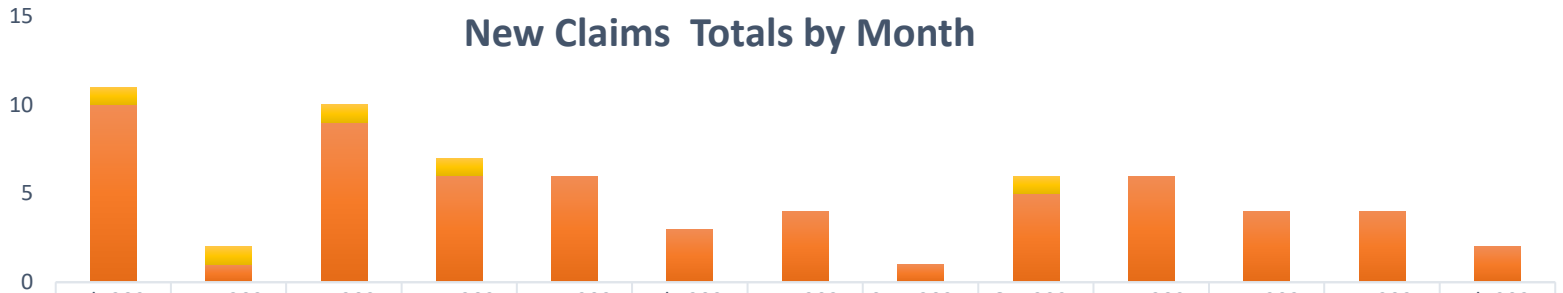
Feb. 2025- Claims Opened



Feb. 2025- Claims Closed



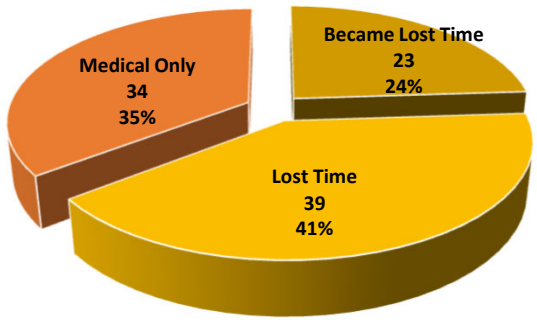
New Claims Totals by Month



	Feb.2024	Mar.2024	Apr. 2024	May.2024	June.2024	July.2024	Aug.2024	Sep. 2024	Oct.2024	Nov. 2024	Dec. 2024	Jan. 2025	Feb.2025
WC Lost Time	1	1	1	1					1				
WC Med Only	10	1	9	6	6	3	4	1	5	6	4	4	2

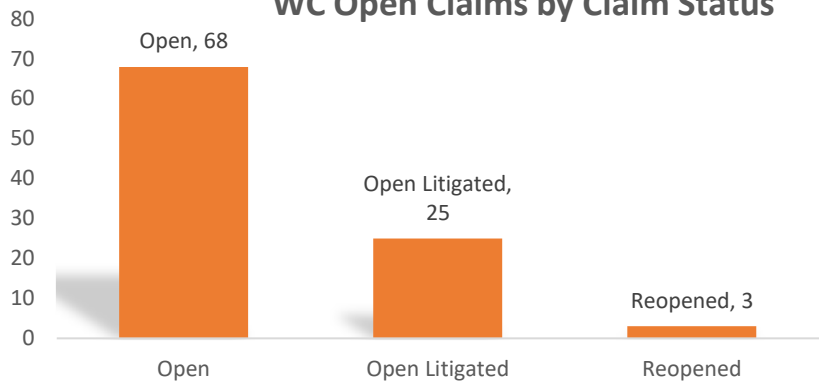
Current Open Claims Distribution

Total Open Claims by Claim Type



Total Open Claims : 96

WC Open Claims by Claim Status



PLANNING AND ENVIRONMENTAL RESOURCES DEPARTMENT

The goal of the Monroe County Planning and Environmental Resources Department is to foster sustainable, quality development in the county while conserving and promoting stewardship of the county's fragile environment and the unique character of its diverse island communities.

The functions of this department are implemented by the following offices:

The **Planning Office** is responsible for the administration of the adopted Monroe County Comprehensive Plan and Land Development Regulations. The Department processes amendments to the Comprehensive Plan and Land Development Regulations. Additionally, the department reviews development proposals for compliance with the Comprehensive Plan and Land Development Regulations, including community character, growth management provisions and environmental compliance.

The **Environmental Resources Office** services include the review of applications for compliance with environmental regulations such as: clearing limits, wetland delineation, landscaping, storm water, land clearing, and FEMA required review of potential endangered species impacts under the Permit Referral Process (PRP).

The **Environmental Restoration Office** manages the County's habitat restoration and improvement projects to enhance and preserve county-owned lands and partners with State and Federal agencies on maintaining conservation lands, specifically covering the removal of invasive exotic species and planting of native species.

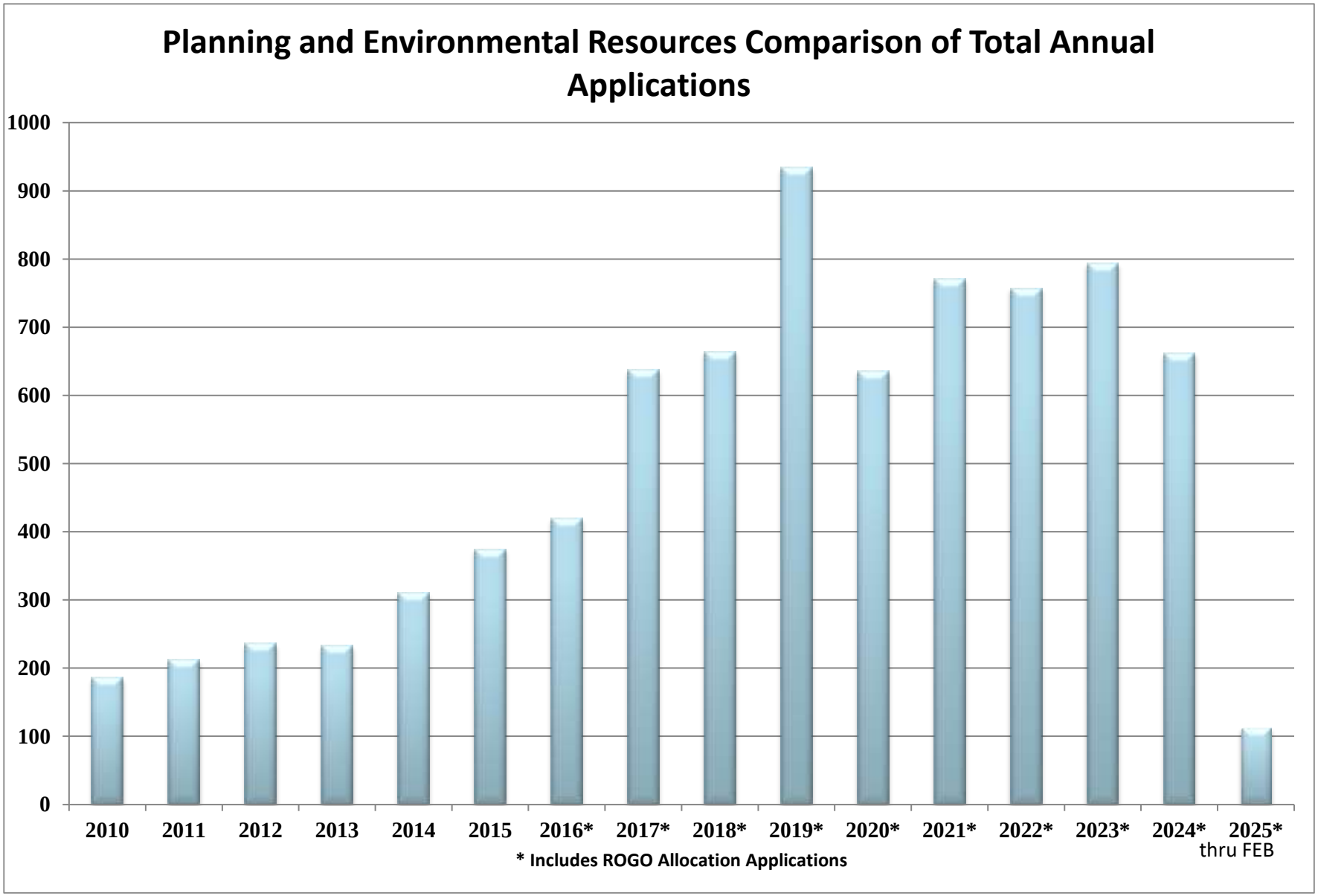
The **Geographical Information Systems (GIS) Office** develops, maintains, and disseminates geographic data and GIS resources to enhance county functions and provides resources making geographic data available to the public and preparing maps depicting various data.

The **Marine Resources Office** provides a variety of services focusing on protection of the marine environment, the provision of maritime infrastructure, and the preservation of public water access, including: (1) vessel pump-out services are provided throughout unincorporated Monroe County; (2) the removal and disposal of derelict and abandoned vessels that have become an environmental or navigational hazard; and (3) working with FWC funded projects to replace regulatory buoys, channel markers, and other waterway management needs to improve recreational boating access and safety.

Special Note for March, April, May, & June 2020: The Monroe County Planning & Environmental Resources offices closed effective March 23, 2020, in response to the COVID-19 pandemic. Limited applications were accepted after that date. Effective April 27, 2020, the only applications not accepted: initial vacation rentals & vacation rental exemptions, public assembly permits, alcoholic beverage permits, and dog in restaurant permits. **All applications accepted as of June 1, 2020. Offices fully reopened on April 12, 2021.**

***Special Note for September 2022*:** The Monroe County Planning & Environmental Resources offices were closed for 3 days (September 27, 28 & 29) due to Hurricane Ian.

***Special Note for September 2024*:** The Monroe County Planning & Environmental Resources offices were closed for one (1) day on September 26th due to Tropical Storm/Hurricane Helene.


Planning and Environmental Resources Comparison of Total Annual Applications
1000
900
800
700
600
500
400
300
200
100
0
2010
2011
2012
2013
2014
2015
2016*
2017*
2018*
2019*
2020*
2021*
2022*
2023*
2024*
2025*
thru FEB
* Includes ROGO Allocation Applications

	2021				
Application Type	**1 Qtr. Total**	**2 Qtr. Total**	**3 Qtr. Total**	**4 Qtr. Total**	**Annual Total**
Alcoholic Beverage	1		2	1	4
Appeals & Settlements	2	2	1	3	8
Development Agreements	1				1
Environmental Resources	7	6	10	7	30
FLUM Amendments					
Historic Preservation	6	9	8	5	28
Home Occupation				2	2
LDRD		1	2		3
LUD Amendments					
Major Conditional Use	1		1	3	5
Minor Conditional Use	3	4	4	5	16
NROGO					
Other Traffic Reviews	1		3	1	5
Plats		1		4	5
Pre-App	17	24	22	17	80
Public Assembly		2	2	3	7
Road Abandonment	1		1		2
ROGO/ROGO Exemptions	55	58	80	68	261
Shoreline Approvals					
TDR					
Temp Const Staging			2		2
Text Amendments		2	5	1	8
Tier Amendment	1				1
Time Extensions			6	1	7
TRE transfer		1			1
Vacation Rentals	40	75	66	74	255
Variance	8	8	9	11	42
Variance - Dock (Long)		1	1		2
Variance - PC		4		4	8
Total	**144**	**198**	**225**	**203**	***770***

	2022				
Application Type	**1 Qtr. Total**	**2 Qtr. Total**	**3 Qtr. Total**	**4 Qtr. Total**	**Annual Total**
Alcoholic Beverage	1		1	3	5
Appeals & Settlements		1	2		3
Development Agreements			1		1
Environmental Resources	7	8	14	19	48
FLUM Amendments	1	2	2		5
Historic Preservation	7	1	3	4	15
Home Occupation					
LDRD	5	1	4	2	12
LUD Amendments	4	2	1	1	8
Major Conditional Use	1		2		3
Minor Conditional Use	3	1	2	2	8
NROGO			1		1
Other Traffic Reviews	3	1		1	5
Plats	1	1		2	4
Pre-App	16	22	13	22	73
Public Assembly	2	2	1	5	10
Road Abandonment		2	1		3
ROGO/ROGO Exemptions	80	55	69	53	257
Shoreline Approvals			1		1
TDR		1			1
Temp Const Staging		3		1	4
Text Amendments	4	8	1	1	14
Tier Amendment					
Time Extensions				2	2
TRE transfer		1	2	1	4
Vacation Rentals	49	61	69	59	238
Variance	5	3	3	7	18
Variance - Dock (Long)	1	3	2	1	7
Variance - PC	2		1	4	7
Total	**192**	**179**	**196**	**190**	***757***

	2023				
Application Type	**1 Qtr. Total**	**2 Qtr. Total**	**3 Qtr. Total**	**4 Qtr. Total**	**Annual Total**
Alcoholic Beverage	3	1	3	2	9
Appeals & Settlements	1	2			3
Development Agreements					
Environmental Resources	24	19	24	22	89
FLUM Amendments		3	1		4
Historic Preservation	4	1	4	2	11
Home Occupation		1			1
LDRD	1	1	3	1	6
LUD Amendments		2	2		4
Major Conditional Use	1			2	3
Minor Conditional Use	1	2	4	5	12
NROGO			3		3
Other Traffic Reviews		1			1
Plats	2		3		5
Pre-App	22	16	26	14	78
Public Assembly		2		5	7
Road Abandonment		1	2	2	5
ROGO/ROGO Exemptions	51	49	56	63	219
Shoreline Approvals					
TDR					
Temp Const Staging	1				1
Text Amendments	1	2	4	2	9
Tier Amendment	2	1	1		4
Time Extensions	4		4	3	11
TRE transfer	1	1		2	4
Vacation Rentals	68	56	69	92	285
Variance	6	2	4	1	13
Variance - Dock (Long)	2	1			3
Variance - PC		1	1	1	3
Total	**195**	**165**	**214**	**219**	***793***

	2024				
Application Type	**1 Qtr. Total**	**2 Qtr. Total**	**3 Qtr. Total**	**4 Qtr. Total**	**Annual Total**
Alcoholic Beverage	1	5	2	1	9
Appeals & Settlements	2	1	1	1	5
Development Agreements	2				2
Environmental Resources	5	25	14	13	57
FLUM Amendments	1	1	1	1	4
Historic Preservation	2	3	6	4	15
Home Occupation					0
LDRD	2	2			4
LUD Amendments	1	1	1		3
Major Conditional Use	1				1
Minor Conditional Use	6	3	3	2	14
NROGO	0	1	1		2
Other Traffic Reviews	0	1	0		1
Plats	2	1	1		4
Pre-App	17	14	14	10	55
Public Assembly		4	1	2	7
Road Abandonment	2				2
ROGO/ROGO Exemptions	49	48	48	38	183
Shoreline Approvals					0
TDR					0
Temp Const Staging	3				3
Text Amendments	2	2		5	9
Tier Amendment	2		2	1	5
Time Extensions	1	1			2
TRE transfer	2	2	2	1	7
Vacation Rentals	76	57	57	60	250
Variance	4	4	3	1	12
Variance - Dock (Long)	0		1		1
Variance - PC	1	1	1	2	5
Total	**184**	**177**	**159**	**142**	**662**

	2025				
Application Type	**1 Qtr. Total**	**2 Qtr. Total**	**3 Qtr. Total**	**4 Qtr. Total**	**Annual Total**
Alcoholic Beverage	1	0			1
Appeals & Settlements	1	0			1
Development Agreements	0	0			0
Environmental Resources	6	0			6
FLUM Amendments	0	0			0
Historic Preservation	0	0			0
Home Occupation	0	0			0
LDRD	2	0			2
LUD Amendments	1	0			1
Major Conditional Use	0	0			0
Minor Conditional Use	3	0			3
NROGO	1	0			1
Other Traffic Reviews	0	0			0
Plats	0	0			0
Pre-App	13	0			13
Public Assembly	1	0			1
Road Abandonment	0	0			0
ROGO/ROGO Exemptions	30	0			30
Shoreline Approvals	0	0			0
TDR	0	0			0
Temp Const Staging	1	0			1
Text Amendments	7	0			7
Tier Amendment	1	0			1
Time Extensions	0	0			0
TRE transfer	0	0			0
Vacation Rentals	38	0			38
Variance	1	0			1
Variance - Dock (Long)	4	0			4
Variance - PC	2	0			2
Total	**113**	**0**	**0**	**0**	**113**

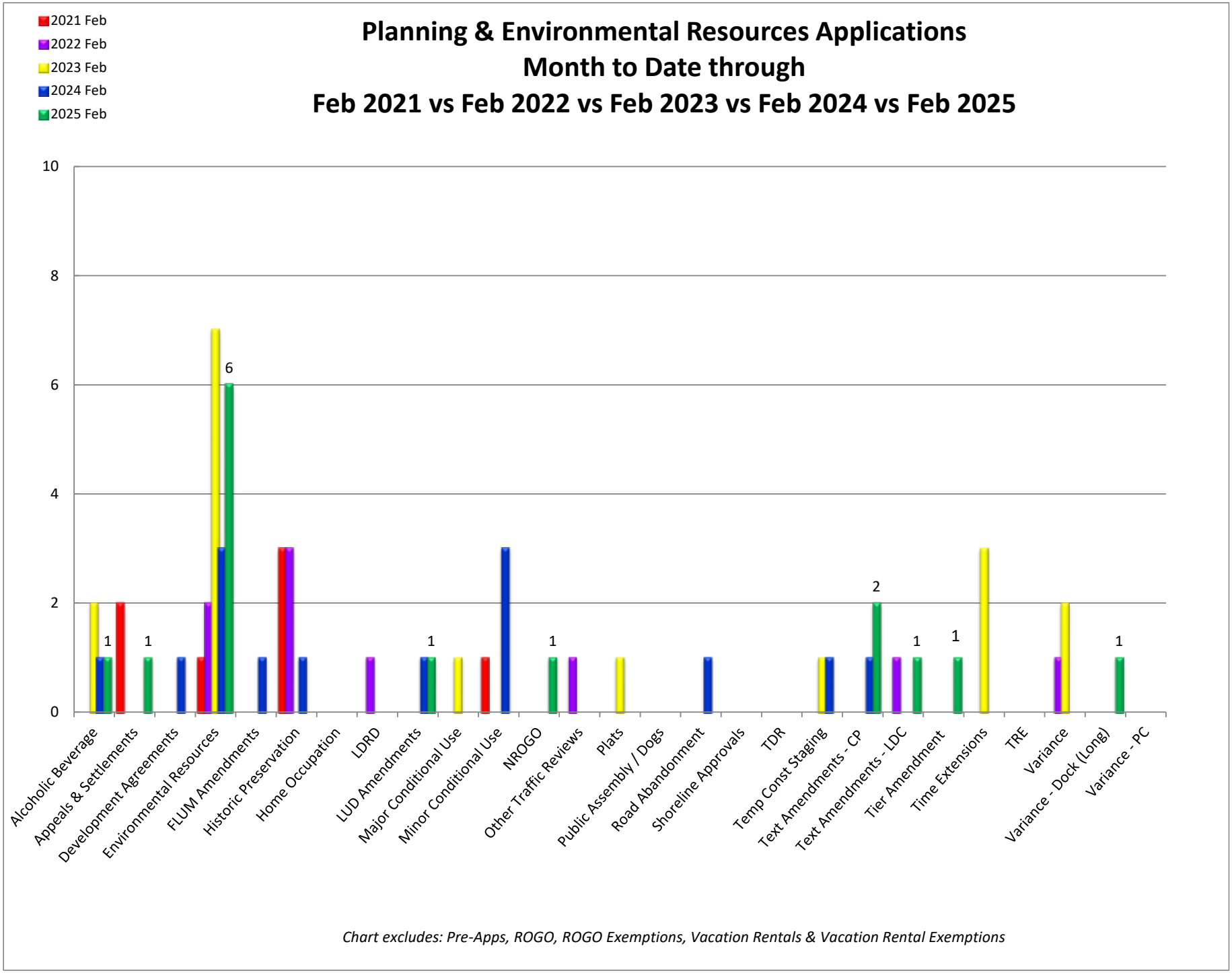
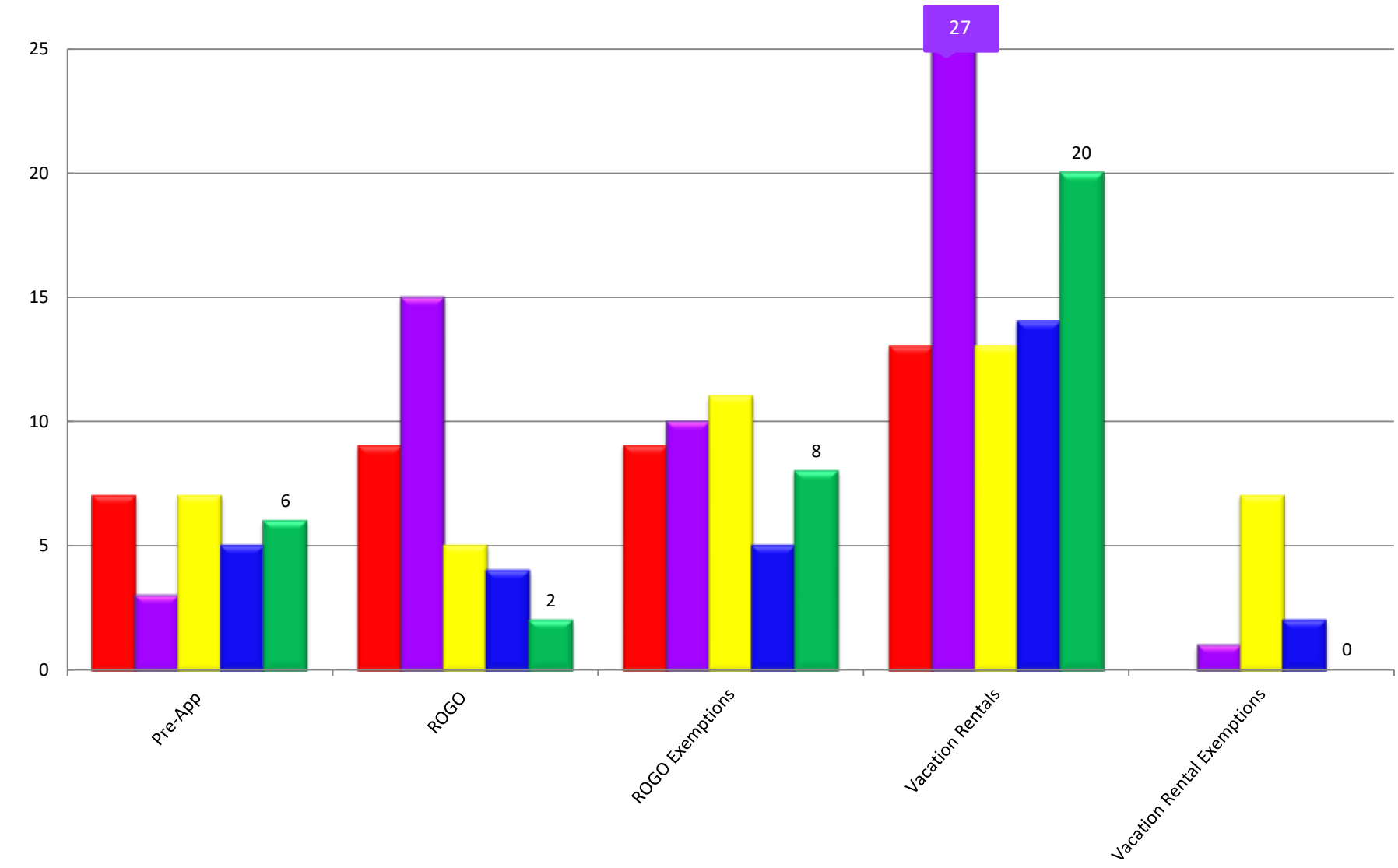


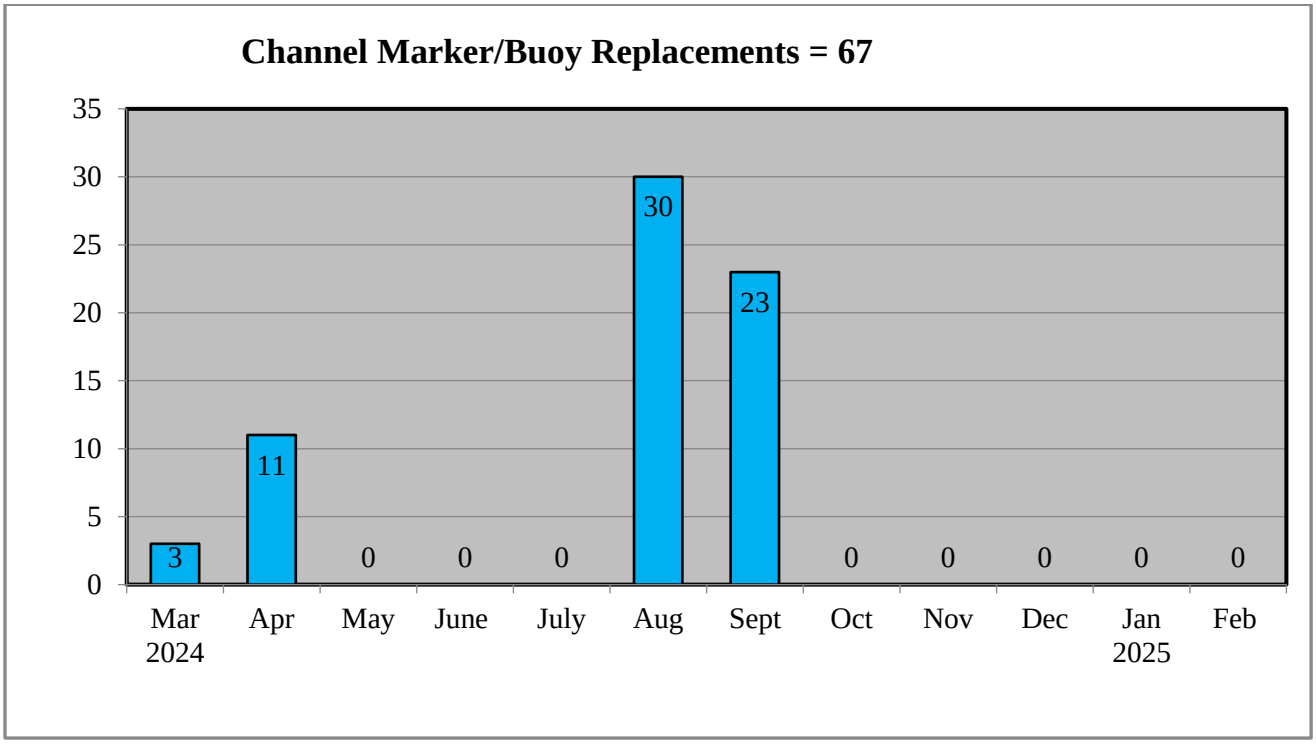
Chart excludes: Pre-Apps, ROGO, ROGO Exemptions, Vacation Rentals & Vacation Rental Exemptions

Planning & Environmental Resources
Pre-Apps, ROGO & Vacation Rentals Application
Month to Date through
Feb 2021 vs Feb 2022 vs Feb 2023 vs Feb 2024 vs Feb 2025



Marine Resources Office - Accomplishments-Mar. 2024 through Feb. 2025

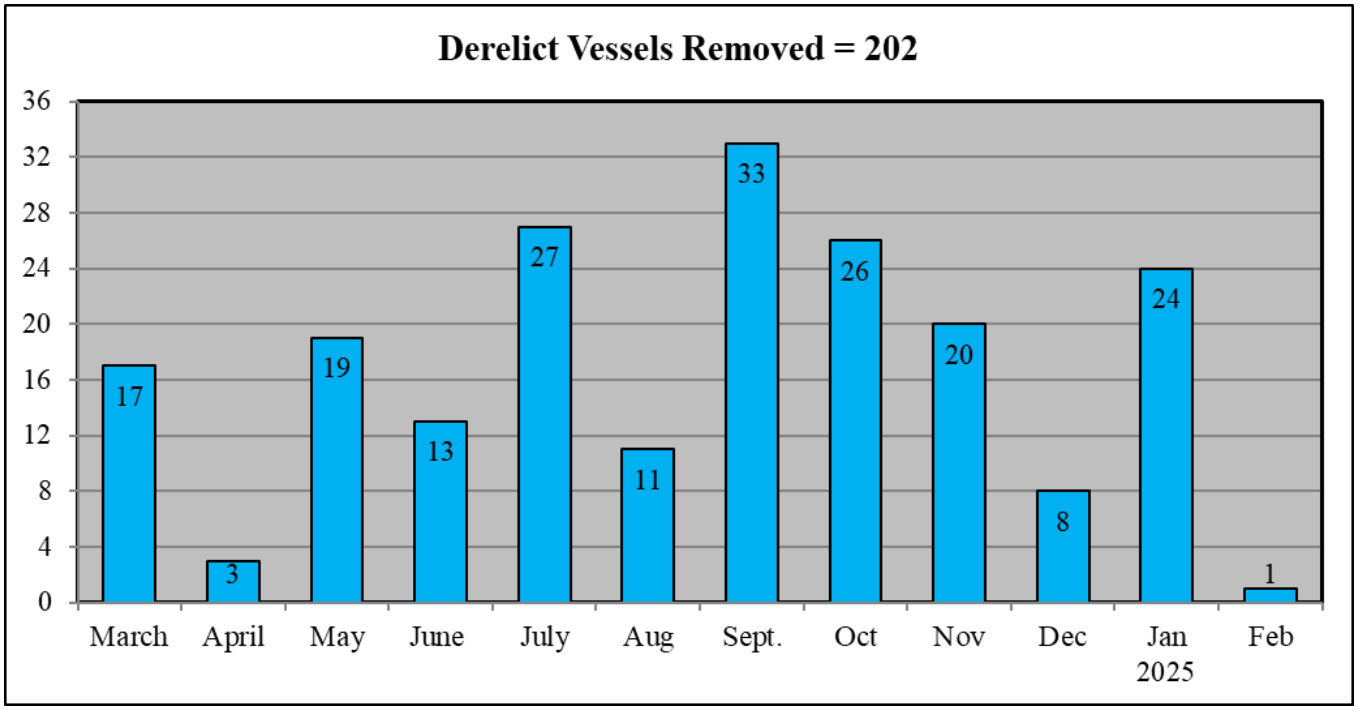
Channel Marker Program



Month	Channel Marker/Buoy Replacement Costs
March 2024	$9,470.00
April	$3,482.00
May	$0.00
June	$0.00
July	$0.00
August	$28,650.00
September	$29,400.00
October	$0.00
November	$0.00
December	$0.00
January 2025	$0.00
February	$0.00
Total	**$71,002.00**

Total annual cost for marker/buoy replacements for the past twelve-month period was lower than the cost during the same timeframe in 2023 ($126, 146). The increase in costs during the same timeframe in 2023 were a result of routine maintenance needs that required the replacement of 26 regulatory buoys in May of 2023. These buoys were funded in part by a $22,087.50 grant from the Florida Fish and Wildlife Conservation Commission Boating Improvement Grants Program. Additionally, 20 regulatory signs were damaged during Hurricane Ian and replaced with FEMA emergency disaster relief funds ($11,892.00) in March 2023.

Derelict Vessel Program



Month	Derelict Vessel Removal Costs
March	$75,886.00
April	$55,928.00
May	$110,309.00
June	$216,131.00
July	$113,065.00
August	$99,200.00
September	$111,434.00
October	$519,270.00
November	$136,875.00
December	$76,751.00
January 2025	$131,082.00
February	$18,279.00
Total	**$1,664,210.00**

Monroe County removed 1 vessel during the month of February. A total of 202 vessels were removed in the past twelve-month period. One hundred and six (93) of the 202 vessels removed were grant-funded through the FWC Derelict Vessel Removal Grant Program, and an additional 80 vessels were funded through an FWC government contract utilizing American Rescue Plan Act of 2021 funding which represents a total cost savings of $1,582,865.00 to the County (or 95% of total expenditures) in the past twelve-month period. These costs are included in the table above. The high removal costs during the months of June 2024 and October 2024 were due to the following costly removals:

- June 2024 - the technical removal of two steel hull sailboats ($159,997.00 & $155,000.00)
- October 2024 - the removal of a 74’ homemade vessel constructed out of steel shipping containers ($144,789.00) and a 66’ steel trawler ($254,000.00)

The total number of vessels removed during the past 12 months (202 vessels) was a 63% increase from the number removed during the same time frame in 2023 (124 vessels). Despite the expensive removals listed above, the total removal cost during the past 12 months ($1,664,210.00) was substantially lower than the cost when compared to the same time frame in 2023 ($2,061,696.00). In fact, the average removal cost per vessel has decreased by 53%, from $16,626.58 per vessel in 2023 to $7,669.17 per vessel in 2024.

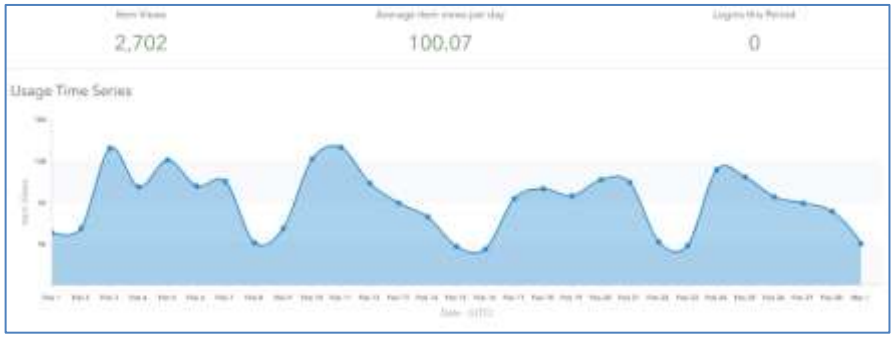
GIS Accomplishments – February 2025

GIS Projects - Data/Map Requests/Technical/Web App Development

- Oracle APO Upload (bi-weekly) – *Planning - Karen Pleasant – Oracle Consultant*
- Oracle APO Parcel Map Service Update – *Planning – Karen Pleasant*
- Private Vacant Lands – MIAI Mapping – *Land Authority – Cynthia Guerra*
- North Key Largo – Legal Description – *County Administrator – Christine Hurley*
- Key Largo Roadway Mapping – *Engineering – Judith Clarke*
- SFHA – Building Calculations – *Floodplain – Lori Lehr*
- Road Atlas – *Novotx – Engineering – Nina Basham*
- MLS Vacant Lands & Residential Dry Lots – *MC Land Authority – Cynthia Guerra*
- Building Footprints – GIS Updates – *GIS Department*

Physical Address Assignments/Confirmations: 6
GIS Data Requests: 2

Public GIS Planning & Environmental GIS Map App Usage
February 2025



County GIS Planning & Environmental GIS Map App Usage
February 2025



Legislative Affairs:

Legislative Affairs continues to shepherd the Board's legislative policy and appropriations requests through the legislative and budget processes, while addressing various amendments other legislation detrimental to the Board's interests.

March 2025 Monthly Report - Public Information Office

Highlights:
• 344 Fire press and updates; coordination with Joint Information Center
• Began State of the County presentations with local chambers, rotaries, clubs, and more - Scholl presented his second State of the County at Lower Keys Rotary Club on 3/6
• Attended Florida Keys Day in Tallahassee
• Lincoln Florida Association of Counties planning calls and brainstorming; worked on challenge coins for the event (takes place in June 2025 in Orlando)
• PIO and media symposium planning in collaboration with the Dept. of Health - taking place in May

Attendance:
• Water Quality Protection Program Communication Subcommittee meeting
• Co-hosted Morning Magazine with Joe Moore
• Remote Worker Policy meeting
• Transportation Coordination Committee meeting
• Blue Angels Ride Along – Fat Albert

Press Releases issued/Social Media posted:
• ROGO Support
• Twin Lakes Assessments
• Fireworks Sponsorship
• Boan named Asst. County Administrator
• Callahan Retirement
• Roadway Project updates
• Growth Management Appeal
• Local Mitigation Strategy
• Ceramic Star Award for Project Management/Public Defender
• Vietnam Veteran Anniversary

Ongoing:
• Share social media (Facebook, Instagram, NextDoor) updates for BOCC, fire rescue, and parks and beaches
• Scan social media, newspaper articles, and radio interviews for important information to share with commissioners, administration, and senior management
• Bi-weekly Duck Key updates on NextDoor and www.monroecounty-fl.gov/duckkey
• Monthly Stillwright Point updates on NextDoor and www.monroecounty-fl.gov/stillwrightpoint
• Attendance of Board of County Commissioners/special meetings and corresponding press releases and social media regarding meeting highlights
• Website updates as requested by departments
• Posting legally required public notices and Business Impact Estimates on the website
• Updated weekly talking points for the mayor

• Senior management team meeting attendance
• Participation in monthly Executive Public Information Officer calls with FEMA's Emergency Management Institute
• Years of Service recognition for staff
• Coordination of spots on US1 Radio and Keys Talk Radio

County of Monroe
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor *Pro Tem* Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Monroe County Transit
Monthly Report
03/01/2025-03/25/2025

Conch Connect: 4393 passengers in February 45,804 passengers to date

At the March BOCC meeting the Board approved the renewal if the Freebee contract for 2025-2026.

The Bus Stop Improvement Plan website is complete, it can be accessed via the link below or on your phone by the QR code. It will be sent out for advertisement to the public on the LKS and the County's public information page.

https://monroecountybsip.com/

The ILA with SFRTA continues to be edited.

The Transportation Coordination Committee held an in person on March 21st at the Marathon Government Center. Each Municipality and the County walked through their individual priorities. The lists were then disseminated to all to help build the master list that will be formally submitted to FDOT in June.

The Director spoke at the Green Drinks meeting in Key West to discuss the County's ongoing efforts with transit. Specifically, the use of electric vehicles for local service and growth to the system in order to remove cars from the roads.

The Director began the process with Benesch (FDOT subcontractor) to schedule the first Triennial Review for Monroe County Transit.

Progress Report for Monroe County BOCC: Artificial Reefs Department

Prepared By: Dr. Hanna Koch

Submitted: 3/26/25

Main Programmatic Points:

1. Began training and working with Athena Downes, a new hire (FWC Biological Scientist) whose job description includes assisting Dr. Koch with Monroe County artificial reef activities (training with field surveys, permit application preparation and literature review)
2. Received notice from the Army Corps archaeologist that underwater archaeology research and surveys are no longer required for SAJ-2024-04159 (Gulfside 5 Mile AR). This is a major step forward and shows the necessary groundwork being laid to create a roadmap for artificial reef permitting in Monroe County
3. Dr. Koch continues to work on USACE & DEP permit applications for the Gulfside Network project; SAJ-2024-04827 (Gulfside 9 Mile AR) to be submitted next
    a. Site surveys in progress for 5 additional permit applications
4. Habitat Support Structures Working Group (Monroe County, FWC, FKNMS) continues to refine first research permit for artificial reef deployment within the Florida Keys Marine Sanctuary (shallow nearshore hardbottom, bayside off Middle Keys)
    a. Dr. Koch has begun archaeology background research for addressing Section 106 of the National Historic Preservation Act of 1966 (NHPA) and Florida Statute Chapter 267 Historical Resources
    b. Site surveys to document substrate/bottom condition, biological resources, and archaeological resources underway; Site J01 (Long Key) completed 3/26/25
5. Curtis Kruer, biological consultant, completed his delivery of materials and finalized his historical analysis of artificial reef projects in the Keys, which will be used to fulfill -in part- deliverable #1 of the FWC Grant #23132, a 5-yr Artificial Reef programmatic plan
6. Dr. Koch submitted an application to become a member of the Florida Keys National Marine Sanctuary Adaptive Management Working Group, which would develop and submit recommendations to the Florida Keys National Marine Sanctuary Advisory Council and Office of National Marine Sanctuaries on a variety of management measures to address resource threats

Recent Outreach Activities:

- Dr. Koch attended FL Keys Day in Tallahassee and met with Senator Albritton (Florida Senate President) as well as Jessica Crawford (FWC Chief of Staff) and Roger Young (FWC Executive Director)

Monroe County Extension Services
Monthly Report – March 2025

Total Budget for FY 23/24: $316,330; Year to Date Expenditures and Encumbrances: $214,405; Remaining Balance: $101,925; Percentage of budget spent and/or encumbered year-to-date: 67.8%

Extension staff spoke on US1 104.1 Morning Magazine 3 times in the month of March topics included CPR and First aid Courses offered to the community, plant clinics, and termite awareness week. Termites damage homes, trees, and other wooden structures. In Florida, termite infestations are a year-round risk for properties and trees. While they are not swarming year-round, they consistently forage and develop new colonies, leaving signs of their presence. The University of Florida Institute of Food and Agricultural Sciences (UF/IFAS) has developed ways to know your risk with an online interactive termite distribution map. This tool helps residents, property owners, and pest control operators know the risks of infestations and how to limit that risk through proactive science-based approaches.

Extension staff produced 2 articles for Keys Weekly magazines on the Seahorses and volunteering in the Florida Keys.

Monroe County Extension blogs had 49,839 visitors this year to date. Find all of our Monroe County blogs at https://blogs.ifas.ufl.edu/monroeco/

Monroe County Extension was invited to present the grant-funded Climate Navigator program in Vienna, Austria. Extension shared the program highlights from year one and the development of year two priorities.

Extension held two workshops focused on consumer financial issues, including tax refund scams and what to watch for to keep your personal information safe. It is important to recognize demands or threats - Impersonators want you to pay “now or else.” They may threaten arrest or deportation. They won't let you question or appeal the amount of tax you owe. Be careful with website links that can take you to harmful sites instead of IRS.gov.

Extension conducted one-on-one consultations via plant clinics, individual client communications, and an informational booth at the Key West Orchid Festival. These consultations provided residents with information on ecologically friendly horticultural practices and a better understanding of their county extension services. Through these consultations, Master Gardener Volunteers (MGVs) assisted their community, shared expertise, and learned from each other as they worked to find solutions.

Extension provided the Lunch and Learn and the DIY Microgreens Workshop; both were valuable group activities developed by MGVs Barbara Martinkosky and Nia Huber, respectively. The Lunch and Learn provided an excellent CEU opportunity for MGVs and focused on teaching how to educate Monroe County residents on FFL principles (13 participants). The Microgreens Workshop taught participants about microgreens and how to grow them (6 participants).

MGVs completed 212.31 hours of service in the form of CEUs, citizen science projects, community events, garden maintenance, written material production, presentations, and Virtual Help Desk support.

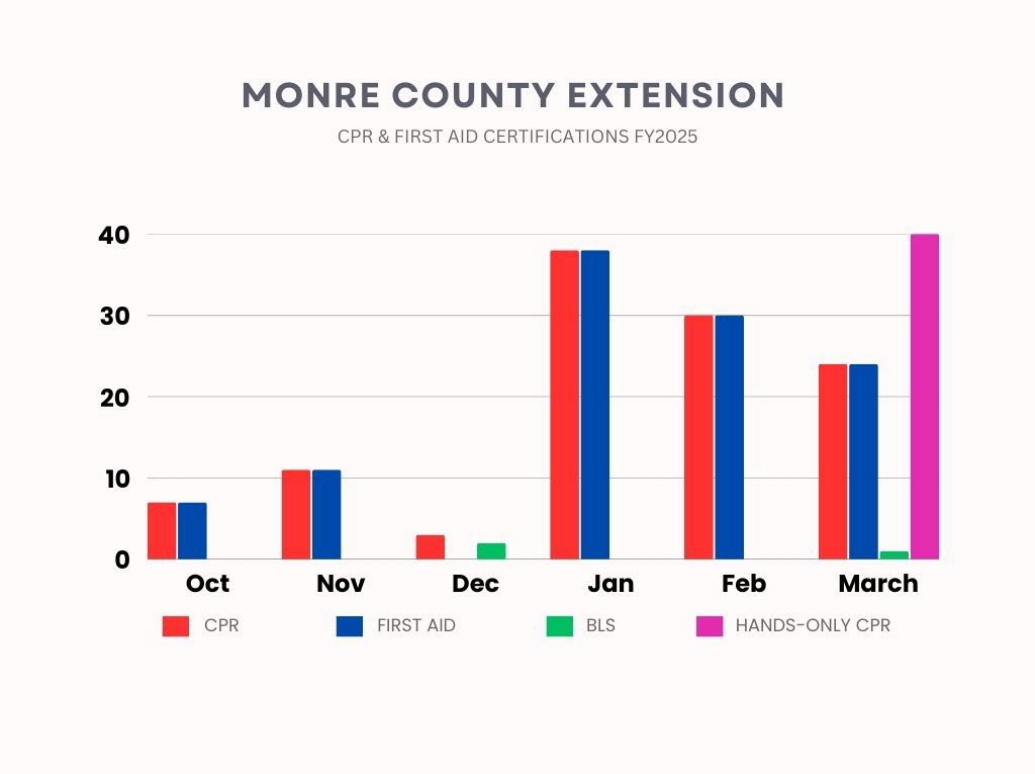
To improve program planning and policy literacy, extension met with Wendy Wilber, shadowed Emily Marois, and completed the following online trainings: UF_GET811_OLT: Supporting Students in Distress, UF_ITT102v_OLT: Protecting UF: Information Security Training, and UF_OOC101v_OLT: Compliance & Ethics: Doing Your Part for the Gator Good.

Extension provided media outreach by speaking on US-1 Radio about how extension services function, what public services are offered through the environmental horticulture agent, and what events would occur in March. Extension also marketed events on social media and authored weekly Master Gardener newsletters providing updates, upcoming CEUs, upcoming volunteer opportunities, feedback polls, a fun bonus, and helpful links to MGVs.

Extension staff administered 2 pesticide exams through the Florida Department of Agriculture. Test-taking participants came from Mosquito Control, where exams are required for employment.

Extension staff was invited to attend the AARP meeting at the Marathon Library and the AARP dinner at the Big Pine Community Center. During these two events, over 40 people were taught hands-only CPR and basic First Aid Skills.

Extension continues to offer American Heart Association CPR and First Aid Courses to the community. This month 24 participants from MERC (Monroe Emergency Reserve Corps) were certified in the courses. Over 40 participants from the local AARP chapter were also taught hands-only CPR and basic First Aid skills. Fiscal Year data for this program is located below. A total of 116 participants have been certified for the Fiscal Year.



Social Services Department
Monthly Report

February 2025

Services and Programs delivered from **2/1/2025 through 2/28/2025** included:

- **Assistive Device Loaner Program:** Loan equipment to community members such as wheelchairs, walkers, hospital beds, electric scooters, shower chairs, and bedside commodes. This program is need-based, not eligibility-based. Six (6) community members donated equipment to our Department and three (3) citizens received wheelchairs and bedside commodes they did not have to purchase.

- **Consumable Supplies:** Provides adult diapers/briefs, bed pads, cleansing wipes and medically prescribed nutritional drinks to eligible seniors who cannot otherwise afford them. Throughout the month, twenty-five (25) eligible families countywide received these supplies from our Department.

- **Energy Assistance:** The Low-Income Home Energy Assistance Program is a federally funded grant program that assists income qualified households with the funding necessary to pay their cooling and heating costs. Each household was considered low-income and include at least one or more of the following: an elderly individual; a child 5 years of age or younger; a disabled individual. During the month, twenty-three (23) households were provided LIHEAP funding.

- **Feeding South Florida (FSF) Partnership:** Social Services partners with FSF to conduct intake, determine eligibility, and arrange for clients to pick up food from our office(s) weekly. Food bags/boxes contain fresh fruits and vegetables, meat, canned foods, beans, pasta, and more, as commodities are available from FSF. During the month, 20,000 pounds of food were received from FSF in the Upper Keys Social Services office and distributed by our staff to citizens in need throughout Monroe County.

- **In-Home Services:** Homemaking, personal care, chores, companionship for the elderly, shopping assistance, in-home or facility-based respite, and group and individual caregiver training are provided to eligible elderly and disabled individuals via Department of Elder Affairs grant funding. During the month, Social Services staff provided over 1,200 hours of direct service to citizens Countywide.

- **Indigent/Pauper Cremations and Burials:** Covers final expenses for those deemed eligible as indigent. During the month, Social Services received ten (10) referrals of deceased individuals from the three (3) funeral homes throughout Monroe County.

- **Monroe County Special Transportation**: Provides door-to-door para-transportation for the elderly, disabled, and/or transportation-disadvantaged citizens for any medical appointments, grocery shopping, and other life sustaining or necessary activities of daily living. During the month, over 970 completed trips were provided Countywide.

- **Nutrition Services:** Hot, fresh meals are provided in a welcoming, enjoyable, congregate setting in Key West, Big Pine Key, and Key Largo to all seniors 60 and over. Frozen, microwavable, home-delivered meals are also provided throughout the Florida Keys for those who are 60 and over and unable to come to a congregate meal site. Throughout the month, 1,300 Congregate Meals were provided Countywide, and over 3,700 Home-Delivered Meals were also provided Countywide.

- **State Housing Initiatives Partnership (SHIP) program**: Administers State funding countywide to assist homeowners with SHIP homebuyer assistance, SHIP homeowner rehabilitation, SHIP sewer lateral connections, and SHIP disaster relief (when applicable). During the month, staff processed and closed six (6) SHIP homebuyer assistance loans, enabling four Monroe County families to become homeowners.

Resilience, Sustainability and Projects Department Highlights Report for March 2025

Canals and Breakwaters:

1) Received the RESTORE Grant award for $12.r Million for 6 canal restoration projects (Grant application was submitted was submitted in October 2023).

2) Awaiting award results of state Stewardship grant applications submitted August 2024 for numerous canal restoration projects.

3) Finalizing the design and permitting of the canal restoration projects on Big Pine Key funded by the federal RESTORE grant.

Sustainability:

1) Presented options to the BOCC at the March BOCC meeting to fund the operations and maintenance and capital costs of road adaptation projects through potential assessments.

2) Finalizing the environmental review submission documentation for the two federally funded breakwater repair projects. Coordinated with state and federal staff and the vendors to ensure progress is being made towards a potential start date.

3) Continued the coordination and planning of the road elevation planning process for the municipalities.

4) Coordinating with the US Army Corp of Engineers on monitoring progress of the design of the shoreline revetments on US1. Submitted informal request for direction on how to move forward with home elevation and floodproofing portions of the Project.

Flood Mitigation Assistance FMA Program:

1) Submitted FY 2024 Flood Mitigation Assistance (FMA) Applications

2) Worked on 2024 FMA Request for Information (RFI) from FDEM

3) Emergency Management transition training with EM director and deputy director.

4) Assist residents with “Elevate Florida” transition from FMA/HMGP Grants.

5) Worked with the FDEM HMGP RFIs.

BOCC Items:

O-1: Discussion and direction on the potential use of the uniform method of collecting non ad valorem special assessments levied within the County toward the cost of providing operations and maintenance and capital funds for the Twin Lakes road adaptation project in Key Largo.

O-2: Approval of Amendment 1 to the Agreement with the FDOT as part of the FL Keys Coastal Storm Risk Management Project to authorize a change in payment terms.

O-3: Approval of amendment 3 to the grant agreement LPA0249 the FDEP to extend the grant termination date to June 30, 2026.

O-4: Approval of Amendment #4 to the subgrant agreement H0856 with FDEP to develop watershed management plans to provide a 6-month extension to September 30, 2025.

O-5: Approval of amendment #1 to the on-call contract for consulting services to develop non-ad valorem special assessments with Anser Advisory for a name change to Accenture Infrastructure and Capital Projects.

O-6: Approval to apply for Watershed Planning program grant funding through FDEP for $400,000, including a $100,000 County match, to develop a stormwater master plan.

O-7: Approval of a $12,444,530 sub-recipient grant agreement from the Gulf Consortium passed through from the Gulf Coast Restoration Council for Monroe's share of Pot 3 RESTORE funds to be used for up to 6 canal restoration projects on Big Pine Key.

PROJECT MANAGEMENT

Procore Construction Project Management Software Integration (Admin)

- 20 projects running on Procore (a few for each PM) all with drawings uploaded, all files copied over, and in full use of the system.
- Weekly training with Admins and Procore training staff
- Weekly Q&A with the PM staff and the Monroe County Procore Administrators (Procore training from Procore is a train the trainer-based system).
- Development of Standard Operating Procedures (SOP) are under way.

Hurricane Irma Repairs:

Following is a list of the remaining locations damaged by Hurricane Irma.

Marathon Seawall

- The 1st concrete pour occurred on 3/18
- The 2nd concrete pour will occur the week of 3/24

Veteran's Memorial Park:

Bathroom Repairs

- Request for reversion of the title to Monroe County under review with DOT.

Hurricane Ian Repairs

Following is a list of the remaining locations damaged by Hurricane Ian.

West Martello Water Reclamation Mitigation: (NO CHANGE)

- The deliverable for the recommended hardening project is in review with OMB.

West Martello Ian Repairs: (NO CHANGE)

- Design is expected to be completed in March 25.

Higgs Ian Repairs:

- A revised task order has been submitted for approval.

Capital/Grant Funded Studies or Construction Projects:

Bernstein Park Sod - Turf Design

- Final set of Permit Drawings have been received.
- Permit Application has been submitted.
- RFP is being developed and will be sent to legal for review.

Blue Heron Park Pickleball Improvements – ARP:

- No change
- Drainage and asphalt on new courts installed. Asphalt requires 30 day cure time before surfacing

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- Parking areas installation underway
- Substantial Completion expected first week of April 2025

Boca Chica Shore side facility
- 30% drawings are expected to be delivered for review the week of 3/24

Emergency Operations and Public Safety Center – FDEM, HMGP, FDOT:
- Final Acceptance formally noted as 01/03/2025.
- Close out and reconciliation of costs versus reimbursements are underway.
- Notified by the Clerk's Office that an outside audit of this project is underway.
- Warranty items being addressed in advance of 12 month warranty close out.

Fire Training Burn Center
- All Engineered drawings are complete.
- Permit application has been submitted
- RFP to be developed, reviewed by legal,
- **Was notified that there was no funding available for construction**

Gato Spalling – CAP:
- All lvl-1 work has been completed
- The Administrator's office is being worked on with the lvl-2 Dept of Health to start in 3-4 weeks.

Higgs Beach Seawall Repair
- Pre-design meeting is scheduled for late March

Historic Courthouse Masonry Restoration:
- RFP posted on Bonfire to be opened 1/30/2025
- Contract sent to contractor to sign and return by March 6 to present to BOCC

CDBG-MIT Tavernier Fire Station Hardening:
- All notices have been posted
- CPH is working on 90% drawings
- Environmental Package is being finalized and CPH will be reviewing it before we submit to DEO
- **Fire Marshall has reviewed drawings, waiting for other reviews.**

HMGP Generators – HMGP
- Phase I deliverables package under review with FDEM

HMGP Wind Retrofit – HMGP
- Phase 1 underway- Construction cost estimating received
- Preparing for Phase 1 deliverables 3/31.

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- Contract modification being prepared by FDEM (verbally approved) adding scope, costs and time to 3/31/25

Jackson Square Jefferson Browne Redevelopment - CAP:
- RFQ for CMAR (Construction Manager at Risk) being prepared
- AIPP investigating options for removal, restoration, and relocation of artwork
- Proposal from Architect for affordable housing received, needs funding

Big Pine Amphitheater - TDC
- The roof decking is being installed the week of 3/17
- Electrical will be installed the week of 3/24
- Change order to revise drainage and add lighting executed.
- Scheduled to be completed at the end of April 2025.

East Martello E. Lighting & Exhibits
- Design is pending approval from EYW
- Once approved by EYW the project will be submitted for permit

Jacob's Aquatic Center - TDC
- Filtration system installed. Contractor closing Department of Health permit.
- Geothermal heater installation completed.
- Pirate Ship Refurbishment in review with Parks and Beaches Director. Damage more extensive than originally thought, requirement of full replacement likely. Parks and Beaches Director planning to apply for additional funding next TDC cycle. No-change

Long Key Transfer Station HAZMAT Storage
- **A design firm is preparing a proposal for review and approval from the PM Dept.**

Marathon Professional Center Recertification
- Building Continues to be monitored until March 2025
- Monitoring results given to McFarland Johnson and they will be communicating findings to the building department.
- A letter is being drafted to request the close out and re-certification of the building.

MCSO Stock Island Jail Stucco
- The work is approximately 90% complete

Rockland Key Fleet Facility – CAP:
- 100% drawings are complete
- Funding has been secured, and value engineering has started

Roth 911 – MCSO:
- The project is in permitting

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Rowell's Waterfront Park Phase II – CDBG-CV, CAP:

- Staff working with Grant Administrator on grant extension thru Dec. 2025
- Environmental Review: Florida Commerce requiring updated notification letters, complete.
- Awaiting final approval from FL Commerce to award contract to contractor.
- Pending approval by FL Commerce, will seek BOCC approval of contract for construction on .April agenda.

Public Defender 316 Simonton:

- Generator package ordered
- RFS being prepared

Solid Waste Three (3) Transfer Station New Buildings:

- The bidding process is underway, and bids are due 4/10

Sugarloaf Fire Station:

- Design 60% drawings and specifications have been received and accepted.
- Acceptance of 60% satisfied the term in the contract to move forward with the project with that developer.
- Permit applications to Building Department pending.

Tiny Home for Workforce/Affordable Housing:

- Starting feasibility study for a Tiny Home for Affordable Housing
- Possible use of existing County-owned lot on Saddlebunch Key / Bay Point
- Design / Footprint will be similar to County owned tiny home constructed in Key Largo

Asset Essentials / Capital Predictor Software

- Project Management Department working with Faculties and OMB to develop process and procedures to use Asset Essentials (work order processing) with Capital Predictor (capital needs forecasting) to assist with forecasting capital needs for maintenance and new construction.
- Meetings are set up with the Asset Essentials team to configure software, database and procedures to move forward.

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ENGINEERING SERVICES / ROADS

Key Deer Boulevard (North of Watson Blvd) Roadway Project:

- Engineering Design and Permitting Services contract with CW3 Engineering was approved on the July 17th BOCC agenda.
- Initial survey, Geotechnical Borings, and Sea Level Rise Impact Study were completed October 2024.
- Consultant submitted 30% design plan package, including geotechnical report on January 10, 2025; county staff has reviewed. Design is ongoing.

Bridge #904982 Tubby's Creek (Card Sound) and Bridge #904984 Mosquito Creek Bridge (Card Sound) Replacement Projects:

- 100% design plans were submitted on April 12, 2024 and were approved by FDOT on October 28th.
- Waiting on United State Army Corps of Engineering Permit in order to receive final concurrence from FDOT to proceed to construction.
- Request for Qualifications for Construction Engineering Inspection services was advertised on October 26th with the bid opening date extended to January 7, 2025. Selection Committee meeting was held January 23rd, with RS&H, Inc. selected as the top ranked respondent. Approval to negotiate with RS&H, Inc. for Construction Inspection Services was approved on the February 19, 2025 BOCC Agenda. Negotiations are ongoing.

Harbour Drive (Duck Key) Bridge Replacement:

- Notice to proceed was issued for September 25, 2023 with a Substantial Completion date of April 22, 2025.
- Bridge deck topping concrete pour is scheduled for Friday February 28th.
- MSE wall construction on both ends of north lane of bridge is ongoing.
- The bridge railing was formed, and the concrete pour occurred on March 14th.

Seaview Drive (Duck Key) Bridge Replacement:

- On September 18, 2024, County staff notified the contractor and the surety that it was declaring the contractor in default and terminating the construction contract for Seaview Drive Bridge.
- The surety company will determine the method by which the project will be completed.
- On January 9, 2025, the county provided notice to the surety that it had not proceeded with reasonable promptness and gave surety seven days to perform its obligation.
- Surety received a proposal from Southern Road and Bridge to finish the work at Seaview on January 14th, but surety has not advised the county on how it will proceed;
- Monroe County notified the surety it must provide a response as to how it will proceed by no later than 5 pm on January 27th; county did not receive a response and is evaluating next steps.
- On February 2nd the county received a cost proposal of $4,955,924 from General Asphalt to complete the bridge project.

- On March 12, 2025 county executed a contract with General Asphalt to completed the Seaview Drive Bridge Project. The contract was signed by the County Administrator and was ratified by the BOCC at the March meeting.

Harbour Drive (Duck Key) Drainage improvements Project:

- Design & Permitting contract with CSA CENTRAL, INC. was approved at the February BOCC meeting.
- Consultant is scheduling the geotechnical investigation.

No Name Key Bridge Sidewalk and Guardrail Repair Project

- Notice to proceed was given to Midcoast Construction with an effective day of November the 4th. The contract is for $ 726,317.00 and a duration of 240 days.
- The contractor finished rip-rap installation in November. In December the contractor finished embankment, installed miscellaneous asphalt, installed guard rail and formed and poured retrofit concrete walls. In January Contractor finished attachment of guard rail to the retrofit walls and cleaned up. Substantial completion was given to Contractor January 15, 2024.
- final walk through was conducted on February 6th. Work is complete but the slopes on the west side will be regraded and signage replaced by County Road Dept. crews.
- Staff is working with the Contractor on the reconciliation of the final quantities and pricing.
- The County Road Dept. regraded the slopes and set the traffic signs.
- waiting on the Contractor for the final reconciliation and project closeout.

Ocean Bay Drive Bridge Repair

- Notice to proceed was given to CBT Construction with an effective day of October 18th. The contract is for $ 189,120.00 and a duration of 180 days.
- Contractor started to work on February the 4th.
- The contractor finished the spalling repairs under the bridge and the concrete railing on top of the east side. They have switched the maintenance of traffic devices to work on the west side of the bridge. Demolition under the bridge is complete, and contractor is scheduling concrete pour for early April.. After this they will work on the cracks, paint and the new fence on both sides.
- Substantial completion of the project is April 19th.

Sands-Big Pine Key SLR Roadway Pilot Project:

- 3.5.25 - FL Commerce denied request for IR026 grant extension to 6.30.27 to match FDEP 25SRP18 grant expiration timeline - reason stated was construction must be in progress before requests for extensions are reviewed.
- 2.20.25 - WSP design revisions required due to FL Commerce IR026 - Environmental requested generator and fuel tank ASD (Acceptable Separation Distance) calculation requirements. To be completed by early April 2025.

Twin Lakes-Key Largo SLR Roadway Pilot Project:

- 3.18.25- **Shaw Drive:** Contractor will continue roadway reconstruction along the east side of Shaw Dr. from approximately 948 Shaw Dr. to 970 Shaw Dr.
  Crane Street: Contractor will continue work within the pump station cofferdam area forming and pouring the "wet well" structure.
  Adams Drive: Contractor completed the installation of 2 underground drainage structures and approximately 120 LF of 24" pipe. FCC will continue drainage work on Adams Dr. from approximately 1005 Adams Dr. to 1012 Adams Dr. and will continue roadway reconstruction on Adams Dr. from approximately 1012 Adams Dr. to 1025 Adams Dr.
- 3.12.25 – 9 of 19 manholes (47%) and 18 of 32 inlets (56%) structures in progress. Project 34% complete overall through Change Order 3. Project duration 660 calendar days – substantial completion to be 5.6.26.
- 3.17.25 - Change Order 3 in the amount of $59,818.12 approved by County Administrator.

Key Largo III (Burton Drive, Harry Harris):
- 3.19.25 – Change order 3 in the amount of $257,245.50 pending for milling and resurfacing and crown shift due to bike lanes added – design quantity corrections - adds 32 calendar days to project. Anticipate being on April or May BOCC agenda.
- 3.4.25 - Project 43% complete – 2/23 type C and 2/3 type J structures remain to be installed 85% of drainage structures in progress; substantial completion to be 7.24.25 due to 5 weather days and 11 change order days added. (Thru change order 2).
- 3.4.25 - Contractor completed widening operations for bike lanes on Planter Rd and First Street. Burton Drive widening operation 25% complete and continuing.
- 2.11.25 - Received FDOT SCOP ARPA grant G2T05 (construction). reimbursement #1 request in the amount of $146,341.40.

Card Sound Bridge Project Development & Environment Project:
- Local Funding Agreement with FDOT was approved at the August BOCC meeting.
- Local funds were transmitted to FDOT escrow account on October 28th.
- FDOT advertised for letters of interest for PD&E on November 5th
- Memorandum of Understanding (MOU) between county and FDOT for the work during the PD&E was approved at the January 2025 BOCC meeting.
- FDOT selected Stantec Engineering in ranking meeting on February 3rd. FDOT staff is negotiating final scope and cost proposal with Stantec.

Toms Harbor Bridge Repairs:
- Engineering design and permitting is complete
- Staff received confirmation from FDOT that SCOP funds have been awarded for the construction phase of the project. Funds will be programmed in the FDOT FY 25 and construction is expected to begin in Spring 2025.
- Staff is to provide updated cost estimate to FDOT for Work Program update.
- FDOT is to issue a Notice To Proceed in spring 2025.

Crane Boulevard Shared Use Path- (Upper Sugarloaf):
- 3.21.25 – Uploaded FDEP SLIP study to FDOT GAP document system.

- 3.21.25 – Consultant working on Natural Resource Evaluation (NRE). A 2019 Cultural Resource Assessment Survey (CRAS) completed for Monroe County was submitted for FDOT approval.
- 3.13.25 – Staff submitted 2nd FDOT LAP agreement reimbursement request in the amount of $100,336.02.
- 2.25.25 – Ongoing utility coordination in progress – AT&T needs to relocate box in conflict with path width clearance requirements.
- 2.14.25 – Design consultant met with Monroe County School District – Upper Sugarloaf regarding path ending at first school driveway (approximately station 114+65). – Path will not continue to US1 intersection because FDOT Traffic Operations advised full signalization of intersection would be required.

Stillwright Point Road Elevation and Drainage Engineering Design and Permitting (Key Largo):

- 4.28.25 - Public outreach community meeting to be held (hybrid – in person and zoom) for review of the 60% design submittal. A drainage and utility standard easement of 10 feet into private property is required.
- 3.20.25 - Design consultant sent latest plans to KLWTD, FKAA to determine best design to minimize conflicts and impacts to utilities. Design consultant met with FKEC to discuss 60% plans and 3 phase power requirements for the pump station site.
- 3.20.25 – Staff submitted corrections to FDEP requested 4th reimbursement grant 22SRP56 in the amount of $84,634.00 for period 10.1.24 to 12.31.24.
- 2.18.25 – Received 3rd reimbursement to FDEP 22SRP56 in the amount of $157,913.42 for period 4.1.24 to 9.30.24.

Conch Key Roadway and Drainage Adaptation Project

- Staff provided signed match form to FDEP on October 31st and updated certificate of insurance on November 8th. Resilient Florida grant agreement for Conch Key Road Adaptation project on January agenda for approval.
- Approval to negotiate with Bermello Ajamil and Partners was approved on the July 19th BOCC agenda.
- Engineering Design and Permitting Services contract with Bermello, Ajamil, and Partners, Inc. was approved on the November, 2025 Agenda.
- Pre-Design kickoff meeting was held November 26, 2024.
- Design survey and Geotechnical borings were completed early March, awaiting final reports.

Winston Waterways Road Elevation and Drainage Project

- BOCC approved a contract with HDR Inc. in the amount of $ 1,767,080.19 at the October BOCC meeting.
- Fully executed contract was sent to HDR on November 4, 2024, serving as the NTP. Expecting kickoff meeting in early December.
- kickoff meeting held on December 9, 2024. Surveying, data collection, environmental survey and geotechnical survey will be happening from January to March.

Biweekly progress meeting was held on February the 12th. Surveying, Environmental survey and Geotech survey are ongoing; discussion on possible locations for pump stations continued.

- Biweekly meetings on going. Environmental Survey conducted and draft report done. Final survey to be received April 4th. Request initial tickets for utilities mark up. Project set up is continuing. Schedule to show final date to be June of 2026. Anticipated pumps station location to be discussed at the next meeting.
- Geotech company will start soil borings April 21st.

Big Coppitt Road Elevation and Drainage Project

- BOCC approved a contract with WSP USA Inc. in the amount of $ 3,964,036 at the October BOCC meeting.
- Fully executed contract was sent to WSP on November, 14th,2024, serving as the NTP.
- Kickoff meeting was held on December 19, 2024. Surveying, data collection, environmental survey and geotechnical survey will be happening from January to March.
- January 22, 2025 consultant reported that environmental survey is almost complete and surveyors and the geotechnical crews will provide schedules for work shortly.
- Coordination with FKAA for their reclaimed water line project in Big Coppitt is ongoing.
- The surveying crew started to work on February 3. Surveying, Environmental Survey and Geotech survey are ongoing. We discussed the need to find the location of the pump stations early on. FKKA is invited to all the meetings.
- Survey work is about 40%, Starting the develop of typical sections. Geotech to start soil borings April the 2nd. Ecological surveys are near completion.
- Permit applications are in progress, trying to get the correct back up information. Locations of the pump stations remain pending. T
- he work from FKAA will include a reclaim water system and potable water improvements.
- Schedule will be revised to show final date June 2026.

Flagler Avenue Road Resilience and Drainage Project

- BOCC approved a contract with Graef-USA Inc. for engineering design and permitting services in the amount of $ 3,584,537 at the December BOCC meeting.
- Discussions about pump station location and the necessary coordination with the City of Key West on the entire project were held during kick off meeting.
- Surveying ongoing, Geotech sub lay out all the boring and already apply to the City of Key West for the right of way permit. All utilities have been marked. Engineers visited and walked the entire site on February the 12th.
- Geotechnical contractor completed the soil borings. The majority of surveying field work is done. Starting to create roadway alignments, profiles and sections.
- Consultant has begun setting up CAD templates for the project while waiting for the survey to be completed. Staff is working with consultant on proper invoicing and backup information required by county and grant agencies.

Eaton Street Paving Project

- FKAA has performed trench restoration on the areas for which they were responsible.

- Toppino's began trench restoration Monday 25th of November.
  Milling and Paving operations schedule to start March the 10th.
- Milling operation finished March 21. Paving scheduled to being on Monday, March 24.

ROADS & BRIDGES 1-27-25 THRU 2-25-25

Upper Keys Road Department:
- Buzz Bar/Flail Operation – 16,663 ft/ 3.16 miles
- Buzz Operation Vegetative Debris removed – 15,896 lbs/ 7.95 tons
- Mowing Operation – 152,962 ft/ 28.98 miles
- Weed eating Operation – 125,838 ft/ 23.83 miles
- Sweeping Operation – 17,640 ft/ 3.34 miles
- Sign Department –69 new signs, 29 posts, 5 locates on county roads
- Shoulder work – 95 ft using 1.56 tons of rock on 8 county roads
- Coconut and tree limb removal- 17,360 lbs /8.7 tons removed from 22 county roads
- Road Repair – 40 sq.ft using 4.4 tons of permanent cold patch/aggregate on 2 roads.
- Tree Removal – 3 trees at 640 lbs /.32 tons removed from right of way on 2 roads.
- Trash/Debris/Refuse Picked up and removed – 2,609 lbs /1.3 tons.
- Right of Way Permits issued/completed – 3

Upper Keys Road Department Special Projects/Support:
- 3 fallen tree removals from rights of way at Mahogany Dr, Oleander Rd and Atlantic Blvd, Key Largo
- Assist Engineering with cutting back treeline for the Key Largo III road elevation project
- Assist Facilities with use of bucket truck for lighting repairs at Fire Station 22
- Assist Parks with removal of vegetative debris from Harry Harris Park
- Duck Key Seaview Bridge Weekly inspections and repair
- Assist Engineering Dept at Twin Lakes Project on Shaw Dr emergency road repair due to sink hole
- Stump Grinding project completed of formerly removed trees from county row, 27 stumps on 16 county rights of way
- Assist Solid Waste at Long Key Transfer with equipment transports to and from county garage
- Fabrication of water station at the 105.9 Roads Dept. parking and equipment storage facility
- Begin Pre Hurricane Coconut Removal Operation

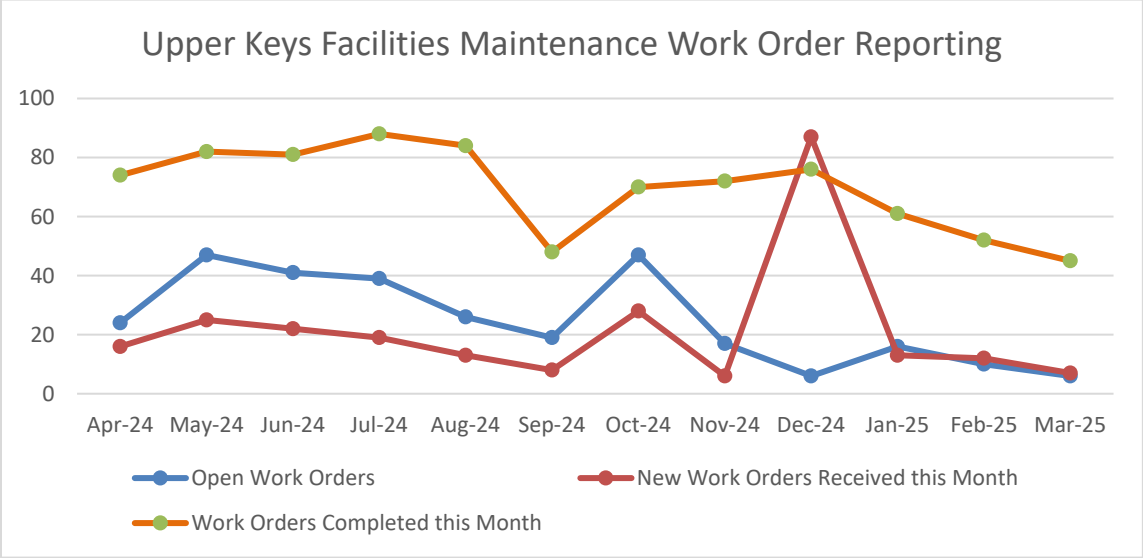
Lower Keys Road Department:
- Drain Cleaning and Inspections - Bertha, First Street, Flagler Ave Key West, Macdonald and Maloney Avenues Stock Island. Boca Chica Road, Geigor Key
- Cold Patch-700lbs total, Key Deer Blvd, Big Pine Key 500 lbs, Boca Chica Road, Geigor Key 40 lbs. Garrison Bight Bridge, Key West,160 lbs.

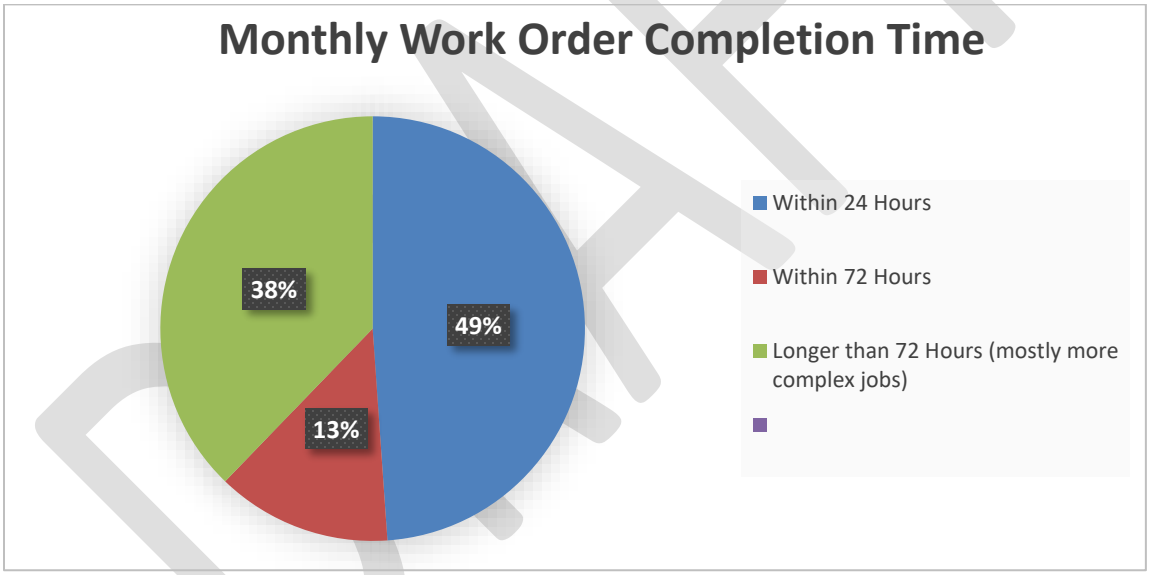
- Shoulder work – Total 885 ft using 11 tons of Recycled Millings and 3 tons Fill- Big pine Key 1St St, Ave A, Long Beach Road, Watson Blvd, Ave B and Geigor Key, Boca Chica Road.
- Brush cut/Chipping Operation - 13 Miles 70,039 ft
- Mowing Operation - 58 Miles 306, 888 ft
- Weed eating Operation – 14 Miles 74,350 ft
- Sweeping – 16 Miles 84,408 ft
- Recycled Mulch – 15 Loads hauled and used at Cudjoe Transfer station
- Hauled Material – 54 Tons of Recycled Millings from Card Sound Road Repair Projeto Rockland Property Stockpile for ongoing projects.
- Sign Department – 55 Signs, 12 Posts, 17 Locates
- RMP's 2 Way Yellow 123 total – 92 used on Golf Blvd, Big Pine Key and 31 used on Boca Chica Road, Geigor Key.
- RPM's 2 Way Blue, 4 used on Gulf Blvd, Big Pine Key.

Lower Keys Road Department Special Projects/Support:

- Investigated drainage issues on Boca Chica Road, inspected and blew out pipe to outfall.
- Graded the shoulder on Boca Chica Road, Geigor Key to resolve flooding issues in the area.
- Roads Supervisor met with MCSO regarding damaged guardrail Stock Island, Roads Department secured and repaired.
- Trimmed coconut trees and removed Coconuts pre hurricane season Sugarloaf Key.
- The Roads Supervisor coordinated with FKAA to investigate an unsafe opening of an old cistern in Big Pine Key.
- Assisted Engineering on School Zone light repair project – Crane Blvd Sugarloaf Key.
- Purchased and picked up material for guardrail maintenance – 40 blocks from Key Largo transporting to Rockland Key property.
- Assist Fleet in transporting equipment from Rockland Key property to Marathon Garage.
- The Roads Supervisor met with MCSO regarding damaged gates accessing FWC property, 939A-secured by Roads Department Staff, repair outsourced and in process.
- Sign Technicians replace damaged Pedestrian Crossing Rebounding Sign at Higgs Beach.
- Staff IMSA Certifications completed and passed Sign and Pavement Markings 1
- Staff training on Roads Elements XS Application

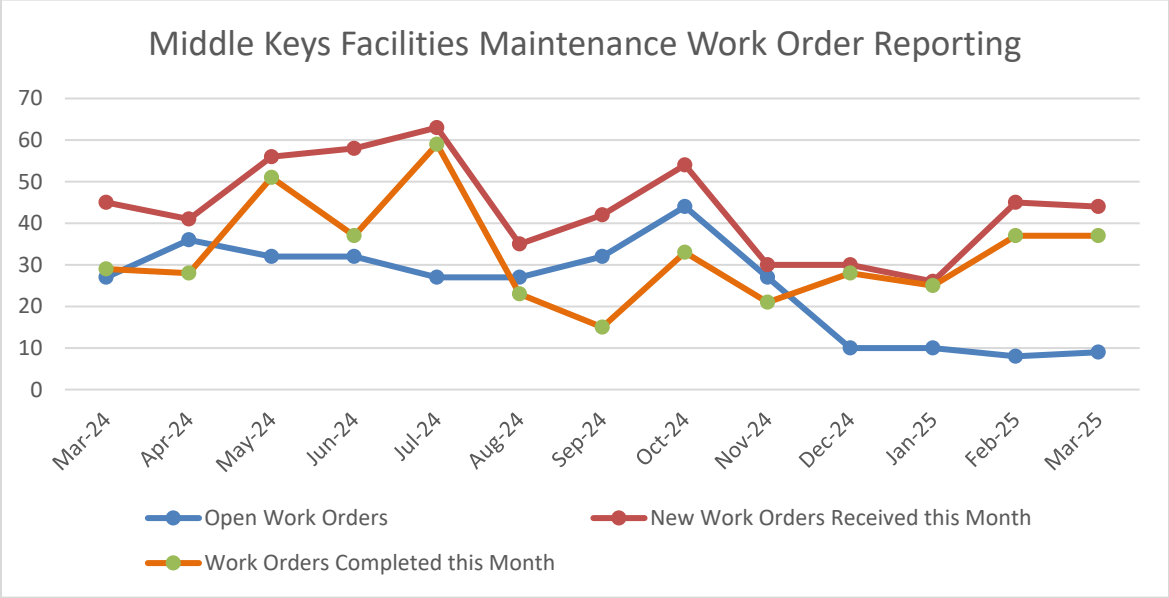
FACILITIES – UPPER KEYS

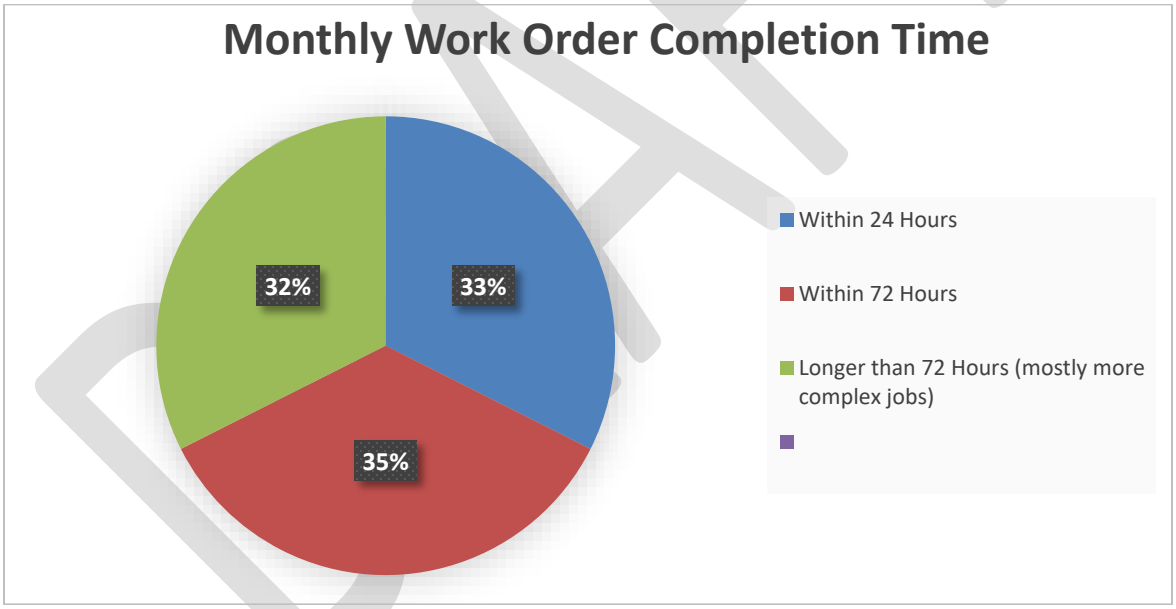




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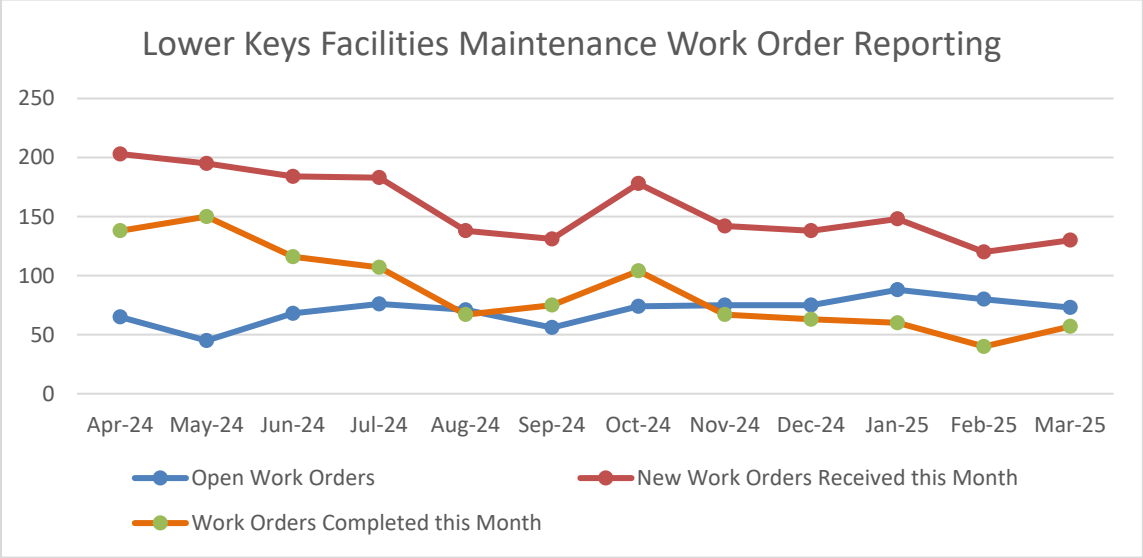
FACILITIES – MIDDLE KEYS

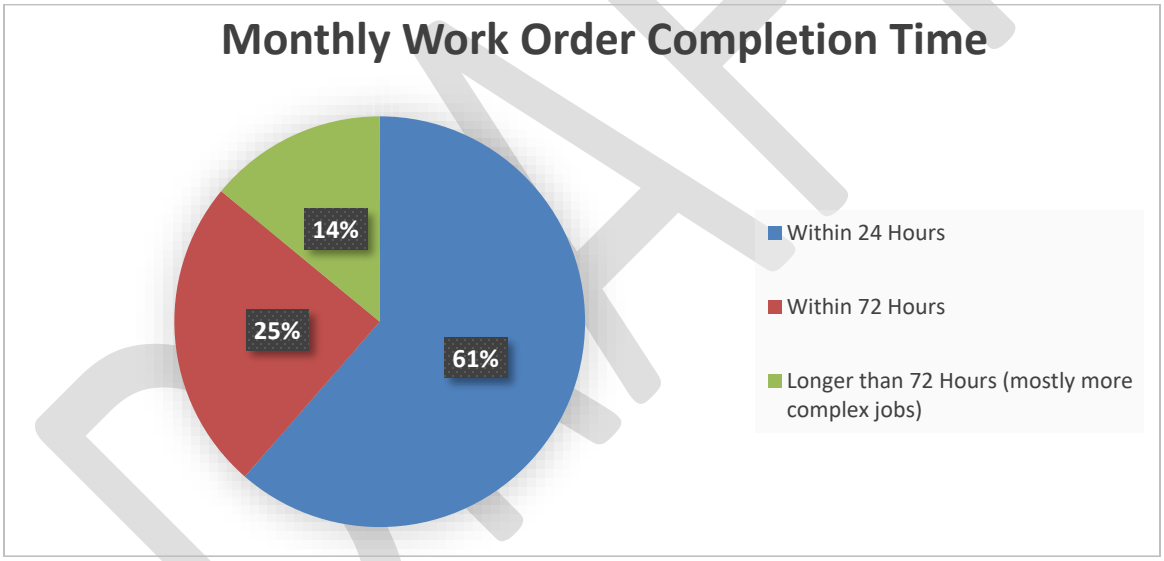




DRAFT

FACILITIES – LOWER KEYS



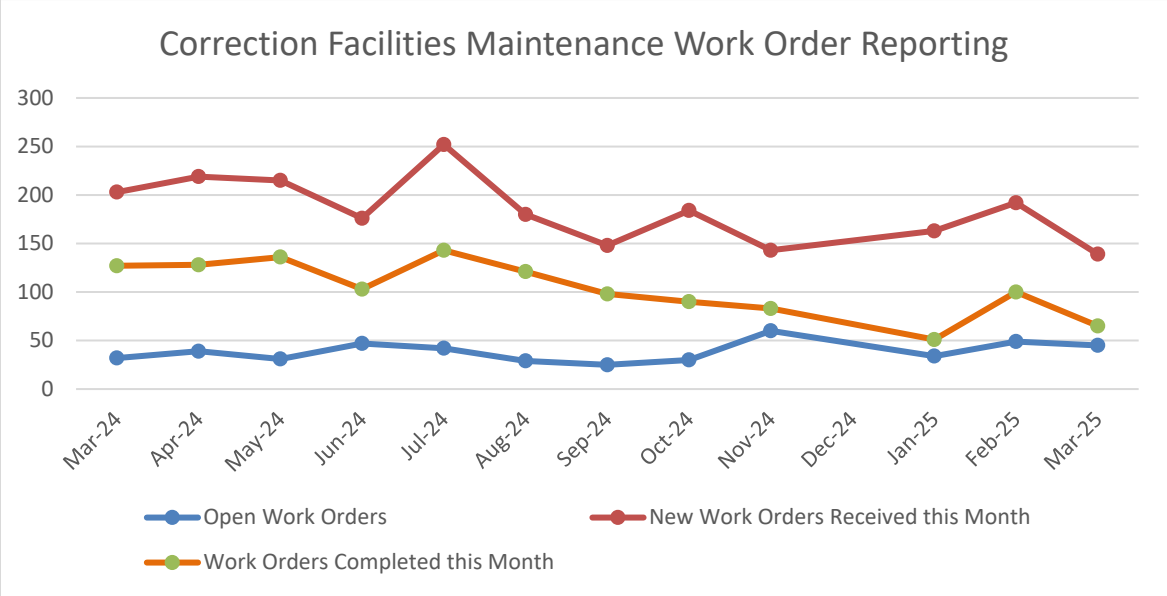


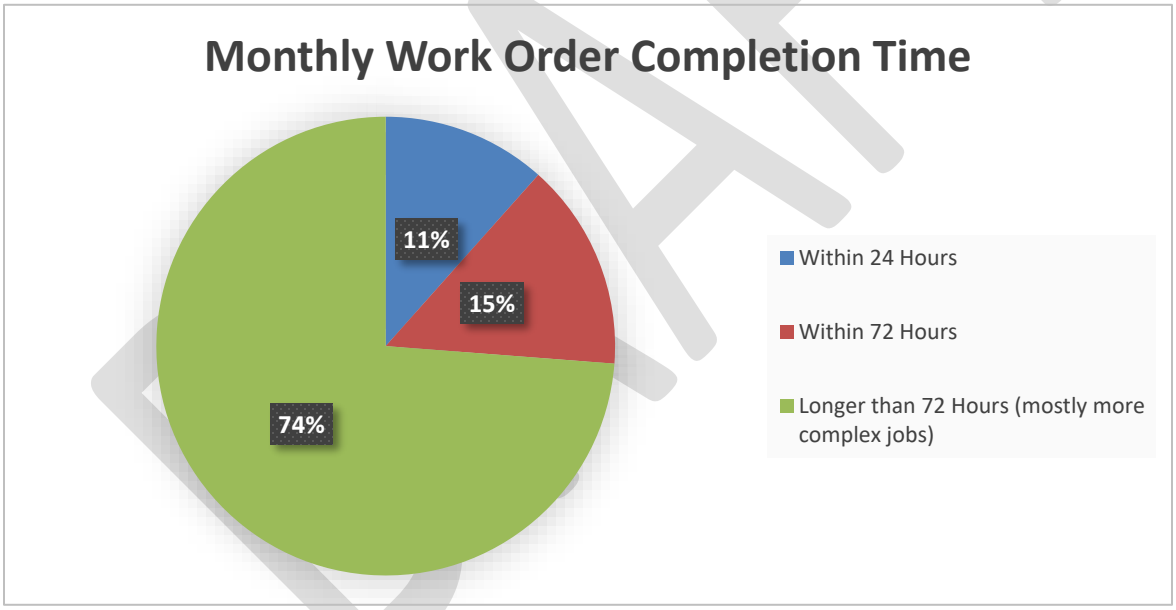
Lower Keys **Facilities Major Accomplishments:**

Install additional shelves & deliver more boxes to Rockland Clerk's Storage
Completed ceiling renovation Records Department
Continuation of Spalling Project at the Gato Building

DRAFT

FACILITIES – CORRECTIONS





DRAFT

FLEET MAINTENANCE

GPS:

- Samsara GPS installations to date: 512 Assets
- Fleet Management and the attorney's office are negotiating a new contract with Samsara.
- SWM has been added to Samsara and will utilize the system to enhance tracking of illegal dumplings, instead of a separate system, saving the county money.
- Added Julie Cuneo to the Samara GPS system in order to run reports for FEMA.

Generators:

- All generators Scheduled for Wednesday Exercise at various hours per building requirements.
- New Generator Program fillable PDF PM forms created.
- Due to the compromised 6,000-gallon Interstitial tank, Plans are in discussion to take GENMEDEX offline, with backup as temp replacement. 150kw Received quote. Genset and Fuel storage tank are in need of replacement. Quotes presented to FAC and trying to acquire ARPA funding for replacement. Still looking for funding.
- Working on getting Old Jail power transfer to FAC43084 need assistance from FAC to transfer circuits to this generator.
- West Summerland Key communication tower generator fail to start on weekly exercise. Generator is not repairable. Portable generator # FAC984, an 80kW assigned, connected, and secured to the site. This portable Generator is required to be removed from site prior to any major storm and returned as soon as possible after any major storm passes. Genset and Fuel storage tank are in need of replacement.
- KL Andros Road tower generator has been taken off-line and fuel drained. A portable generator # FAC9866 a 38kW, has been assigned, connected, and secured to the site. This portable Generator is required to be removed from site prior to any major storm and returned as soon as possible after any major storm passes. Genset and Fuel storage tank are in need of replacement.
- Sugarloaf fire station A portable generator a 40kW, has been assigned, connected, and secured to the site. Sugarloaf FD gen Genset and Fuel storage tank are in need of replacement.
- Evaluating right sized back-up generator for Bernstein Park – per the usage, a 100Kw has been determine for the need in order to run all lights on property. Waiting on approval.

Sheriff Department:

- Performing multiple recalls and repairs on Sheriff's Ford vehicles via "In-House" Warranty repairs, thus reducing the vehicle downtime.

Vehicle Accident Repair:

- Accidents not completed: 6 vehicles in all, 2 are currently in the body shop. 4 awaiting scheduling for repairs.

Vehicle Replacement:

- Building Department awaiting delivery of the Ford Maverick that was delayed due to the brush fire.

- Received a 100 KW generator.
- Ordered One (1) F550 AT37G Bucket Truck for Facilities
- Ordered One (1) F550 AT37G Bucket Truck for Roads & Bridges
- Ordered Two (2) T480 Dump Trucks for Roads & Bridges Have been delivered, In vehicle setup.
- Ordered One (1) T880 Base Road Tractor for Roads & Bridges
- Ordered One (1) T880 with a Aquatech B10 Sewer & Vacuum for Roads & Bridges
- Ordered One (1) T880 with Galfab Rolloff 60K With Tarp System for Solid Waste

Surplus:
- SURPLUS: Working on the next surplus auction with 26 assets.
- AWAITING GRANT RELEASE: 1
    - 1807/6761

Fuel Management:
- Catwalk for Magnolia Fuel Tank Delivered. Assembly Quote received and submitted to FAC.
- The two fuel sites at Marathon and Magnolia combined, processed and distributed approximately (4,896.320) gallons of unleaded and (2,992.100) gallons of diesel fuel

Fuel Storage Tank:
- Fourteen (14) Green Three Ring Binders of documents one for each fuel Storage Tank site, for compliance, and annual inspections are stored at the Marathon location
- An Electronic file will be developed and kept current for all documents on each fuel storage tank site, in order to present to an FDEP official when requested.
- Fuel Storage Tanks will be regularly inspected every 35 days and maintained in compliance by the Generator techs when performing generator M&R. Any M&R documents will be added to FASTER, the three ring binders and the electronic files.
- Documents are to be kept per the regulations of FDEP and the Sunshine Law.
- All tank annual inspections completed and all tanks in compliance for 2024-2025

Storm Preparation:
- Reviewed hurricane responsibilities with Fleet Staff at each potential weather event.
- Developed a Disaster Preparedness Plan for Fleet.
- Work with Preliminary Damage Assessment Team with training - On Going
- Continued EOC Training of WebEOC and Advanced WebEOC completed with Daryl Greenlee and Keith Moriarity - on going.

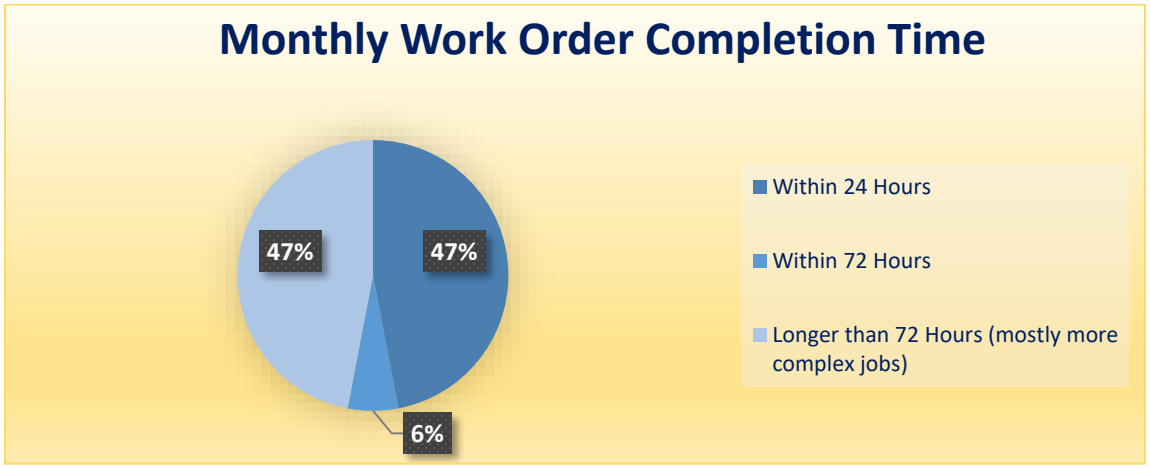
Fleet Employees:
- Fleet Director created extensive Professional Development training planners, applicable to the automotive industry, for all Fleet Personnel. - On-Going
- Fleet Director has registered BOCC Monroe County Fleet with A.S.E. to manage employee A.S.E. Certifications.
- The Fleet Team currently has 147 A.S.E. Certifications. 13 Master Certifications. Two Team members are Triple Master Certified.

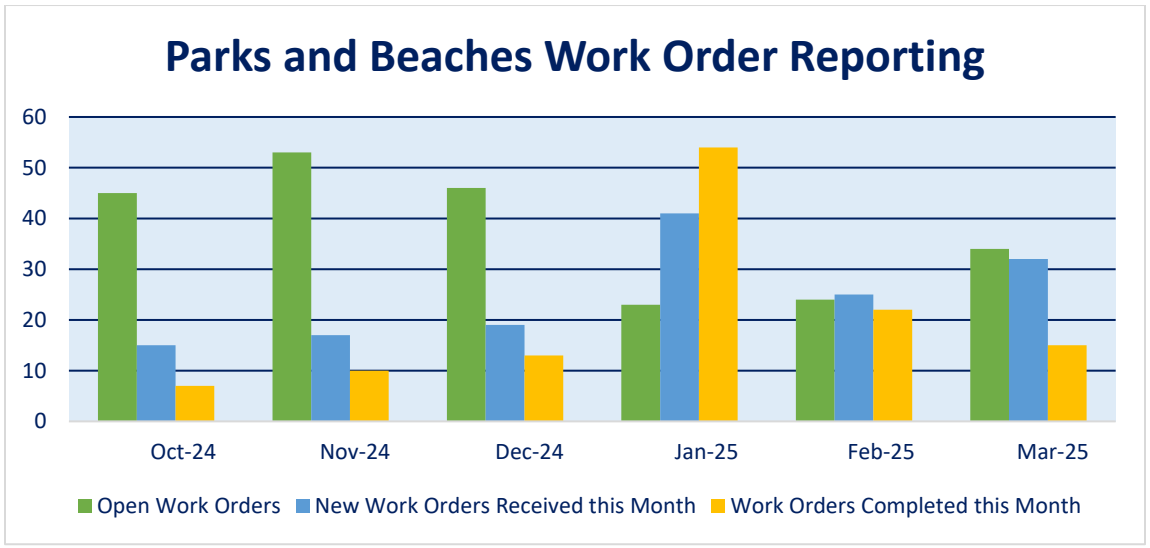
- Rockland Key, Marathon and Plantation Key Garage has been Awarded the A.S.E. Blue Seal Shop Recertification for 2024-2025.

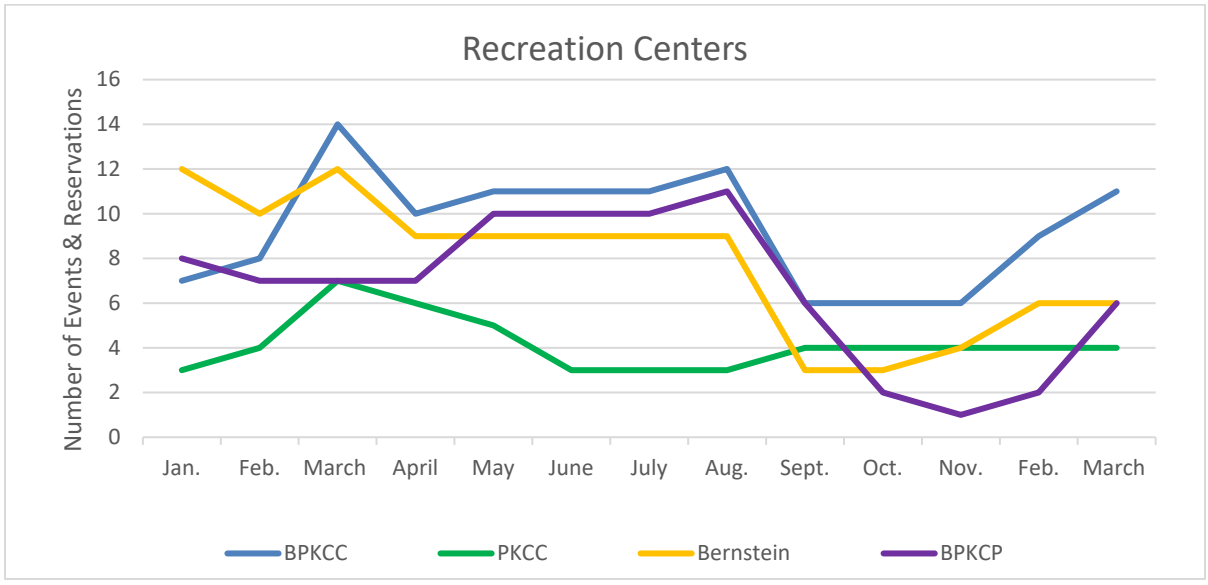
Other Fleet Items:

- Three garages combined, work orders for the month, **397** Work orders completed for February.
- Provided vehicles for the Keys Coast project. - On Going
- Assisting MCFR mechanics for their A.S.E. recertifications, that will help with their E.V.T. certifications.
    - NFPA 1071 Standard for Emergency Vehicle Technician Professional Qualifications,
    - NFPA 1911: Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Emergency Vehicles.
    - NFPA 1912: Standard for Fire Apparatus Refurbishing
    - This will Help MCFC with their ISO rating. - On Going Mentoring
- Working with and coordinating "In-House" Ford Warranty repairs and claim submissions for MCFR mechanics so the work can stay internal – On Going Mentoring
- Mentoring Monroe County FR with coordinating training for MCFR mechanics Joe Maus has access to all Ford Service publications with IDS and FDRS diagnostic systems to support their operations. – On Going Mentoring
- Created four (4) **RED BOOK** binders, one for each garage and the generator shop with needed information on how to address items like injuries, emergencies, and contact information to perform daily duties in the absence of the Mechanic Leads.
- Staff meeting held at the Marathon Garage, every second Tuesday of the month.
- Garage Inspections held Monthly.
- MSDS Data is availability on web-pending **www.msds.com**
- Created a FASTER Dashboard to monitor all four shops top Key Performance Indicators (KPI's).

PARKS AND BEACHES







WELCOME TO OUR

DOT FUN TIMES
PARKS & BEACHES

NEWSLETTER







Big Pine Park

BOCCE - 2025 Special Olympics Florida

Monroe County BOCCE Culmination on February 28th
Numerous schools throughout Monroe County took part in the Bocce Culmination, highlighting their skills and having a great time. The event was truly delightful, attracting many enthusiastic spectators.

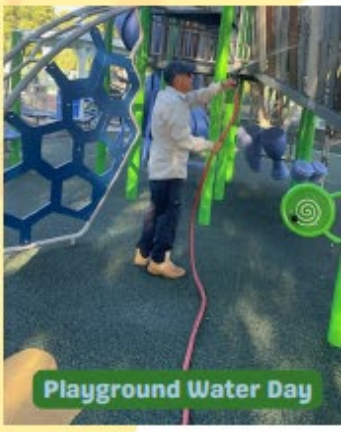
Special Olympics Florida





4A State Road, Little Torch Key

New railings have been installed at the boat ramp to enhance safety and accessibility for all users. These improvements provide better stability for boaters as they launch and retrieve their vessels, reducing the risk of slips and falls. A big thank you to Facilities for patching the ramp.



Playground Water Day



KLP Baseball Opening Day

MC School District Career Fair

Mike Piekenbrock attends career fairs at Plantation Key, Marathon and Key West High School's to meet and educate H.S. Juniors and Seniors about the Monroe County Parks and Beaches recreation programs, to discuss camp counselor opportunities, and to potentially recruit interested candidates.



PARKS & BEACHES



Harry Harris Park

The Florida Keys Wild Bird Rehabilitation Center organized a successful beach clean-up at Harry Harris Park on Wednesday, March 7th. Volunteers came together to remove litter and debris, helping to preserve the park's natural beauty and protect local wildlife.

Current Events

Key Largo Park

Baseball Camp
3/23 10-2pm

Egg Hunt
4/12 9:30am

Harry Harris Park

Baseball Season
February to August 2025

Plantation Key Community Center

JOY Group Classes
Tuesdays & Wednesdays
8am-5pm

Mah Jongg Event
3/25 11am

Big Pine Community Center

English Classes
Mondays
5:30 - 8:30 pm

Big Pine Key Park Activity Center

Spring Camp
03/17-03/21 9am-5pm

Summer Camp
Dates coming soon!

Lower Keys Rotary
Egg Hunt 3/12 9am

Bernstein Park

English Classes for Creole Speakers - MONTHLY
3rd Tuesday & Wednesday
6-8pm

MC Food Waste Management Embracing Earth Day & Food Waste Prevention Event
4/12 11am - 2pm

FEEDBACK

"I just returned from a fantastic week in Key West and absolutely LOVED playing pickleball at the Higgs Beach courts! The free, open play and organized rotation were great, and everyone was so welcoming, making it easy to join in. Plus, playing right by the ocean was incredible! It was the highlight of my trip—thank you!" *Lauren*

CAMP

Spring camp has been absolutely fantastic! The kids had a great time on field trips, playing games, and forming new friendships. A big thank you to our camp counselors for making it such a fun and memorable experience for the campers!







Other completed projects:

- BPK park doggie drinking station repaired
- Harry Harris beach bucket clean up station installed
- Harry Harris fence repaired.
- BPK park press box re-pained
- Sunshades installed over bleachers at KLP Courts
- Harry Harris new concession stand door installed
- Harry Harris scoreboards repaired
- Pine Channel docks cleaned
- Higgs Courts new nets installed

Upcoming projects:

- Key Largo Park pavilion roof repairs
- Harry Harris beachside playground repairs
- Key Largo Park Installing fitness equipment
- Watson Park new games to be installed
- Harry Harris tollbooth counter replacement
- Friendship, and Harry Harris Park new welcome signs
- New concrete trash cans
- Bernstein Park playground repairs

County of Monroe
The Florida Keys

SOLID WASTE MANAGEMENT

MEMORANDUM

Monthly Departmental Report for March 2025

March:

- Since the approval in February, by the BOCC, to enter into an agreement with a tire recycler, there have been 41 tons of tires, removed from the county transfer stations. By utilizing the tire recycler, Monroe County kept approximately 3025 tires out of the landfill during the month of March.

- Focus and coordination for the planning and requirements to complete the permitting process of the equipment sheds for all three transfer stations. The sheds will be utilized to secure equipment, vehicles and machinery from weather, vermin, and other elements that can prematurely destroy assets.

- Monroe County Recycling and Outreach Coordinator in conjunction with Waste Management, Inc. has scheduled a tour of the recycling facility in Pembrooke Pines for Thursday, March 27, 2025. Those benefiting from the educational awareness include, county staff, City of Key West staff, and local non-profit organizations.

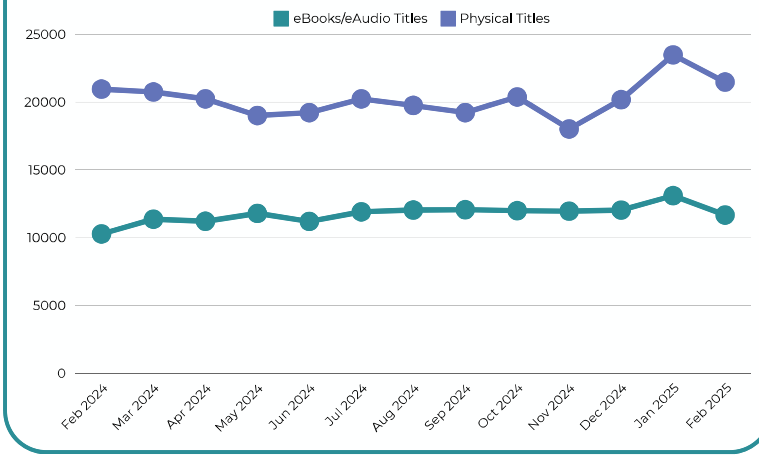
MONROE COUNTY PUBLIC LIBRARY
FLORIDA KEYS - SINCE 1892

Library Services
Monthly Activity Report
February 2025

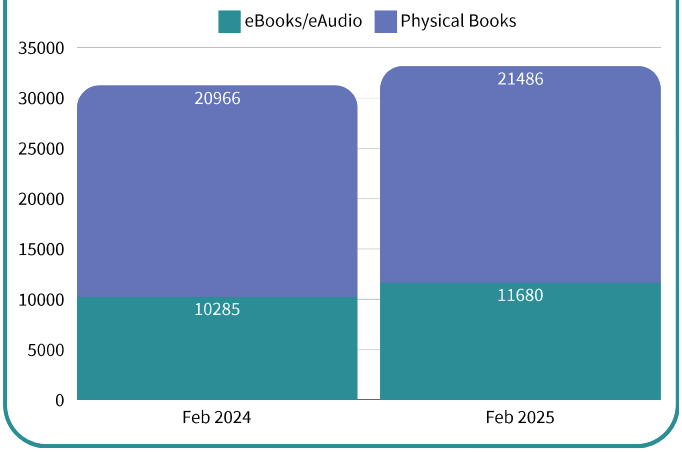
Section 1
Performance Snapshot

Library Materials Circulation

CIRCULATION 12-MONTH TREND



CIRCULATION COMPARISON TO THIS MONTH LAST YEAR

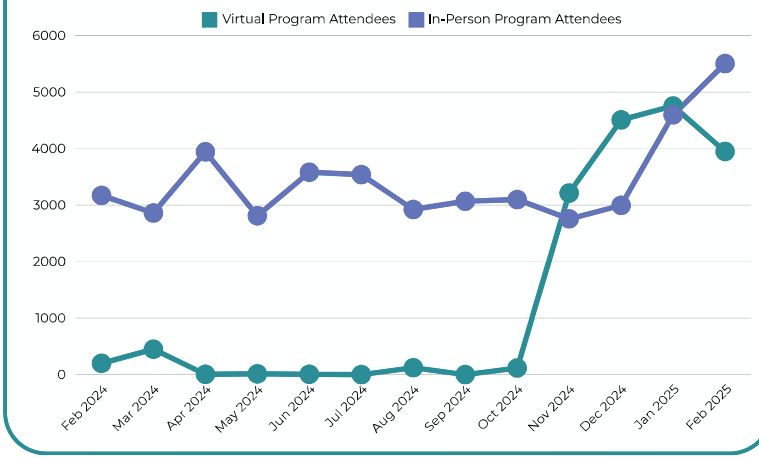


PHYSICAL TITLES CHECK OUT - FEB 2025
21,486
2.5% Increase from previous year

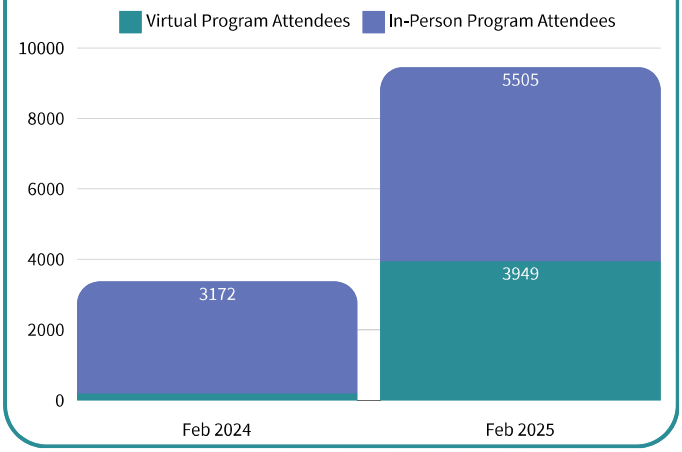
EBOOK/AUDIO TITLES - FEB 2025
11,680
13.6% Increase from previous year

Library Programming

PROGRAMMING 12-MONTH TREND



PROGRAMMING COMPARISON TO THIS MONTH LAST YEAR



IN-PERSON PROGRAM ATTENDEES - FEB 2025
5,505
73% Increase from previous year

VIRTUAL PROGRAMMING ATTENDEES - FEB 2025
3,949
1800% Increase from previous year *

* Initiatives taken across all branches to provide recurring online content has increased attendance from around fifty attendees to a few thousand virtual attendees each month.

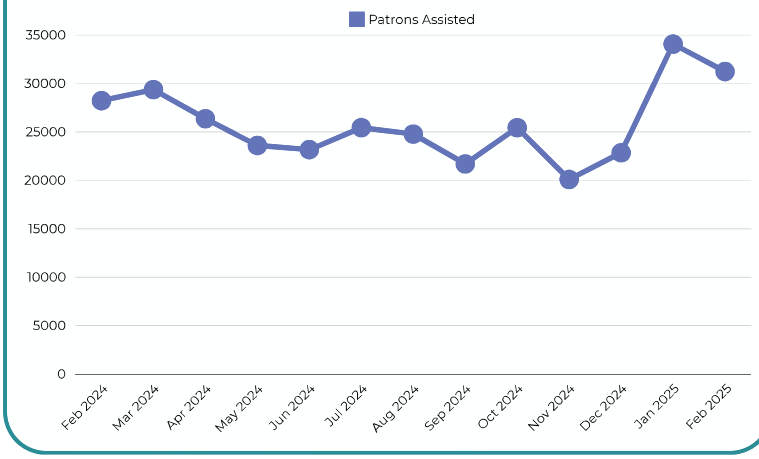
MONROE COUNTY PUBLIC LIBRARY
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Library Services
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February 2025

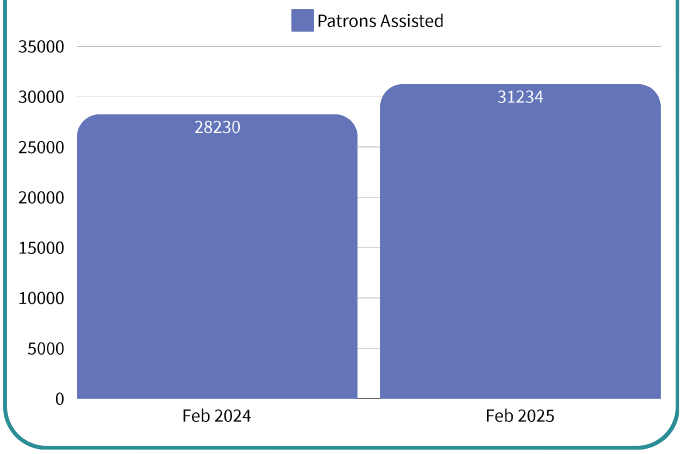
Section 1
Performance Snapshot

Patron Services

PATRONS SERVICES - 12-MONTH TREND



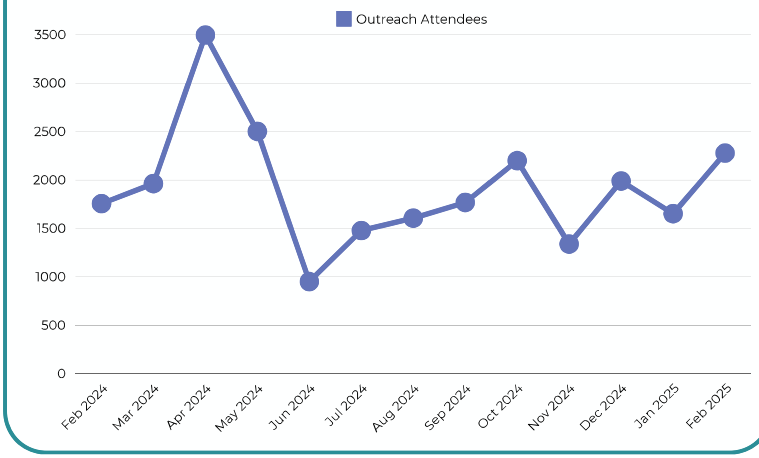
PATRON SERVICES TO THIS MONTH LAST YEAR



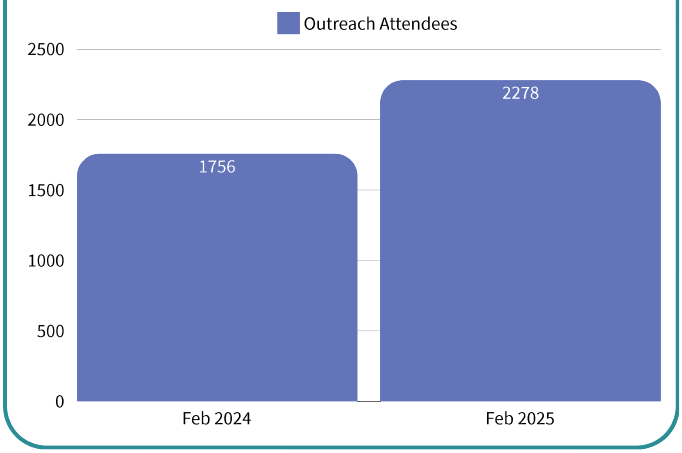
PATRONS ASSISTED SYSTEM-WIDE - FEB 2025
31,234
11% Increase from previous year

Community Outreach

OUTREACH 12 - MONTH TREND



OUTREACH COMPARISON TO THIS MONTH LAST YEAR



COMMUNITY OUTREACH ATTENDEES SYSTEM-WIDE - FEB 2025
2,278
30% Increase from previous year *

SYSTEM-WIDE

- Total circulation of physical and digital titles continues its trend of breaking library circulation records.

FLORIDA KEYS HISTORY CENTER

- The Florida Keys History Center continues its practice of hosting informative and entertaining lectures on the history of the The Florida Keys.
- The Old Florida Keys in 3D - Using special software, Dr. Corey Malcom converted the FKHC's collection of 19th and 20th century Keys stereo-photographs to an audience-friendly

KEY WEST BRANCH

- The branch held a popular outreach at the S.O.S. Field Day at Bernstein Park.
- NASA Ambassador Kevin Gallagher presented images of Jupiter from the Webb Telescope.
- Friends of the Library Gala & Murder Mystery Tea was held featuring murder mystery novelist Ann Cleeves.
- The branch was awarded 2nd place in Motorized Vehicle / Golf Carts for the Holiday Parade. The plaque was presented by the Key West City Commission. It was accepted by Amy the Shark!
- Author presentations by Leslie Linsley, Cheryl Lu-LIen Tan, and Ann Hood drew a huge crowd every Monday night during the speaker series.
- Author Michael Ruhlman spoke to Key West High School students about his new teen novel and the writing process.



BIG PINE BRANCH

- Outreach at the AARP meeting at the Community Center sparked a word-of-mouth foot traffic increase among seniors.
- The branch started two programs for seniors on Thursdays: Crafternoon and the Board Games meetup.
- Proving once again that Big Pine is big on jazz: Veronneau pulled in record attendees.
- The Friends of the Big Pine Library have a new teen volunteer, the daughter of a local juvenile fiction author (final book in trilogy in the works).

MARATHON BRANCH

- The musical concerts in February were very successful with Vellamo and Veronneau drawing in twenty-three and twenty-five attendees respectively.
- The United Way tax preparation on Wednesdays from 10 am - 2 pm continues to be an invaluable service as mentioned by many library patrons.
- The homeschool program on Thursdays receives great attendance from both age groups. Marathon library had record overall attendance on Thursday 02/20/25 with 291 patrons total.

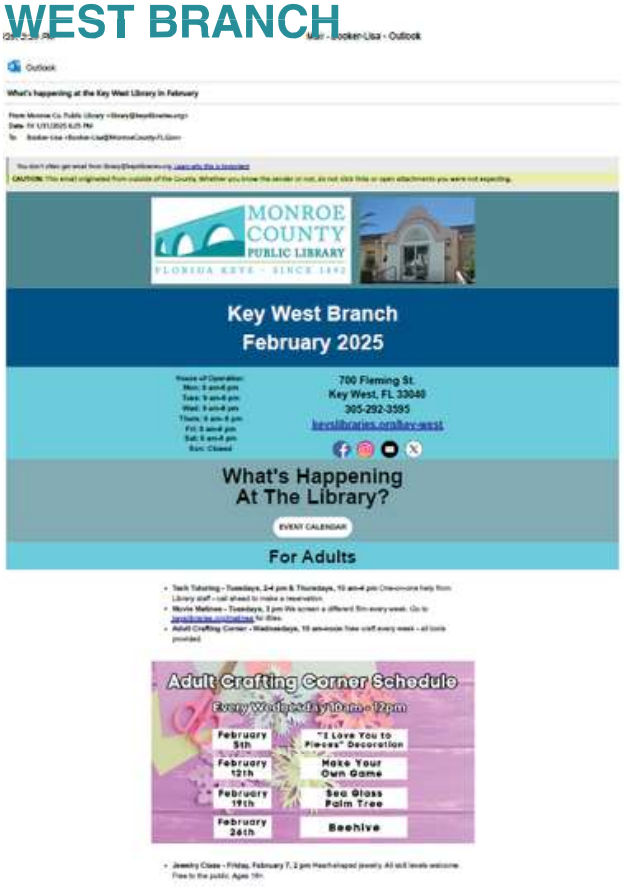
ISLAMORADA BRANCH

- Popular programs for the community's youth include Homeschool Art, STEM Stuff, Story Time with Ms. Chris, Pokemon & Games, Coding Class, and more.
- Popular programs for the community's adults include Fiber Arts, Adult Art Club, Tech Help, and more.

KEY LARGO BRANCH

- Last of the Art classes were filled to capacity. A selection of art from the classes was on display.
- The second of two Conch Shell Blowing Classes was a success. Registration is full for the last class scheduled for March 28.
- Monthly homeschool meeting is taking off with almost thirty in attendance.
- VITA tax assistance is very popular with residents. One day is schedule in Feb. and one in March.

KEY WEST BRANCH





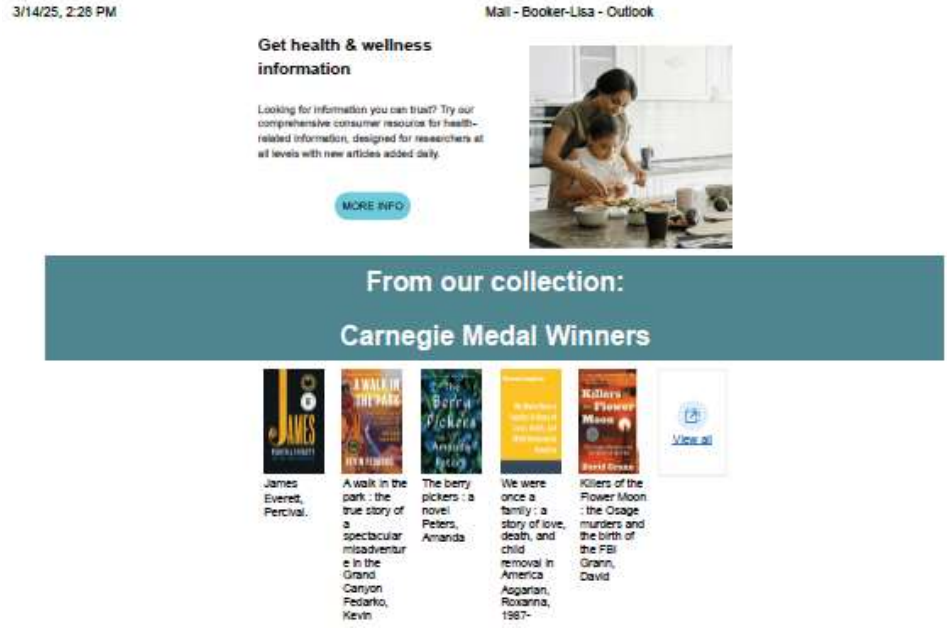




KEY WEST BRANCH





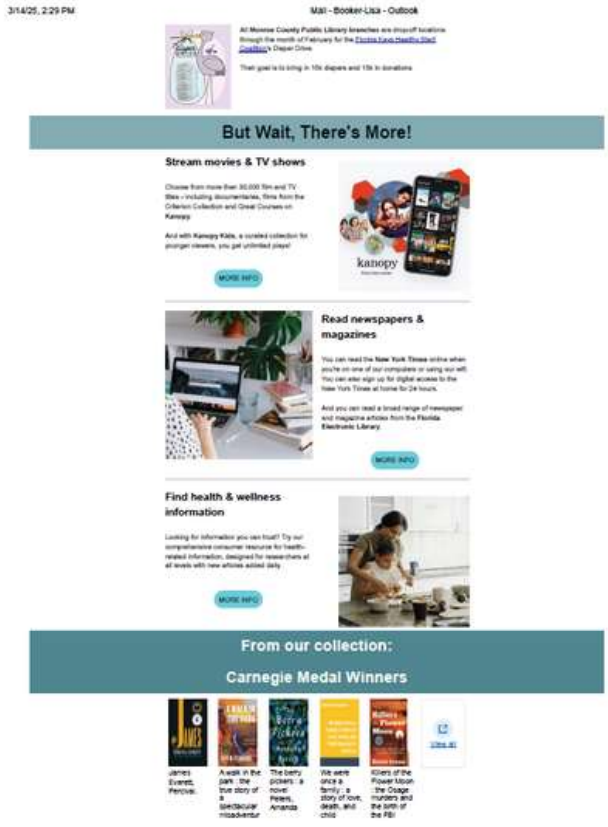


BIG PINE BRANCH







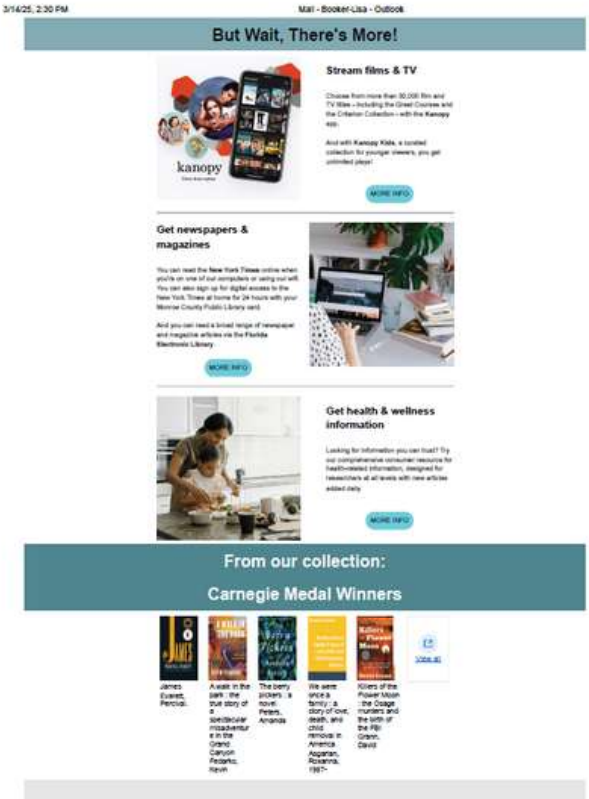


MARATHON BRANCH

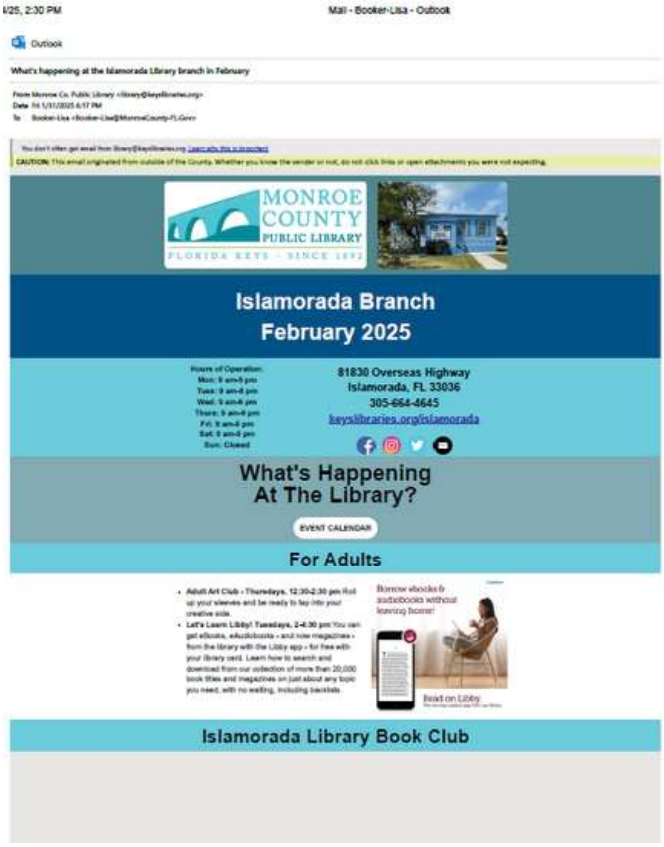








ISLAMORADA BRANCH









ISLAMORADA BRANCH

3/14/25, 2:30 PM Mail - Booker-Lisa - Outlook

On Display in the Community Room

Art Guild of the Purple Isles Photography Exhibit
February 3-April 4



Also @ the Library



Quit Your Way

No Cost Business Consulting

America's SBDC Florida FIU Business



Matecumbe Historical Trust



Income Tax Assistance

3/14/25, 2:30 PM Mail - Booker-Lisa - Outlook

Holiday Closing



Presidents Day

★ New Website On The Way ★

COMING SOON to the Monroe County Public Library

We're getting a whole new look at keysslibraries.org

Diaper Drive



But Wait, There's More!

Stream movies & TV shows





Get health & wellness information

3/14/25, 2:30 PM Mail - Booker-Lisa - Outlook

Get newspapers & magazines

You can read the **New York Times** online when you're on one of our computers or using our wifi. You can also sign up for digital access to the New York Times at home for 24 hours.

And you can read a broad range of newspaper and magazine articles via the **Florida Electronic Library**.



MORE INFO

From our collection:

Carnegie Medal Winners



James
Everett, Percival.



A walk in the park : the true story of a spectacular misadventure in the Grand Canyon
Fedarko, Kevin



The berry pickers : a novel
Peters, Amanda



We were once a family : a story of love, death, and child removal in America
Asgarian, Roxanna, 1987-



Killers of the Flower Moon : the Osage murders and the birth of the FBI
Grann, David

View all

You can sign up for this monthly email by scanning this QR code.

KEY LARGO BRANCH

Outlook

What's happening at the Key Largo Library Branch in February

From Monroe Co. Public Library <library@keyslibraries.org>
Date Fri 1/31/2025 5:12 PM
To Klingener-Nancy <Klingener-Nancy@MonroeCounty-FL.Gov>

CAUTION: This email originated from outside of the County. Whether you know the sender or not, do not click links or open attachments you were not expecting.

MONROE COUNTY PUBLIC LIBRARY
FLORIDA KEYS - SINCE 1892



Key Largo Branch
February 2025

Hours of Operation:
Mon: 9 am-8 pm
Tues: 9 am-6 pm
Wed: 9 am-6 pm
Thurs: 9 am-6 pm
Fri: 9 am-5 pm
Sat: 9 am-5 pm
Sun: Closed

101485 Overseas Highway
Key Largo, FL 33037
305-451-2396
keyslibraries.org/key-largo

What's Happening At The Library?

EVENT CALENDAR DOWNLOAD THE CALENDAR

For Adults

- **Creative Tuesdays - 1-3 pm** Spend an informal creative afternoon with fellow artists to connect in a supportive environment to inspire, rejuvenate, and encourage artistic growth. Bring your own painting supplies and finish your own art or if you are interested, participate in periodic organized painting activities.
- **Tech Tutor - Wednesdays 1-4 pm** Bring your device and questions for one-on-one help.
- **Great Decisions: U.S. Changing Leadership of the World Economy - Thursday, February 6, 2 pm** - Visit the library for an informative article on the topic to read ahead of time. We'll watch a brief video on the topic, then discuss.



- **Sit + Sew - Fridays, 9:30 am-1 pm (No meeting Feb. 7)** Bring your sewing machine and current project to sew, share ideas and meet new friends
- **Eco-Voices: MarineLab - Friday, February 7, 11 am** You've seen the signs at MM 103, but have you ever visited MarineLab? Join us for an informative talk about their mission to promote ocean conservation through education, research and collaboration.

- **Eco-Voices: Dolphins Plus Marine Mammal Rescue - Monday, February 10, 11 am** Join us for the last event in the Eco-Voices series, an informative talk about Dolphins Plus, their rescue efforts and their mission.
- **Art Class: Group Mural - Monday, February 10, 1-4 pm** This art class will include birds, fish, marine mammals and more as we create an expansive mural with acrylic paints to be included in the March Art Exhibit in the Key Largo Library's Community Room. All supplies provided. **Max 20. Registration required.** Register here.
- **Adult Craft: Planter Pals - Wednesday, February 12, 10 am-12 pm & Thursday, February 20, 2- 4 pm**
Unleash your creativity with Planter Pals - adult craft fun where participants can design and decorate clay pots with character! Supplies are limited. **Register at the library.**

- **Conch Shell Blowing Class - Monday, February 24, 4 pm** Presented by Karen Sax and Wavy Davy. Develop the skills to blow the conch shell and enjoy the deep, calming tones it creates. Sponsored by Shell World. Conch shell provided, max 15 participants. **Register at the library.**



Books & Bites



Join us at **Num Thai, 103200 Overseas Highway, #3**, on **Tuesday, February 25, from 6-7:45 pm** to discuss ***Bad Monkey*** by Carl Haasen:

Andrew Yancy - late of the Miami Police and soon-to-be-late of the Monroe County Sheriff's Office - has a human arm in his freezer. There's a logical (Haasenian) explanation for that, but not for how and why it parted from its shadowy owner. Yancy thinks the boating-accident/shark-luncheon explanation is full of holes, and if he can prove murder, the sheriff might rescue him from his grisly Health Inspector gig (it's not called the roach patrol for nothing).

Borrow the book from the Key Largo Library or the eBook through Libby. Food & drinks are available for purchase.

For Kids, Teens & Families

- **Story Time - Tuesdays & Thursdays, 10:30-11:30 am** Join us for stories & songs to enrich children's pre-literacy skills. Ages 0-5.
- **Lego Club - Tuesday, February 4 & 18, 4 pm** Work on your own or as a team and test your skills with the February building challenges: **Feb. 4** - Random Pieces Challenge, **Feb. 18:** Heart Catapult. All supplies provided. Ages 6-11.
- **Hearts & Crafts: A crafting extravaganza - Wednesday, February 12, 3:30-5 pm** Get ready to spread some love on Valentine's Day. All materials will be provided – just bring your imagination and creativity! For Ages 6-11.



- **STEM: Domino Discovery Lab - Thursday, February 13, 4 pm** Explore basic principles of physics with dominoes. Let's build some epic runs and then get into the real fun: knocking them down! All supplies provided. Ages 6-11.
- **Homeschool Meet & Greet - Wednesday, February 19, 1-3 pm** Looking for some engaging activities for your homeschoolers? In February, we will be digging into rocks and minerals and how they form. Our study of the rock cycle and fossils will help us "dig" into our own mine. Come check it out and dig into some snacks and fun!
- **Florb Coding Club - Thursday, February 27, 4 pm** Have your heard about Florb Code? We now have this learn-to-code solution available at keyslibraries.org. Let's come together and create websites, games, animations, or other programs of your choosing. Bring your own device or use a library laptop. Requires a FREE Library card to sign up. Ages 8+

Film Screening



Friday, February 21, 3 pm

Come learn about Florida seafood! Join **Sereia Films** for a screening of three short documentaries featuring local seafood producers: a yellowtail fisherman from the Keys, a tilapia farmer outside of Clewiston, and an oyster farmer in Sebastian, Florida.

Blind Date With A Book

February 1-28

Need a date this Valentine season? Try our **Blind Date With A Book** selection! Each book has been read and carefully selected just for your blind date.

Your date will even come with some special treats to help with the enjoyment of your time together.



On Display



Florida Keys Quilters

Community Room

The work of the **Florida Keys Quilters** will be on display in our Community Room **through the month of February.** On **Saturday, February 1**, members of the group will be here to show off and talk about their work. Stop in and admire their creativity and craftsmanship!

First Friday Concert

Brian Smalley

Friday, February 7



Smalley's work blends the reflective storytelling of Americana with the twang of traditional country, drawing influence from the rich musical traditions of the United States. His songs, which explore themes of love, grief and life's intricacies, strike a strong emotional chord with listeners.

Also @ the Library

Upper Keys Fishing Club

Monday, February 3, 6:30 pm

The Upper Keys Fishing Club meets at the Library on the first Monday of each month.

Plant Clinic & 'Love Bird' Project

Wednesday, February 5, 9 am-noon

Master Gardener Volunteers will be at the Key Largo Library to answer your gardening/landscape queries. Make a heart shaped peanut butter and seed feeder! Learn tips on bird watching and various bird-friendly plants. Supplies provided. All ages.

MORE INFO



KEY LARGO BRANCH



Quit Your Way

Wednesdays, 1 pm

Get advice, free products and plans to help you quit smoking every Wednesday at 1 p.m. Sponsored by AHEC (Area Health Education Center).

MORE INFO

No-Cost Business Consulting

Wednesday, February 5, 12 & 19, 2-5 pm

Do you have questions on how to start, finance, or market a business? Let our Small Business Development Center (SBDC) Consultants assist you with your business planning at no cost to you. Reserve your time by emailing [email] to make a reservation.



Hands-Only CPR

Monday, February 10, 5-7 pm

Free Hands-Only CPR class led by certified registered nurses from Baptist Health will be offered at the Key Largo Branch Library. **Also March 10.** To register, email [email]. Space is limited.

Free legal help

Wednesday, February 26, 10 am-1:30 pm

Legal Services of Greater Miami provides free civil legal services for the low-income communities of Miami-Dade and Monroe counties. Call **800-500-2700** or [website].

MORE INFO





Income Tax Assistance

Thursday, February 27 & March 13, 10 am-2pm

Get help with your taxes, thanks to the trained volunteers of the **United Way of Collier and the Florida Keys.** Free tax help for those making $67,000 or less annually. To register, call **305-593-1479** or email [email].

MORE INFO

Holiday Closing

Presidents Day

Monday, February 17

All branches of the Monroe County Public Library will be closed in observance of Presidents Day.



New Website On The Way



We've been working hard on a new look for our website, **keyslibraries.org.** We expect it to go live in the next week or two... it will feature:

- A new, easier-to-use **calendar** to keep track of what's happening at your local library branch
- A new and improved site for the **Florida Keys History Center**
- A **Conch Shell button** that will always bring you back to our main menu
- Translations into **Spanish** and **Haitian Creole**

Diaper Drive

All **Monroe County Public Library branches** are drop-off locations through the month of February for the Florida Keys Healthy Start Coalition's **Diaper Drive.**

Their goal is to bring in 15k diapers and 15k in donations.



But Wait, There's More!



Stream movies & TV

Choose from more than 30,000 film and TV titles - including the Great Courses and the Criterion Collection - with the **Kanopy** app.

And with **Kanopy Kids**, a curated collection for younger viewers, you get unlimited plays!

MORE INFO

Get newspapers & magazines

You can read the **New York Times** online when you're on one of our computers or using our wifi. You can also sign up for **digital access to the New York Times at home for 24 hours.**

And you can read a broad range of newspaper and magazine articles via the **Florida Electronic Library.**



MORE INFO

Improve health & wellness

Looking for information you can trust? Try our comprehensive consumer resource for health-related information, designed for researchers at all levels with new articles added daily.

MORE INFO



From our collection:

Carnegie Medal Winners



View all

James Everett, Percival

A walk in the park : the true story of a spectacular misadventure in the Grand Canyon Fetterkis, Kevin

The berry pickers : a novel Peters, Amanda

We were once a family : a story of love, death, and child removal in America Asgarian, Roxanna, 1987-

Killers of the Flower Moon : the Osage murders and the birth of the FBI Gramm, David

Did someone forward you this email? You can sign up here for this and other newsletters from the Monroe County Public Library - including the monthly Island Chronicles from our Florida Keys History Center:

NEWSLETTER SIGNUP

Monroe County Public Library, Key Largo Branch
101485 Overseas Highway
Key Largo, FL 33037
305-451-2396

WEBSITE CATALOG

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700 Fleming Street, Key West, FL 33040

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IN THE PUBLIC'S INTEREST

Library Book Sale

The Friends of the Key West Library will hold a book sale from 10 a.m. to 1 p.m. on Saturday, March 1, in the library's Palm Court, 700 Fleming St. Early admission at 9:30 a.m. will be offered to Friends of the Library members.

HHW Collection

The City of Key West will provide a free drop-off of household hazardous waste

Call To Artists

The 26th annual Schooner Wharf Open Air Art Show & Music Affair is scheduled for Saturday, March 1. The event is open to artists of all mediums. For information, visit schoonerwharf.com/Default.aspx. For applications or questions,

AROUND THE KEYS

Software your event listed in Around the Keys, e-mail the who, what, where and when to newsroom@keysnews.com.

Academy Awards party

Tropic Cinema will host a live viewing party on Sunday, March 2, to celebrate the Academy Awards. Tickets are $30, $20 for members and include catered hors d'oeuvres from small Chef at Large, two free drink tickets and desserts by Moon Dog Café. For information or to book tickets, visit tropiccinema.com or call 305-517-4161. The Tropic Cinema is located at 416 Eaton St.

Free museums

There will be free admission at all four Key West Art & Historical Society museums on Sunday, March 2. A historian Cuddy ED is required at the Custom House, Lighthouse, Fort East Martello and Tennessee Williams Museum.

Historic Tours of America

HTA offers all locals with a valid Monroe County ID a free ride on the Conch Tour train and the Old Town Trolley as well as admission to the Aquarium, the Shipwreck Museum and the Little White House on Sunday, March 2. For information, visit trolleytours.com/key-west/coupon-promotions.

Free garden admission

The Key West Tropical Forest & Botanical Garden offers free admission to locals with Monroe County ID from 10 a.m. to 4 p.m. on Sunday, March 2, for information, call 305-296-1504 or visit keywest.garden. The garden is located at 5210 College Road.

Aqua Idol

Aqua Idol will be held at 6 p.m. Monday, March 3, at Aquaphix, 311 Duval St. Vocalists will be singing to raise funds for the Waterfront Playhouse. This event runs each Monday through March 10.

UPPER KEYS WEEKLY / MARCH 6, 2025

BRIEFLY

Talk highlights history of volunteer fire service

Frank Conklin

The Historic Preservation Society of the Upper Keys' upcoming presentation features Frank Conklin for a talk on the history of Key Largo's volunteer fire rescue service on Monday, March 10 at 7 p.m. at Coral Isles Church, 90001 Overseas Highway on Plantation Key in Islamorada. Learn about the service and what's happening with the museum being created in the small original 1955 fire station at MM 99, oceanside. The talk is free and open to the public.

League of Women Voters hosts United Way

On Monday, March 10 at 6 p.m., the Upper Keys League of Women Voters will meet at the Keys Jewish Community Center, located at MM 93, oceanside. Guest speaker will be Leah Stockton, Keys Area president of the United Way of Collier and the Keys, who will explain the many ways the United Way serves the Keys.

The league is a non-partisan organization focused on voter education and services. More information is at the Upper Keys League of Women Voters page on Facebook or via email to uklwvtreasurer@gmail.com.

Historian to speak on stereography

The Matecumbe Historic Trust and the Islamorada library will host a free lecture in the Islamorada library on Tuesday, March 11 starting at 6 p.m. Corey Malcom, lead historian for the Florida Keys History Center, will present "The Old Florida Keys in 3D." This presentation will explore the art of stereophotography as practiced in the Keys over the past 160 years, and he will explain the history and technology behind the technique. Using special software, Malcom has converted the center's collection of 19th- and 20th-century Keys stereo photographs to an audience-friendly format. 3D glasses will be provided.

The Florida Keys History Center is a division of the Monroe County Public Library System tasked with the following mission: "To explore, preserve, promote, and make accessible the history of Monroe County, Florida."

The presentation is free and open to the public. More information is at matecumbehistorical-trust.org or 305-393-0940.

Orchid Society hosts Bill Peters

The Florida Keys Orchid Society will host Bill Peters of Whimsy Orchids for a hands-on demonstration of orchid care on Tuesday, March 11 at 6 p.m. at the Key Largo Civic Club. Peters has been commercially involved in the orchid-growing business for [illegible] years. Raffles and refreshments will be available. The public is welcome.

Signups open now for conch shell blowing class

Conch shell blowing class members.

Sign up now for the conch shell blowing class at the Key Largo Library. "Wavy Davey" Adamusko will teach the finer points of making a joyful noise to 15 adults. The conch shell blowing class is March 28 at 4 p.m., but signup is open from Monday, March 10 through March 20. Classes fill up fast and there could be a waiting list. Shell World has sponsored this class and donates a conch shell to go home with each student. Sign up at the library for the March class.

UPPER KEYS WEEKLY / MARCH 6, 2025

DICATION TO MALS & CHILDREN

Beginnings founder and new social media manager for Shelter, with Ben Kemmer, CEO for the children's shelter.

friends! Reef the fox here with your Reef's

to function at my best. If this job cuts into my daily affirmations, we're gonna have words. Social media priorities: As a fox-fluencer, I expect my brand to be maintained at its usual five-star standard. Will my perfectly crafted Instagram posts suffer? Will the world still get their daily dose of my ridiculous antics and devastating good looks? I demand reassurance.

The obvious upside: If there's anyone who understands what it's like to feel lost and in need of love, it's me. I was tossed aside by humans who saw me as nothing more than a product, and my mom fought like crazy to give me a new life. The kids at the Florida Keys Children's Shelter? They're also searching for safety, love and a place where they can finally feel at home. And if my mom can give them even a fraction of the dedication she gives to us foxes, then I know they're in good hands. She's going to be out there telling their stories, shining a light on their resilience, and making sure the world knows how incredible they are, just like she does for us at Pawsitive Beginnings.

Final verdict: Even though I may have to share my mom with even more humans now, I get it. She's meant to do this work. She was born to be a voice for the voiceless, whether they have fur, feathers, or just big hearts in need of healing.

Now, if you'll excuse me, I need to dramatically flop onto my bed and sigh for dramatic effect.

Until next time, Reef, over and

Pet of the Week

BUBBLES

At 3-½ months old, this charming little furball is ready to bring love and laughter into your life. With a playful personality and a heart full of affection, Bubbles is the perfect companion for cozy snuggles and sunny adventures. Adopt Bubbles today and discover the joy of unconditional friendship. Schedule a meet-and-greet by calling MarrVelous Pet Rescues at 305-453-1315.

SAVE THE DATE

March 6-9

• Key Players present "Almost, Maine" at the Murray Nelson Government & Cultural Center, Key Largo. Visit thekeyplayers.org for tickets and information.

Thursday, March 6

• 2025-26 Coral Shores High School Hurricane Showcase at 6:30 p.m. at the Performing Arts Center.

• MarrVelous Pet Rescue's Yappy Hour from 5:30 to 7:30 p.m. at Islamorada Brewery & Distillery, Islamorada. Dogs must be vaccinated, leashed and well socialized.

Friday, March 7

• Beats on the Bay music series features the Freebirds, Sounds of Lynyrd Skynyrd, from 6:30 to 9:30 p.m. at Founders Park Amphitheater. $10 parking fee.

• First Friday Concert featuring the Kennedys at 6 p.m. at Key Largo library.

March 8-9

• Marathon Seafood Festival at Marathon Community Park. Visit marathonseafoodfestival.com for

• Vintage Dive Weekend at Jules Undersea Lodge, Key Largo. Scan the QR code to sign up.

Saturday, March 8

• Coral outplanting with I.CARE at 8:30 a.m. at Key Dives, Islamorada. Visit icareaboutcoral.org to learn more and sign up.

• Art Guild of the Purple Isles' "Wildlife of the Keys" show opens with a public reception from 5:30 to 7:30 p.m. at Our Place in Paradise, 88711 Overseas Highway, Islamorada.

Monday, March 10

• Islamorada Nature Walks & Talks with naturalist Susan Kolterman at 8:30 a.m. at Founders Park and Plantation Hammock Preserve, Islamorada. Pre-registration required, call 305-853-1685.

• Free, hands-only CPR class led by certified registered nurses from Baptist Health from 5 to 7 p.m. at the Key Largo library. Register by emailing Tania.Barnett@BaptistHealth.net. Space is limited.

LOOK BACK ON THE COVID LOCKDOWN







1. A collection of Keys Weekly headlines from the spring of 2020 recalls the fear, frustrations and adjustments required by the COVID pandemic. Photo illustration by Carol Tedesco 2. At the start of the COVID shutdown on March 17, 2020, spectators snap photos as a Key West worker covers the Southernmost Point landmark with a blue tarp, to discourage gatherings of more than 10 people. CAROL TEDESCO/Contributed 3. A photo depicts one of many painted signs created by Mallory Square artists and placed throughout Key West during the 2020 COVID-19 shutdown. ROBERTA DePIERO/Contributed

Local panel ponders pandemic 5 years later

In recognition of the fifth anniversary of the Florida Keys COVID-19 lockdown, a group of photographers, journalists and filmmakers will discuss and reflect on the spring of 2020 and its effect on Key West and the Florida Keys. The event will take place Thursday, March 27 at 6 p.m. at the Tropic Cinema, 416 Eaton St.

Sponsored by the Monroe County Public Library, and titled "Five Years Later: Looking Back at Key West's COVID Lockdown," the event was conceived by Michael Nelson, assistant director of libraries. It will focus on the period from March 1, 2020, when Florida's first COVID-19 cases were announced, to June 1, 2020, the day after the Upper Keys quarantine checkpoint was dismantled.

Key West Weekly editor Mandy Miles will moderate the panel that includes Chris Sloan, producer of the short-film documentary, "Key West: 66 Days of Paradise Interrupted"; and Roberta DePiero, Corey Malcom, Rob O'Neal, Andy Newman and Carol Tedesco, all of whom were involved in creating the photo book "Isolated Island – The Key West COVID-19 Spring of 2020." The collaboration of more than two dozen photographers not only documented an unprecedented moment in time, but also raised $60,000 for Sister Season Fund, a nonprofit organization that provides an emergency safety net for Key West hospitality and tourism workers.

Admission is free; seating is limited and on a first come, first serve basis. More information is available from Nelson at nelson-michael@monroecounty-fl.gov.

— *Contributed*

30 SAVE THE DATE

Friday, March 14
- STEM: Happy Pi Day! From 9 a.m. to 6 p.m. at Key Largo library. Supplies provided and activities for kids of all ages.
- Florida Keys Council of the Arts presents the Connections Project: A Mosaic of the Keys pop-up from 5:30 to 7:30 p.m. at Artists in Paradise Gallery, 221 Key Deer Blvd., Big Pine Key.
- Full moon yoga with I.CARE at 6 p.m. at Three Waters Resort. $25 per participant.

Saturday, March 15
- Coral outplanting with I.CARE at 8:30 a.m. at Amoray Dive Resort, Key Largo. Learn more at https://icareaboutcoral.org/schedule/.
- Monthly guided tours at 11 a.m. and 2 p.m. at History of Diving Museum, Islamorada.

March 16-17
- St. Patrick's Day party at Florida Keys Brewing Co., Islamorada.

Sunday, March 16
- Coral outplanting with I.CARE at 8:30 a.m. at Conch Republic Divers, 90800 Overseas Hwy Ste 9, Tavernier. Learn more at https://icareaboutcoral.org/schedule/.
- Fourth annual Kids Fishing Expo from 10 a.m. to 2 p.m. at Founders Park beach pavilion and great lawn. The event is open to kids ages 16 and under.

Monday, March 17
- Birding in Islamorada with naturalist Rachel DiPietro from 8:30 to 10 a.m. at Key Tree Cactus Preserve, MM 80.5, Islamorada. For adults 18 and over. $9 per person.

Thursday, March 20
- Adult craft at 2 p.m. at Key Laro library. Supplies provided. Max 20 participants.
- Morada Way Art Walk preparty from 5 to 6 p.m. at the Hale Gallery, Islamorada
- Art Walk from 6 to 9 p.m. at the Morada Way Arts & Cultural District, Islamorada.

LATIN FESTIVAL

2-day event celebrates food, music & culture March 22 & 23



Latin food from El Siboney, other local restaurants and food trucks will feed the crowds at the Florida Keys Latin Festival March 22 and 23 at Bayview Park. CONTRIBUTED

The flavors, rhythms and traditions of Latin America and the Caribbean will come alive in the heart of Key West Saturday and Sunday, March 22 and 23 for the Florida Keys Latin Festival at Bayview Park.

Savor the Latin flavors of roast pork, carne asada, ropa vieja, picadillo, empanadas, Cuban sandwiches, sweet plantains, [illegible] and more, while sipping [illegible] and dancing the salsa, merengue, bachata and more.

Participating restaurants include El Siboney, Frita's Cuban Burger Cafe, El Mocho, Cafés de Cuba, Pescado, El Habanero, Vasacaca, Mima's Flan and more.

The Florida Keys Latin Festival will feature more than a dozen Latin food trucks, top Latin bands and DJs to kick off the dancing, plus a full bar featuring Hatuey beer, mojitos and plenty of [illegible]

The family-friendly [illegible] includes vendors [illegible] view [illegible]

Signups open now for conch shell blowing class

"Wavy Davey" Adamusko will teach the finer points of conch shell blowing to 15 adults. The conch shell blowing class is March 28 at 4 p.m. at the Key Largo library. Signup is open through March 20. Classes fill up fast and there could be a waiting list. Shell World has sponsored this class and donates a conch shell to go home with each student. Sign up at the library for the March class.

MONROE COUNTY

Tropic hosts 'Movies Under the Stars'

Tropic Cinema, in partnership with the Monroe County Public Library, is preparing to wrap up its "Movies Under the Stars" series this winter.

The movies are shown outdoors on Eaton Street, starting about a half-hour after dusk, and admission is free.

Some seating is provided by the library, but the Tropic encourages bringing chairs or blankets to enjoy the movie in comfort. Concessions will be available in the lobby of the Tropic and can be taken outside to enjoy the movie screening.

The remaining film in the series is "Space Balls" on April 26.

For information, visit Tropiccinema.com and look for the "Movies under the Stars" section in the tab for movies and events.

KEY WEST

Library Speaker Series underway

The Friends of Key West Library continue their Speaker Series for 2025.

The next distinguished authors in the series are New York Times bestselling author Fiona Davis and bestselling author Greg Wands on Monday, March 3.

Davis is the New York Times' bestselling author of eight historical fiction novels, including her latest blockbuster, "The Stolen Queen." Her novels are set in iconic New York City buildings, including "The Spectacular," "The Magnolia Palace," "The Address" and "The Lions of Fifth Avenue," which was a "Good Morning America" book club pick.

Wands is the internationally bestselling co-author, along with Elizabeth Keenan, of three thrillers, including "Trust Issues."

Set under the stars in the library's Palm Garden, Friends of the Library Speaker Series spotlights renowned and celebrated authors. Started more than 25 years ago, the series has become a staple in the community.

Admission is free and gates open at 5:30 p.m.

Upcoming speakers remaining in the series include Stephen Kitsakos, March 10, and Rod McIntosh, March 17.

The libr... ...Fleming St.

KEY WEST

Library Speaker Series underway

The Friends of Key West Library continue their Speaker Series for 2025.

Opera librettist, theater director and educator Stephen Kitsakos is next on the schedule on Monday, March 10.


Kitsakos

Kitsakos will discuss how works of fiction are adapted for the opera stage, along with reading excerpts from the source material including, "The Wooden Sword," "A Thousand Splendid Suns" and "Swimming in the Dark." He will also present clips of musical performances scored from his libretti.

Set under the stars in the library's Palm Garden, Friends of the Library Speaker Series spotlights renowned and celebrated authors. Started more than 25 years ago, the series has become a staple in the community.

Admission is free and gates open at 5:30 p.m.

The series finishes with archeaologist Dr. Rod Mcintosh on March 17.

The library is located at 700 Fleming St.

KEY WEST

Library book sale March 1

The Friends of the Key West Library book sale is like none you'll ever see. Set in the library's beautiful Palm Garden, you will have an opportunity to shop gently loved books at discount prices.

The event will be held Saturday, March 1, from 10 a.m. to 1 p.m., with early admission at 9:30 for Friends of the Library ...mbers.

...Monies raised ...pport the non-profit ...ganization, which helps ...nd our beloved library.

The library is located at ...00 Fleming St.

For information, contact Wendy Allen at 305-849-2498.

IN THE PUBLIC'S INTEREST:

Columnist to speak

Keys Citizen columnist Leslie Linsley will talk about the making of her book, "Key West Cottages & Gardens," from 10 to 11 a.m. Tuesday, March 11, at the Monroe County Public Library. The ...is invited.

Toastmasters

Key West Toastmasters meets at noon on the second and fourth Tuesdays of each month. The next meeting is March 11. Meetings are one hour and visitors are welcome. For location information, call 305-295-7501.

Music program

The Key West Community Orchestra has put together a program of music called "Heroes and Icons" to celebrate the 150th anniversary of St. Peter's Church. ...congregation at 7 p.m. Wednesday, March ... The concert is free and open to the public. A free will offering will be used for maintenance and restoration of the 100-year-old structure, located at 807 Center St.

Women's Club

The Lower Keys Women's Club will meet at 11:30 a.m. Thursday, March 13, at Boondocks Grille, 27205 Overseas Hwy. For information, visit lowerkeyswomensclub.com.

Farmers Market

The Farmers Market will be held from 2 to 7 p.m. on Thursday, March 13, in ...com/kwfarmersmarket or kwfarmersmarket.com.

Ingham Happy Hour

The USCGC Ingham, located in Truman Waterfront Park at the end of Southard Street, is open for Friday sunset celebrations, depending on weather conditions. The events will last from one hour before sunset to one hour after each Friday. For information, call 305-292-5072 or visit uscgcingham.org.

Early bird cleanup

Join the "Litterati" each week for an hour-long ...pickers, ...sanitizers and a parking ... for use during the event. The next cleanup is Friday, March 14, at Varela Stand City Hall and hosted by the Children's Montessori School. For information, email recycle...cityofkeywest-fl.gov or call 305-809-3782.

Zonta Club's Radio Day Party

The Zonta Club of Key West has announced its 43rd annual Radio Day Party, scheduled from 6 to 9 p.m. on Friday, March 14. ...ree Grand ...oosevelt Blvd. ...l feature a ...roadcast on ...7 and will raise ...holarships. To ...kets, advertise, ...a sponsor, email ...vest@gmail. ...305-304-9117. Donations are also accepted at PO Box 184, Key West, FL 33041. For information, visit facebook.com/zontakw or zontakeywest.com.

Drag Story Hour

Queen Mother Puddin' Taine will host a Drag Story Hour at 7 p.m. Saturday, March 15, at The Studios of Key West, 533 Eaton St.

Walk with a Doc

Womankind will host a Walk with a Doc event at 9 a.m. Saturday, March 15. This doctor-led walking group is a free community event where participants walk at their own pace, learn about a health topic and meet new people. Meet in the Womankind parking lot, 1511 Truman Ave. (across from Bayview Park). For information, visit https://walkwithadoc.org.

Raffle fundraiser

American Legion Auxiliary Post 28, 5610 College Road, is holding a raffle at 6 p.m. Saturday, March 15, to benefit the Cancer Foundation of the Florida Keys and other charities. Tickets are $10 or three for $25 and offer a chance to win jewelry and boating adventures. The winner need not be present to win. For information, call 305-294-7117.



REEL RECS

Staff from your Monroe County Public Library recommend some of their favorites from the collection.

What: "A Night at the Opera" (1935)

Why: This film is everything you need to know about the Marx Brothers distilled into their purest and sharpest form. Some diehards might balk at that, stating that the team's Universal films better showcased their sense of anarchy (this film was made for MGM where it was requested their trolling antics be only aimed at antagonists rather than innocent bystanders). Having their trademark lunacy lobbied toward people who deserve it, though, is honestly more satisfying on a storytelling level. With Groucho's wit, Chico's brashness, and Harpo's innocence, you've got a perfect combination of humor styles, and when you see the famous ship cabin sequence, you'll see why their creative insanity still holds up today.

Where: This film is available on Kanopy, the library's streaming app.

How: You can browse and request DVDs online by logging in to your account at keyslibraries.org. To view our collection of streaming movies and TV, go to kanopy.com/keyslibraries and set up an account with your library card. If you don't have a card, you can visit your local branch or register online to get one. Questions? info@keyslibraries.org.

Recommended by: Kelvin Cedeño, library assistant, Islamorada library branch.

See previous Reel Recs at keyslibraries.org/post/reel-recs.

March 2025

March Events and Programs at Key Largo Library

The Key Largo Branch of the Monroe County Library System is hosting the following programs this month. All library programs are free and open to the public. Program funding provided by the Friends of the Key Largo Library and the Florida Keys Children's Foundation. Visit KeysLibraries.org for books, streaming movies, ebooks, events and more.

KEY LARGO BRANCH LIBRARY - TRADEWINDS SHOPPING CENTER AT MM 101.4 OCEANSIDE.

SPECIAL EVENTS

March 1-31 Art Exhibit in the Key Largo Branch Library: Community Student Art Show. Art created during the previous classes at the library will be on display, plus instructor art: watercolor, Acrylic, Batik, Gyotaku, & a Florida Keys-inspired mural. Sponsored by the Friends of the Key Largo Library and the Florida Keys Council of the Arts.

March 18, 4pm LEGO Club: Build with LOTS of LEGOs (provided). Challenge: Cards. Ages 6-11.

March 5, 9am-12pm 1st Wednesday Plant Clinic & Sun Catcher Activity. Master Gardeners answer queries. Bring a splash of color and creativity to your home or garden with a fun and easy DIY sun catcher project! Supplies provided. All ages.



March 6, 2 p.m. Great Decisions: China Relations. Watch a brief video on the topic, then discuss. Sponsored by the Friends.



March 7, 6pm 1st Friday Concert: The Kennedys. This accomplished musical duo returns with a selections from their nearly two dozen albums. Free/open to the public. Sponsored by the Friends.

KeysLibraries.org/events
Facebook.com/KeyLargoLibrary
Instagram.com/KeyLargoLibrary

March 10, 1-3pm The Arts Council of the Florida Keys Gather Round. The Friends, local artists and grant partners: Pennekamp Coral Reef State Park, Fla. Keys National Marine Sanctuary, Fla. Keys Wild Bird Center, Coral Restoration, Marine Lab, and Dolphins Plus Marine Mammal Responder, invite you to enjoy an exhibit of art created by art class participants with light refreshments and an overview of the highlights of six concerts, six eco-presentations and six art classes. See for yourself how art has built community in the Upper Keys.

March 10, 5-7pm Free Hands Only CPR Class led by certified registered nurses from Baptist Health. Reserve at email Tania.Barnett@BaptistHealth.net. Space is limited.

March 12, 10am-12pm Adult Craft: Island Inspirations. Visit KeysLibraries.org for info.

March 12, 2pm Join the Wild Bird Center for a presentation on bird-friendly gardens in the Keys. Make your garden more appealing for our local & migratory feathered friends.

March 13, 10am-2pm Volunteer Income Tax Assistance (VITA). Get help with your taxes, with the trained volunteers of the United Way of Collier and the FLKeys. Free tax help for those making $67,000 or less. More info: uwcollierkeys.org/programs/vita/

March 14, 9am-6pm STEM: Happy Pi Day! Come explore a number that has captivated hearts the world over. Various activities/all ages. Ages 3.14+

March 18, 4pm LEGO Club: Build with LOTS of LEGOs (provided). Challenge: Water Sports. Ages 6-11.

March 20, 2pm Adult Craft. Visit KeysLibraries.org for more details. Supplies provided. Max 20 participants.

March 25, 6pm Books & Bites will discuss Bad Monkey Carl Hiaasen. Num Thai S Bar & Restaurant. Borrow a book from the library or download from the Libby app.

March 26 1-3pm Homeschool Meet and Greet: Fundamental concepts of force and motion, a perfect activity for making abstract physics concepts more tangible and exciting for young minds. Ages 6-11.

March 27, 4:00pm STEAM: Whirligig Wonders. Let's make some whimsical toys and learn about the physics of motion. Supplies provided. Ages 6-11.



March 28, 4pm Conch Shell Blowing Class presented by Karen Beal and David 'Wavy Davy' Adamusko. Learn to blow the conch shell and enjoy the deep, calming tones it creates. Sponsored by Shell World. Shell provided, max 15. Register at KeysLibraries.org.

The following brochures list events for:

April 2025

Additional programs may be added.

Brochures are available at the branches at the beginning of each month.

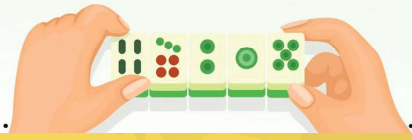
Key West Library Newsletter
April 2025

NEW!

ADULT MAHJONG CLUB

EVERY THURSDAY FROM 11:30AM-2PM

ALL SKILL LEVELS WELCOME



Key West Library Book Club

In April we will discuss *The Measure* by Nikki Erlick

April 9th at 12pm and 5pm



Ceramics Painting Class

Thursday, April 24 at 10am

In April, we'll paint ceramic coasters!



Adults only

April Movies

"Women in Charge"

Every Tuesday starting at 3pm



Wicked April 1st

Wicked will start at 2:30pm due to running time

Polite Society April 8th

The Hustle April 15th

The First Wives Club April 22nd

Wonder Woman April 29th

Jewelry Class

April 4 at 2pm

Make polymer clay Easter egg earrings!

All skill levels
Free to the public
Ages 16+

Adult Crafting Corner Schedule

Every Wednesday 10am - 12pm

April 2nd	Shy Bunny
April 9th	Deco Podge Canvas Bag
April 16th	Moss Garden
April 23rd	Cow
April 30th	Twig Basket or Village

EVERY SATURDAY FROM 1-4PM

KEY WEST LIBRARY CHESS CLUB

NO EXPERIENCE NECESSARY
EVERYONE AGE 10+ WELCOME!

Island Guitar Recital

Saturday, April 26

10am in the Palm Garden



3D Printing Class

Register for this class by April 11th. Call ahead to choose an item from this month's "menu" and we'll have it printed for you to paint and customize in class on April 17th!

April 17th at 11am

Monday & Tuesday 9am - 6pm * Wednesday 9am - 8pm * Thursday & Friday 9am - 6pm * Saturday 9am - 5pm * Sunday Closed

Call (305) 292-3595 or visit keyslibraries.org for more information.

Children's Story Time!

Every Friday at 11am



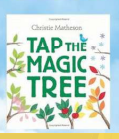


April 4
International Kids Yoga Day





April 11
National Pet Day





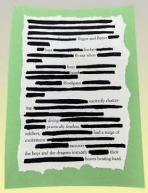
April 25
National Arbor Day

LIBRARY SCOUTS

APRIL 2025

3:00 - 5:00 PM

APRIL 10:
NATIONAL POETRY MONTH
BLACK OUT POETRY



APRIL 24:
PAPER SELF PORTRAITS



EASTER EGG HUNT

STORY TIME & GAMES!

SATURDAY APRIL 19
AT 11:00 AM

Key West Library Palm Garden
Ages 12 & Under



Lignum Vitae Letters
Letter Writing Club



Wednesday
April
16th
3-7pm

For Kids & Teens

Movies Under the Stars on Eaton St.

Admission is FREE!
Films start at dusk.

April 26th - "Spaceballs"

MONROE COUNTY PUBLIC LIBRARY FLORIDA KEYS - SINCE 1892 & TROPIC CINEMA KEY WEST

Patrons are encouraged to bring their own chairs.
Limited seating is available.

TECH TUTORING!

Get basic one on one
help from library staff!

Call ahead to reserve a spot! 305-292-3595



Every Tuesday
from 2pm - 4pm and
Thursday from 10am - 4pm

Saturdays
from
9am-12pm



Come join us every Saturday to play Magic the Gathering!

Bring your own cards or play with one of the library's decks.

Cornerstone Resource Alliance

Cornerstone will be at the Key West Library every Monday & Wednesday from 12:30pm-2:30pm

Services Offered

- Birth Certificate and FL ID Assistance
- SSI/SSI Disability Application Assistance
- Relocation and Reunification Services
- Medicaid/Medicare Health Care Assistance
- Health Care, Mental Health & Addiction Referrals
- Job, Housing, Shelter and Educational Assistance
- Cell Phone and Mail Services
- Rental Assistance
- Food Stamp Assistance
- Clothing and basic needs supplies

For more information, call 305-393-2972, email keyscra@gmail.com or visit https://www.keyscra.org



Fiber Fiends



2-4pm every Saturday

Knitting, crocheting, embroidery, quilting - all things textile!



SIGN UP FOR MONTHLY NEWSLETTERS

MONROE COUNTY PUBLIC LIBRARY FLORIDA KEYS - SINCE 1892

SCAN ME!

Sign up for monthly newsletters delivered right to your inbox. Each branch & the Florida Keys History Center bring you fresh content. Scan the QR code to get started!

MONROE COUNTY PUBLIC LIBRARY
FLORIDA KEYS - SINCE 1892

Key West Library
700 Fleming Street
Key West, Florida 33040

Free Wi-Fi is available.
Connect with MC-Public.
No password is required.

WITH YOUR LIBRARY CARD:

COLLECTIONS: 127,000+ books, audiobooks, and movies across 5 branches!

LIBBY: 25,000+ eBooks, eAudiobooks, and digital magazines!

KANOPY: 30,000+ films, documentaries, and TV shows - and Kanopy Kids!

MANGO: 70+ languages, including English as a Second Language!

FREEGAL: Unlimited streaming and 3 song downloads per week!

ALL FOR FREE

keyslibraries.org:

ONLINE RESOURCES:

- Library Catalog
- LinkedIn Learning
- Law Depot
- Digital Newspapers
- Local History Photos

Scan to print from your device for free! Up to 50 pages per day and 200 per month!

NEWS

Scan to sign up for our monthly newsletter!

LIBRARY CLOSED:
Friday, April 18

For daily updates:
facebook.com/bigpinekeylibrary
Instagram: @bigpinelibrary

MONROE COUNTY PUBLIC LIBRARY
FLORIDA KEYS - SINCE 1892

Big Pine Key Library Branch

APRIL 2025



213 Key Deer Blvd.
Big Pine Key, FL 33043
305-872-0992

HOURS

Monday: 8 am-5 pm
Tuesday: 8 am-7 pm
Wednesday: 8 am-5 pm
Thursday: 8 am-5 pm
Friday: 8 am-5 pm
Saturday: 8 am-5 pm

info@keyslibraries.org

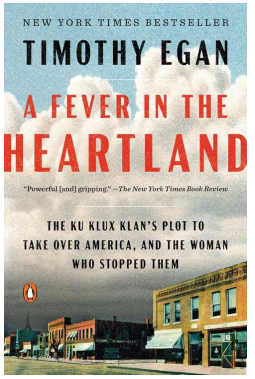
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
April at Big Pine Library	1 10:30 Story Time 4:00 Teen D&D	2 10:00 Mahjong 1:30 Crochet Club 3:00 Pokemon TCG ALL DAY Library Scouts	3 10:30 Story Time	4	5 2:00 Friends of the Library Murder Mystery Play ALL DAY Outdoor Explorers
7 2:00 Bullet Journal Workshop 3:00 Pokemon TCG	8 10:30 Story Time 4:00 Teen D&D	9 10:00 Mahjong 1:30 Crochet Club 3:00 Pokemon TCG ALL DAY Library Scouts	10 10:30 Story Time 2:00 Crafternoon	11	12 ALL DAY Outdoor Explorers
14 3:00 Pokemon TCG	15 10:30 Story Time 4:00 Teen D&D	16 10:00 Mahjong 1:30 Crochet Club 3:00 Pokemon TCG ALL DAY Library Scouts	17 10:30 Story Time 2:00 Senior Games	18 LIBRARY CLOSED	19 10:00 Friends of the Library Book Club ALL DAY Outdoor Explorers
21 3:00 Pokemon TCG	22 10:30 Story Time 4:00 Teen D&D	23 10:00 Mahjong 1:30 Crochet Club 3:00 Pokemon TCG ALL DAY Library Scouts	24 10:30 Story Time	25	26 ALL DAY Outdoor Explorers
28 2:00 Bullet Journal Meet-Up 3:00 Pokemon TCG	29 10:30 Story Time 4:00 Teen D&D	30 10:00 Mahjong 1:30 Crochet Club 3:00 Pokemon TCG ALL DAY Library Scouts			

Want to start a meetup at the Library? Come talk with our Branch Manager!

Friends of the Library Events



Murder Mystery
April 5. 2pm
Join us for Ann Cleeves' Shetland murder mystery performed live and see if you can discern the killer! Tea and finger sandwiches provided. All welcome!



Book Club
April 19, 10am
Journalist Egan traces the Ku Klux Klan's rise to power in the 1920s, driven by con man D.C. Stephenson, and how a seemingly powerless woman named Madge Oberholtzer brought them to their knees.



Children & Family Programs

LEGOs: Every Monday 3:30 PM; Fun with LEGOS!
Kids D&D: Tuesdays 3:30 PM-5:30 PM; Dungeons and Dragons for Kids ages 9-12
Story Time: Wednesdays 10 AM & Saturdays 10:30 AM; Stories, songs, crafts & rhymes
Homeschool Learning Activities: Thursdays 10 AM; 3 years - Kindergarten **11 AM**; 1st grade & up; Themed activities; Ages 3-10.
Kids Arts & Crafts: Thursdays 3:30 PM; Come in to see what we are creating!
STEAM: Fridays 3:30 PM; Join us for a fun learning experience. Friday, April 25th we will get messy making SLIME!

SIGN UP FOR MONTHLY NEWSLETTERS
Delivered to your email inbox. Each branch and the Florida Keys History Center bring you fresh content each month.
Scan the QR Code to get started

Like Share Follow

Young Adult Programs

Teen D&D: Wednesdays 3 PM-5 PM; Dungeons and Dragons for teens.
Magic the Gathering: Saturdays 2 PM-4 PM; Ages 14 and up!

Adult Programs

3D Print Open Lab: Mondays 10AM-12PM; Learn about our 3D Printer.
Adult Art: Tuesdays 9:30AM-11:30AM; Explore art with different mediums!
Adult Crafts: Every other Tuesday 1 PM; Come in to see what we are creating next!
Adult D&D: Wednesdays 5 PM; Dungeons and Dragons for Adults.
Photography Basics: Fridays 11 AM-1 PM; Learn to use your camera or phone to take better pictures!
Magic the Gathering: Saturdays 2 PM-4 PM; Ages 14 and up!

Community Events

Mahjong: Tuesdays 10 AM-Noon
Veterans' Services: 2nd Wednesday 9:30 AM-2:30 PM; For more information or to schedule call 305-295-5150
Book Club: **Friday April 4th, 10AM;** This month's title is "The Maid" by Nita Prose.



HOW DO I GET A LIBRARY CARD?

Library cards are available for free to Monroe County residents. For a list of residency proof go to **keyslibraries.org/get-a-card**
We also have a fee based annual membership for non-residents.

WHERE CAN I USE MY LIBRARY CARD?

Your library card is valid at all of our 5 branches and our online library as well.

HOW LONG CAN I KEEP BORROWED ITEMS?

Books: 2 weeks DVDs: 1 week
Items automatically renew up to 5 times unless another user has requested it.

WHAT ABOUT MATERIALS AT OTHER LIBRARIES?

Request materials from our other branches online or via library staff. Also, you can request items from "mainland" libraries through Interlibrary Loan. See our staff or the website **KEYSLIBRARIES.ORG/INTER-LIBRARY-LOAN**

CAN I RETURN BORROWED LIBRARY MATERIALS TO ANOTHER LOCATION?

Yes! You can return your borrowed library materials to any one of our five Monroe County Public Library Branches:

Key West - Big Pine - Marathon Islamorada - Key Largo

VISIT OUR VIRTUAL LIBRARY ANYTIME
KEYSLIBRARIES.ORG/24-7-RESOURCES

LIBBY:
- Books
- Audiobooks
- Magazines
- Newspapers

KANOPY: Movies
FREEGAL: Music
FIERO: Coding
MANGO: Language Learning
AND SO MUCH MORE!

WWW.KEYSLIBRARIES.ORG



APRIL 2025

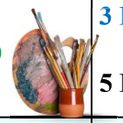
HOURS:

Monday	9 AM - 5 PM
Tuesday	9 AM - 7 PM
Wednesday	9 AM - 7 PM
Thursday	9 AM - 7 PM
Friday	9 AM - 7 PM
Saturday	9 AM - 5 PM
Sunday	Closed

Marathon Branch

3490 Overseas Hwy
Marathon, FL 33050
305-743-5156

MONROE COUNTY PUBLIC LIBRARY
FLORIDA KEYS - SINCE 2272

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
March 31	**April 1**	**April 2**	**April 3**	**April 4**	**April 5**
10 AM 3D Print Lab (AC) 3:30 PM LEGOs (AC)	9:30 AM Adult Art (AC) 3:30 PM Kids D&D (AC) 	10 AM Story Time! (AC) 3 PM Teen D&D (AC) 5 PM Adult D&D (AC)	Homeschool Activities 10 AM kindergarten & down 11 AM 1st grade & up (AC) 3:30 PM Kids Crafts (AC)	10 AM Book Club 11 AM Photography (AC) 3:30 PM STEAM (AC)	10:30 AM Story Time! (AC) 2 PM Magic The Gathering (AC)
April 7	**April 8**	**April 9**	**April 10**	**April 11**	**April 12**
10 AM 3D Print Lab (AC) 3:30 PM LEGOs (AC)	9:30 AM Adult Art (AC) 1 PM Adult Crafts: (AC) 3:30 PM Kids D&D (AC)	9:30 AM-2:30 PM Veterans Services (SR1) 10 AM Story Time! (AC) 3 PM Teen D&D (AC) 5 PM Adult D&D (AC)	Homeschool Activities 10 AM kindergarten & down 11 AM 1st grade & up (AC) 3:30 PM Kids Crafts (AC)	11 AM Photography (AC) 3:30 PM STEAM (AC) 	10:30 AM Story Time! (AC) 2 PM Magic The Gathering (AC)
April 14	**April 15**	**April 16**	**April 17**	**April 18**	**April 19**
10 AM 3D Print Lab (AC) 3:30 PM LEGOs (AC)	9:30 AM Adult Art (AC) 3:30 PM Kids D&D (AC)	10 AM Story Time! (AC) 3 PM Teen D&D (AC) 5 PM Adult D&D (AC)	Homeschool Activities 10 AM kindergarten & down 11 AM 1st grade & up (AC) 3:30 PM Kids Crafts (AC)	Holiday Library Closed	10:30 AM Story Time! (AC) 2 PM Magic The Gathering (AC)
April 21	**April 22**	**April 23**	**April 24**	**April 25**	**April 26**
10 AM 3D Print Lab (AC) 3:30 PM LEGOs (AC)	9:30 AM Adult Art  1 PM Adult Crafts: (AC) 3:30 PM Kids D&D (AC)	10 AM Story Time! (AC) 3 PM Teen D&D (AC) 5 PM Adult D&D (AC)	Homeschool Activities 10 AM kindergarten & down 11 AM 1st grade & up (AC) 3:30 PM Kids Crafts (AC)	11 AM Photography (AC) 3:30 PM SLIME! (AC) 	10:30 AM Story Time! (AC) 2 PM Magic The Gathering (AC)
April 28	**April 29**	**April 30**	**May 1**	**May 2**	
10 AM 3D Print Lab (AC) 3:30 PM LEGOs (AC)	9:30 AM Adult Art (AC) 3:30 PM Kids D&D (AC)	10 AM Story Time! (AC) 3 PM Teen D&D (AC) 5 PM Adult D&D (AC)	Homeschool Activities 10 AM kindergarten & down 11 AM 1st grade & up (AC) 3:30 PM Kids Crafts (AC)	11 AM Photography (AC) 3:30 PM STEAM (AC)	

Color Code:
Adult Programs
Young Adult
Children's Programs
Family Programs

Marathon Locations:
(AC) Activity Center, 2nd Floor
(CR) Community Room 1st Floo

WITH A LIBRARY CARD:

Check Out What You Can Do!

LIBRARY APPS & ONLINE PLATFORMS:

A MCPL library card gives you access to books, eBooks, FREE resources & apps.

READ ~ LISTEN

Download **Freegal Music** app to stream 18 million songs from 200+ genres.

Download the **Libby** app to read & listen to books on your phone, tablet or e-reader.

WATCH

Get the **Kanopy** app to stream 30,000+ films to entertain, educate & inspire. Unlimited plays for Kanopy Kids!

LEARN

Fiero Code an online platform designed to teach coding from the ground up.

Download **MANGO LANGUAGE** app, choose from 70 languages including English as a second language.

keyslibraries.org

ONLINE RESOURCES:

- Library Catalog
- Ask a Librarian
- LinkedIn Learning
- Law Depot
- Digital Newspapers & Magazines

Remember to bring your MCPL library card every time you visit. Library cards are needed to check out DVDs, borrow tablets and laptops for use in the library.

We offer wireless printing. Print documents from your phone, personal laptop in the library, or send documents from your home computer to our printer.

Looking for a new read, a new movie or technology assistance?

WE ARE HERE TO HELP

MONTHLY EMAIL NEWSLETTER

Scan & Sign Up Today!

MONROE COUNTY PUBLIC LIBRARY

FLORIDA KEYS - SINCE 1892

Islamorada Library Branch April 2025 Programs



81830 Overseas Hwy
Islamorada, FL 33036
305-664-4645

HOURS

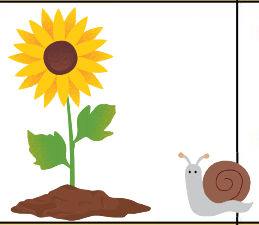
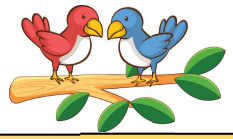
Monday: 9 am-5 pm
Tuesday: 9 am-8 pm
Wednesday: 9 am-6 pm
Thursday: 9 am-6 pm
Friday: 9 am-5 pm
Saturday: 9 am-5 pm

info@keyslibraries.org

Islamorada Library

MONROE COUNTY PUBLIC LIBRARY
FLORIDA KEYS - SINCE 1892

April 2025

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5
	10:30pm Homeschool Science 11am Literacy Time 4:30pm Coding Class 4:30pm – 6:30pm STEM Stuff 6pm Master Gardener Hydroponic Workshop	10:30am Story Time! 	11am Coding Class (Ages 8 & Up) 12pm Smoking Cessation 12:30pm Adult ART Club 3:30pm – 5:30pm Kids ART Club	11am Coding Class (Ages 8 & Up) 2pm — 5pm Tech Help	12:30pm Movie MONTY PYTHON & THE HOLY GRAIL 
7	8	9	10	11	12
10:30am Story Time!	10am – 2pm SBDC – Office Hours 11am Literacy Time 4:30pm – 6:30pm STEM Stuff 6pm – Matecumbe Historical Trust	10:30am Story Time!	11am Coding Class (Ages 8 & Up) 12:30pm Book Club 12:30pm Adult ART Club 12pm Smoking Cessation 3:30pm – 5:30pm Kids ART Club	11am Coding Class (Ages 8 & Up) 2pm — 5pm Tech Help	9:30am Book Club 12:30pm Movie THE PRINCE OF EYGPT
14	15	16	17	18	19
10:30am Story Time! 	10:30 Homeschool Art 11am Literacy Time 4:30pm – 6:30pm STEM Stuff	10:30am Story Time! 	11am Coding Class (Ages 8 & Up) 12pm Smoking Cessation 12:30pm Adult ART Club 3:30pm – 5:30pm Kids ART Club	9am – 11am Meet Us @ Windley Key State Park with the Jr Rangers CLOSED for GOOD FRIDAY	12:30pm Movie EASTER PARADE 
21	22	23	24	25	26
10:30am Story Time! 	10:30am Homeschool Science 11am Literacy Time 2pm Afternoon Matinee HITCHHIKER'S GUIDE TO THE GALAXY *5:30 Encore Showing* 4:30pm – 6:30pm STEM Stuff	10:30am Story Time with Pawsitive Beginnings 	11am Coding Class (Ages 8 & Up) 12pm Smoking Cessation 12:30pm Adult ART Club 3:30pm – 5:30pm Kids ART Club	11am Coding Class (Ages 8 & Up)  2pm — 5pm Tech Help	Oklahoma 12:30pm Movie OKLAHOMA!
28	29	30			
10:30am Story Time! 	11am Literacy Time 4:30pm Coding Class 4:30pm – 6:30pm STEM Stuff	10:30am Story Time! 	Preschool, Elementary Tween & Teen Adult All Ages Special Events	KeysLibraries.org/Events	Follow @IslamoradaLibrary Facebook Instagram 2275

Ages 0-5 | Children and Youth | Adults and Community Room

Key Largo Library Events

April 2025

MONDAY 31	TUESDAY 1	WEDNESDAY 2	THURSDAY 3	FRIDAY 4	SATURDAY 5
	10:30 Storytime Ages: 0-5 1-3 Creative Tuesday 4 Lego Club Ages: 6-11 Challenge: NO Lego	9-12 Plant Clinic & Mini Hydroponics 1-4 Tech Tutor 1-2 Quit Smoking Support 2-5 SBDC Business Hours	10:30 Storytime Ages: 0-5 2 - Great Decisions India Between China, the West, & Global South	9:30-1 Sit and Sew 6 pm First Friday Concert Katherine Archer	9-3 Florida Keys Quilters
7 6-12 National Library Week Drawn to the Library 6:30- Upper Keys Fishing Club Meeting	8 10:30 Storytime Ages: 0-5 1-3 Creative Tuesday 4 STEM: Bee-utiful Pollinators Ages 6-11	9 *10-1:30 Legal Services 1-4 Tech Tutor 1-2 Quit Smoking Support 2-5 SBDC Business Hours	10 10:30 Storytime Ages: 0-5 2:30 American Red Cross Disaster Preparedness (English) 3:30 Preparacion para Huracanes (Espanol)	11 9:30-1 Sit and Sew 4 Conch Shell Blowing Class	12 11 Chess Info Session & Play 3 Crochet Info Session & Group Social
14 12-1:30: League & Lunch - League of Women Voters of the Upper Keys 4-7:30 Artist Talk & Reception John David Hawyer	15 10:30 Storytime Ages: 0-5 1-3 Creative Tuesday 4 Lego Club Challenge: Mythological Creatures Ages: 6-11	16 1-3 Home School STEM: Bee-utiful Pollinators 1-4 Tech Tutor 1-2 Quit Smoking Support 2-5 SBDC Business Hours	17 10:30 Storytime Ages: 0-5 *2-4: Adult Craft: Letter-by-Letter (Scrabble Tile Creations)	18 Closed Good Friday	19
21 21-26 Jelly Bean Counting Contest Tues April 22 is National Jelly Bean Day	22 10:30 Storytime Ages: 0-5 1-3 Creative Tuesday 6-8 Books & Bites @ Num Thai: The Vanishing Half by Brit Bennett	23 1-4 Tech Tutor 1-2 Quit Smoking Support	24 10:30 Storytime Ages: 0-5 4 STEM: Shhh! The Secrets of Code Breaking Ages 8-14	25 9:30-1 Sit and Sew	26
28 *Registration Required	29 10:30 Storytime Ages: 0-5 1-3 Creative Tuesday	30 1-4 Tech Tutor 1-2 Quit Smoking Support 2-5 SBDC Business Hours	May 1 10:30 Storytime Ages: 0-5 2 - Great Decisions: International Cooperation on Climate Change	2 9:30-1 Sit and Sew	3 9-3 - Florida Keys Quilters

Monday 9-8 Tuesday - Friday 9-6 Saturday 9-5 * KeysLibraries.Org * Follow us on Facebook & Instagram

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: O2
2023-3901

BULK ITEM: Yes

DEPARTMENT: Administration

TIME APPROXIMATE:
n/a

STAFF CONTACT: Lindsey Ballard

AGENDA ITEM WORDING: Ratification of six (6) small contracts signed by the County Administrator.

ITEM BACKGROUND:
The County Administrator pursuant to Monroe County Code and the Monroe County Purchasing Policy executed six small contracts where the total cumulative value was less than $100,000.00. The Contracts are between Monroe County and Blue House Repair, Florida Fence Corp., MCT Express, Mittel Maintenance, MORSE Maintenance, and Zoll Data Systems.

PREVIOUS RELEVANT BOCC ACTION:
Approval at each BOCC Meeting.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
n/a

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

Small Contract - Blue House Repair 03.31.2025.pdf
Small Contract - Florida Fence Corp. 03.31.2025.pdf
Small Contract - MCT Express 03.10.2025.pdf
Small Contract - Mittel Maintenance 2025-2026.pdf_signed.pdf
Small Contract - MORSE Maintenance 2025-2026.pdf_signed.pdf
Small Contract - Zoll 03.31.2025.pdf

FINANCIAL IMPACT:
n/a

ATTACHMENT D.5

COUNTY ADMINISTRATOR
CONTRACT SUMMARY FORM FOR CONTRACTS $100,000.00 and Under

Contract with: Blue House Repair INC Contract #

Effective Date:

Expiration Date:

Contract Purpose/Description:

Card Sound Road Guardrail Repairs 2025

This project is to repair 16 areas on card sound rd. and 905A that have been damaged by wrecks and/or corrosion from the ocean spray to guardrails.

There are 4 different end treatments that will be replaced/ repaired as well. The contractor has priced MOT/TTC to ensure safety of their workers along with the safety of the motorists.

Contract is Original Agreement Contract Amendment/Extension Renewal

Contract Manager: Ron Havengar (Name) 6049 (Ext.) Engineering Services #12B (Department/Stop #)

CONTRACT COSTS

Total Dollar Value of Contract: $ 47,450.00
(must be $100,000.00 or less)

Current Year Portion: $ 47,450.00
(If multiyear agreement then requires BOCC approval, unless the total cumulative amount is $100,000.00 or less).

Budgeted? Yes ☒ No ☐

Grant: $_____ County Match: $

Fund/Cost Center/Spend Category: 401-22003-SC_00036

ADDITIONAL COSTS

Estimated Ongoing Costs: $ /yr
(Not included in dollar value above)

For: _____
(e.g. maintenance, utilities, janitorial, salaries, etc.)

Insurance Required: YES ☒ NO ☐

CONTRACT REVIEW

		Reviewer	Date In
Department Head	Signature:	Judith Clarke, P.E.	Digitally signed by Judith Clarke, P.E. Date: 2025.03.10 09:56:23 -04'00'
County Attorney	Signature:	Christine Limbert-Barrows	Digitally signed by Christine Limbert-Barrows Date: 2025.03.10 14:13:13 -04'00'
Risk Management	Signature:	Jaclyn Flatt	Digitally signed by Jaclyn Flatt Date: 2025.03.26 09:53:47 -04'00'
Purchasing	Signature:	Julie E. Cuneo	Digitally signed by Julie E. Cuneo Date: 2025.03.26 11:23:01 -04'00'
OMB	Signature:	John Quinn	Digitally signed by John Quinn Date: 2025.03.26 11:38:15 -04'00'

Comments: _____

Revised BOCC 4/19/2023

Standard Form of Agreement Between Owner and Contractor

Where the basis of payment is a STIPULATED SUM

AGREEMENT

Made as of the _____ day of _____ in the year of Two Thousand and Twenty-Five.

BETWEEN the Owner: Monroe County Board of County Commissioners ("BOCC")
1100 Simonton Street
Key West, Florida 33040 ("Owner")

And the Contractor:

BLUE HOUSE REPAIR INC
13769 SW 139 Ct
Miami, Fl 33186

For the following Project

Card Sound Road Guardrail Repairs 2025
Monroe County, Florida

The Owner and Contractor agree as set forth below.

ARTICLE 1

The Contract Documents

The Contract Documents consist of this Agreement, County Forms (Ethics Clause; Non-Collusion Affidavit; Drug-Free Workplace; Public Entity Crime Statement, Vendor Certification Regarding Scrutinized Companies Lists, Affidavit Attesting To Noncoercive Conduct for Labor or Services, Minority Owned Business Declaration), Insurance Requirements and Documents, and other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral.

Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral.

Notice Requirement

All written correspondence to the COUNTY shall be dated and signed by an authorized representative of the CONTRACTOR. Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage pre-paid, to the COUNTY by certified mail, return receipt requested, to the following:

Ms. Judith Clarke, P.E.
Director of Engineering Services
Monroe County
1100 Simonton Street, Room 2-216
Key West, Florida 33040

For the Contractor:

Dania Yarruhs 786-357-6231

Blue House Repair, Inc
13769 SW 139 Ct
Miami, FL 33186

ARTICLE 2

The Work of this Contract

The Contractor shall execute the Scope of Work as specified and described in Attachment A. The contract constitutes the entire and exclusive agreement between the Owner and the Contractor with reference to The Card Sound Road Guardrail Repairs Project.

ARTICLE 3

Date of Commencement and Substantial Completion

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured and shall be the date specified in the Notice to Proceed issued to the Contractor by the Owner.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than **90 Days** after the Date of Commencement, subject to adjustments of the Contract Time as provided by the Contract Document.

Uncontrollable Circumstance

3.3 Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by

such Party or, if it could have been foreseen, was unavoidable: (a) acts of God; (b) flood, fire, earthquake, explosion, tropical storm, hurricane or other declared emergency in the geographic area of the Project; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest in the geographic area of the Project; (d) government order or law in the geographic area of the Project; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority prohibiting work in the geographic area of the Project;(each, a "Uncontrollable Circumstance"). CONTRACTOR'S financial inability to perform, changes in cost or availability of materials, components, or services, market conditions, or supplier actions or contract disputes will not excuse performance by Contractor under this Section. Contractor shall give County written notice within 7 days of any event or circumstance that is reasonably likely to result in an Uncontrollable Circumstance, and the anticipated duration of such Uncontrollable Circumstance. Contractor shall use all diligent efforts to end the Uncontrollable Circumstance, ensure that the effects of any Uncontrollable Circumstance are minimized and resume full performance under this Agreement. The County will not pay additional cost as a result of an Uncontrollable Circumstance. The Contractor may only seek a no cost Change Order for such reasonable time as the Owners Representative may determine.

ARTICLE 4

Contract Sum

The owner shall pay the Contractor in current funds for the Contractor's performance of the Contract, for the_ Card Sound Road Guardrail Repairs Project for a total not to exceed amount of **Forty seven thousand, four hundred fifty dollars ($47,450.00)** ("Contract Sum") subject to additions and deductions as provided in the Contract Documents.

ARTICLE 5

Progress Payments

5.1 Based upon Invoices submitted by the Contractor to the Owner, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. Contractor shall submit to the County invoices with supporting documentation that are acceptable to the Clerk. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules, and regulations as may govern the Clerk's disbursal of funds.

5.2 The period covered by each Invoice for payment shall be one calendar month ending on the last day of the month.

5.3 County shall pay pursuant to the Local Government Prompt Payment Act 218.70 Florida Statutes.

5.4 Each Invoice for Payment shall be based upon the cost proposal and in accordance with the Contract Documents. The Invoice shall conform to the Rates and Contract Sum and be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require.

5.5 Invoices for Payment shall indicate the amount of the Work completed as of the end of the period covered by the Invoice for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the contract rate by the square yards of asphalt treated, less retainage of Five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included in Invoices for Payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner. When both additions and credits covering related Work or substitutions are involved in a change the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

5.6.2 Subtract the aggregate of previous payments made by the Owner; and

5.6.3 Subtract amounts, if any, for which the Owner has withheld or nullified a Certificate for Payment.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to Ninety-five percent (95%) of the Contract Sum, less such an amount equal to 150 percent (150%) of the estimated cost to complete the items on the punchlist identified as not complete or needing to be corrected based on inspection at substantial completion as the Owner recommends and determines for incomplete work and unsettled claims, including the assessment of liquidated damages: and

5.7.2 Within 20 business days after the list of incomplete work is created, the Owner must pay the Contractor the remaining Contract Sum that includes all retainage previously withheld by the Owner less an amount equal to 150 percent (150%) of the estimated cost to complete the incomplete Work (i.e., "punch" list items); and

5.7.3 If final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows: None

ARTICLE 6

Final Payment

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment: and (2) a Final Project Certificate for Payment has been issued

by the Project Manager: such final payment shall be made by the Owner not more than 20 days after the issuance of the Final Project Certificate for Payment.

ARTICLE 7

Insurance

7.1 Prior to commencement of work the Contractor will provide satisfactory evidence of insurance in the form of Certificates of Insurance as required in the Insurance Statement.

7.2 The Contractor shall name the Monroe County Board of County Commissioners, its employees and officials as "Additional Insured" on all policies except for Worker's Compensation.

Insurance Statement

The Insurance requirements are as follows:

Insurance Requirement		**Limits**
Worker's Compensation		Statutory Limits
Employer's Liability	WC3	$1,000,000/$1,000,000/$1,000,000
General Liability	GL3	$ 1,000,000 Combined Single Limit
	~~GLXCU~~	~~*Required Endorsement Underground, Explosion and Collapse (XCU)~~ JSC 3/26/2025
Vehicle Liability (Owned, hired and Non- owned Vehicles)	VL3	$500,000 per person; $1,000,000 per occurrence $100,000 Property Damage or $1,000,000 Combined Limit

All insurers shall have an A.M. Best rating of VI or better and shall be licensed to do business in the state of Florida.

ARTICLE 8

Miscellaneous Provisions

8.1 Where reference is made in this Agreement to a provision or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

8.2 Payments due and unpaid under the Contract shall bear interest pursuant to the Local Government Prompt Payment Act 218.735

8.3 Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners.

8.4 **Public Entities Crimes** By signing this Agreement, Contractor represents that the execution of this Agreement will not violate the Public Entities Crime Act (Section 287.133, Florida Statutes). Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from County's competitive procurement activities.

In addition to the foregoing, Contractor further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

Contractor will promptly notify the County if it or any subcontractor is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

8.5 The following items are part of this contract:

a) **Maintenance of Records:** Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives, shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies together with interest calculated pursuant to Sec. 55.03; FS, running from the date the monies were paid to Contractor.

b) **Right to Audit:** *Availability of Records*. The records of the parties to this Agreement relating to the Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by Owner to substantiate charges related to this agreement, and all other agreements, sources of information and matters that may in Owner's reasonable judgment have any bearing on or pertain to any matters, rights,

duties or obligations under or covered by any contract document (all foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction by Owner's representative and/or agents of Owner. Owner may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, Subcontractors, suppliers, and contractors' representatives. All records shall be kept for seven (7) years after Final Completion.

c) **Governing Law, Venue, Interpretation, Costs, and Fees**: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Contractor agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. This Agreement shall not be subject to arbitration.

d) **Severability:** If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Contractor agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

e) **Attorney's Fees and Costs:** The County and Contractor agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, as an award against the non-prevailing party, and shall include attorney's fees and courts costs in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

f) **Binding Effect**: The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Contractor and their respective legal representatives, successors, and assigns.

g) **Authority:** Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

h) **Claims for Federal or State Aid:** Contractor and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement. Any conditions imposed as a result of funding that effect the Project will be provided to each party.

i) **Nondiscrimination:** County and Contractor agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Contractor agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1910 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

j) **Covenant of No Interest**: County and Contractor covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

k) **Code of Ethics**: County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

l) **No Solicitation/Payment:** The County and Contractor warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Contractor agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

m) **Public Records Compliance.** Contractor must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of article I of the Constitution of Florida. The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other "public record" materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this contract and related to contract performance. The County shall have the right to unilaterally cancel this contract upon violation of this provision by the Contractor. Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this contract and the County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

The Contractor is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to F.S. 119.0701 and the terms and conditions of this contract, the Contractor is required to:

(1) Keep and maintain public records that would be required by the County to perform the service.

(2) Upon receipt from the County's custodian of records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

(4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records that would be required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of records, in a format that is compatible with the information technology systems of the County.

(5) A request to inspect or copy public records relating to a County contract must be made directly to the County, but if the County does not possess the requested records, the County shall immediately

notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

If the Contractor does not comply with the County's request for records, the County shall enforce the public records contract provisions in accordance with the contract, notwithstanding the County's option and right to unilaterally cancel this contract upon violation of this provision by the Contractor. A Contractor who fails to provide the public records to the County or pursuant to a valid public records request within a reasonable time may be subject to penalties under section119.10, Florida Statutes.

The Contractor shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: MONROE COUNTY ATTORNEY'S OFFICE, 1111 12TH ST., SUITE 408, KEY WEST, FL 33040, publicrecords@monroecounty-fl.gov, (305) 292-3470.

n) **Non-Waiver of Immunity:** Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Contractor in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

o) **Privileges and Immunities:** All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules, pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

p) **Legal Obligations and Responsibilities:** Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

q) **Non-Reliance by Non-Parties:** No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Contractor agree that neither the County nor the Contractor or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group

of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

r) **Attestations:** Contractor agrees to execute such documents as the County may reasonably require, including a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

s) **No Personal Liability:** No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

t) **Execution in Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

u) **Section Headings:** Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

v) **Special Conditions**: Any special conditions are detailed in Article 10.

w) **Hold Harmless and Indemnification:** Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, the Contractor covenants and agrees that he shall defend, indemnify and hold the COUNTY and the COUNTY's elected and appointed officers and employees, and harmless from and against (i) claims, actions or causes of action, (ii) litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) costs or expenses that may be asserted against, initiated with respect to, or sustained by the County and the COUNTY's elected and appointed officers and employees from liabilities damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the indemnifying party in the performance of the construction contract. The monetary limitation of liability under this contract shall be not less than $1 million per occurrence pursuant to F. S. 725.06. Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this Agreement, this section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

In the event the completion of the project (including the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained herein. In the event any claims are brought, or actions are filed against the County with respect to the indemnity contained herein, the Contractor agrees to defend against any such claims or

actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. The Contractor agrees that the County may select the attorneys to appear and defend such claims or actions on behalf of the County. The Contractor further agrees to pay at the Contractor's expense the attorneys' fees and costs incurred by those attorneys selected by the County to appear and defend such actions or claims on behalf of the County at both the trial and appellate levels. The County at its sole option, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against the County.

x) **Adjudication of Disputes or Disagreements:** COUNTY and CONTRACTOR agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. The CONTRACTOR and COUNTY Representative shall try to resolve the claim or dispute with meet and confer sessions. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. This Agreement is not subject to arbitration. This provision does not negate or waive the provisions of paragraph y or Article 9 concerning termination or cancellation.

y) **Cancellation:** In the event that the Contractor shall be found to be negligent in any aspect of installation, stocking, maintenance, repair, or service, the County shall have the right to terminate this agreement after five days written notification to the Contractor.

z) **Cooperation:** In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Contractor agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Contractor specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

8.6 **Successors and Assigns:** The Contractor shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this Agreement. Subject to the provisions of the immediately preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

8.7 **No third-Party Beneficiaries**: Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/sub consultants who perform work in connection with this Agreement.

8.8 The Recipient will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Recipient shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Recipient shall insert similar provisions in all contracts and subcontracts for services by this Agreement. The Recipient affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public Recipient. The Recipient further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

8.9 **E-Verify System** - In accordance with F.S. 448.095, the Contractor and any subcontractor shall register with and shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the Contract term. Any subcontractor shall provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall comply with and be subject to the provisions of F.S. 448.095

ARTICLE 9

9.1 **Termination for Cause**

Contractor or Owner, may terminate this agreement, for cause, after providing Written Notice of the default and if said default is not cured within 15 days, the agreement may be terminated upon five (5) additional days' Written Notice.

9.2 **Termination for Convenience and suspension by Owner**

9.2.1 Contractor or Owner may terminate this agreement, without cause, upon providing 30 days Written Notice.

9.2.2 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

9.3 **Scrutinized Companies**

If the County determines that the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall have the option of (1) terminating the Agreement after it has given the Contractor written notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

ARTICLE 10

Special Conditions

10.1 **Cleaning Up**
The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the project waste materials rubbish, the Contractor's tools, equipment, machinery and surplus materials. Clean up shall be performed to the satisfaction of the Owner.

10.2 **Access to Work**
The Contractor shall provide the Owner's Representative and the Owner access to the Work in preparation and progress wherever located.

10.3 **Care of Trees, Shrubs and Grass**
The Contractor shall be fully responsible for maintaining in good condition all vegetation inside the County right-of-way. Contractor will conduct work in a manner that minimizes the amount of vegetation that is impacted by the Work. Where vegetation must be removed or destroyed incident to the Work, the Contractor, after completion of the work, must replace or restore to the original condition all destroyed or damaged shrubbery, grass areas or pea rock areas.

10.4 **Maintenance of Traffic**

10.4.1 The Contractor shall be responsible for the proper maintenance control and detour of traffic in the area of Work, during the course of Work. All traffic control and maintenance procedures shall be in accordance with the requirements of the Florida D.O.T.

10.4.2 All traffic control signs and devices, barricades, flashers, flambeaus and similar devices shall be furnished and maintained by the Contractor.

10.4.3 Work shall be conducted in such a manner to cause the least possible interruption to traffic. Necessary access to and from adjacent properties shall be provided at all times.

10.5 **Barricades and Protection of Work**

10.5.1 The Contractor shall protect his work throughout its length by the erection of suitable barricades, where required. He shall further indicate his work at night by the maintenance of suitable lights or flares. He shall comply with all laws or ordinances covering the protection of such work and the safety measures to be employed therein. The Contractor shall carry out his work so as not to deny access to private property. All utility access manholes, valves, fire hydrants, and letter boxes shall be kept accessible at all times.

10.5.2 In the event or threat of a hurricane the Contractor shall remove all equipment and material from the roadway. He shall make the area safe to traffic and pedestrian. No object from the site should pose a threat to anyone caused by wind or water.

10.6 **Permits, Fees and Notices**

10.6.1 The Contractor shall secure and pay for all permits, impact fees, governmental fees, licenses, inspections and surveys required by Federal, State, or Municipal bodies having jurisdiction over the project for the proper execution and completion of the Work which are customarily secured after execution of the Contract.

10.6.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

10.6.3 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

ARTICLE 11
PROTECTION OF PERSONS AND PROPERTY

11.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

11.2 Safety of Persons and Property

11.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. employees on the Work and other persons who may be affected thereby;
2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors;
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of Work; and
4. Work or operations by the Owner or other Contractors.

11.2.2 The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor,

11.3 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined by the Owner.

Article 12
Change Orders

12.1 Description: A Change Order is a written instrument prepared by the Owner and signed by the

Owner and Contractor stating their agreement upon all of the following: 1. A change in the work 2. The amount of the adjustment in the contract Sum, if any; and 3. The extent of the adjustment in the Contract Time, if any.

12.1.1 Changes in the Work may be accomplished after execution of the contract, and without invalidating the Contract, by Change Order. The Contractor may only seek a no cost Change Order for such reasonable time as the Owner may determine.

12.2 Procedure: Should the Owner contemplate making a change in the Work or a change in the Contract Time of Completion, the Director of Engineering Services will provide the Contractor a description of the contemplated change. The Contractor will either: 1. Make the described change in the Work at no change in the Contract Sum and no change in the Contract Time of Completion;

2. After analyzing the described change, promptly advise the County Director of Engineering Services as to credit or cost proposed for the described change and time adjustment, if any; or

3. Meet with the County Director of Engineering Services as required to explain costs and time adjustments when appropriate and determine other acceptable ways to achieve the desired objective.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first written above in counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

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MONROE COUNTY, FLORIDA

By Shannon Weiner Digitally signed by Shannon Weiner Date: 2025.03.03 16:41:50 -05'00'

County Administrator or Designee

(SEAL)

ORLEY MARTINEZ
Notary Public - State of Florida
Commission # HH 469420
My Comm. Expires Nov 30, 2027

Attest:

By: Orley Martinez

Title: Notary Public

Contractor

By: Dania Yarruhs

Title: President 3/13/2025

Attachment A
Scope of Work

SUMMARY OF ALL PROPOSALS
MONROE COUNTY

#	QUOTE#	QUOTE DATE	JOB NAME	AMOUNT
1-	10-10-001	11/7/2024	STA 132+0 SB	3,950
2-	10-10-002	10/10/2024	STA150 SB	2,650
3-	10-10-003	10/10/2024	157+70 SB	2,950
4-	10-10-004	11/7/2024	STA 157+0 SB	2,950
5-	10-10-005	10/10/2024	STA 248 +50 NB	2,900
6-	10-10-006	10/10/2024	STA 266 NB	1,800
7-	10-10-007	10/10/2024	STA 255 +0 NB	4,100
8-	10-10-008	10/10/2024	STA94+70 NB	5,500
9-	10-10-009	10/10/2024	STA 94 NB	4,500
10-	10-10-010	10/10/2024	NB CAR SOUND BRIDGE	2,950
11-	10-10-011	10/10/2024	BUFFER END-CAR SOUND	1,950
12-	11-21-006	11/21/2024	SKT 350 IMPAT HEAD	3,500
13-	11-21-007	11/21/2024	SKT/MSKT STRUDER HEAD	4,500
14-	02-11-041	2/11/2025	STA 149 +50 SB	1,100
15-	02-11-042	2/11/2025	STA 266+50 NB	1,050
16-	02-11-043	2/11/2025	SKT 350 IMPAT HEAD REPAIR	1,100
	TOTAL			47,450



Blue House Repair,Inc

13769 SW 139 Ct
Miami,Fl 33186
P:786-728-5470
bluehouserepair@gmail.com

Quote#: 10-10-001

Date: 11/7/2024

TO: Monroe County Engieneering services

Address: 2955 Overseas Hwy
Marathon,Fl 33050

Phone: 305-289-6049

Job: STA 132+0 SB

As per your request dated 10/7/2024, our company submit to you our estimate

Description of the Job:

1- Mobilization
2- Removal and disposal of existing damaged material
3- Replace the tree panels, six plastic blocks, six steel posts, and hardware.
4- Clean and disposal of debris
5- Instaling Asphalt in the damaged areas
6- MOT

LIST OF MATERIALS INCLUDED

1- Guardrail panels -12'.6" (3)
2- W Beam Plastic Block 14" (10)
3- Steel Post (10)
4- 5/8"x10"Post Bolt
5- 5/8x1.25 Splice Bolt
6- 5/8" Recessed Guardrail nuts
7- Asphalt
8- Reflectors

Our lump sum price as per the above job description is $ 3,G50.00

This is a quotation on the good named, subject to the conditions note below;
All sales final, payments due upon receipt

Thank you for your Business !



786-728-5470

Blue House Repair, Inc

13769 SW 139 Ct
Miami, Fl 33186
P:786-728-5470
bluehouserepair@gmail.com

Quote#: 10-10-002

Date: 10/10/2024

TO: Monroe County Engieneering services

Address: 2955 Overseas Hwy
Marathon, Fl 33050

Phone: 305-289-6049

Job: STA 150 SB

As per your request dated 10/7/2024, our company submit to you our estimate

Description of the Job:

1- Mobilization
2- Removal and disposal of existing damaged material
3- Replace the one panel, four plastic blocks, four steel posts, and hardware.
4- Clean and disposal of debris
5- Instaling Asphalt in the damaged areas
6- MOT

LIST OF MATERIALS INCLUDED

1- Guardrail panels -12'.6" (1)
2- W Beam Plastic Block 14" (4)
3- Steel Post (4)
4- 5/8"x10"Post Bolt
5- 5/8x1.25 Splice Bolt
6- 5/8" Recessed Guardrail nuts
7- Asphalt
8- Reflectors

Our lump sum price as per the above job description is $ 2,650.00.

This is a quotation on the good named, subject to the conditions note below;
All sales final, payments due upon receipt

Thank you for your Business !



Blue House Repair, Inc
13769 SW 139 Ct
Miami, Fl 33186
P:786-728-5470
bluehouserepair@gmail.com

Quote#: 10-10-003

Date: 11/7/2024

TO: Monroe County Engieneering services

Address: 2955 Overseas Hwy
Marathon, Fl 33050

Phone: 305-289-6049

Job: 157+70 SB

As per your request dated 10/7/2024, our company submit to you our estimate

Description of the Job:

1- Mobilization
2- Removal and disposal of existing damaged material
3- Replace the four panels, five plastic blocks, and hardware.
4- Clean and disposal of debris
5- Installing Asphalt
6- MOT

LIST OF MATERIALS INCLUDED

1- Guardrail panels -12'.6" (4)
2- W Beam Plastic Block 14" (5)
3- 5/8"x10"Post Bolt
4- 5/8x1.25 Splice Bolt
5- 5/8" Recessed Guardrail nuts
6- Reflectors
7- Asphalt

Our lump sum price as per the above job description is $ 2,G50.00.

This is a quotation on the good named, subject to the conditions note below;
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Thank you for your Business !



786-728-5470

Blue House Repair, Inc

13769 SW 139 Ct
Miami, Fl 33186
P:786-728-5470
bluehouserepair@gmail.com

Quote#: 10-10-004

Date: 11/7/2024

TO: Monroe County Engieneering services

Address: 2955 Overseas Hwy
Marathon, Fl 33050

Phone: 305-289-6049

Job: 150+70 SB

As per your request dated 10/7/2024, our company submit to you our estimate

Description of the Job:

1- Mobilization
2- Removal and disposal of existing damaged material
3- Replace the four panels, five plastic blocks, six steel posts, and hardware.
4- Clean and disposal of debris
5- Installing Asphalt
6- MOT

LIST OF MATERIALS INCLUDED

1- Guardrail panels -12'.6" (4)
2- W Beam Plastic Block 14" (5)
3- Steel Posts (6)
4- 5/8"x10"Post Bolt
5- 5/8x1.25 Splice Bolt
6- 5/8" Recessed Guardrail nuts
7- Reflectors
8- Asphalt

Our lump sum price as per the above job description is $ 2,G50.00.

This is a quotation on the good named, subject to the conditions note below;
All sales final, payments due upon receipt

Thank you for your Business !



786-728-5470

Blue House Repair, Inc

13769 SW 139 Ct
Miami, Fl 33186
P:786-728-5470
bluehouserepair@gmail.com

Quote#: 10-10-005

Date: 10/10/2024

TO: Monroe County Engieneering services

Address: 2955 Overseas Hwy
Marathon, Fl 33050

Phone: 305-289-6049

Job: STA 248+50 NB

As per your request dated 10/7/2024, our company submit to you our estimate

Description of the Job:

1- Mobilization
2- Removal and disposal of existing damaged material
3- Replace the two panels, two blocks, two steel posts, and hardware.
4- Clean and disposal of debris
5- Instaling Asphalt in the damaged areas
6- MOT

LIST OF MATERIALS INCLUDED

1- Guardrail panels -12'.6" (4)
2- W Beam Plastic Block 14" (4)
3- Steel Post (4)
4- 5/8"x10"Post Bolt
5- 5/8x1.25 Splice Bolt
6- 5/8" Recessed Guardrail nuts
7- Asphalt
8- Reflectors

Our lump sum price as per the above job description is $ 2,G00.00

This is a quotation on the good named, subject to the conditions note below;
All sales final, payments due upon receipt

Thank you for your Business !



786-728-5470

Blue House Repair, Inc

13769 SW 139 Ct
Miami, Fl 33186
P:786-728-5470
bluehouserepair@gmail.com

Quote#: 10-10-006

Date: 10/10/2024

TO: Monroe County Engieneering services

Address: 2955 Overseas Hwy
Marathon, Fl 33050

Phone: 305-289-6049

Job: STA 266 NB

As per your request dated 10/7/2024, our company submit to you our estimate

Description of the Job:

1- Mobilization
2- Removal and disposal of existing damaged material
3- Replace the one panel, one block, and hardware.
4- Clean and disposal of debris
5- Instaling Asphalt in the damaged areas
6- MOT

LIST OF MATERIALS INCLUDED

1- Guardrail panels -12'.6" (1)
2- W Beam Plastic Block 14" (1)
3- 5/8"x10"Post Bolt
4- 5/8x1.25 Splice Bolt
5- 5/8" Recessed Guardrail nuts
6- Reflectors

Our lump sum price as per the above job description is $ 1,800.00

This is a quotation on the good named, subject to the conditions note below;
All sales final, payments due upon receipt

Thank you for your Business !



Blue House Repair, Inc
13769 SW 139 Ct
Miami, Fl 33186
P:786-728-5470
bluehouserepair@gmail.com

Quote#: 10-10-007
Date: 10/10/2024
TO: Monroe County Engieneering services
Address: 2955 Overseas Hwy
Marathon, Fl 33050
Phone: 305-289-6049
Job: STA 255+0 NB

As per your request dated 10/7/2024, our company submit to you our estimate

Description of the Job:

1- Mobilization
2- Removal and disposal of existing damaged material
3- Replace the four panels, five plastic blocks, five steel posts, and hardware.
4- Clean and disposal of debris
5- Instaling Asphalt in the damaged areas
6- MOT

LIST OF MATERIALS INCLUDED

1- Guardrail panels -12'.6" (4)
2- W Beam Plastic Block 14" (5)
2- Steel Posts (5)
3- 5/8"x10"Post Bolt
4- 5/8x1.25 Splice Bolt
5- 5/8" Recessed Guardrail nuts
6- Reflectors
7- Asphalt

Our lump sum price as per the above job description is $ 4,100.00

This is a quotation on the good named, subject to the conditions note below;
All sales final, payments due upon receipt

Thank you for your Business !



Blue House Repair, Inc

13769 SW 139 Ct
Miami, Fl 33186
P:786-728-5470
bluehouserepair@gmail.com

Quote#: 10-10-008

Date: 10/10/2024

TO: Monroe County Engieneering services

Address: 2955 Overseas Hwy
Marathon, Fl 33050

Phone: 305-289-6049

Job: STA G4+70 NB

As per your request dated 10/7/2024, our company submit to you our estimate

Description of the Job:

1- Mobilization
2- Removal and disposal of existing damaged material
3- Replace 37' All FLEAR SYSTEM: regular and special panels, plastic blocks, steel posts, and hardware.
4- Clean and disposal of debris
5- Instaling Asphalt in the damaged areas
6- MOT

LIST OF MATERIALS INCLUDED

1- Guardrail panels -12'.6"
2- W Beam Plastic Block 14"
3- 6'-6" BCT Cable
4- SRT SLOT GUARD
5- Pipe sleeve
6- Cable anchor box
7- Impact Head
8- Steel Posts
9- 5/8"x10"Post Bolt
10 5/8x1.25 Splice Bolt
11- 5/8" Recessed Guardrail nuts
12- Reflectors
13- Asphalt

Our lump sum price as per the above job description is $ 5,500.00

This is a quotation on the good named, subject to the conditions note below;
All sales final, payments due upon receipt

Thank you for your Business !



786-728-5470

Blue House Repair, Inc

13769 SW 139 Ct
Miami, Fl 33186
P:786-728-5470
bluehouserepair@gmail.com

Quote#: 10-10-009

Date: 10/10/2024

TO: Monroe County Engieneering services

Address: 2955 Overseas Hwy
Marathon, Fl 33050

Phone: 305-289-6049

Job: STA G4 NB

As per your request dated 10/7/2024, our company submit to you our estimate

Description of the Job:

1- Mobilization
2- Removal and disposal of existing damaged material
3- Replace tree panels, seven wood blocks, seven steel posts, and hardware.
4- Clean and disposal of debris
5- Instaling Asphalt in the damaged areas
6- MOT

LIST OF MATERIALS INCLUDED

1- Guardrail panels -12'.6" (7)
2- W Beam wood Block 14" (7)
2- Steel Posts (7)
3- 5/8"x10"Post Bolt
4- 5/8x1.25 Splice Bolt
5- 5/8" Recessed Guardrail nuts
6- Reflectors
7- Asphalt

Our lump sum price as per the above job description is $ 4,500.00

This is a quotation on the good named, subject to the conditions note below;
All sales final, payments due upon receipt

Thank you for your Business !



Blue House Repair, Inc
13769 SW 139 Ct
Miami, Fl 33186
P:786-728-5470
bluehouserepair@gmail.com

Quote#: 10-10-010

Date: 10/10/2024

TO: Monroe County Engieneering services

Address: 2955 Overseas Hwy
Marathon, Fl 33050

Phone: 305-289-6049

Job: **NB CARD SOUND BRIDGE**

As per your request dated 10/7/2024, our company submit to you our estimate

Description of the Job:

1- Mobilization
2- Removal and disposal of existing damaged material
3- Replace the four panels, four wood blocks, and hardware.
4- Clean and disposal of debris
5- MOT

LIST OF MATERIALS INCLUDED

1- Guardrail panels -12'.6" (4)
2- W Beam wood Block 14" (4)
3- 5/8"x10"Post Bolt
4- 5/8x1.25 Splice Bolt
5- 5/8" Recessed Guardrail nuts
6- Reflectors

Our lump sum price as per the above job description is $ 2,G50.00.

This is a quotation on the good named, subject to the conditions note below;
All sales final, payments due upon receipt

Thank you for your Business !

786-728-5470

Blue House Repair, Inc

13769 SW 139 Ct
Miami, Fl 33186
P:786-728-5470
bluehouserepair@gmail.com

Quote#: 10-10-011

Date: 10/10/2024

TO: Monroe County Engieneering services

Address: 2955 Overseas Hwy
Marathon, Fl 33050

Phone: 305-289-6049

Job: **BUFFER END-CARD SOUND BRIDGE**

As per your request dated 10/7/2024, our company submit to you our estimate

Description of the Job:

1- Mobilization
2- Removal and disposal of existing damaged material
3- Replace vestil guardrail system , and a wood block.
4- Clean and disposal of debris
5- MOT

LIST OF MATERIALS INCLUDED

1- Vestil guardrail SRT Slot guard
2- W Beam wood Block 14" (1)
3- 5/8"x10"Post Bolt
4- 5/8x1.25 Splice Bolt
5- 5/8" Recessed Guardrail nuts
6- Reflectors

Our lump sum price as per the above job description is $ 1,G50.00.

This is a quotation on the good named, subject to the conditions note below;
All sales final, payments due upon receipt

Thank you for your Business !



786-728-5470

Blue House Repair, Inc

13769 SW 139 Ct
Miami, Fl 33186
P:786-728-5470
bluehouserepair@gmail.com

Quote#: 11-21-006

Date: 11/21/2024
TO: Monroe County Engieneering services
Address: 2955 Overseas Hwy
Marathon, Fl 33050
Phone: 305-289-6049
Job: SKT 350 IMPACT HEAD

As per your request dated 11/20/2024, our company submit to you our estimate

Description of the Job:

1- Mobilization
2- Removal and disposal of existing damaged material
3- Replace SKT 350 Impact head, steel anchor posts #1 Upper, and hardware.
4- Clean and disposal of debris
5- Instaling Asphalt in the damaged areas
6- MOT

LIST OF MATERIALS INCLUDED

1- SKT 350 Impact head.
2- Steel Anchor post #1 upper.
3- 5/8"x10"Post Bolt
4- 5/8" Recessed Guardrail nuts
5- Asphalt
6- Reflectors

Our lump sum price as per the above job description is $ 3,500.00

This is a quotation on the good named, subject to the conditions note below;
All sales final, payments due upon receipt

Thank you for your Business !



Blue House Repair, Inc
13769 SW 139 Ct
Miami, Fl 33186
P:786-728-5470
bluehouserepair@gmail.com

Quote#: 02-11-042

Date: 2/11/2025

TO: Monroe County Engieneering services

Address: 2955 Overseas Hwy
Marathon, Fl 33050

Phone: 305-289-6049

Job: STA 266+50 NB

As per your request dated 02/10/2025, our company submit to you our estimate

Description of the Job:

1- Mobilization
2- Removal and disposal of existing damaged material
3- Replace the panels, Steel post, plastic blocks, and hardware.
4- Clean and disposal of debris
5- MOT

LIST OF MATERIALS INCLUDED

1- Guardrail panels -12'.6" (4)
2- Steel post (1)
3- Plastic blocks (4)
4- 5/8"x10"Post Bolt
5- 5/8x1.25 Splice Bolt
6- 5/8" Recessed Guardrail nuts
7- Reflectors

Our lump sum price as per the above job description is $ 1,050

This is a quotation on the good named, subject to the conditions note below;
All sales final, payments due upon receipt

Thank you for your Business !



Blue House Repair,Inc
13769 SW 139 Ct
Miami,Fl 33186
P:786-728-5470
bluehouserepair@gmail.com

Quote#: 02-11-041

Date: 2/11/2025

TO: Monroe County Engieneering services

Address: 2955 Overseas Hwy
Marathon,Fl 33050

Phone: 305-289-6049

Job: STA 14G+50 SB

As per your request dated 02/10/2025, our company submit to you our estimate

Description of the Job:

1- Mobilization
2- Removal and disposal of existing damaged material
3- Replace the panels,Steel post,plastic blocks, and hardware.
4- Clean and disposal of debris
5- MOT

LIST OF MATERIALS INCLUDED

1- Guardrail panels -12'.6" (4)
2- Steel post (4)
3- Plastic blocks (6)
4- 5/8"x10"Post Bolt
5- 5/8x1.25 Splice Bolt
6- 5/8" Recessed Guardrail nuts
7- Reflectors

Our lump sum price as per the above job description is $ 1,100

This is a quotation on the good named, subject to the conditions note below;
All sales final, payments due upon receipt

Thank you for your Business !



786-728-5470

Blue House Repair, Inc

13769 SW 139 Ct
Miami, Fl 33186
P:786-728-5470
bluehouserepair@gmail.com

Quote#: 11-21-007

Date: 11/21/2024

TO: Monroe County Engieneering services

Address: 2955 Overseas Hwy
Marathon, Fl 33050

Phone: 305-289-6049

Job: SKT/MSKT EXTRUDER HEAD/74NB

As per your request dated 11/20/2024, our company submit to you our estimate

Description of the Job:

1- Mobilization
2- Removal and disposal of existing damaged material
3- Replace SKT/MSKT Extruder head, steel anchor posts #1 Upper, Bearing plate, and hardware.
4- Replace Cable anchor box , 6'-6" BCT cable, pipe sleeve, and SKT anchor panel 12.5".
5- Clean and disposal of debris
6- Instaling Asphalt in the damaged areas
7- MOT

LIST OF MATERIALS INCLUDED

1- SKT/MSKT Extruder head(1),Steel Anchor post #1 upper(1),Bearing plate(1).
2- Cable anchor box (1), 6'-6" BCT cable(1), pipe sleeve(1), and SKT anchor panel 12.5"(1).
3- 5/8"x10"Post Bolt
4- 5/8"x1.25" splice Bolt
5- 5/8" Recessed Guardrail nuts
6- Asphalt
7- Reflectors

Our lump sum price as per the above job description is $ 4,500.00

This is a quotation on the good named, subject to the conditions note below;
All sales final, payments due upon receipt

Thank you for your Business !



786-728-5470

Blue House Repair, Inc

13769 SW 139 Ct
Miami, Fl 33186
P:786-728-5470
bluehouserepair@gmail.com

Quote#: 02-11-043

Date: 2/11/2025

TO: Monroe County Engieneering services

Address: 2955 Overseas Hwy
Marathon, Fl 33050

Phone: 305-289-6049

Job: SKT 350 IMPACT HEAD REPAIR

As per your request dated 2/10/2025, our company submit to you our estimate

Description of the Job:

1- Mobilization
2- Removal and disposal of existing damaged material
3- Repair SKT Impact head
4- Clean and disposal of debris
5- MOT

LIST OF MATERIALS INCLUDED

1- SKT repair impact head
2- 5/8"x10"Post Bolt
3- 5/8x1.25 Splice Bolt
4- 5/8" Recessed Guardrail nuts
5- Reflectors

Our lump sum price as per the above job description is $1,100.00

This is a quotation on the good named, subject to the conditions note below;
All sales final, payments due upon receipt

Thank you for your Business !

County Forms

SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

"BLUE HOUSE REPAIR, INC"
(Company)

"...warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee."

(Signature)

Date: 3/13/2025

STATE OF: Florida

COUNTY OF: Miami Dade

Subscribed and sworn to (or affirmed) before me, by means of ☑ physical presence or ☐ online notarization, on March 13 2025 (date) by Damian Yarruhs (name of affiant). He/She is personally known to me or has produced FL Drivers License (type of identification) as identification.

ORLEY MARTINEZ
Notary Public - State of Florida
Commission # HH 469420
My Comm. Expires Nov 30, 2027

NOTARY PUBLIC

My Commission Expires: 11/30/2027

NON-COLLUSION AFFIDAVIT

I, DANIA YARRUHS of the city of MIAMI according to law on my oath, and under penalty of perjury, depose and say that

a. I am DANIA YARRUHS of the firm of BLUE HOUSE REPAIR, INC the bidder making the Proposal for the project described in the Request for Proposals/Bid for City of Margate's Bid No. 2019-009 Asphalt Rejuvenation Project and that I executed the said proposal with full authority to do so;

b. the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

c. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

d. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

e. the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

DYR
(Signature)

Date: 3/13/2025

STATE OF: Florida

COUNTY OF: Miami Dade

Subscribed and sworn to (or affirmed) before me, by means of ☑ physical presence or ☐ online notarization, on March 13 2025 (date) by Dania Yarruhs (name of affiant). He/She is personally known to me or has produced FL Drivers License (type of identification) as identification.

ORLEY MARTINEZ
Notary Public - State of Florida
Commission # HH 469420
My Comm. Expires Nov 30, 2027

NOTARY PUBLIC

My Commission Expires: 11/30/2027

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that BLUE HOUSE REPAIR, INC

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

DJR
(Signature)
Date: 3/13/2025

STATE OF: Florida
COUNTY OF: Miami Dade

Subscribed and sworn to (or affirmed) before me, by means of ☑ physical presence or ☐ online notarization, on March 13 2025 (date) by Dania Ysaguirre (name of affiant). He/She is personally known to me or has produced FL Driver License (type of identification) as identification.

ORLEY MARTINEZ
Notary Public - State of Florida
Commission # HH 469420
My Comm. Expires Nov 30, 2027

NOTARY PUBLIC
My Commission Expires: 11/30/2027

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

I have read the above and state that neither DANIA YARRUHS (Respondent's name) nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

(Signature)

Date: 3/13/2025

STATE OF: Florida

COUNTY OF: Miami Dade

Subscribed and sworn to (or affirmed) before me, by means of ☑ physical presence or ☐ online notarization, on March 13, 2025 (date) by Dania Yarruhs (name of affiant). He/She is personally known to me or has produced FL Drivers License (type of identification) as identification.

ORLEY MARTINEZ
Notary Public - State of Florida
Commission # HH 469420
My Comm. Expires Nov 30, 2027

NOTARY PUBLIC

My Commission Expires: 11/30/2027

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Project Description(s): Guardrail Repair

Respondent Vendor Name: Blue House Repair, Inc

Vendor FEIN: 99-1307522

Vendor's Authorized Representative Name and Title: Dania Yarruhs

Address: 13769 SW 139th Court

City: Miami State: FL Zip: 33186

Phone Number: 786-357-6231

Email Address: bluehouserepair@gmail.com

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the Section entitled "Respondent Vendor Name" is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel and for Projects of $1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria.

I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the County may be terminated, at the option of the County, if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel or placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria.

Certified By: Dania Yarruhs, who is authorized to sign on behalf of the above referenced company.

Authorized Signature:

Print Name: Dania Yarruhs

Title: President

Note: The List are available at the following Department of Management Services Site: http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Entity/Vendor Name: Blue House Repair, Inc

Vendor FEIN: 99-1307522

Vendor's Authorized Representative: Dania Yarruhs- President
(Name and Title)

Address: 13769 SW 139th Court
City: Miami State: FL Zip: 33186
Phone Number: 786-357-6231
Email Address: bluehouserepair@gmail.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify under penalties of perjury that Vendor does not use coercion for labor or services in accordance with Section 787.06. Additionally, Vendor has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

Certified By: Dania Yarruhs, who is authorized to sign on behalf of the above referenced company.

Authorized Signature:
Print Name: Dania Yarruhs
Title: President

Minority Owned Business Declaration

Blue House Repair, Inc, a sub-contractor engaged by Monroe County during the completion of work associated with the below indicated project

(Check one)

__X__ is a minority business enterprise, as defined in Section 288.703, Florida Statutes

or

_____ is not a minority business enterprise, as defined in Section 288.703, Florida Statutes.

F.S. 288.703(3) "Minority business enterprise" means any small business concern as defined in subsection (6)(see below) which is organized to engage in commercial transactions, which is domiciled in Florida, and which is at least 51-percent-owned by minority persons who are members of an insular group that is of a particular racial, ethnic, or gender makeup or national origin, which has been subjected historically to disparate treatment due to identification in and with that group resulting in an underrepresentation of commercial enterprises under the group's control, and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession. Ownership by a minority person does not include ownership which is the result of a transfer from a nonminority person to a minority person within a related immediate family group if the combined total net asset value of all members of such family group exceeds $1 million. For purposes of this subsection, the term "related immediate family group" means one or more children under 16 years of age and a parent of such children or the spouse of such parent residing in the same house or living unit.

F.S 288.703(6) "Small business" means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than $5 million or any firm based in this state which has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the $5 million net worth requirement shall include both personal and business investments.

Contractor may refer to F.S. 288.703 for more information.

Contractor

_____ Date: 03/12/2025
Signature

Print Name: Dania Yarruhs
Title: President

Address: 13769 SW 139th Court
City/State/Zip Miami, Fl 33186
For Monroe County Verification:
Title/ OMB Department: President
Verified via: https://osd.dms.myflorida.com/directories

m **W-9**
v. March 2024)
partment of the Treasury
rnal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

fore you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

BLUE HOUSE REPAIR INC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

13769 SW 139TH CT

Requester's name and address (optional)

6 City, state, and ZIP code

MIAMI, FL 33186

7 List account number(s) here (optional)

art I Taxpayer Identification Number (TIN)

ter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid ckup withholding. For individuals, this is generally your social security number (SSN). However, for a ident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other ities, it is your employer identification number (EIN). If you do not have a number, see *How to get a* V, later.

te: If the account is in more than one name, see the instructions for line 1. See also *What Name and mber To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

9	9	–	1	3	0	7	5	2	2

art II Certification

der penalties of perjury, I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

I am a U.S. citizen or other U.S. person (defined below); and

The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

rtification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding cause you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, quisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments her than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

ign ere Signature of U.S. person DANIA YARRUHS Date 05/17/2024

eneral Instructions

ction references are to the Internal Revenue Code unless otherwise ted.

ture developments. For the latest information about developments lated to Form W-9 and its instructions, such as legislation enacted ter they were published, go to *www.irs.gov/FormW9*.

hat's New

ne 3a has been modified to clarify how a disregarded entity completes s line. An LLC that is a disregarded entity should check the propriate box for the tax classification of its owner. Otherwise, it ould check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/20/2025

IIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS ERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES ELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED EPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on s certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

UCER
com Insurance Underwriters
9 SW 74th Ct.
Ti FL 33155

CONTACT NAME: Isidro
PHONE (A/C, No, Ext): (305) 740-4460 FAX (A/C, No): (305) 740-4469
E-MAIL ADDRESS: Mbruna@procomcorp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ATEGRITY SPECIALTY INS. CO.	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

RED
BLUE HOUSE REPAIR INC
13779 SW 139 COURT
MIAMI FL 33186

VERAGES CERTIFICATE NUMBER: REVISION NUMBER:

IS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD DICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS RTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
X 500 BI/PD DED	Y	Y	01-C-PK-P20104488-0	04/16/2024	04/16/2025	MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
OTHER:							$
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
ANY AUTO						BODILY INJURY (Per person)	$
OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							$
UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
DED RETENTION $							$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$

RIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ARDRAIL REPAIR

APPROVED BY RISK MANAGEMENT
BY Carlos Jones
DATE 03.21.25
WAIVER N/A X YES ____

RTIFICATE HOLDER

Monroe County BOCC
1100 Simonton St
Keywest FL 33040.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
ISIDRO L. GUILLAMA

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/28/2025

S CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS
TIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES
OW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED
RESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

ORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.
JBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on
certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CER

ITRIA INSURANCE
Coral Way Ste 209
. FL 33155-1691

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Infinity Assurance Insurance Company	39497
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

D

BLUE HOUSE REPAIR INC.
13769 SW 139th Ct
Miami, FL 33186

RAGES CERTIFICATE NUMBER: REVISION NUMBER:

S IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD
CATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS
TIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,
LUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
ENT. AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
OTHER:							$
UTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
ANY AUTO						BODILY INJURY (Per person)	$
OWNED AUTOS ONLY / SCHEDULED AUTOS	X	X	50022147401	02/27/2025	02/27/2026	BODILY INJURY (Per accident)	$
HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							$
UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
DED RETENTION $							$
ORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
NYPROPRIETOR/PARTNER/EXECUTIVE FFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
yes, describe under ESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$

PTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ct Number:

le:2024 FORD 1FT8W2BAXRED42185
2019 CHEVROLET SILVERADO 1HTKHPVK6KH333833

IFICATE HOLDER

Monroe County BOCC
1100 Simonton St
Key West, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Stacey B Sewell

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RD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/26/2025

S CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS TIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES OW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED RESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

ORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. JBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CER
RK
Box 113247
iford, CT 06911

D
House Repair Inc

9 SW 139th Ct
i, FL 33186

CONTACT NAME:
PHONE (A/C, No, Ext): 844-472-0967 FAX (A/C, No): 203-654-3613
E-MAIL ADDRESS: customerservice@biBERK.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Liability & Fire Insurance Company	20052
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

RAGES CERTIFICATE NUMBER: REVISION NUMBER:

IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD CATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS TIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, LUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurence)	$
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
EN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$
POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
OTHER							$
UTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
ANY AUTO						BODILY INJURY (Per person)	$
OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							$
UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
DED RETENTION $							$
ORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
NYPROPRIETOR/PARTNER/EXECUTIVE FFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N Y	N/A X	N9WC924363	05/30/2024	05/30/2025	E.L. EACH ACCIDENT	$1,000,000
yes, describe under ESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/ Aggregate	

IPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

lusions: Dania Yarruhs; E.L. 100,000/100,000/500,000 effective 05/30/2024; 100,000/100,000/500,000 effective 05/30/2024 1,000,000/1,000,000/1,000,000 effective 02/26/2025; 1,000,000/1,000,000/1,000,000 effective 02/26/2025;

A Blanket Waiver of Subrogation exists on this policy as it pertains to worker's compensation. (see endorsement attached)

TIFICATE HOLDER

oe County BOCC
) Simonton St
Nest, FL 33040

APPROVED BY RISK MANAGEMENT
BY Jaelan Jones
DATE 03.21.25
WAIVER N/A X YES

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

; have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce · right against the person or organization named in the Schedule. (This agreement applies only to the extent that ı perform work under a written contract that requires you to obtain this agreement from us.)

is agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver

Person/Organization:	Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description	**Waiver Premium**
All FL Operations	250.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. N9WC924363 Endorsement No.
Insured Premium

Insurance Company Countersigned by_____

WC 00 03 13
(Ed. 4-84)

› 1983 National Council on Compensation Insurance.

ATTACHMENT D.5

COUNTY ADMINISTRATOR
CONTRACT SUMMARY FORM FOR CONTRACTS $100,000.00 and Under

Contract with: Florida Fence Corp. Contract #

Effective Date:

Expiration Date:

Contract Purpose/Description:

Chain Link Fencing at Marathon Detention Center 2981 Ocean Terrace, Marathon

Contractor shall commence performance within ten (10) calendar days of date of issuance of a Notice to Proceed, Purchase Order, or Task Order.

Contract is Original Agreement Contract Amendment/Extension Renewal

Contract Manager: John T. Null (Name) 8036 (Ext.) Facilities Maintenance (Department/Stop #)

CONTRACT COSTS

Total Dollar Value of Contract: $ 22,995.00
(must be $100,000.00 or less)

Current Year Portion: $
(If multiyear agreement then requires BOCC approval, unless the total cumulative amount is $100,000.00 or less).

Budgeted? Yes ■ No ☐

Grant: $_____ County Match: $

Fund/Cost Center/Spend Category: CC 20505/SC 00062

ADDITIONAL COSTS

Estimated Ongoing Costs: $ /yr
(Not included in dollar value above)

For: _____
(e.g. maintenance, utilities, janitorial, salaries, etc.)

Insurance Required: YES ■ NO ☐

see pages 32-34 of RFS

CONTRACT REVIEW

		Reviewer	Date In
Department Head	Signature:	William DeSantis	Digitally signed by William DeSantis DN: cn=William DeSantis, o=Monroe County BOCC, ou=Facilities Maintenance, email=desantis-william@monroecounty-fl.gov, c=US Date: 2025.03.26 12:58:41 -04'00'
County Attorney	Signature:	Joseph X. DiNovo	Digitally signed by Joseph X. DiNovo Date: 2025.03.26 07:21:56 -04'00'
Risk Management	Signature:	Jaclyn Flatt	Digitally signed by Jaclyn Flatt Date: 2025.03.25 13:23:00 -04'00'
Purchasing	Signature:	Julie E. Cuneo	Digitally signed by Julie E. Cuneo Date: 2025.03.26 09:02:03 -04'00'
OMB	Signature:	John Quinn	Digitally signed by John Quinn Date: 2025.03.26 09:45:12 -04'00'

Comments: _____

Revised BOCC 4/19/2023

MONROE COUNTY
BOARD OF COUNTY COMMISSIONERS

REQUEST FOR SERVICES
FOR

Chain Link Fencing at
Marathon Detention Center
2981 Ocean Terrace, Marathon

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

COUNTY ADMINISTRATOR
Christine Hurley

Clerk of the Circuit Court
Kevin Madok

Facilities Maintenance Director
William DeSantis

January 2025

PREPARED BY:
Monroe County Facilities Maintenance Department

General Scope of Work

Job Name: Chain Link Fencing at Monroe County Detention Center

Job Locations: Monroe County Detention Center
3981 Ocean Terrace, Marathon, Florida 33050

Contact: John T. Null or Jessica Morris

John T. Null
null-john@monroecounty-fl.gov
305-587-8036

Jessica Morris
morris-jessica@monroecounty-fl.gov
305-504-4327

PROJECT OVERVIEW
PROJECT INTENT AND SCOPE
GENERAL REQUIREMENTS

1. Project Overview

A) Monroe County ("Owner" or "County") shall enter into a contract with a qualified Contractor to install chain link fencing at the Monroe County Detention Center; 3981 Ocean Terrace; Marathon, Florida 33050. The term of this contract shall commence upon approval and execution of the contract by Monroe County and will terminate upon final completion of the Project as noted herein. Contractor shall commence performance under the contract, which may include applying for a permit if one is required for the Project, within **Ten (10) calendar days** of the date of issuance to the undersigned by Owner of a Notice to Proceed, Purchase Order, or Task Order. Once commenced, the undersigned shall diligently continue performance until completion of the Project. The undersigned shall accomplish Final Completion of the Project within **Thirty (30) days**, thereafter, unless an extension of time is granted by the County.
The Contractor shall be required to secure and pay for all required permits and approvals to perform the work from governmental entities, which may include City of Marathon Building Department, Monroe County Building Department, and any other permitting or regulatory agencies, if applicable. The Contractor shall include those permit fees as a part of the Contractor's bid.

B) All quotes are due by **Tuesday, March 18, 2025, at 3:00 P.M.**, via email to **morris-jessica@monroecounty-fl.gov.** All Quotes must state they will be good for one hundred twenty (120) calendar days from submittal due date.

2. Project Intent and Scope

Scope of Work:

The Contractor shall provide the following Scope of Work and provide all labor and materials to install chain link fencing at the Monroe County Detention Center, Marathon, Florida:

Remove and dispose of existing chain link fencing on perimeter only.
Leave existing rooftop fencing as is. It is in good condition and will not be replaced.
Install mini mesh galvanized chain link fencing, to match existing rooftop fencing.
Repair posts as needed.
Repair/replace Constantine wire as needed.

3. General Requirements

A) The Contractor shall coordinate all activities with the following representative of the Monroe County Facilities Maintenance Department:

JT Null at 305-587-8036

B) The Contractor is required to provide protection for all existing surfaces including, but not limited to:

i. Existing fixtures
ii. Personal Items
iii. Floors
iv. Vehicles and Personal Property
v. Landscaping

C) The Contractor shall ensure that all non-exempt employees for this effort are compensated in accordance with all State and Local Laws.

D) The Contractor shall load, haul, and properly dispose of all construction debris and materials.

E) The Contractor shall provide and maintain appropriate (OSHA required) construction warning signs and barriers.

F) The Contractor shall furnish all required work site safety equipment.

G) The Contractor shall furnish and maintain on-site material safety data sheets (MSDS) for all materials used in the construction.

H) Construction work times shall be limited to that specified by the County.

JG

I) All materials must be approved by submittal prior to commencement of work.

J) The Contractor shall provide a lump sum price by **Tuesday, March 18, 2025, at 3:00 P.M.**, via email as noted herein.

K) The Contractor needs to be aware of weather and location and plan accordingly.

L) The Contractor needs to be aware of the facility, its residents, and staff with unusual schedules and plan accordingly.

M) The Contractor shall provide a safety lift plan for any crane/hoist work.

N) If applicable, the Contractor shall provide paper or electronic copies of all original device specifications, warranties, maintenance schedules, shop drawings, permits, repair and maintenance contacts, and any other information necessary for the proper functioning and maintenance of the equipment.

O) The Contractor shall provide a schedule for all phases of the project.

P) The Contractor shall coordinate all activities with concurrent site work being performed, if any.

Q) Insurance Requirements:

Workers Compensation Employers' Liability	Statutory Limits $100,000 Bodily Injury by Accident $500,000 Bodily Injury by Disease, policy limits $100,000 Bodily Injury by Disease, each employee
General Liability	$200,000 per Person $300,000 per Occurrence $200,000 Property Damage or $300,000 Combined Single Limit
Vehicle: (Owned, non-owned, and hired vehicles)	$200,000 per Person $300,000 per Occurrence $200,000 Property Damage or $300,000 Combined Single Limit
Builders Risk	Not Required
Construction Bond	Not Required

TG

The **Monroe County Board of County Commissioners, its employees and officials, 1100 Simonton Street, Key West, Florida 33040**, shall be named as Certificate Holder and Additional Insured on General Liability and Vehicle policies. A "Sample" Certificate of Insurance is attached, which may not be reflective of the insurance amounts required for this project but is provided for "informational purposes" only.

R) The Contractor is required to have all current licenses necessary to perform the work and shall submit the Contractor's License and Monroe County Business Tax Receipt along with its Proposal. If the Contractor is not a current registered Monroe County Vendor, then it shall also submit a properly completed and executed W-9 Form.

S) INDEMNIFICATION, HOLD HARMLESS, AND DEFENSE. Notwithstanding any minimum insurance requirements prescribed elsewhere in this Agreement, the Contractor shall defend, indemnify and hold the County and the County's elected and appointed officers and employees harmless from and against (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of the Contractor or any of its employees, agents, subcontractors or other invitees during the term of this Agreement, (B) the negligence or recklessness, intentional wrongful misconduct, errors or other wrongful act or omission of the Contractor or any of its employees, agents, subcontractors or other invitees, or (C) the Contractor's default in respect of any of the obligations that it undertakes under the terms of this Agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of the County or any of its employees, agents, contractors or invitees (other than the Contractor). The monetary limitation of liability under this contract shall be equal to the dollar value of the contract and not less than $1 million per occurrence pursuant to Section 725.06, Florida Statutes. The limits of liability shall be as set forth in the insurance requirements included in Paragraph 3 Q. herein. Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this Agreement, this section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay. Should any claims be asserted against the County by virtue of any deficiency or ambiguity in the plans and specifications provided by the Contractor, the Contractor agrees and warrants that the Contractor shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this Agreement.

Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the County's sovereign immunity.

T) **NON-COLLUSION.** By signing this proposal, the undersigned swears, according to law on his/her oath, and under penalty of perjury, that their firm executes this proposal with prices arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to proposal opening, directly or indirectly, to any other proposer or to any competitor. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit, or not to submit a proposal for the purpose of restricting competition. The statements contained in this paragraph are true and correct, and made with the full knowledge that Monroe County relies upon the truth of the statements contained in this paragraph in awarding contracts for this project.

U) **EMPLOYMENT OR RETENTION OF FORMER COUNTY OFFICERS OR EMPLOYEES.** By signing this proposal, the undersigned warrants that he/she/it has not employed, retained or otherwise had act on his/hers/its behalf any former County officer or employee in violation of Section 2-149, Monroe County Code of Ordinances or any County officer or employee in violation of Section 2-150, Monroe County Code of Ordinances. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee pursuant to Subsection 2-152(b), Monroe County Code of Ordinances.

V) **CODE OF ETHICS.** County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

W) **DRUG-FREE WORKPLACE.** By signing this proposal, the undersigned certifies that the contractor complies fully with, and in accordance with the requirements of Section 287.087, Florida Statutes, as follows:

1) They will publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug

counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection 1.

4) In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, for any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

ADDITIONAL CONTRACT PROVISIONS

I) **Nondiscrimination/Equal Employment Opportunity.**

The Contractor and County agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. Contractor agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of disability; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) Any other

nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

During the performance of this Agreement, the Contractor, in accordance with *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339) as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity,* and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor), see 2 C.F.R. Part 200, Appendix II, ¶ C, agrees as follows:

1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee, who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions, discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7) In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provision of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

T.G. 2336

II) **Termination Provisions.**

A. In the event that the Contractor shall be found to be negligent in any aspect of service, the County shall have the right to terminate this agreement after five (5) days' written notification to the Contractor.

B. Either of the parties hereto may cancel this Agreement without cause by giving the other party sixty (60) days' written notice of its intention to do so.

C. Termination for Cause and Remedies: In the event of breach of any contract terms, the County retains the right to terminate this Agreement. The County may also terminate this agreement for cause with Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, prior to termination, the County shall provide Contractor with five (5) calendar days' notice and provide the Contractor with an opportunity to cure the breach that has occurred. If the breach is not cured, the Agreement will be terminated for cause. If the County terminates this agreement with the Contractor, County shall pay Contractor the sum due the Contractor under this agreement prior to termination, unless the cost of completion to the County exceeds the funds remaining in the contract; however, the County reserves the right to assert and seek an offset for damages caused by the breach. The maximum amount due to Contractor shall not in any event exceed the spending cap in this Agreement. In addition, the County reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract and including the right to pursue a claim for violation of the County's False Claims Ordinance, located at Article IX, Section 2-721 et al. of the Monroe County Code.

D. Termination for Convenience: The County may terminate this Agreement for convenience, at any time, upon seven (7) days' notice to Contractor. If the County terminates this agreement with the Contractor, County shall pay Contractor the sum due the Contractor under this agreement prior to termination, unless the cost of completion to the County exceeds the funds remaining in the contract. The maximum amount due to Contractor shall not exceed the spending cap in this Agreement. In addition, the County reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract and including the right to pursue a claim for violation of the County's False Claims Ordinance, located at Article IX, Section 2-721 et al. of the Monroe County Code.

E. Scrutinized Companies:
For Contracts of any amount, if the County determines that the Contractor/Consultant has submitted a false certification under Section 287.135(5), Florida Statutes or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall have the option of (1) terminating the Agreement after it has given the Contractor/Consultant written notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

III) **Maintenance of Records.**

The Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained as applicable for 1) a period of five (5) years after all funds have been expended or returned to the Department of the Treasury, whichever is later; or 2) for a period of seven (7) years from the termination of this Agreement or for a period of five (5) years from the submission of the final expenditure report as per 2 CFR §200.33, whichever is greater. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for seven (7) years following the termination of this Agreement. If any auditor employed by Monroe County or the Monroe County Office of the Clerk of Court and Comptroller (hereinafter referred to as "County Clerk") determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the Contractor, the Contractor shall repay the monies together with interest calculated pursuant to Section 55.03, Florida Statutes, running from the date the monies were paid by the County.

IV) **Right to Audit.**

Availability of Records. The records of the parties to this Agreement relating to the Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by Owner or by the County Clerk to substantiate charges related to this agreement, and all other agreements, sources of information and matters that may in Owner's or the County Clerk's reasonable judgment have any bearing on or pertain to any matters, rights, duties, or obligations under or covered by any contract document (all foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction by Owner's representative and/or agents of Owner or the County Clerk. Owner or County Clerk may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, subcontractors, suppliers, and contractors' representatives. All records shall be kept for ten (10) years after Final Completion. The County Clerk possesses the independent authority to conduct an audit of records, assets, and activities relating to this Project. If any auditor employed by Monroe County or County Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the Contractor, the Contractor shall repay the monies together with interest calculated pursuant to Section 55.03, Florida

Statutes, running from the date the monies were paid to Contractor. The *right to audit* provisions survive the termination or expiration of this Agreement.

V) **Payment of Fees / Invoices.**

County shall pay pursuant to Section 218.70, Florida Statutes (Florida Local Government Prompt Payment Act), upon receipt of a Proper Invoice from the Contractor. Payments due and unpaid under the Contract shall bear interest pursuant to the Florida Local Government Prompt Payment Act.

The Contractor is to submit to the County invoices with supporting documentation that are acceptable to the County Clerk. Acceptability to the County Clerk is based on generally accepted accounting principles and such laws, rules, and regulations as may govern the County Clerk's disbursal of funds. **Invoices shall be submitted to Monroe County Facilities Maintenance Department, Attention: Jessica Morris via email at morris-jessica@monroecounty-fl.gov.**

The County is exempt from sales and use taxes. A copy of the tax exemption certificate will be provided upon request.

Final payment shall be made by the County, as the Owner, to the Contractor when the Contract has been fully performed by the Contractor and the work has been accepted by the County.

VI) **Public Records Compliance.**

The Contractor must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Article I, Section 24, of the Constitution of Florida. The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other "public record" materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this contract and related to contract performance. The County shall have the right to unilaterally cancel this contract upon violation of this provision by the Contractor. Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this contract and the County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

The Contractor is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to Section 119.0701, Fla. Statutes, and the terms and conditions of this contract, the Contractor is required to:

(1) Keep and maintain public records that would be required by the County to perform the service.

(2) Upon request from the County's custodian of records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
(4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records that would be required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of records, in a format that is compatible with the information technology systems of the County.
(5) A request to inspect or copy public records relating to a County contract must be made directly to the County, but if the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

If the Contractor does not comply with the County's request for records, the County shall enforce the public records contract provisions in accordance with the contract, notwithstanding the County's option and right to unilaterally cancel this contract upon violation of this provision by the Contractor. A Contractor who fails to provide the public records to the County or pursuant to a valid public records request within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

The Contractor shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: MONROE COUNTY ATTORNEY'S OFFICE, 1111 12TH ST., SUITE 408, KEY WEST, FL 33040, publicrecords@monroecounty-fl.gov, (305) 292-3470.

VII) E-Verify System.

Beginning January 1, 2021, in accordance with Section 448.095, Florida Statutes, as may be amended from time to time, the Contractor and any subcontractor shall register with and shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the Contract term. Any subcontractor shall provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall comply with and be subject to the provisions of Section 448.095, Florida Statutes. Pursuant to Section 448.095:

1. "A public agency, Bidder, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated Subsection 448.09(1) shall terminate the contract with the person or entity.
2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the Bidder otherwise complied with this subsection, shall promptly notify the Bidder and order the Bidder to immediately terminate the contract with the subcontractor.
3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a Bidder under this paragraph, the Bidder may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A Bidder is liable for any additional costs incurred by a public agency as a result of the termination of a contract."

VIII) Notice Requirement.

Any written notices or correspondence given pursuant to this contract shall be sent by United States Mail, certified, return receipt requested, postage prepared, or by courier with proof of delivery. Notice is deemed received by Contractor when hand delivered by national courier with proof of delivery or by U.S. Mail upon verified receipt or upon the date of refusal or non-acceptance of delivery. The place of giving Notice shall remain the same as set forth herein until changed in writing in the manner provided in this paragraph. Notice shall be sent to the following persons:

For Contractor:
Florida Fence Corp
PO Box 227
Tavernier, FL. 33070

For Owner:
Facilities Maintenance Department
Attention: John T. Null
10600 Aviation Blvd.
Marathon, Florida 33050

And

JT 2341

IX) Uncontrollable Circumstance.

Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable: (a) acts of God; (b) flood, fire, earthquake, explosion, tropical storm, hurricane or other declared emergency in the geographic area of the Project; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest in the geographic area of the Project; (d) government order or law in the geographic area of the Project; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority prohibiting work in the geographic area of the Project;(each, a "Uncontrollable Circumstance"). Contractor's financial inability to perform, changes in cost or availability of materials, components, or services, market conditions, or supplier actions or contract disputes will not excuse performance by Contractor under this Section. Contractor shall give County written notice within seven (7) days of any event or circumstance that is reasonably likely to result in an Uncontrollable Circumstance, or as soon as possible after such Uncontrollable Circumstance has occurred if reasonably anticipated, and the anticipated duration of such Uncontrollable Circumstance. Contractor shall use all diligent efforts to end the Uncontrollable Circumstance, ensure that the effects of any Uncontrollable Circumstance are minimized and resume full performance under this Agreement. The County will not pay additional cost as a result of an Uncontrollable Circumstance. The Contractor may only seek a no cost Change Order or Amendment for such reasonable time as the Owner's Representative may determine.

X) Adjudication of Disputes or Disagreements.

County and Contractor agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. This Agreement is not subject to arbitration. This provision does not negate or waive the provisions of Section I, Nondiscrimination, or Section II, concerning Termination or cancellation.

PROPOSAL FORM

PROPOSAL TO: **Monroe County Facilities Maintenance**
10600 Aviation Blvd.
Marathon, Florida 33050

PROPOSAL FROM: Florida Fence Corp
P.O. Box 227
Tavernier, FL 33070

The undersigned, having carefully examined the Work and reference Drawings, Specifications, Proposal, and Addenda thereto and other Contract Documents for the construction of:

Chain Link Fencing at
Monroe County Detention Center
3981 Ocean Terrace, Marathon, Florida

and having carefully examined the site where the Work is to be performed, having become familiar with all local conditions including labor affecting the cost thereof, and having familiarized himself with material availability, Federal, State, and Local laws, ordinances, rules and regulations affecting performance of the Work, does hereby propose to furnish all labor, mechanics, superintendents, tools, material, equipment, transportation services, and all incidentals necessary to perform and complete said Work and work incidental hereto, in a workman-like manner, in conformance with said Drawings, Specifications, and other Contract Documents including Addenda issued thereto.

The undersigned further certifies that he/she has personally inspected the actual location of where the Work is to be performed, together with the local sources of supply and that he/she understands the conditions under which the Work is to be performed. The proposer shall assume the risk of any and all costs and delays arising from the existence of any subsurface or other latent physical condition which could be reasonably anticipated by reference to documentary information provided and made available, and from inspection and examination of the site.

The undersigned agrees to commence performance of this Project within **Ten (10) calendar days** after the date of issuance to the undersigned by Owner of the Notice to Proceed/Purchase Order/Task Order. Once commenced, undersigned shall diligently continue performance until completion of the Project. The undersigned shall accomplish Final Completion of the Project within **Thirty (30) days**, thereafter, unless an extension of time is granted by the County.

The Base Proposal shall be furnished below in words and numbers. If there is an inconsistency between the two, the Proposal in words shall control.

Twenty Two thousand nine hundred ninety five 00/xx Dollars.
(Total Base Proposal- words)

$ 22,995.00 Dollars.
(Total Base Proposal – numbers)

I acknowledge Alternates as follows: N/A

I acknowledge receipt of Addenda No.(s) or None

No.____Dated_____

No. ___ Dated _____

In addition, Proposer states that he/she has provided or will provide the County, along with this Proposal, a certified copy of Contractor's License, Monroe County Business Tax Receipt, and Certificate of Insurance showing the minimum insurance requirements for this project.

Execution by the Contractor must be by a person with authority to bind the entity.

By signing this agreement below, the Contractor has read and accepts the terms and conditions set forth by the Monroe County General Requirements for Construction found at the link on the Monroe County web page: http://fl-monroecounty.civicplus.com/Bids.aspx?CatID=18; AND accepts all of the terms and conditions and all Federal required contract provisions herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as follows:

Contractor: Theodore Gordon

Mailing Address: P.O. Box 227
Tavernier, FL 33070

Phone Number: 305-852-4324

E.I.N.: 65-0558275

Email: Floridafence@aol.com

Date: 3/19/25 Signed: Ted Gordon

Theodore Gordon Pres. FFC
Name Title

Contractor's Witness signature: Elizabeth

Witness name: Elizabeth Albury

Date: 3/19/25

The County accepts the above proposal:

MONROE COUNTY, FLORIDA

Shannon Weiner Digitally signed by Shannon Weiner Date: 2025.03.03 16:41:50 -05'00' Date:

By: County Administrator or Designee

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
JOSEPH DINOVO
ASSISTANT COUNTY ATTORNEY
DATE: 2-19-2025

NON-COLLUSION AFFIDAVIT

I, Theodore Gordon of the City of Tavernier, FL
according to law on my oath, and under penalty of perjury, depose and say that:

a. I am PRESIDENT
of the firm of Florida Fence Corp
the bidder making the Proposal for the project described in the Request for Proposals for:
MCBOCC - Chain link fencing @ Marathon Detention Center
and that I executed the said proposal with full authority to do so;

b. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and

c. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

d. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition; and

e. The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Ted Gordon — 3/19/25
(Signature of Proposer) (Date)

STATE OF: Florida

COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on 3/19/25 (date) by Theodore Gordon (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC

My commission expires: _____ (SEAL)

ELIZABETH ALBURY
Notary Public
State of Florida
Comm# HH400569
Expires 6/3/2027

LOBBYING AND CONFLICT OF INTEREST CLAUSE

SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

"Florida Fence Corp." (Company)

"... warrants that he/she/it has not employed, retained or otherwise had act on his/her/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee".

Ted Gordon
(Signature)
Date: 3-19-25

STATE OF: Florida

COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me, by means of ☑ physical presence or ☐ online notarization, on March 19, 20 25 (date) by Theodore Gordon (name of affiant). He/~~She~~ is personally known to me or has produced _____ as ~~identification~~. (Type of identification)

Elizabeth Albury
NOTARY PUBLIC

My commission expires: _____ (SEAL)

ELIZABETH ALBURY
Notary Public
State of Florida
Comm# HH400569
Expires 6/3/2027

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute, Sec. 287.087 hereby certifies that:

Florida Fence Corp
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposes a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, for any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Ted Gordon
Proposer's Signature

3/19/25
Date

STATE OF: Florida
COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on March 19, 2025 (date) by Theodore Gordon (name of affiant). He/She is personally known to me or has produced _____ _____ (type of identification) as identification.

Elizabeth Albury
NOTARY PUBLIC

(SEAL)

My Commission Expires: _____

ELIZABETH ALBURY
Notary Public
State of Florida
Comm# HH400569
Expires 6/3/2027

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."

I have read the above and state that neither Theodore Gordon (Respondent's name) nor any Affiliate has been placed on the convicted vendor list within the last thirty-six (36) months.

Ted Gordon
(Signature)

Date: 3/19/25

STATE OF: Florida
COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on the 19th day of March, 2025 (date), by Theodore Gordon (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

Elizabeth
NOTARY PUBLIC

(SEAL)

My Commission Expires: _____

ELIZABETH ALBURY
Notary Public
State of Florida
Comm# HH400569
Expires 6/3/2027

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Project Description(s): Chain link fencing at Marathon Detention Center.
Respondent Vendor Name: Florida Fence Corp.
Vendor FEIN: 65-0558275
Vendor's Authorized Representative Name and Title: Theodore Gordon, President
Address: 161 Georgia Ave
City: Tavernier State: FL Zip: 33070
Phone Number 305-852-4324. Email Address: floridafence@aol.com.

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for good or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors Lists which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the Section entitled "Respondent Vendor Name" is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel and for Projects of $1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria.

I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the County may be terminated, at the option of the County, if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel or placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran PetroleumTerrorism Sector List or been engaged in business operations in Cuba or Syria.

Vendor has reviewed Section 287.135, Florida Statutes, and in accordance with such provision of Florida law, is eligible to bid on, submit a proposal for, or enter into or renew a contract with Monroe County for goods or services.

Certified By: Theodore Gordon, who is authorized to sign on behalf of the above referenced company.
Authorized Signature: Ted Gordon
Print Name: Theodore Gordon
Title: Pres. FFC

Note: The List are available at the following Department of Management Services Site:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Entity/Vendor Name: Florida Fence Corp
Vendor FEIN: 65-0553275
Vendor's Authorized Representative: Theodore Gordon, President
(Name and Title)
Address: 161 Georgia Ave
City: TAVERNIER State: FL Zip: 33070
Phone Number: 305-852-4324
Email Address: Florida Fence @ aol.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deccit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify under penalties of perjury that Vendor does not use coercion for labor or services in accordance with Section 787.06. Additionally, Vendor has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

Certified by: Theodore Gordon, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: Ted Gordon
Print Name: Theodore Gordon
Title: PRESIDENT

LOCAL PREFERENCE FORM

A. Vendors claiming a local preference according to Ordinance 023-2009, as amended by Ordinance No. 004-2015 and 025-2015, must complete this form.
Name of Bidder/Responder Florida Fence Corp Date: 3/19/25

→ attached

1. Does the vendor have a valid receipt for the business tax paid to the Monroe County Tax Collector dated at least one (1) year prior to the notice of request for bids or proposals? YES (Please furnish copy.)
2. Does the vendor have a physical business address located within Monroe County from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered to Monroe County? YES.
(The physical business address must be registered as its principal place of business with the Florida Department of State for at least one (1) year prior to the notice of request for bid or proposal.)
List Address: 161 Georgia Ave Tavernier, FL 33070
Telephone Number: 305-852-4324
B. Does the vendor/prime contractor intend to subcontract 50% or more of the goods, services or construction to local businesses meeting the criteria above as to licensing and location? NO
If yes, please provide:
1. Copy of Receipt of the business tax paid to the Monroe County Tax Collector by the subcontractor dated at least one (1) year prior to the notice or request for bid or proposal.
2. Subcontractor's physical business address within Monroe County from which the subcontractor operates: (The physical business address must be registered as its principal place of business with the Florida Department of State for at least one (1) year prior to the notice of request for bids or proposals)

Tel.Number 305-852-4324
Address 161 Georgia Ave TAVERNIER, FL 33070
Print Name: Theodore Gordon
Signature and Title of Authorized Signatory for
Bidder/Responder Ted Gordon

STATE OF: FLORIDA
COUNTY OF: MONROE
Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization,
on March 19, 2025 (date)
by Theodore Gordon (name of affiant). (He/She is personally known to me
or has produced _____ (type of identification) as identification.

Elizabeth Albury
NOTARY PUBLIC

(SEAL)

My commission expires: _____

ELIZABETH ALBURY
Notary Public
State of Florida
Comm# HH400569
Expires 6/3/2027

INSURANCE REQUIREMENTS AND FORMS

MONROE COUNTY, FLORIDA RISK MANAGEMENT POLICY AND PROCEDURES

General Insurance Requirements For Other Contractors, Subcontractors and Professional Services

As a pre-requisite of the work and services governed, or the goods supplied under this contract (including the pre-staging of personnel and material), the Contractor shall obtain, at his/her own expense, insurance as specified in any attached schedules, which are made part of this contract. The Contractor will ensure that the insurance obtained will extend protection to all Subcontractors engaged by the Contractor. Alternatively, the Contractor may require all Subcontractors to obtain insurance consistent with the attached schedules.

The Contractor will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below. Delays in the commencement of work, resulting from the failure of the Contractor to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the Contractor's failure to provide satisfactory evidence.

The Contractor shall maintain the required insurance throughout the entire term of this contract and any extensions specified in the attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Contractor to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the Contractor's failure to maintain the required insurance.
The Contractor will be held responsible for all deductibles and self-insured retentions that may be contained in the Contractor's Insurance policies.
The Contractor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance or
- A Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the Contractor from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials, at 1100 Simonton Street, Key West, Florida 33040, will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared form entitled "**Request for Waiver of Insurance Requirements**" and approved by Monroe County Risk Management Department.

PROPOSER'S INSURANCE AND INDEMNIFICATION STATEMENT
INSURANCE REQUIREMENTS

Workers Compensation Employers Liability	Statutory Limits $100,000/$500,000/$100,000 Bodily Injury by Accident/Bodily Injury by Disease, policy limits/Bodily Injury by Disease each employee
General Liability	$200,000 per Person $300,000 per Occurrence $200,000 Property Damage or $300,000 Combined Single Limit
Vehicle (Owned, non-owned, and hired vehicles)	$200,000 per Person $300,000 per Occurrence $200,000 Property Damage or $300,000 Combined Single Limit
Builders Risk	Not Required
Construction Bond	Not Required

The Monroe County Board of County Commissioners, its employees and officials, 1100 Simonton Street, Key West, Florida 33040, shall be named as Certificate Holder and Additional Insured on General Liability and Vehicle policies.

INDEMNIFICATION, HOLD HARMLESS, AND DEFENSE. Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, Contractor shall defend, indemnify and hold the County and the County's elected and appointed officers and employees harmless from and against (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of Contractor or any of its employees, agents, contractors or other invitees during the term of this Agreement, (B) the negligence or recklessness, intentional wrongful misconduct, errors or other wrongful act or omission of Contractor or any of its employees, agents, sub-contractors or other invitees, or (C) Contractor's default in respect of any of the obligations that it undertakes under the terms of this Agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of the County or any of its employees, agents, contractors or invitees (other than Contractor). The monetary limitation of liability under this

TC

contract shall be equal to the dollar value of the contract and not less than $1 million per occurrence pursuant to Section 725.06, Florida Statutes. The limits of liability shall be as set forth in the insurance requirements included in Paragraph 3.Q. herein. Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this Agreement, this section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay. Should any claims be asserted against the County by virtue of any deficiency or ambiguity in the plans and specifications provided by the Contractor, the Contractor agrees and warrants that the Contractor shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this Agreement.

PROPOSER'S STATEMENT

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all of the requirements herein. I fully accept the indemnification and hold harmless and duty to defend as set out in this proposal.

Theodore Gordon
PROPOSER

Ted Gordon
Signature

INSURANCE AGENT'S STATEMENT

I have reviewed the above requirements with the proposer named above. The following deductibles apply to the corresponding policy.

POLICY	DEDUCTIBLES
_____	_____
_____	_____
_____	_____

Liability policies are____Occurrence _____Claims Made

_____ _____

Insurance Agency Signature

MONROE COUNTY, FLORIDA
REQUEST FOR WAIVER OF INSURANCE REQUIREMENTS

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract.

Contractor/Vendor:

_____

Project or Service:

_____

Contractor/Vendor
Address & Phone #:

_____
_____

General Scope of Work:

_____
_____
_____

Reason for Waiver or _____
Modification: _____
_____
_____

Policies Waiver or
Modification will apply to:

_____
_____
_____

Signature of Contractor/Vendor:

_____

Date: _____ Approved _____ Not Approved _____

Risk Management Signature: _____

Date: _____ _____

County Administrator appeal:

Approved: _____ Not Approved: _____
Date: _____ _____

Board of County Commissioners appeal:
Approved: _____ Not Approved: _____
Meeting Date: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
GIGA Solutions, Inc.
101 Plaza Real South
Ste 201
Boca Raton FL 33432

CONTACT NAME:
PHONE (A/C, No, Ext): 888-581-0807 **FAX (A/C, No):**
E-MAIL ADDRESS: certs@gigasolves.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Normandy Insurance Company Inc	13012
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED INTEEMP-01
Integrity Employee Leasing, Inc.
PO Box 496454
Port Charlotte FL 33949

COVERAGES **CERTIFICATE NUMBER:** 241468024 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		NHFL0164502025	1/1/2025	1/1/2026	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage provided for all leased employees but not subcontractors of: Florida Fence Corp. coverage effective: 1/1/2025

Job: Marathon Detention Center
3981 Ocean Terrace, Marathon FL 33050

CERTIFICATE HOLDER

Monroe County Board of County Commissoners
1100 Simonton Street
Key West FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Carla Busick

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
State Farm
George Meroni
1801 N Krome Avenue
Homestead FL 330303237

CONTACT NAME: George Meroni
PHONE (A/C, No, Ext): 305-247-3971 FAX (A/C, No):
E-MAIL ADDRESS: george.meroni.cp6e@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
FLORIDA FENCE CORP
PO BOX 227
TAVERNIER FL 330700227

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY			J73 4386-E17-59	11/17/2024	05/17/2025	COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$ 1,000,000
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	Y	N	965 8846-E01-59J	11/01/2024	05/01/2025	BODILY INJURY (Per accident)	$ 1,000,000
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			965 8847-E01-59L	11/01/2024	05/01/2025	PROPERTY DAMAGE (Per accident)	$ 1,000,000
				966 5754-E01-59H	11/01/2024	05/01/2025		$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER	$
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

APPROVED BY RISK MANAGEMENT
BY
DATE 12.26.24
WAIVER N/A X YES

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
6028BV Additional Insured: Monroe County BOCC, including all of it's divisions, subsidiaries, affiliated companies, officers and directors.

CERTIFICATE HOLDER
Monroe County BOCC
1200 Simonton St
Key West FL 33040

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
This form was system-generated on 12/19/2024

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FLORFEN-05 HAYNESE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lisa Rider
Insurance Office of America 13361 Overseas Highway Marathon, FL 33050	PHONE (A/C, No, Ext): (305) 537-2808 FAX (A/C, No): E-MAIL ADDRESS: Lisa.Rider@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Evanston Insurance Company	35378
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Florida Fence Corp
PO Box 227
Tavernier, FL 33070

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		3AA876966	4/1/2025	4/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY			APPROVED BY RISK MANAGEMENT BY JReed DATE 3.19.25 GL only WAIVER N/A X YES			COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 3,000,000
	X EXCESS LIAB CLAIMS-MADE			EZXS3193293	4/1/2025	4/1/2026	AGGREGATE	$
	DED RETENTION $						Agg. Limit	$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contractors' Licsense Number: CGC1518122
Certificate holder is Additional Insured with respect to General Liability when required by written contract per from MEGL 0009-01 09 18
The General Liability is primary and noncontributory when required by written contract per form CG 20 01 04 13
Waiver of subrogation with respect to General Liability per form #MEGL 0241-01 05 16

CERTIFICATE HOLDER

Monroe County BOCC
1100 Simonton Street
Key West, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MARKEL®

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Additional Premium: $Included (Check box if fully earned ☐)

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

A. Who Is An Insured is amended to include as an additional insured any person or entity to whom you are required by valid written contract or agreement to provide such coverage, but only with respect to "bodily injury", "property damage" (including "bodily injury" and "property damage" included in the "products-completed operations hazard"), and "personal and advertising injury" caused, in whole or in part, by the negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. The insurance afforded to such additional insured will not be broader than that which you are required by the valid written contract or agreement to provide for such additional insured.

Our agreement to accept an additional insured provision in a valid written contract or agreement is not an acceptance of any other provisions of such contract or agreement or the contract or agreement in total.

When coverage does not apply for the Named Insured, no coverage or defense will apply for the additional insured.

No coverage applies to such additional insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

B. With respect to the insurance afforded to these additional insured, the following is added to limits of insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the valid written contract or agreement; or

2. Available under the applicable limits of insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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MARKEL®

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Person Or Organization:
Any person(s) or organization(s) with whom the Named Insured agrees, in a written contract executed prior to the "occurrence", to waive rights of recovery
Additional Premium: $ Included

The following is added to Condition **8.** Transfer Of Rights Of Recovery Against Others To Us under Section **IV** – Commercial General Liability Conditions:

We waive any right of recovery we may have against any person or organization shown in the Schedule of this endorsement. This waiver applies only to the person or organization shown in the Schedule of this endorsement.

All other terms and conditions remain unchanged.

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Florida Fence Corporation

P. O. Box 227
Tavernier, FL 33070 US
+13058524324
floridafence@aol.com
www.floridakeysfencing.com

Estimate

ADDRESS
Monroe County Public Works Repair Lower Keys
Monroe County Public Works Repair
C/O Willie DeSantis
305-797-1250
desantis-william@monroecounty-fl.gov

ESTIMATE 3699
DATE 12/05/2024

P.O. NUMBER
Marathon Jail

ACTIVITY	QTY	RATE	AMOUNT
Chain Link Provide & Install Chain Link Fencing @ Marathon Jail	1	22,995.00	22,995.00

To install approx.102' of 8' and 42' of 5'6" 1" mini mesh galvanize wire (matching existing)
Replacing wire only on perimeter NOT rooftop. Rooftop in good condition
Repair 2-posts
Replace Constantine wire with new (only where mini mesh wire will be replaced)
Includes disposal of old fence
Does NOT include Permit

TOTAL **$22,995.00**

- Customer is responsible for making known to Florida Fence Corporation the exact location of ANY underground obstructions and/or utilities, if they do exist, before project commences.
- 1/3 deposit is required to schedule project; once project commences 1/3 plus permit fee is due; upon completion of project final balance is due.
- Permit Fee will be the same amount as charged by the issuing authority.

Accepted By

Accepted Date

2024 / 2025
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2025

RECEIPT# 30140-64572

Business Name: FLORIDA FENCE CORP

Owner Name: GORDON TED AND GAIL
Mailing Address: PO BOX 227
TAVERNIER, FL 33070

Business Location: 161 GEORGIA AVE
TAVERNIER, FL 33070

Business Phone: 305-852-4324
Business Type: CONTRACTOR (CERTIFIED GENERAL)

Employees 1

STATE LICENSE: CGC1518122

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
20.00	0.00	20.00	0.00	0.00	0.00	20.00

Paid WRB-23-00080043 07/17/2024 20.00



Detail by Entity Name

Florida Profit Corporation
FLORIDA FENCE CORP.

Filing Information

Document Number	P95000010733
FEI/EIN Number	65-0558275
Date Filed	02/08/1995
State	FL
Status	ACTIVE

Principal Address

161 GEORGIA AVE.
TAVERNIER, FL 33070

Changed: 04/01/2009

Mailing Address

BOX 227
TAVERNIER, FL 33070

Changed: 01/31/2001

Registered Agent Name & Address

GORDON, THEODORE W
161 GEORGIA AVE
TAVERNIER, FL 33070

Name Changed: 01/13/2005

Address Changed: 03/11/2010

Officer/Director Detail

Name & Address

Title PD

GORDON, THEODORE W
PO BOX 227
TAVERNIER, FL 33070

Title DVP

GORDON, GAIL M
PO BOX 227
TAVERNIER, FL 33070

Title Secretary

Diaz, Luis A
161 GEORGIA AVE.
TAVERNIER, FL 33070

Annual Reports

Report Year	Filed Date
2023	01/23/2023
2024	02/07/2024
2025	02/07/2025

Document Images

02/07/2025 -- ANNUAL REPORT	View image in PDF format
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03/11/2010 -- ANNUAL REPORT	View image in PDF format
04/01/2009 -- ANNUAL REPORT	View image in PDF format
04/07/2008 -- ANNUAL REPORT	View image in PDF format
04/20/2007 -- ANNUAL REPORT	View image in PDF format
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02/09/2004 -- ANNUAL REPORT	View image in PDF format
01/22/2003 -- ANNUAL REPORT	View image in PDF format
02/21/2002 -- ANNUAL REPORT	View image in PDF format
01/31/2001 -- ANNUAL REPORT	View image in PDF format
01/19/2000 -- ANNUAL REPORT	View image in PDF format
02/08/1999 -- ANNUAL REPORT	View image in PDF format
01/26/1998 -- ANNUAL REPORT	View image in PDF format
02/27/1997 -- ANNUAL REPORT	View image in PDF format

05/01/1996 -- ANNUAL REPORT	View image in PDF format
02/08/1995 -- DOCUMENTS PRIOR TO 1997	View image in PDF format

Florida Department of State, Division of Corporations

ADDITIONAL QUOTES FOR

Chain Link Fencing at Marathon Detention Center

2981 Ocean Terrace, Marathon

County of Monroe
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Craig Cates, District 1
Michelle Lincoln, District 2
James K. Scholl, District 3
David Rice, District 4
Mayor Pro Tem Holly Merrill Raschein, District 5

MEMORANDUM

TO: Lisa Abreu, Purchasing Coordinator

FROM: Willie DeSantis, Director, Facilities Maintenance

DATE: 03-20-2025

RE: Chain Link Fencing at Marathon Detention Center

Dear Lisa,

I am writing to explain the difficulties we had in securing bids for the Chain Link Fencing at Marathon Detention Center.

Guardian Fence was supplied the RFS and met on-site and they declined to supply an estimate as per correspondence attached.

Know A Fence was supplied the RFS and a follow up was made and they did not reply or supply an estimate as per correspondence attached.

The deadline for the estimates was 3/18/2025.

I am attaching all the supporting documentation. I do believe that the staff in Marathon did the due diligence required to obtain the required price quotes as per the Monroe County Purchasing Policy.

Kindest regards,

William DeSantis

Digitally signed by William DeSantis
DN: cn=William DeSantis, o=Monroe County BOCC, ou=Facilities Maintenance, email=desantis-william@monroecounty-fl.gov, c=US
Date: 2025.03.25 11:27:42 -04'00'

William DeSantis

Morris-Jessica

From: Morris-Jessica
Sent: Monday, March 17, 2025 9:05 AM
To: KnowAFenceCompany@gmail.com
Cc: Null-John
Subject: Follow Up: RFS for Chain Link Fencing at Marathon Detention Center
Attachments: RFS- Monroe County Detention Center (Marathon) Chain Link Fencing Installation Project Legal Stamped.pdf

Good morning, Know a Fence Company team,

Please find attached **RFS for Chain Link Fencing at Marathon Detention Center** for you review and consideration. We will be happy to schedule a time via email to meet if you wish to walk the properties. You can also reach JT at 305-587-8036 if you wish to discuss on the phone or text.

You can submit a bid as an estimate, or you may use the "Proposal Form" on page 16 & 17 of the RFS packet. Bids are due Tuesday, March 18th, 2025, at 3:00 P.M. If your bid is chosen, you will be required to complete the packet.

We look forward to hearing from you.

Thank you,

Jessica Morris
Executive Assistant
Middle Keys Facilities Maintenance

Monroe County, Florida
"The Florida Keys"

Monroe County Public Works
10600 Aviation Blvd.
Marathon, FL 33050
Phone: 305-504-4327 (cell)
Email: Morris-Jessica@MonroeCounty-Fl.gov

PLEASE NOTE: FLORIDA HAS A VERY BROAD RECORDS LAW. MOST WRITTEN COMMUNICATIONS TO OR FROM THE COUNTY REGARDING COUNTY BUSINESS ARE PUBLIC RECORDS AVAILABLE TO THE PUBLIC AND MEDIA UPON REQUEST. YOUR EMAIL COMMUNICATION MAY BE SUBJECT TO PUBLIC DISCLOSURE

From: Morris-Jessica
Sent: Thursday, February 20, 2025 7:31 AM

To: KnowAFenceCompany@gmail.com
Subject: RFS for Chain Link Fencing at Marathon Detention Center

Good morning, Know a Fence Company team,

Please find attached **RFS for Chain Link Fencing at Marathon Detention Center** for you review and consideration. We will be happy to schedule a time via email to meet if you wish to walk the properties. You can also reach JT at 305-587-8036 if you wish to discuss on the phone or text.

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Thank you,

Jessica Morris
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Monroe County, Florida
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Monroe County Public Works
10600 Aviation Blvd.
Marathon, FL 33050
Phone: 305-504-4327 (cell)
Email: Morris-Jessica@MonroeCounty-Fl.gov

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Morris-Jessica

From: Morris-Jessica
Sent: Monday, March 17, 2025 9:29 AM
To: Kevin Poos
Cc: Null-John
Subject: RE: Follow Up: RFS for Chain Link Fencing at Marathon Detention Center

Thank you, Kevin.

Jessica Morris
Executive Assistant
Middle Keys Facilities Maintenance

Monroe County, Florida
"The Florida Keys"

Monroe County Public Works
10600 Aviation Blvd.
Marathon, FL 33050
Phone: 305-504-4327 (cell)
Email: Morris-Jessica@MonroeCounty-Fl.gov

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From: Kevin Poos <kevin@goguardianfence.com>
Sent: Monday, March 17, 2025 9:13 AM
To: Morris-Jessica <Morris-Jessica@MonroeCounty-FL.Gov>
Subject: Re: Follow Up: RFS for Chain Link Fencing at Marathon Detention Center

...

CAUTION: This email originated from outside of the County. Whether you know the sender or not, do not click links or open attachments you were not expecting.

Good Morning Jessica,

I did look at this job and determined that the posts only needed to be welded and I do not employ a welder so the job is outside of my scope.

On Mon, Mar 17, 2025 at 9:04 AM Morris-Jessica <Morris-Jessica@monroecounty-fl.gov> wrote:

Good morning, Kevin and Guardian Fence team,

Thank you for meeting with JT last week at the Marathon Detention Center. We are just following up to see if you are interested in bidding this RFS. The deadline is tomorrow, Tuesday, March 18th, 2025, at 3:00 P.M.

Thank you,

Jessica Morris
Executive Assistant
Middle Keys Facilities Maintenance

Monroe County, Florida
"The Florida Keys"

Monroe County Public Works
10600 Aviation Blvd.
Marathon, FL 33050
Phone: 305-504-4327 (cell)
Email: Morris-Jessica@MonroeCounty-Fl.gov

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From: Morris-Jessica
Sent: Thursday, February 20, 2025 7:31 AM
To: kevin@goguardianfence.com
Cc: Null-John <Null-John@MonroeCounty-FL.Gov>
Subject: RFS for Chain Link Fencing at Marathon Detention Center

Good morning, Kevin and Guardian Fence team,

Please find attached **RFS for Chain Link Fencing at Marathon Detention Center** for you review and consideration. We will be happy to schedule a time via email to meet if you wish to walk the properties. You can also reach JT at 305-587-8036 if you wish to discuss on the phone or text.

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We look forward to hearing from you.

Thank you,

Jessica Morris
Executive Assistant
Middle Keys Facilities Maintenance

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10600 Aviation Blvd.
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--
Kevin Poos, President
Cell: 305-394-2586
Office: 305-852-8449
www.goguardianfence.com

ATTACHMENT D.5

COUNTY ADMINISTRATOR
CONTRACT SUMMARY FORM FOR CONTRACTS $100,000.00 and Under

Contract with: MCT Express, Inc Contract #

Effective Date: September 1, 2025

Expiration Date: August 31, 2028

Contract Purpose/Description:

Transportation of Medically Managed patients on the Special Needs Registry during evacuations.

Contract is Original Agreement Contract Amendment/Extension Renewal

Contract Manager: Matt Massoud (Name) | 6043 (Ext.) | MC Emergency Mgt. 14A (Department/Stop #)

CONTRACT COSTS

Total Dollar Value of Contract: $ 99,999.99
(must be $100,000.00 or less)

Current Year Portion: $ 99,999.99
(If multiyear agreement then requires BOCC approval, unless the total cumulative amount is $100,000.00 or less).

Budgeted? Yes ☐ No ■

Grant: $ 0.00 County Match: $ 0.00

Fund/Cost Center/Spend Category: Emergency Funds

ADDITIONAL COSTS

Estimated Ongoing Costs: $0/yr
(Not included in dollar value above)

For: _____
(e.g. maintenance, utilities, janitorial, salaries, etc.)

Insurance Required: YES ■ NO ☐

CONTRACT REVIEW

		Reviewer	Date In
Department Head	Signature:	Shannon Weiner Digitally signed by Shannon Weiner Date: 2025.03.03 16:41:50 -05'00'	
County Attorney	Signature:	Christine Hurley Digitally signed by Christine Hurley Date: 2025.03.10 15:23:58 -04'00'	
Risk Management	Signature:	Christine Hurley Digitally signed by Christine Hurley Date: 2025.03.10 15:23:58 -04'00'	
Purchasing	Signature:	Christine Hurley Digitally signed by Christine Hurley Date: 2025.03.10 15:23:58 -04'00'	
OMB	Signature:	Christine Hurley Digitally signed by Christine Hurley Date: 2025.03.10 15:23:58 -04'00'	

Comments: _____

Revised BOCC 4/19/2023

Agreement between MCT Express, Inc. and Monroe County, Florida, for the Transport of Medically Managed Special Needs Patients During An Emergency

THIS AGREEMENT is made and entered into this 27th day of January, 2025, by and between **MONROE COUNTY**, a political subdivision of the State of Florida ("**County**"), with its principal offices located at 1100 Simonton Street, Key West, Florida 33040, and **MCT EXPRESS, INC. ("MCT" or "Contractor"),** a Florida for-profit corporation, whose principal address is 2766 NW 62nd Street, Miami, Florida 33147.

WITNESSETH:

WHEREAS, the County has numerous persons currently enrolled on the County's Special Needs Registry, who will need assistance with transport in the event of an evacuation during an emergency; and

WHEREAS, some portion of those individuals will constitute persons who, in the opinion of the local Department of Health, will have medical needs that cannot be met at a special needs shelter because they are disabled, medically dependent on electricity, require a nurse's care, or must be in a hospital setting for 24-hour care, and who therefore must be transported to a nursing home, skilled nursing facility, or other facility outside the area of the event ("Medically Managed Special Needs Patients"); and

WHEREAS, the County's Comprehensive Emergency Management Plan (CEMP), which has been approved by both the Board of County Commissioners and the State of Florida Division of Emergency Management, provides that special needs clients may be sheltered in a designated in-county location in the event of a Tropical Storm or low Category 1 storm, but will generally otherwise be evacuated to an out-of-county location, and that Medically Managed Special Needs Patients will be advised of their need to evacuate in the event of an out-of-county evacuation order; and

WHEREAS, the CEMP provides that it is the intention of the County, to the best of its ability, to provide for the safety of the elderly and handicapped special needs population whose safety is not provided for through affiliation with another organization, and that transport for the evacuation of the special needs population is the responsibility of Monroe County Social Services and care of the clients is the responsibility of the Monroe County Department of Health; and

WHEREAS, in April 2018, the responsibility for maintaining a Special Needs Registry and supervision of transport of Medically Managed Special Needs Patients was transferred from the Social Services Department to the Emergency Management Department; and

WHEREAS, the County wishes to prepare for the evacuation and transport of Medically Managed Special Needs Patients from various locations within Monroe County, Florida, to nursing homes, skilled nursing facilities, and hospitals located inside or outside the County, in the event of an emergency; and

WHEREAS, MCT desires to offer transportation services for Medically Managed Special Needs Patients, up to one (1) caretaker per patient, and the patient's caged or crated service animals during the evacuation and re-entry phases of an emergency as determined by Monroe County Emergency Management.

NOW THEREFORE, County and MCT, through their respective governing bodies, and in consideration of the mutual promises and covenants herein contained, hereby agree as follows:

Section 1. Definitions

1.1 "Advanced Life Support" or "ALS" shall mean advanced life support, as that term is defined in Chapter 401, Florida Statutes.

1.2 "Basic Life Support" or "BLS" shall mean basic life support, as that term is defined in Chapter 401, Florida Statutes.

1.3 "Ambulance" shall mean an emergency medical services vehicle used in the transport of patients, as defined in Section 401.23, Florida Statutes.

1.4 Other capitalized terms in this Agreement shall have the meanings set forth in Section 401.23, Florida Statutes.

Section 2. Services.

2.1 In the event of a local declaration of emergency and notification by the County that the services under this Agreement are required, MCT shall provide transportation for designated Medically Managed Special Needs Patients, up to one (1) caretaker per patient, and up to one (1) properly caged or crated service animal belonging to the patient, in accordance with the attached Scope of Services rate sheet (Attachment A). The point of origin for the trip shall be the residence of the patient. The patient will be transported to a nursing home, skilled nursing facility, or other similar location designated by the County. The return trip shall be from the nursing home, skilled nursing facility, or other similar location to point of origin.

2.2 The services will commence when a local state of emergency is declared by Monroe County Emergency Management and MCT is contacted by County to begin the service.

2.3 MCT has, and shall maintain throughout the term of this Agreement, appropriate licenses to perform the services under this Agreement; proof of such licenses shall be submitted to the County upon request.

Section 3. Payment and Spending Cap.

3.1 Subject to the language in Section 2.2, the County shall be responsible for payment of invoices following presentation of a proper invoice for services in accordance with the Florida Local Government Prompt Payment Act. MCT shall submit to County invoices with supporting documentation acceptable to the Monroe County Clerk of Court ("Clerk"). Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules, and regulations as may govern the Clerk's disbursal of funds.

3.2 Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners.

3.3 The maximum amount that may be incurred or paid under this Agreement is Ninety-Nine Thousand, Nine Hundred Ninety-nine and 99/100 ($99,999.99) Dollars.

Section 4. Term.

This Agreement shall run for three years commencing September 1, 2025 and terminating on August 31, 2028 unless earlier terminated pursuant to Section 5 of this Agreement. Monroe County's performance and obligations to pay under this contract is contingent upon an annual appropriation by the BOCC.

Section 5. Termination.

This Agreement may be terminated at the discretion of either party upon not less than sixty (60) days' written notice to the other party; however, this Agreement may not be terminated by MCT during hurricane season (June 1 – November 1), unless by prior written mutual agreement of the parties.

Section 6. Requirements for Evacuation and Transportation of Service Animals.

Service animals to be transported must be properly caged or crated, must have been pre-registered, and must have the appropriate documentation and current vaccinations as set forth in the Monroe County Pet Friendly Hurricane Evacuation Center Registration Guidelines.

Section 7. Notices.

All notices and other communications required under this Agreement must be in writing and addressed as follows:

FOR COUNTY:
Shannon Weiner, Director
Emergency Management
7280 Overseas HWY
Marathon, Florida 33050

FOR MCT:
Jorge Curbelo
General Manager – Dade County
MCT Express, Inc.
2766 NW 62nd Street
Miami, Florida 33147

Any Notice required by this Agreement shall be deemed to have been duly given if sent by certified mail, return receipt requested, postage and fees prepaid; hand delivered; facsimile; or by overnight delivery service with proof of delivery.

Section 8. Governing Law, Venue, Interpretation.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to agreements made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and MCT agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. Mediation conducted regarding this Agreement shall be performed according to the rules of the 16th Judicial Circuit for Monroe County, Florida. This Agreement is not subject to arbitration.

Section 9. Entire Agreement/Modification/Amendment.

This writing sets forth the entire agreement of the parties with respect to the subject matter of this Agreement. No representations were made or relied upon by either party, other than those expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless in writing signed by both parties.

Section 10. Maintenance of Records.

MCT shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of seven (7) years from the termination of this agreement or for a period of five (5) years from the submission of the final expenditure report as per 2 CFR §200.333, whichever is greater. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to MCT pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the MCT, the MCT shall repay the monies together with interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the County.

Section 11. Non-Reliance By Non-Parties.

11.1 No person or entity shall be entitled to rely upon the terms of this Agreement in order to enforce or attempt to enforce any third-party claim or entitlement to or benefit from any service or program contemplated hereunder, and County and MCT agree that neither party, nor any agent, officer, or employee of either, shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to, the community in general, or for the purposes contemplated in this Agreement.

11.2 Both parties understand that the employees provided by MCT for the purpose of this Agreement remain the employees of MCT. Execution of this Agreement does not create any employment relationship, contractual or implied, between said employees and the County.

Section 12. Taxes.

The County is exempt from payment of Florida State Sales and Use taxes. MCT shall be responsible for any and all taxes, or payments of withholding, related to services rendered under this Agreement.

Section 13. Insurance.

Prior to or at the time of execution of this Agreement, MCT shall furnish the County Certificates of Insurance indicating current coverages in at least the minimum amounts shown in Attachment C. The County shall be named as an additional insured on all general liability and vehicle liability policies.

Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the County before any policy or coverage is canceled or restricted. The underwriter of such insurance shall be qualified to do business in the State of Florida.

MCT will update the County and provide the County with updated proof of insurance and/or certificates of insurance as the term of insurance expires and coverage for a new term is bound.

Section 14. Severability.

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision shall be valid and enforceable to the fullest extent permitted by law.

Section 15. Waiver.

The failure of either party to this Agreement to object to or take affirmative action with respect to any conduct of the other in violation of any term or condition of this Agreement shall not be construed as a waiver of the violation or breach, or a waiver of any future violation, breach, or wrongful conduct.

Section 16. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

Section 17. Authority.

Each party to this Agreement represents and warrants to the other that the execution, delivery, and performance of this Agreement have been duly authorized by all necessary County, corporate or individual action, as required by law.

Section 18. Covenant of No Interest.

The parties covenant that they do not presently have any interest, and shall not acquire any interest, which would conflict in any manner or degree with performance under this Agreement, and that the only interest of each is to perform and receive benefits as recited in this Agreement.

Section 19. Code of Ethics.

The County and MCT agree that officers and employees of the County are required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, and the County's policies, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

Section 20. No Solicitation/Payment.

Each party warrants that, with respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, MCT agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 21. Non-Waiver of Immunity.

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of County in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

Section 22. Cessation of Services.

MCT reserves the right to suspend services under this Agreement, if, in MCT's sole judgment, services under this Agreement cannot be operated safely or without unacceptable risk to person or property.

Section 23. Federal and State Required Contract Clauses.

The clauses included in Attachment B are required by federal or state statute and are incorporated in this Agreement by reference.

Section 24. Compliance with Federal, State and Local Laws.

Both parties agree to comply with all federal, state, and local laws in performance of this Agreement.

Section 25. Hold Harmless and Indemnification.

To the extent allowed by Florida law, MCT agrees to defend and indemnify the County and its elected and appointed officials and employees from any and all claims and suits brought by a third party, arising out of MCT's performance of services under this Agreement.

Section 26. Assignment.

Neither party may assign (voluntarily, by operation of law, or otherwise) this Agreement

(or any rights or obligations contained herein) without the prior written consent of the other party, whose consent shall not be unreasonably withheld. Any permitted assignee shall assume all obligations of its assignor under this Agreement. Any purported assignment or transfer in violation of this section shall be void.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the day and date first written above.

MCT EXPRESS, INC.

By: _____

Raymond Gonzalez, President

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

By: Christine Hurley Digitally signed by Christine Hurley Date: 2025.03.10 15:23:58 -04'00'

Christine Hurley, County Administrator

Printed Name:	Raymond Gonzalez	Printed Name:	Christine Hurley
Title:	President & CEO	Title:	County Administrator
Date Signed:	1/27/25	Date Signed:	
Address:	2766 NW 62nd Street Miami, FL 33147	Address:	1100 Simonton Street Key West, FL 33040
Email:	jocurbelo@mdambulance.net	Email:	Hurley-Christine@monroecounty-fl.gov

Attachment A
SCOPE OF SERVICES AND RATES

Basic cost per Basic Life Support (BLS) Transport (each way)	$347.93
Cost per BLS mile (loaded)	$10.98
Basic cost of Advanced Life Support (ALS) Transport (each way)	$417.52
Cost per ALS mile (loaded)	$10.98
Cost for caretaker and special needs animals	$0 (no cost)
Cost for second patient transported in same vehicle	20% discount on total of (basic cost + cost per mile)

1. MCT Express, Inc. ("MCT" or "Contractor") will transport a maximum of two (2) patients per ambulance.
2. The County will use its best efforts to provide twenty-four (24) hours' prior notice of need to MCT.
3. At the time of notification, the County shall provide a list of patients for transport and information regarding the destination. Each patient is responsible for providing all necessary medical records to MCT. In the event of an emergency, MCT Express will provide sufficient ALS and BLS assets, and personnel, within a maximum of twenty-four (24) hours from moment of notification, to transport all of the County's Medically Managed Special Needs Patients to places where the patients will be housed during the emergency. The destinations may be within or outside Monroe County, depending on the location of the emergency.
4. Each Ambulance will be staffed with a minimum of one (1) driver and one (1) EMT (for BLS vehicles) or one (1) driver plus one (1) paramedic (for ALS vehicles).
5. At the time of notification from the County that the services under this Agreement are required, the County and MCT Express shall each designate the primary point of contact and a backup person for purpose of the services and shall provide all necessary contact information for each of those people. Those individuals shall have all authority to make necessary decisions on behalf of their respective entities.
6. MCT Express' BLS Ambulances shall be equipped and staffed to provide medical treatments, procedures, and techniques administered or performed by an Emergency Medical Technician (EMT), as that term is defined in Chapter 401, Florida Statutes.
7. MCT Express' ALS Ambulances shall be equipped and staffed to provide medical treatments, procedures, and techniques administered or performed by an Emergency Medical Technician (EMT), as that term is defined in Chapter 401, Florida Statutes.
8. All Ambulances shall be equipped, maintained and operated in accordance with the laws of the State of Florida. MCT Express shall provide appropriate disposable and durable medical supplies on each dedicated Ambulance.

ATTACHMENT B
FEDERAL AND STATE CONTRACT CLAUSES

1.0 Provisions Required by 2 CFR part 200.

The Contractor and its subcontractors must follow the provisions, as applicable, as set forth in 2 CFR Part 200, as amended, including but not limited to:

1.1 **Termination:**

1.1.1 Termination for Convenience: The County may terminate this Agreement for convenience, at any time, upon sixty (60) days written notice to Contractor. If the County terminates this agreement with the Contractor, County shall pay Contractor the sum due the Contractor under this agreement prior to termination, unless the cost of completion to the County exceeds the funds remaining in the contract. The maximum amount due to Contractor shall not exceed the spending cap in this Agreement. In addition, the County reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract and including the right to pursue a claim for violation of the County's False Claims Ordinance, located at Section 2-721 et al. of the Monroe County Code. Either party may cancel this Agreement without cause upon sixty (60) days' written notice of its intention to do so to the other party; however, this provision may not be exercised during hurricane season (June 1 to November 30) unless both parties mutually agree to terminate. In the event of termination, the County shall owe for all goods and services delivered prior to the date of termination.

1.1.2 Termination for Cause and Remedies: In the event of breach of any contract terms, the County retains the right to terminate this Agreement. The County may also terminate this agreement for cause with Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, prior to termination, the County shall provide Contractor with five (5) calendar days' notice and provide the Contractor with an opportunity to cure the breach that has occurred. If the breach is not cured, the Agreement will be terminated for cause. If the County terminates this agreement with the Contractor, County shall pay Contractor the sum due to the Contractor under this agreement prior to termination, unless the cost of completion to the County exceeds the funds remaining in the contract; however, the County reserves the right to assert and seek an offset for damages caused by the breach. The maximum amount due to Contractor shall not in any event exceed the spending cap in this Agreement. In addition, the County reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract and including the right to pursue a claim for violation of the County's False Claims Ordinance, located at Section 2-721 et al. of the Monroe County Code. In the event

that the Contractor shall be found to be negligent in any aspect of service, the County shall have the right to terminate this agreement after five (5) days written notification to the Contractor.

1.2 Equal Employment Opportunity, No Discrimination Provisions.

Contractor and County agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The parties agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

During the performance of this Agreement, the Contractor, in accordance with *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C, agrees as follows:

a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order

11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of (a) through (g) in every subcontract or purchase order unless exempted by rules regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

1.3 OTHER FEDERAL CONTRACT REQUIREMENTS.

The contractor and its subcontractors must follow the provisions as set forth in Appendix II to Part 200, as amended, including but not limited to:

A. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, which includes all FEMA grant and cooperative agreement programs, all contracts awarded by the County in excess of $100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C.§§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. §3702 of the Act, each contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 29 C.F.R. § 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 29 C.F.R. § 5.5 (b)(1), in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 29 C.F.R. § 5.5 (b)(1).

(3) Withholding for unpaid wages and liquidated damages. The Federal agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 29 C.F.R. § 5.5 (b)(2).

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 29 C.F.R. § 5.5 (b)(1) through (4) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 29 C.F.R. § 5.5 (1) through (4).

B. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

C. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §§1251-1387) and will report violations to FEMA/Federal Agency and the appropriate Regional Office of the Environmental Protection Agency (EPA). The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—applies to Contracts and subgrants of amounts in excess of $150,000. The contractor agrees to include these requirements in each subcontract

exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA/Federal agency. The contractor agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to FEMA/Federal Agency and the appropriate EPA Regional Office.

D. Debarment and Suspension (Executive Orders 12549 and 12689)— A contract award under a "covered transaction" (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR Part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension" and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and suspension) SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. §180.935) or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935). the contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Bidders or Proposers agree to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

E. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. If award exceeds $100,000, the attached certification must be signed and submitted by the contractor to the COUNTY.

F. Compliance with Procurement of recovered materials as set forth in 2 CFR § 200.322. CONTRACTOR must comply with section 6002 of the Solid Waste disposal Act, as

amended, by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

G. Prohibition on certain telecommunications and video surveillance services or equipment as set forth in 2 CFR § 200.216. Recipients and subrecipients and their contractors and subcontractors may not obligate or expend any federal funds to (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

H. Domestic preference for procurements as set forth in 2 CFR §200.322 The COUNTY and CONTRACTOR should, to the great extent practicable, provide a preference for

the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). These requirements of this section must be included in all subawards including contracts and purchase orders for work or products under federal award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

I. Americans with Disabilities Act of 1990, as amended (ADA) – The Contractor will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the Contractor pursuant thereto.

J. Disadvantaged Business Enterprise (DBE) Policy and Obligation - It is the policy of the County that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with County funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The County and its Contractor agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with 2 C.F.R. § 200.321(as set forth in detail below), applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The County and the Contractor and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

2 C.F.R. § 200.321 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Contractor, with the funds authorized by this Agreement, seeks to subcontract goods or services, then, in accordance with 2 C.F.R. §200.321, the Contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible.

b. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business

enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(6) Requiring the Prime contractor, if subcontractor is to be let, to take the affirmative steps listed in paragraph (1) through (5) of this section.

K. E-Verify - The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

L. Energy Efficiency- CONTRACTOR will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422) and with all mandatory standards and policies relating to energy efficiency and the provisions of the state Energy Conservation Plan adopted pursuant thereto.

M. Access to Records - Contractor and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing the Department of Homeland Security (DHS) and the Federal Emergency Management Agency's (FEMA) access to records, accounts, documents, information, facilities, and staff. Contractors must; (1) cooperate with any compliance review or complaint investigation conducted by DHS, (2) Give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance, (3) Submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

N. DHS Seal, Logo and Flags - Contractor shall not use the Department of Homeland Security seal(s), logos, crests, or reproduction of flags or likeness of DHS agency officials without specific FEMA approval.

O. Changes to Contract - The Contractor understands and agrees that any cost resulting from a change or modification, change order, or constructive change of the agreement must be within the scope of any Federal grant or cooperative agreement that may fund this Project and be reasonable for the completion of the Project. Any contract change or modification, change order or constructive change must be approved in writing by both the County and Contractor.

P. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance may be used to fund the contract. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Q. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the COUNTY/non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

R. Program Fraud and False or Fraudulent Statements or Related Acts. If applicable, the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and

1.4 Florida Division of Emergency Management Requirements:

A. The Contractor is bound by any terms and conditions of the Federally-Funded Subaward and Grant Agreement between County and the Florida Division of Emergency Management.

B. The Contractor shall hold the Division and County harmless against all claims of whatever nature arising out of the Contractor's performance of work under this Agreement, to the extent allowed and required by law.

1.5 Florida Public Records Requirements:

Contractor must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of article I of the Constitution of Florida. The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other "public record" materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this contract and related to contract performance. The County shall have the right to unilaterally cancel this contract upon violation of this provision by the Contractor. Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this contract and the County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.
The Contractor is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to F.S. 119.0701 and the terms and conditions of this contract, the Contractor is required to:

(1) Keep and maintain public records that would be required by the County to perform the service.

(2) Upon receipt from the County's custodian of records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the County.

(4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records that would be required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of records, in a format that is compatible with the information technology systems of the County.

(5) A request to inspect or copy public records relating to a County contract must be made directly to the County, but if the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

If the Contractor does not comply with the County's request for records, the County shall enforce the public records contract provisions in accordance with the contract, notwithstanding the County's option and right to unilaterally cancel this contract upon violation of this provision by the Contractor. A Contractor who fails to provide the public records to the County or pursuant to a valid public records request within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

The Contractor shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: MONROE COUNTY ATTORNEY'S OFFICE, 1111 12th STREET, SUITE 408, KEY WEST, FL 33040, publicrecords@monroecounty-fl.gov, (305) 292-3470.

1.6 **Required County Forms:**

A. Public Entity Crime Statement. In accordance with Fla. Stat., Sec. 287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

B. Ethics Clause. In accordance with Section 5 (b) Monroe County Ordinance No. 010-1990, Contractor warrants that it had not employed, retained or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of *Ordinance No. 020-1990*. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

C. Vendor Certification Regarding Scrutinized Companies: Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria. The contractor shall provide the non-collusion certification.

D. Affidavit Attesting To Noncoercive Conduct For Labor Or Services: As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

E. Drug Free Workplace: The contractor shall include an executed "Drug Free Workplace" form.

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excessof the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

I have read the above and state that neither MCT Express, Inc. (Respondent's name) nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

(Signature)

Date: January 27, 2025

STATE OF: Florida

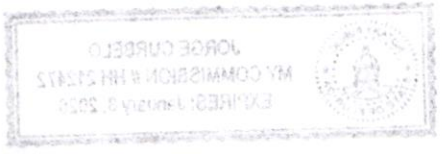
COUNTY OF: Miami-Dade

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online notarization, on 01/27/2025 (date) by Ray Gonzalez (name of affiant). He/She is personally known to me or has produced N/A (type of identification) as identification.

NOTARY PUBLIC:

JORGE CURBELO
MY COMMISSION # HH 212472
EXPIRES: January 8, 2026

My Commission Expires: January 8, 2026


JORGE CURBELO
MY COMMISSION # HH 214472
EXPIRES: January 6, 2026

SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

"MCT Express, Inc."

(Contractor)

"…warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee."

(Signature)

Date: January 27, 2025

STATE OF: Florida
COUNTY OF: Miami-Dade

Subscribed and sworn to (or affirmed) before me, by means of ■ physical presence or □ online notarization, on 01/27/2025 (date) by Ray Gonzalez (name of affiant). He/She is personally known to me or has produced N/A (type of identification) as identification.

NOTARY PUBLIC

My Commission Expires: January 8, 2026

JORGE CURBELO
MY COMMISSION # HH 212472
EXPIRES: January 8, 2026

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Project Description(s): Ambulance Service

Respondent Vendor Name: MCT Express, Inc.

Vendor FEIN: 65-1002016

Vendor's Authorized Representative Name and Title:

Jorge Curbelo, Vice President

Address: 2766 NW 62nd Street

City: Miami State: Florida Zip:

33147

Phone Number: 305-779-0505

Email Address: jocurbelo@mdambulance.net

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the Section entitled "Respondent Vendor Name" is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel and for Projects of $1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria.

I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the County may be terminated, at the option of the County, if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel or placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria.

Certified By: RAY GONZALEZ, PRESIDENT & CEO, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

Print Name: JORGE CURBELO

Title: VICE PRESIDENT

Note: The List are available at the following Department of Management Services Site: http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Entity/Vendor Name: MCT Express, Inc.
Vendor FEIN: 65-1002016
Vendor's Authorized Representative: Jorge Curbelo, Vice President
(Name and Title)
Address: 2766 NW 62nd Street
City: Miami State: FL Zip: 33147
Phone Number: 305-779-0505
Email Address: jocurbelo@mdambulance.net

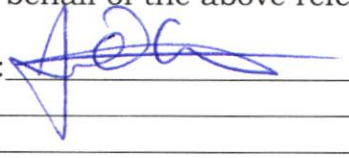
As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify under penalties of perjury that Vendor does not use coercion for labor or services in accordance with Section 787.06. Additionally, Vendor has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

Certified By: Ray Gonzalez, President & CEO, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: 
Print Name: Jorge Curbelo
Title: Vice President

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statutes, Sec. 287.087, hereby certifies that:
MCT Express, Inc.
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

(Signature)

Date: January 27, 2025

STATE OF: Florida

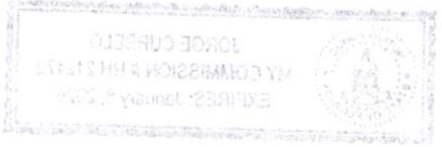
COUNTY OF: Miami-DAde

Subscribed and sworn to (or affirmed) before me, by means of ■ physical presence or □ online notarization, on 01/274/2025 (date) by Raymond Gonzalez (name of affiant). He/She is personally known to me or has produced N/A (type of identification) as identification.

NOTARY PUBLIC: Jorge Curbelo

My Commission Expires: January 8, 2026

NOTARY PUBLIC STATE OF FLORIDA
JORGE CURBELO
MY COMMISSION # HH 212472
EXPIRES: January 8, 2026



Attachment C

Insurance Coverages

GENERAL LIABILITY INSURANCE REQUIREMENTS:

Prior to the commencement of work governed by this contract, the Contractor will obtain Commercial General Liability Insurance. Coverage will be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability

The minimum limits acceptable is:

$1,000,000 Combined Single Limit (CSL)

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners will be named as Additional Insured on all policies issued to satisfy the above requirements.

MEDICAL PROFESSIONAL LIABILITY INSURANCE REQUIREMENTS:

Recognizing that the work governed by this contract involves the providing of professional medical treatment, the Contractor will purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to the rendering of, or failure to render medical professional services under this contract.

The minimum limits of liability are:

$1,000,000 per Occurrence/$3,000,000 Aggregate

If coverage is provided on a claims made basis, an extended claims reporting period of four (4) years will be required.

BUSINESS AUTOMOBILE LIABILITY INSURANCE REQUIREMENTS:

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Business Automobile Liability Insurance. Coverage will be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable is:

$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable are:

$ 500,000 per Person
$1,000,000 per Occurrence
$ 100,000 Property Damage

The Monroe County Board of County Commissioners will be named as Additional Insured on all policies issued to satisfy the above requirements.

WORKERS' COMPENSATION INSURANCE REQUIREMENTS:

Prior to the commencement of work governed by this contract, the Contractor will obtain Workers' Compensation Insurance with limits sufficient to respond to applicable Workers' Compensation state statutes and the requirements of Chapter 440, Florida Statutes.

In addition, the Contractor will obtain Employers' Liability Insurance with limits of not less than:

$100,000 Bodily Injury by Accident
$500,000 Bodily Injury by Disease, policy limits
$100,000 Bodily Injury by Disease, each employee

Coverage will be maintained throughout the entire term of the contract.

Coverage will be provided by a company or companies authorized to transact business in the State of Florida.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County may recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/05/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Isidro/01	
Procom Insurance Underwriters 4909 SW 74th Ct. Miami FL 33155	PHONE (A/C, No, Ext): (305) 740-4460	FAX (A/C, No): (305) 740-4469
	E-MAIL ADDRESS: Mbruna@procomcorp.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : IRONSHORE SPECIALTY INSURANCE CO	25445
INSURED MCT Express,Inc.dba Miami Dade Ambulance United Medical Transportation LLC 2766 NW 62 St. MIAMI, FL 33147	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X 250,000DED GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	Y	Y	HC7AACUZTD002	08/16/2024	08/16/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Hippa Violation E/Clain	$ 2,000,000 $ 50,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 250,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Medical Professional Liability Included				08/16/2024	08/16/2025	$1,000,000 EACH CLAIM /$3,000,000AGG 250,000 DED.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

A Loc #1 2766 NW 62 Street Miami FL 33147 / Loc #2 23635 S Dixie Hwy Miami Fl 33030/2000 N STATE ROAD 7 LAUDERDALE LAKES, FL 33316

A SEXUAL ABUSE /MOLESTATION INCLUDED

NON -EMERGENCY MEDICAL TRANSPORT

30 DAYS PRIOR TO ANY SUCH CANCELLATION OR MATERIAL CHANGE

MCT EXPRESS INC dba MIAMI DADE AMBULANCE,UNITED MEDICAL TRANSPORTATION LLC

APPROVED BY RISK MANAGEMENT

BY Joslan Jones

DATE 02.13.25

WAIVER N/A ___ X YES ___

CERTIFICATE HOLDER

Monroe County Board of County Commissioners
1111 12th Street Suite #408
Key West, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ISIDRO L. GUILLAMA

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/5/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kevin Johnson	
Global Affinity Managers 909 Castle Point Terrace Hoboken NJ 07030	PHONE (A/C, No, Ext): (305) 740-6949	FAX (A/C, No):
	E-MAIL ADDRESS: onesourcewcins@gmail.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Fire Insurance Company	19682
INSURED MCT Express, Inc DBA Miami Dade Ambulance 2766 NW 62nd Street Miami FL 32147	INSURER B : General Star National Insurance Company	11967
	INSURER C : Hartford Fire Insurance Company	19682
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 300,000
	☒ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS			12CSES50302	01/01/2025	01/01/2026	BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	☐ UMBRELLA LIAB ☒ OCCUR						EACH OCCURRENCE	$ 700,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE			NXG9277724H	01/01/2025	01/01/2026	AGGREGATE	$
	☐ DED ☐ RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A		12WNS50301	01/01/2025	01/01/2026	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is additional insured as respects to automobile liability. $700,000 Excess Liability applies as excess to the $300,000 Primary Auto Liability limit.

APPROVED BY RISK MANAGEMENT

BY Gaelan Jones

DATE 2.13.25

WAIVER N/A X **YES** _____

CERTIFICATE HOLDER

Monroe County

Board Of County Commissioners
1111 12th St, suite #408
Key West FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert Isaesen

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ATTACHMENT D.5

COUNTY ADMINISTRATOR
CONTRACT SUMMARY FORM FOR CONTRACTS $100,000.00 and Under

Contract with: Mitel Contract #

Effective Date: January 6, 2025

Expiration Date: January 5, 2026

Contract Purpose/Description:

This request is to approve paying a maintenance contract in support of our Mitel MiVoice telephone system.
It is from Mitel itself and is $22,661.25 to support our physical Mitel Equipment.
It is pre-negotiated under Sourcewell contract # 022719-MBS.

Contract is Original Agreement Contract Amendment/Extension Renewal

Contract Manager: Alan MacEachern (Name) 8792 (Ext.) (Department/Stop #)

CONTRACT COSTS

Total Dollar Value of Contract: $ 22,661.25
(must be $100,000.00 or less)

Current Year Portion: $ 22,661.25
(If multiyear agreement then requires BOCC approval, unless the total cumulative amount is $100,000.00 or less)

Budgeted? Yes ☑ No ☐

Grant: $_____ County Match: $_____

Fund/Cost Center/Spend Category: 001 - 05002 - SC_00062 - Repair and Maintenance

ADDITIONAL COSTS

Estimated Ongoing Costs: $ /yr
(Not included in dollar value above)
Insurance Required: YES ☐ NO ■

For: _____
(e.g. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

		Reviewer	Date In
Department Head	Signature:	Alan MacEachern	Digitally signed by Alan MacEachern Date: 2025.03.14 14:25:29 -04'00'
County Attorney	Signature:	Christine Limbert-Barrows	Digitally signed by Christine Limbert-Barrows Date: 2025.03.20 10:45:46 -04'00'
Risk Management	Signature:	Jaclyn Flatt	Digitally signed by Jaclyn Flatt Date: 2025.03.20 14:23:57 -04'00'
Purchasing	Signature:	Lisa Abreu	Digitally signed by Lisa Abreu Date: 2025.03.20 15:32:23 -04'00'
OMB	Signature:	John Quinn	Digitally signed by John Quinn Date: 2025.03.20 16:01:07 -04'00'

Comments: _____

Revised BOCC 4/19/2023

MEMORANDUM
MONROE COUNTY INFORMATION TECHNOLOGY

To: OMB

From: Alan MacEachern A M
Director of Information Technology

Date: Friday, March 14th, 2025

RE: MorseCom Maintenance - 2025

Our telephone system has 2 sets of Annual Maintenance. The first, hardware maintenance, protects the physical Mitel equipment that comprises the telephone system. This maintenance ($22,661.25) is pre-negotiated under Sourcewell contract #022719-MBS.

The second, software maintenance, protects the Morse software and configuration that controls the telephone system equipment. This maintenance ($29,412) needs approval to be purchased following the sole source provision of our purchasing policy.

Page 24, Chapter 7 Exclusions 2.b:
Where the procurement itself, due to the nature of the goods or services (i.e. in order to obtain conformity to existing contracted goods or services, in order to avoid the loss of warranty coverage, proprietary licensing, equipment capability, etc.), dictates sole source acquisition, the Requesting Department shall provide written justification as to the sole source nature of the procurement.

Justification:
Morse Communications, Inc. is the owner and entity that created of the software configuration that controls our Mitel equipment.

I.T. would like to request approval for this purchase. Thank you for your time and consideration.

Best Regards,

Alan MacEachern

Alan MacEachern
IT Director
Monroe County BOCC Information Technology
102050 Overseas Highway, MM 102.5
Key Largo, FL 33037



Prepared for: Monroe County
Quote: 195-1
Quote Title: Monroe County Mitel SWA Renewal
Prepared by: Scott Eller
3/7/2025

Proposal Summary

Prepared by:
Scott Eller
Morse Communications, Inc.
321-259-8469
http://www.morsecom.com

Prepared for:
Alan MacEachern
Monroe County
1100 Simonton St
33040

Quote information:
Quote #195-1
Prepared on: 3/7/2025
Expires: 4/6/2025

EXECUTIVE SUMMARY

MORSECOM is pleased to present this proposal to Monroe County for SWAS for Mitel term Jan 6, 2025, through Jan 5, 2026
Pricing on this quote is based on the Mitel Sourcewell (formerly NJPA) contract #022719-MBS

Location	Description	Quantity	Unit Price	Price
	SWA MiVBus UC Advantage SYSID: 14375581 Micollab	237	3.75 USD	888.75 USD
	SWA MiVBus UC Advantage SYSID: 15307452 Marathon MXE01 (MiVoice Business)	30	3.75 USD	112.50 USD
	SWA MiVBus UC Advantage SYSID: 20250729 Key West MXE01 (MiVoice Business)	28	3.75 USD	105.00 USD
	SWA MiVBus UC Advantage SYSID: 26001755 DLM (Designated License Manager)	331	3.75 USD	1,241.25 USD
	SWA MiVBus UC Advantage SYSID: 61295207 Plantation MXE01 (MiVoice Business)	30	3.75 USD	112.50 USD
	SWA MiVBus UC Advantage SYSID: 68535643 MBG01 (MiVoice Border Gateway)	81	3.75 USD	303.75 USD
	SWA MiVBus UC Advantage SYSID: 82866059 vMCD02 (MiVoice Business)	28	3.75 USD	105.00 USD
	SWA MiVBus UC Advantage SYSID: 8402734 Largo MXE01 (MiVoice Business)	30	3.75 USD	112.50 USD
	SWA MiVBus UC Advantage SYSID: 86962178 ULM (Unified License Manager)	5121	3.75 USD	19,203.75 USD
	SWA MiVBus UC Advantage SYSID: 9451854 MBG02 (MiVoice Border Gateway)	71	3.75 USD	266.25 USD
	SWA MiVBus UC Advantage SYSID: 95849365 TDC-CX (MiVoice Business)	28	3.75 USD	105.00 USD
	SWA MiVBus UC Advantage SYSID: 11967029 QTS-MCD01 (MiVoice Business)	28	3.75 USD	105.00 USD

Sub-total	22,661.25 USD
Sales tax	0.00 USD
***TOTAL**	**22,661.25 USD**

***Cost does not include applicable taxes, regulatory fees, or shipping charges.**

Payment Schedule:

Under $50,000

50% due at signing
50% due upon completion

Over $50,000
35% due at signing

25% due at Equipment/License Delivery
40% due upon completion

Monroe County

Signature: Christine Hurley Digitally signed by Christine Hurley Date: 2025.03.24 16:47:37 -04'00'
Name: Christine Hurley
Email: hurley-christine@monroecounty-fl.gov

Legal

https://www.morsecom.com/support

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
CHRISTINE LIMBERT-BARROWS
SR. ASSISTANT COUNTY ATTORNEY
DATE: 3/20/25

ABOUT MORSECOM

Everyone & Everything Connected

MORSECOM is a Certified Woman & Veteran Owned Business Enterprise (WBE). Our company's management team is comprised of high-level, Industry-recognized experts that truly understand the business and technical requirements of our clients. We serve all major verticals to include SLED, Retail, Healthcare, Financial, Manufacturing and more. We have received awards for our experience and delivery of contact center solutions that truly focus on enhancing the customer's experience.

MORSECOM is an industry pioneer in the Cable Infrastructure space having entered the market over 30 years ago. Founded by Annette & Mike Costello, MORSECOM has transformed from its early beginnings to become a market leader in technology solutions and as the managed services provider for North America. Serving 38 states and 6 countries worldwide, we have an expansive portfolio with an international footprint always allowing for Best-in-Class Service. MORSECOM has over 100 employees with nearly 80% of those holding technical certifications.

We offer value-based client solutions by effectively integrating business and technology. Our portfolio includes cutting-edge voice, data networking, peripheral applications, and security solutions. We are the full-service integrator assisting clients from the desktop to the data center providing world-class solutions.

PARTNERS

ATTACHMENT D.5

COUNTY ADMINISTRATOR
CONTRACT SUMMARY FORM FOR CONTRACTS $100,000.00 and Under

Contract with: MorseCom Contract #

Effective Date: January 6, 2025

Expiration Date: January 5, 2026

Contract Purpose/Description:

This request is for a maintenance contract in support of our Mitel telephone system.
The item is from MorseCom and is $29.412.00 to support the Morse provided software and configuration.
The MorseCom item is supported by a Sole Source letter.

Contract is Original Agreement Contract Amendment/Extension Renewal

Contract Manager: Alan MacEachern (Name) 8792 (Ext.) (Department/Stop #)

CONTRACT COSTS

Total Dollar Value of Contract: $ 29,412.00
(must be $100,000.00 or less)

Current Year Portion: $ 29,412.00
(If multiyear agreement then requires BOCC approval, unless the total cumulative amount is $100,000.00 or less).

Budgeted? Yes ■ No ☐

Grant: $_____ County Match: $_____

Fund/Cost Center/Spend Category: 001 - 05002 - SC_00062 - Repair and Maintenance

ADDITIONAL COSTS

Estimated Ongoing Costs: $ /yr
(Not included in dollar value above)
Insurance Required: YES ☐ NO ■

For: _____
(e.g. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

		Reviewer	Date In
Department Head	Signature:	Alan MacEachern	Digitally signed by Alan MacEachern Date 2025.03.14 12:27:58 -04'00'
County Attorney	Signature:	Christine Limbert-Barrows	Digitally signed by Christine Limbert-Barrows Date 2025.03.20 10:26:56 -04'00'
Risk Management	Signature:	Jaclyn Flatt	Digitally signed by Jaclyn Flatt Date 2025.03.20 14:23:35 -04'00'
Purchasing	Signature:	Lisa Abreu	Digitally signed by Lisa Abreu Date 2025.03.20 15:33:20 -04'00'
OMB	Signature:	John Quinn	Digitally signed by John Quinn Date 2025.03.20 16:00:14 -04'00'

Comments: _____

Revised BOCC 4/19/2023

MEMORANDUM
MONROE COUNTY INFORMATION TECHNOLOGY

To: OMB

From: Alan MacEachern A M
Director of Information Technology

Date: Friday, March 14th, 2025

RE: MorseCom Maintenance - 2025

Our telephone system has 2 sets of Annual Maintenance. The first, hardware maintenance, protects the physical Mitel equipment that comprises the telephone system. This maintenance ($22,661.25) is pre-negotiated under Sourcewell contract #022719-MBS.

The second, software maintenance, protects the Morse software and configuration that controls the telephone system equipment. This maintenance ($29,412) needs approval to be purchased following the sole source provision of our purchasing policy.

Page 24, Chapter 7 Exclusions 2.b:
Where the procurement itself, due to the nature of the goods or services (i.e. in order to obtain conformity to existing contracted goods or services, in order to avoid the loss of warranty coverage, proprietary licensing, equipment capability, etc.), dictates sole source acquisition, the Requesting Department shall provide written justification as to the sole source nature of the procurement.

Justification:
Morse Communications, Inc. is the owner and entity that created of the software configuration that controls our Mitel equipment.

I.T. would like to request approval for this purchase. Thank you for your time and consideration.

Best Regards,

Alan MacEachern

Alan MacEachern
IT Director
Monroe County BOCC Information Technology
102050 Overseas Highway, MM 102.5
Key Largo, FL 33037

MORSECOM

Morse Communications, Inc.
395 East Drive
Melbourne, FL 32904
PH 321-259-8469
FAX 321-255-0198
Toll Free (888) 667-7326
www.morsecom.com

Prepared for:	Monroe County
Contact:	Alan MacEachern
Email:	maceachern-alan@monroecounty-fl.gov
Phone:	(305) 453-8792
Date:	2024-03-07
Support Term:	6 Jan 2025-5 Jan 2026

Site	8-5, no sets	8-5, w/sets	24-7, no sets	24-7, w/sets
Annual Payment				
All Sites with SWAS	$29,412.00	$39,216.00	$39,216.00	$49,020.00

Notes

- Includes parts/labor for switch only Mitel equipment and or phones dependent upon choice of plan.
- Customer to provide remote access. On-site response is dependent upon site location.
- Does not include applicable taxes and contingent upon site survey
- Does not include pre-existing issues
- Does not include failures due to: power surges, lightning, abuse or Acts of God
- Does not include major release software upgrades unless SWAS plan is chosen
- Does not include customer requested moves, adds or changes
- Does not include any peripheral components such as application servers or OS, unless otherwise noted
- Payment terms are Annual in advance.
- PO and payment to: email apar@morsecom.com or fax to 321-255-0198

Coverage Detail	8-5, no sets	8-5, with sets	24-7, no sets	24-7, with sets
Monitored NOC*	No	No	Yes	Yes
Critical SLA	2hr	2hr	1hr	1hr
High SLA	4hr	4hr	2hr	2hr
Medium SLA	4hr	4hr	4hr	4hr
Low SLA	8hr	8hr	8hr	8hr
Phone Sets	No	Yes	No	Yes
Messaging	Yes	Yes	Yes	Yes
Switch HW-SW	Yes	Yes	Yes	Yes
UC HW-SW	Yes	Yes	Yes	Yes
SW Patches	Yes	Yes	Yes	Yes
Annual Check	Yes	Yes	Yes	Yes
Web ticket	Yes	Yes	Yes	Yes
Toll Free ticket	Yes	Yes	Yes	Yes

Annual Backup	Yes	Yes	Yes	Yes

Terms and Conditions

1. Service Obligations

(a) MORSE shall address any technical or operational defects or malfunctions in the System either by remote diagnostics or by the onsite presence of MORSE's service representative, who shall respond to the defect or malfunction after being notified of the same by Customer or its authorized employee, and restore the System to a normal state of operational efficiency. In carrying out its service and maintenance obligations hereunder, MORSE may install or replace any components or parts that MORSE deems either necessary or desirable for the effective operation of the System, at no additional charge to the Customer while the "System" is under warranty or subsequent maintenance agreements. Any part or component installed by MORSE shall be new or like new and shall be covered by this Agreement in the same manner, and subject to the same limitations herein, as apply to theSystem.

In the event that the subject equipment is deemed "Manufacturer Discontinued", "Manufacturer End of Life" or "Manufacturer non-supported", Morse will be provide a best effort service level with no guarantee of parts or software availability. In the event that the failure is due to a non-supported, discontinued or end of life component, the customer will be responsible to purchase the replacement component.

In the event that the defect or malfunction is deemed by Morse to be caused by neglect, abuse, Acts of God including lightning and/or power surge, the Customer will be responsible for the cost of parts and Morse's then current labor rates to repair the condition.

(i) Emergency Remote service shall be available twenty-four (24) hours a day, seven (7) days a week if this option is chosen.

(ii) Non-emergency maintenance service shall be provided during MORSE's normal working hours, which shall be that period of each day from 8:00 a.m. to 5:00 p.m. local time Monday through Friday, exclusive of holidays. It is agreed that MORSE shall respond to Customer's request for non-emergency service by dispatching MORSE's service representative not later than the end of MORSE's next business day. Should Customer request non-emergency service be performed outside of MORSE's normal working hours, Customer shall pay MORSE on a per-call basis, at MORSE's then effective overtime rates.

(iii) Emergency maintenance service shall be provided twenty-four (24) hours a day, seven (7) days a week if this option has been chosen. IN THE EVENT THAT A MAJOR FAILURE IN THE SYSTEM OCCURS, necessitating emergency maintenance assistance from MORSE either during or outside MORSE's normal working hours, it is agreed that MORSE shall respond to the emergency remotely within four (4) hour or if necessary by dispatching MORSE's service representative not later than four (4) hours from the time it is notified of the same and MORSE shall thereafter exercise its best efforts to cure the same. IN NOTIFYING MORSE, CUSTOMER MUST CLEARLY COMMUNICATE TO MORSE THE EMERGENCY NATURE OF THE PROBLEM AS A CONDITION PRECEDENT TO MORSE'S OBJECTIVE TO RESPOND WITHIN THE TIME FRAMES INDICATED ABOVE. As used herein, a "Major Failure" is defined as a System failure resulting in the Customer's inability to receive twenty percent (20%) of all incoming calls or affecting 20% of the "System'" functionality, to make twenty percent (20%) of all outgoing calls, to make twenty percent (20%) of every station-to-station call, or to use the attendant consoles.

(b) MORSE may from time to time, upon Customer request, furnish moves, additions, changes, software upgrades and/or System modifications separately contracted for at MORSE's then generally effective

Terms and Conditions-cont.

rate. IT SHALL BE THE RESPONSIBILTY OF CUSTOMER TO VERIFY THE ACCURACY AND THE OPERATION OF ANY SOFTWARE UPGRADE, SYSTEM MODIFICATION, ENHANCEMENT OR CHANGE WITHIN FIVE (5) DAYS OF ANY SUCH UPDATE, UPGRADE, ENHANCEMENT OR CHANGE, AND TO NOTIFY MORSE WITHIN A REASONABLE TIME OF ANY ERROR, OMISSION, INACCURACY OR INCONSISTENCY THEREIN. MORSE shall, within twenty-four (24) hours of such notification, commence corrective action to remedy any such error, omission, inaccuracy or inconsistency.

2. Payment Terms

MORSE hereby sells to Customer and Customer hereby purchases from MORSE the services identified in this quote. Any terms and conditions of the quote will supersede any conflicting terms of these terms and conditions. Customer shall pay the Purchase Price of the services in advance, together with all property (personal or intangible) taxes or special assessments and all sales or use taxes which may be imposed upon Customer or MORSE (except taxes based on MORSE's net income) as a result of the performance by the parties of this Agreement. The Payment shall be due no later than the date of order. Payment of invoices shall be due within thirty (30) days from the invoice date. Delinquent payments on any undisputed balance are subject to a late payment charge of the lower of one and a half percent (1.5%) per month, or portion thereof, or the maximum allowed, if lower than (1.5%), by the laws of the state where service is performed.

Service Level Agreement

Priority	Description
Critical	Main Phone system, Contact Center, WLAN, Network
High	Remote Site, T-1, PRI circuit down
Medium	Applications
Low	MAC's, RMA's, Break/Fix

Critical: System down or service affecting outage that immediately affects the operation of customer business and will work to completion.

High: Service affecting outage/issue that affects remote sites and/or trunks.

Medium: Service affecting outage/issue that does not immediately affect the operation of customer business.

Low: Non service affecting issue or outage that does not affect customer business operations.

Christine Hurley Digitally signed by Christine Hurley Date: 2025.03.24 16:47:37 -04'00' 03/24/2025

Signature Date

Christine Hurley, County Administrator

Printed Name

Initials CH

Legal Entity Name

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
CHRISTINE LIMBERT-BARROWS
SR. ASSISTANT COUNTY ATTORNEY
DATE: 3/20/25

ATTACHMENT D.5

COUNTY ADMINISTRATOR
CONTRACT SUMMARY FORM FOR CONTRACTS $100,000.00 and Under

Contract with: Zoll Data Systems Contract # Q-84851

Effective Date: 10/01/2024

Expiration Date: 12/31/2025

Contract Purpose/Description:

Agreement for hosted medical billing and claims submittal records management, including retention of historical patient medical billing records. This is a sole source solution from Zoll Data Systems. The hosted software is essential to MCFR operations for medical billing purposes and ensures compliance with National and State reporting requirements.

Contract is Original Agreement Contract Amendment/Extension Renewal

Contract Manager: Cheri Tamborski (Name) 305.289.6088 (Ext.) MCFR/Stop #14A (Department/Stop #)

CONTRACT COSTS

CC_11001: 30% $ 8,858.38
CC_11500: 64% $18,897.87
CC_14000: 3% $ 885.84
CC_63100: 3% $ 885.84

Total Dollar Value of Contract: $ $29,527.92
(must be $100,000.00 or less)

Current Year Portion: $ $29,527.92
(If multiyear agreement then requires BOCC approval, unless the total cumulative amount is $100,000.00 or less)

Budgeted? Yes ☑ No ☐

Grant: $_____ County Match: $_____

Fund/Cost Center/Spend Category: See Cost Center Split Above / SC_00084 Software

ADDITIONAL COSTS

Estimated Ongoing Costs: $ /yr
(Not included in dollar value above)
Insurance Required: YES ☑ NO ☐

For: _____
(e.g. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

		Reviewer	Date In
Department Head	Signature:	R.L. Colina	Digitally signed by R.L. Colina Date: 2025.03.28 10:49:33 -04'00'
County Attorney	Signature:	Eve M. Lewis	Digitally signed by Eve M. Lewis Date: 2025.03.27 15:35:17 -04'00'
Risk Management	Signature:	Gaelan P Jones	Digitally signed by Gaelan P Jones Date: 2025.03.31 08:38:02 -04'00'
Purchasing	Signature:	Julie E. Cuneo	Digitally signed by Julie E. Cuneo Date: 2025.03.28 20:56:02 -04'00'
OMB	Signature:	Angelica Malcosky	Digitally signed by Angelica Malcosky Date: 2025.03.31 08:19:17 -04'00'

Comments: _____

Revised BOCC 4/19/2023

ZOLL DATA SYSTEMS

ORDER Q-84851

11802 Ridge Parkway, Suite 400
Broomfield, Colorado 80021-5059
(303) 801-0000 (main)
(800) 474-4489 (toll free)
www.zolldata.com

Customer Information

Company Name: Monroe County Fire Rescue

Address: 7280 Overseas Highway
Marathon, FL 33050

Contact: Cheri Tamborski

Email: tamborski-cheri@monroecounty-fl.gov

Bill To: Monroe County Fire Rescue
7280 Overseas Highway
Marathon, FL 33050

Software, SaaS and Services

Initial Term: 15 months (October 1, 2024 - December 31, 2025)

Offer Expiration: March 31, 2025
ZOLL Representative: John Jaweed

SaaS						
Item	Lic. Type	Description	Qty	Unit	Unit Price	Monthly Fee
HBSP	HL	Hosted Billing Service Plus (Per Concurrent User) – TERMINATING FOR THE COUNTY'S CONVENIENCE AS OF 12/31/2025	2	Concurrent User	$780.90	$1561.80
HEPCRPL	HL	Hosted RescueNet ePCR Plus (Per PCR/Month) – TERMINATING FOR THE COUNTY'S CONVENIENCE AS OF 12/31/2025	1	PCR	$1.92	$1.92
HFPR	HL	Hosted RescueNet FireRMS Premium (Per Station) – (END OF LIFE 12/31/2025) – TERMINATING FOR THE COUNTY'S CONVENIENCE AS OF 3/31/2025	3	Station	$285.00	$855.00
HBPRO1	HL	RescueNet Billing Pro (Per Trip/Month) - TERMINATING FOR THE COUNTY'S CONVENIENCE AS OF 3/31/2025	310 (Any overage will be billed at price per Trip/unit)	Trip	$2.85	$883.50

MONTHLY FEES FOR THE PERIOD 10/1/2024 - 3/31/2025:	$2,521.32
TOTAL MONTHLY FEES FOR THE PERIOD 10/1/2024 - 3/31/2025 (the "PAST DUE AMOUNT"):	**$15,127.92**
HOSTED MONTHLY MINIMUM FEE FOR THE PERIOD 4/1/2025 - 12/31/2025:	$1,600.00
TOTAL MONTHLY FEES FOR THE PERIOD 4/1/2025 – 12/31/2025:	**$14,400.00**
PROJECTED FEES FOR INITIAL TERM:	**$29,527.92**

TERMS

Party Identification. Customer is Monroe County, Florida, a political subdivision of the State of Florida, acting through its Board of County Commissioners. Additionally, Customer is the Fire and Ambulance District 1 of Monroe County, Florida, a municipal services taxing unit established under Florida law and

codified in Section 22-129, Monroe County Code of Ordinances, acting through its Board of Governors. Collectively the Customers referenced above will be referenced as "the County" throughout, and mean "Customer." References to "Contractor" mean ZOLL.

HOSTED MONTHLY MINIMUM FEE. $1600 HOSTED MONTHLY MINIMUM FEE APPLIES TO CONTINUING ANY OR ALL OF THE "HOSTED" SAAS (HOSTED BILLING SERVICE PLUS, HOSTED RESCUENET EPCR PLUS, AND/OR HOSTED RESCUENET FIRERMS PREMIUM).

ORDER STATUS. FOR THE AVOIDANCE OF DOUBT, EFFECTIVE ON OCTOBER 1, 2024, RETROACTIVELY, THIS ORDER Q-84851 SUPERSEDES AND REPLACES ORDER Q-56168 (THE "PRIOR ORDER"), AND THE PRIOR ORDER SHALL BE OF NO FURTHER FORCE OR EFFECT, *PROVIDED, THAT* CUSTOMER PROMPTLY PAYS ZOLL THE AMOUNT OF $15,127.92 FOR THE PAST DUE AMOUNT. IF CUSTOMER DOES NOT EXECUTE THIS ORDER BY MARCH 31, 2025, AND PAY THE PAST DUE AMOUNT WITHIN A REASONABLE TIMEFRAME (NOT TO EXCEED 30 DAYS FROM COUNTY'S RECEIPT OF A FULLY EXECUTED AGREEMENT), THEN THE PRIOR ORDER REMAINS IN EFFECT UNTIL TERMINATED IN ACCORDANCE THEREWITH AND THIS OFFER IS WITHDRAWN.

TERMINATION FOR CONVENIENCE. RESCUENET BILLING PRO SAAS AND HOSTED RESCUENET FIRERMS PREMIUM ARE TERMINATED BY AGREEMENT OF THE PARTIES AS OF MARCH 31, 2025CUSTOMER IS TERMINATING THIS ORDER FOR ITS CONVENIENCE EFFECTIVE AS OF DECEMBER 31, 2025 (COB), AND ZOLL ACCEPTS SUCH TERMINATION. THEREFORE, THIS ORDER WILL NOT AUTOMATICALLY RENEW AFTER ITS INITIAL TERM ENDING DECEMBER 31, 2025.

Monthly Fees Commencement Date. For the avoidance of doubt, Monthly Fees as detailed above will commence on October 1, 2024 (retroactively) pursuant to this Order (the "**Monthly Fees Commencement Date**").

The Initial Term will begin on October 1, 2024 (the "**Effective Date**") and will end the number of months indicated above following the Monthly Fees Commencement Date. Discounted Fees are rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The total Fees in this Order were calculated using the actual price, which are the true and binding totals for this Order.

Order of Precedence: In the event of any inconsistency between this Order Q-84851 and any other portion of the Agreement (defined below), the terms and conditions of this Order will control.

Additional Terms for this Order. To the extent applicable to Customer as a governmental entity for the State of Florida and required by such state's applicable laws ("**State Law**"), the following terms and conditions apply and, in the event of a conflict with any terms or conditions of the Agreement, the following terms and conditions will govern and control to the extent of the conflict:

- **Governing Law**. The Agreement will be governed by and interpreted in accordance with the laws of the United States of American and State Law without reference to choice of law principles. Any action between the parties arising from or relating to the Agreement will be brought in a court located in the State with jurisdiction over Customer. Each party consents to the exclusive venue and personal jurisdiction of the following state and federal courts located in the State: Sixteenth Judicial Circuit in and for Monroe County, Florida, and United States District Court in and for the Southern District of Florida, or United States Bankruptcy Court for the Southern District of Florida, whenever applicable.

- **Non-Appropriations**. If Customer's payments are based upon the availability of public funding under its authority and, after making due efforts, if Customer fails to appropriate funds or make monies available for the subsequent fiscal year covered by the term of the Agreement, then Customer shall notify ZOLL prior to the start of such fiscal year and this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without Customer's further liability for subsequent fiscal year payment. If Customer fails to so notify ZOLL prior to the start of such fiscal year, then this Agreement shall be terminated on the date Customer provides such notice to ZOLL unless applicable law expressly requires an earlier date.

- **Indemnity and Defense**. Customer's indemnification and defense obligations do not apply to the extent expressly prohibited by State Law. ZOLL further acknowledges the limitations provided below in the paragraph entitled "**Customer's Liability and Sovereign Immunity**."

- **Additional Indemnification.** In addition to ZOLL's indemnification obligations set forth in the Agreement, ZOLL will defend any action against Customer Parties (as defined in the Agreement) brought by a third party that is caused by ZOLL's material breach of the Business Associate Agreement and will indemnify and hold the Customer Parties harmless from those costs and damages finally awarded against the Customer Parties in any such action that are specifically attributable to such claim or those costs and damages agreed to by ZOLL in a monetary settlement of such action. The foregoing obligations are conditioned on Customer: (I) promptly notifying ZOLL in writing of such claim or action; (II) giving ZOLL sole control of the defense thereof and any related settlement negotiations); and (III) cooperating with ZOLL and, at ZOLL's request and expense, assisting in such defense. ZOLL will not enter into any settlement that imposes any legal liability or financial obligation on Customer without Customer's prior written consent. Customer will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense. The parties acknowledges that the Agreement includes Subsection a (ZOLL to Section 8 (Indemnification), which states in part, "ZOLL will defend any action against Customer or its agents, officers, directors, or employees (the "**Customer Parties**") brought by a third party alleging that Software, SaaS or Services

infringe any U.S. patents or copyrights or misappropriate any trade secrets of a third party and will indemnify and hold the Customer Parties harmless from those costs and damages finally awarded against the Customer Parties in any such action that are specifically attributable to such claim or those costs and damages agreed to by ZOLL in a monetary settlement of such action. ..."

- **Customer's Liability and Sovereign Immunity**. Customer's liability is subject to any monetary limitations and defenses imposed by State Law. Nothing herein serves as a waiver of a party's sovereign immunity. ZOLL ACKNOWLEDGES THAT SIGNING THIS ORDER IS NOT A WAIVER OF CUSTOMER'S SOVEREIGN IMMUNITY AND THAT CUSTOMER'S LIABILITY IS SUBJECT TO THE MONETARY LIMITATIONS AND DEFENSES IMPOSED BY SECTION 768.28, FLORIDA STATUTES.

- **Exclusions**. To ZOLL's knowledge, ZOLL and its officers, directors, and employees assigned to Customer's account are not excluded or debarred from participation in any federal health care programs as defined in 42 USC § 1320a-7b(f) (the "**Federal Healthcare Programs**"). Listing on the Office of Inspector General's exclusion list (OIG website), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs (GSA website) for excluded individuals or entities, any state Medicaid exclusion list, or the Office of Foreign Assets Control's (OFAC's) blocked list will constitute "exclusion" for purposes of this paragraph. Any breach of this section will give Customer the right to terminate this Agreement without early termination fees or penalty.

- **Verification of Employment Eligibility.** ZOLL and each applicable subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. The rights and remedies provided by Section 448.095, Florida Statutes will apply to ZOLL's violation thereof.

- **Public Entity Crimes Act.** ZOLL represents that it is familiar with the requirements and prohibitions under Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. ZOLL further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether ZOLL has been placed on the convicted vendor list.

- **Discriminatory Vendor and Scrutinized Companies Lists; Foreign Countries of Concern.** ZOLL represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. ZOLL represents and certifies that it is not, and for the duration of the term will not be, ineligible to contract with Customer on any of the grounds stated in Section 287.135, Florida Statutes. ZOLL represents that it is, and for the duration of the term will remain, in compliance with Section 286.101, Florida Statutes. Pursuant to Section 287.134(2)(a), Florida Statutes: "*An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.*"

- **Insurance**: ZOLL shall obtain and maintain throughout the term of this Agreement, at its own expense, cyber liability insurance with a minimum limit of liability of not less than one million dollars ($1,000,000). ZOLL will provide a certificate of insurance evidencing such coverage upon Customer's request.

- **Public Records.** Customer is a public agency subject to Chapter 119, Florida Statutes. To the extent ZOLL is acting on behalf of Customer pursuant to Section 119.0701, Florida Statutes, ZOLL shall comply with all applicable public records laws as "contractor," specifically to:
  - Keep and maintain public records required by the public agency to perform the service.
  - Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
  - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
  - Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS at (305) 292-3470, publicrecords@monroecounty-fl.gov, c/o Monroe County Attorney's Office, 1111 12th St., Suite 408, Key West FL 33040.

- **Limitation of Liability**. NEITHER ZOLL, NOR ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS OR LICENSORS, WILL BE LIABLE FOR LOSS OF PROFIT, DATA, BUSINESS OR GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING OR ALLEGED. ZOLL'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH ITS

MATERIAL BREACH OF THE BUSINESS ASSOCIATE AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED $1,000,000.00 USD, AND ZOLL'S TOTAL CUMULATIVE LIABILITY FOR ALL OTHER CLAIMS, DAMAGES OR LIABILITIES IN CONNECTION WITH THIS AGREEMENT OR AN ORDER, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID TO ZOLL BY CUSTOMER FOR SOFTWARE, SAAS AND SERVICES PROVIDED UNDER THE APPLICABLE ORDER DURING THE TWELVE (12)-MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. CUSTOMER ACKNOWLEDGES THAT THESE LIMITATIONS REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT ZOLL WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. CUSTOMER AGREES THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES WERE FORESEEABLE.

- **Independent Contractor.** For avoidance of doubt, the Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the County's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law.

- **Payments and False Claims Ordinance.** Contractor acknowledges that invoices will be paid in accordance with Section 218.70 et. seq., Fla. Stat. ("Local Government Prompt Payment Act"). With respect to false claims, Contractor acknowledges the rights and remedies available to the County pursuant to Section 2-721 et al. of the Monroe County Code.

- **Conflicts of Interest**. To each party's knowledge, there is no conflict of interest between the County and Contractor.

- **Gratuities.** Contractor hereby certifies that it has not offered, given, or agreed to give any County employee a gratuity, favor, or anything of monetary value in connection with any decision, approval, disapproval, recommendation, preparation of any part of the Agreement.

- **Kickbacks.** Contractor certifies that it has not given payment, gratuity, or offer of employment to be made by or on behalf of a sub-contractor under a contract to Contractor or higher tier sub-contractor or any person associated therewith, as an inducement of the award of a subcontract or order.

- **Non-Collusion Statement.** Contractor certifies that the price proposed by Contractor was arrived at independently without collusion, consultation, or communication for the purpose of restricting competition; and no attempt has been made to induce another person or entity to submit a proposal, or not submit, for the purpose of restricting competition in the award of this Agreement.

- **Ethics Clause pursuant to Monroe County Ordinance No. 010-1990.** Contractor warrants that it has not employed, retained or otherwise had act on his/its behalf any former county officer or employee subject to the prohibition of section 2-149, Monroe County Code of Ordinances, or any county officer or employee in violation of section 2-150, Monroe County Code of Ordinances. For breach or violation of this provision the county may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former county officer or employee or county officer or employee.

- **Foreign Gifts and Contracts.** Contractor acknowledges that it must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 286.101(7)(b), Florida Statutes: "*In addition to any fine assessed under [§ 286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission [Governor and Cabinet per §14.202, Florida Statutes] for good cause.*"

- **Scrutinized Companies and Countries of Concern per Sections 287.135 and 215.473, and Section 287.138, Florida Statutes.** If this Agreement is for goods or services of $1 million or more, then Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (formerly the Iran Petroleum Energy Sector List); and c) has not been engaged in business operations in Cuba or Syria. If County determines that Contractor has falsely certified facts under this paragraph, or if Contractor is found to have been placed on a list created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in a boycott of Israel after the execution of this Agreement, County will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The County reserves all rights to waive certain requirements of this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended.

  Beginning January 1, 2024, the County must not enter into a contract that grants access to an individual's personal identifying information to any Foreign Country of Concern such as: People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, unless the Contractor provides the County with an affidavit signed by an authorized representative of the Contractor, under penalty of perjury, attesting that the Contractor does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. Beginning January 1, 2025, the County must not extend or renew any contract that grants access to an individual's personal identifying information unless the Contractor provides the County with an affidavit signed by an authorized representative of the Contractor, under penalty of perjury, attesting that the Contractor does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

- **Noncoercive Conduct for Labor or Services.** As a nongovernmental entity submitting a proposal, executing, renewing, or extending a contract with a government entity, Contractor is required to provide an affidavit under penalty of perjury attesting that Contractor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

- **Nondiscrimination.** As applicable to its provision of services to the County, Contractor agrees to comply with all applicable Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination.

- **Prohibited Telecommunications Equipment.** Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. By executing this

Agreement, Contractor represents and certifies that Contractor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the County for the entire duration of this Agreement. If Contractor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Contractor must promptly report the information in 40 CFR § 52.204-25(d)(2) to County.

- **Antitrust Violations under Section 287.137, Florida Statutes.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

- **Foreign Country of Concern Attestation (PUR 1355).** In accordance with section 287.138, Florida Statutes, Contractor will provide the attestation required by Form PUR 1355. a contract between a Governmental Entity and an entity which would give access to an individual's Personal Identifying Information which is executed, extended, or renewed on or after the dates provided in section 287.138(4), F.S., must include an attestation by the entity on Form PUR 1355.

- **Audits.** ZOLL shall maintain adequate records to justify all charges, expenses, and costs paid by County under this Agreement for at least three (3) years after completion of services. The County shall have access (which may be provided by electronic means, in ZOLL's discretion, unless prohibited by the auditor) to such ZOLL books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon ten (10) days written notice.

This Order is governed by and subject to the attached Master Software, SaaS and Services Agreement, including applicable addenda, incorporated herein by reference(the "**Agreement**"). By signing below, (1) Customer represents and warrants it has read this Order and the applicable Agreement and agrees to such terms and conditions and (2) each person below represents and warrants that she or he has the authority to bind the party for which she or he is signing.

Standard 1355 PUR Form – Rule 60A-1.020, F.A.C., "Attestation Forms."

ZOLL Data Systems, Inc. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

CONTRACTOR: ZOLL Data Systems, Inc.

By: Sandy King 3/31/25
Signature Date

Sandy King - Director of Operational Accounting
Print Name & Title

STATE OF ~~FLORIDA~~ Colorado
COUNTY OF Broomfield

The foregoing instrument was sworn to/affirmed and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 31st day of March, 2025, by Sandy King, Director of Operational Accounting, President [or Authority Title] of ZOLL Data Systems, Inc., a Delaware Corporation. He/She is personally known to me ~~or has produced~~ personally (type of identification) as identification.

Signature of Notary Public

Jillian DeBell
(Print & Stamp Commissioned Name of Notary Public)

JILLIAN DEBELL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224015051
MY COMMISSION EXPIRES APRIL 14, 2026

CUSTOMER: **BOARD OF COUNTY COMMISSIONERS, MONROE COUNTY, FLORIDA & BOARD OF GOVERNORS, FIRE AND AMBULANCE DISTRICT 1, MONROE COUNTY, FLORIDA:**

Christine Hurley Digitally signed by Christine Hurley Date: 2025.03.31 12:30:40 -04'00'
By:
Christine Hurley, AICP
Monroe County Administrator

Approved as to legal form & sufficiency:

Eve M. Lewis Digitally signed by Eve M. Lewis Date: 2025.03.27 13:59:16 -04'00'
Eve M. Lewis, Assistant County Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA, LLC.
1166 Avenue of the Americas
New York, NY 10036

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

CN101609659-PROUM-24-25

INSURED
ZOLL DATA SYSTEMS INC.
11802 RIDGE PARKWAY, #400
BROOMFIELD, CO 80021

CERTIFICATE NUMBER: NYC-011578098-02 REVISION NUMBER: 1

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Products Liability			36066155	07/15/2024	07/15/2025	Prod/Comp Ops/Occ	10,000,000
	Retro Date 10/1/2004			Deductible - $200,000			Prod/Comp Ops Agg	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is r
Products Liability - Claims made coverage.

APPROVED BY RISK MANAGEMENT
BY Josian Jones
DATE 03/27/25
WAIVER N/A X YES

CERTIFICATE HOLDER

Monroe County
Board of County Commissioners
1100 Simonton Street
Key West, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Marsh USA LLC

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 283-7122 **FAX (A/C, No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Tokio Marine America Insurance Company	10945
INSURER B:	Trans Pacific Ins Co	41238
INSURER C:	Sompo America Fire & Marine Insurance Co	38997
INSURER D:	Mitsui Sumitomo Insurance USA Inc.	22551
INSURER E:		
INSURER F:		

INSURED
ZOLL Data Systems Inc.
11802 Ridge Parkway
#400
Broomfield CO 80021 USA

COVERAGES **CERTIFICATE NUMBER: 570106800816** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			CLL640976007	07/01/2024	07/01/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	Excluded
	OTHER:							
A	AUTOMOBILE LIABILITY			CA6409761-07	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / HIRED AUTOS ONLY / SCHEDULED AUTOS / NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
D	UMBRELLA LIAB X OCCUR			EXS5200217	07/01/2024	07/01/2025	EACH OCCURRENCE	$10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED RETENTION:							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			JC040122W0	07/01/2024	07/01/2025	X PER STATUTE OTH-ER	
C	ANY PROPRIETOR/ PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N / A		AOS JCR40013N0 WI	07/01/2024	07/01/2025	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GPJ 3.27.25 - Additional Insured waived by Risk per negotiated contract terms

APPROVED BY RISK MANAGEMENT
BY Jessica Jones
DATE 03.27.25
WAIVER N/A __ YES X

CERTIFICATE HOLDER

Monroe County
Board of County Commissioners
1100 Simonton Street
Key West FL 33040 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Aon Risk Services Northeast Inc.

Holder Identifier :

Certificate No : 570106800816

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/26/2024

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PRODUCER MARSH USA, LLC. 1166 Avenue of the Americas New York, NY 10036	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
CN101609659-ZOLL-CYBER-24-25	INSURER A : Allied World Assurance Co	19489
INSURED ZOLL DATA SYSTEMS INC 11802 RIDGE PARKWAY, #400 BROOMFIELD, CO 80021	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** NYC-011858857-03 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	CYBER			0313-7973	04/14/2024	04/14/2025	LIMIT	[redacted]
							SIR	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is

APPROVED BY RISK MANAGEMENT
BY Gaelan Jones
DATE 03.31.25
WAIVER N/A X YES ____

CERTIFICATE HOLDER

ZOLL Data Systems, Inc.
11802 Ridge Parkway, #400
Broomfield, CO 80021

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Marsh USA LLC

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County of Monroe
The Florida Keys

MONROE COUNTY FIRE RESCUE
7280 Overseas Hwy
Marathon, FL 33050
Phone: (305) 289-6088
Fax: (305) 289-6336

Memorandum

DATE: March 27, 2025

TO: Julie Cuneo, Assistant Purchasing Director

FROM: R.L. Colina, Fire Chief

SUBJECT: Zoll Data Systems, Inc. - Hosted RescueNet Billing Software

---

Monroe County Fire Rescue (MCFR) has negotiated an Agreement with Zoll Data Systems, Inc. for continued use of its Hosted Billing Service Plus and Hosted RescueNet Billing software. The Hosted Billing Service Plus and Hosted RescueNet Billing Software provides a sole source solution for an integrated method of downloading patient care records and information for billing purposes and ensures compliance with National and State reporting requirements. MCFR has used this legacy software since 2013 and its continued use is essential for EMS Billing and Collections.

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: O3
2023-3906

BULK ITEM: Yes

DEPARTMENT: Administration

TIME APPROXIMATE:
n/a

STAFF CONTACT: Lindsey Ballard

AGENDA ITEM WORDING: Approval of a Resolution authorizing temporary closing of the Northbound Lanes of US1 from mile marker 98.2 to mile marker 100 from 9:45 A.M. to 11:45 A.M. for the annual 4th of July Parade sponsored by the Key Largo Chamber of Commerce.

ITEM BACKGROUND:
Florida Law (F.S. 337.406(1) and F.A.C. 14-65.0035) requires that the County Commission approve requests to temporarily close U.S. 1 in the unincorporated for special events such as the 4th of July Parade in Key Largo. The Board must determine that the proposed use is a) necessary for the event; b) will not interfere with the safe and efficient movement of traffic; and c) will cause no danger to the public.

The parade has been held for years. It traditionally draws between 65-70 floats, bands, etc. and attracts thousands of residents and visitors.

PREVIOUS RELEVANT BOCC ACTION:
Previous approvals as requested by the Florida Department of Transportation.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
n/a

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

4th of July Parade Resolution 04.01.2025.pdf
2025 July 4 Parade Package for BOCC Approval.pdf

FINANCIAL IMPACT:
n/a

RESOLUTION NO. _____ - 2025

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA AUTHORIZING THE TEMPORARY CLOSING OF THE NORTHBOUND LANES OF US 1 FROM MM 98.2 TO MM 100 FROM 9:45 A.M. TO 11:45 A.M. ON THE 4TH OF JULY 2025.

WHEREAS, The FL Keys News and Key Largo Chamber of Commerce annually sponsors the 4th of July parade in Key Largo; and

WHEREAS, it is necessary to temporarily close the Northbound Lanes of US 1 from MM 98.2 at Anthony's Clothing Store to MM 100 at the Holiday Inn from 9:45 AM to 11:45 AM for the Parade; and

WHEREAS, the 4th of July Parade usually has between 65 to 70 floats, groups, bands, etc.; and

WHEREAS, The Florida Department of Transportation has requested Monroe County also authorize the closure as stated herein; now, therefore

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, hereby authorizes the closing of the Northbound Lanes of US 1 from MM 98.2 at Anthony's Clothing Store to MM 100 at the Holiday Inn from 9:45 AM to 11:45 AM for the Annual 4th of July Parade sponsored by The FL Keys News and Key Largo Chamber.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on April 16, 2025.

Mayor James K. Scholl	_____
Mayor *Pro Tem* Michelle Lincoln	_____
Commissioner Craig Cates	_____
Commissioner David Rice	_____
Commissioner Holly Merrill Raschein	_____

(SEAL)
Attest: Kevin Madok, Clerk

By_____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By_____
Mayor James K. Scholl

Legendary
KEY LARGO
Chamber of Commerce

106000 Overseas Highway • Key Largo • FL • 33037• 305/451-1414 • Fax: 305/451-4726 • keylargochamber.org

February 14, 2025

Christine Hurley
County Administrator
1100 Simonton Street
Key West, FL 33040

Dear Ms. Hurley,

The Key Largo Chamber is applying for the FDOT application for a temporary road closure/traffic rerouting for Overseas HWY (SR5) on July 4, 2025. The planned road closure is for the 48th Annual Key Largo 4th of July Parade.

The Parade will begin at 10:00 AM, and we are asking for permits from 9:45 to 11:45 AM. The Parade should last approximately one and one–half hours. The event route is US1, Northbound lanes from MM 98.2, Anthony's Clothing Store, to MM 100 at the Holiday Inn. The detour will utilize southbound lanes.

Monroe County Sheriff's Dept. units and officers throughout the Parade route will help regulate traffic flow.

Due to FDOT's extended permit processing time, we request that this package be presented to the Board of County Commission meeting on April 16, 2024. The Florida Department of Transportation will need a copy of the minutes showing the approval of the event, along with an approval letter from your office.

I have attached the approval letters from the Monroe County Sheriff's Department and the Key Largo Fire Department, which will also be included in the permit application, along with our liability insurance certificates and the parade route.

Thank you in advance for your assistance with this matter. If you have any questions, please do not hesitate to call me at (305) 451-1414.

Respectfully,

Suzi Youngberg

Suzi Youngberg
Key Largo Chamber of Commerce
President

Mission statement

Creating a vibrant business and community environment

Key Largo Fire Department

1 East Drive
Key Largo, Florida 33037
Tel: 305-451-2700
dgarrido@keylargofire.com

Date: February 14, 2025
Event: July 4th Parade
Date of event: July 4, 2025
Sponsor: Key Largo Chamber of Commerce
Location: Key Largo, Florida

Dear Mrs. Youngberg,

Thank you for contacting me and informing the Key Largo Fire Department of your upcoming event.

We understand this event is scheduled to be held on July 4th. The parade is from 09:45 A.M – 11:45 A.M. and the firework show commences at 09:15 PM.

The Key Largo Fire Department is aware and will respond to all emergencies via the 911 system.

If you have any questions, please, don't hesitate to contact me.

Sincerely,



Captain David Garrido

MONROE COUNTY SHERIFF'S OFFICE
RICHARD A. RAMSAY, SHERIFF

February 14, 2025

Suzi Youngberg
Key Largo Chamber of Commerce
Key Largo, FL 33037

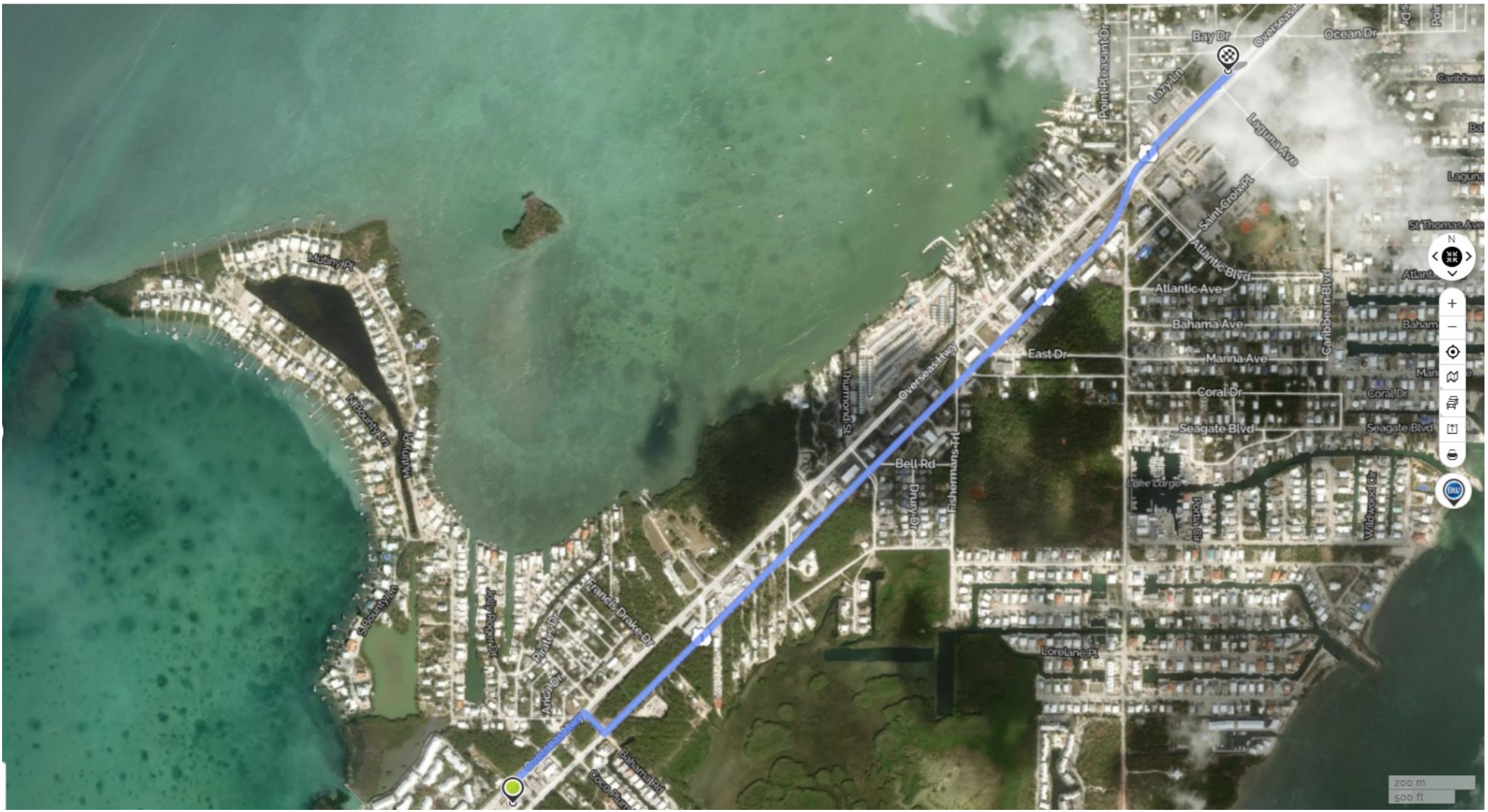
President Youngberg:

This letter is written as part of the application process for permitting of the annual Key Largo Chamber of Commerce 4th of July Parade and the temporary closing of State Road 5 (US-1). The date of this year's event is July 4th, 2025 from 9:45 AM to 11:45 AM. The northbound roadway will be closed to vehicular traffic from the 98.2 Mile Marker to the 100 Mile Marker. Northbound traffic will be diverted to a contra flow in the southbound lane. Additionally there will be off duty Deputies assigned along the parade route to direct traffic and ensure a safe parade route. Deputies will also be present to address any safety issues or concerns.

Please feel free to contact me with any questions or concerns you may have.

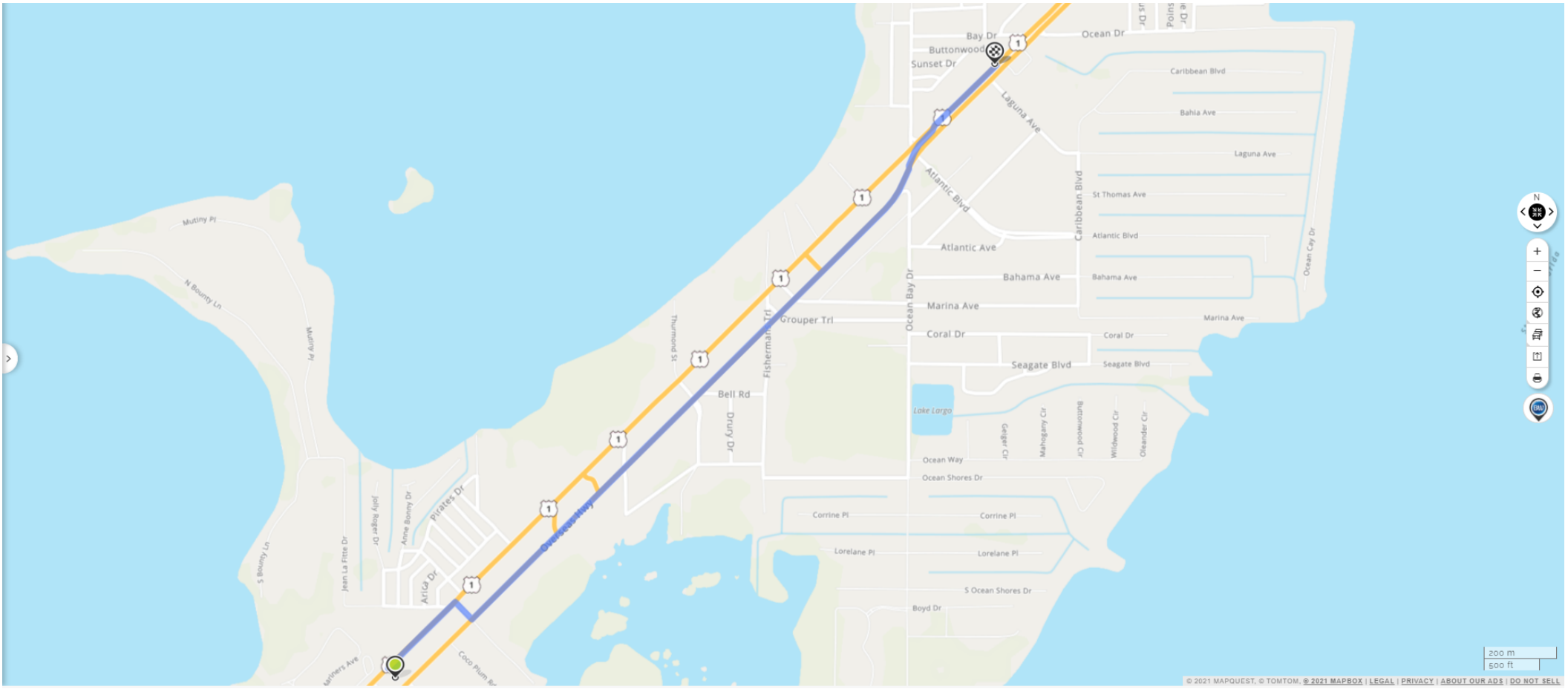
Sincerely,

Captain Spenser Bryan
Monroe County Sheriff's Office
50 Highpoint Rd.
Suite 100
Tavernier, FL. 33070
Office (305)853-3211
Cell (305)340-7706
sbryan@keysso.net



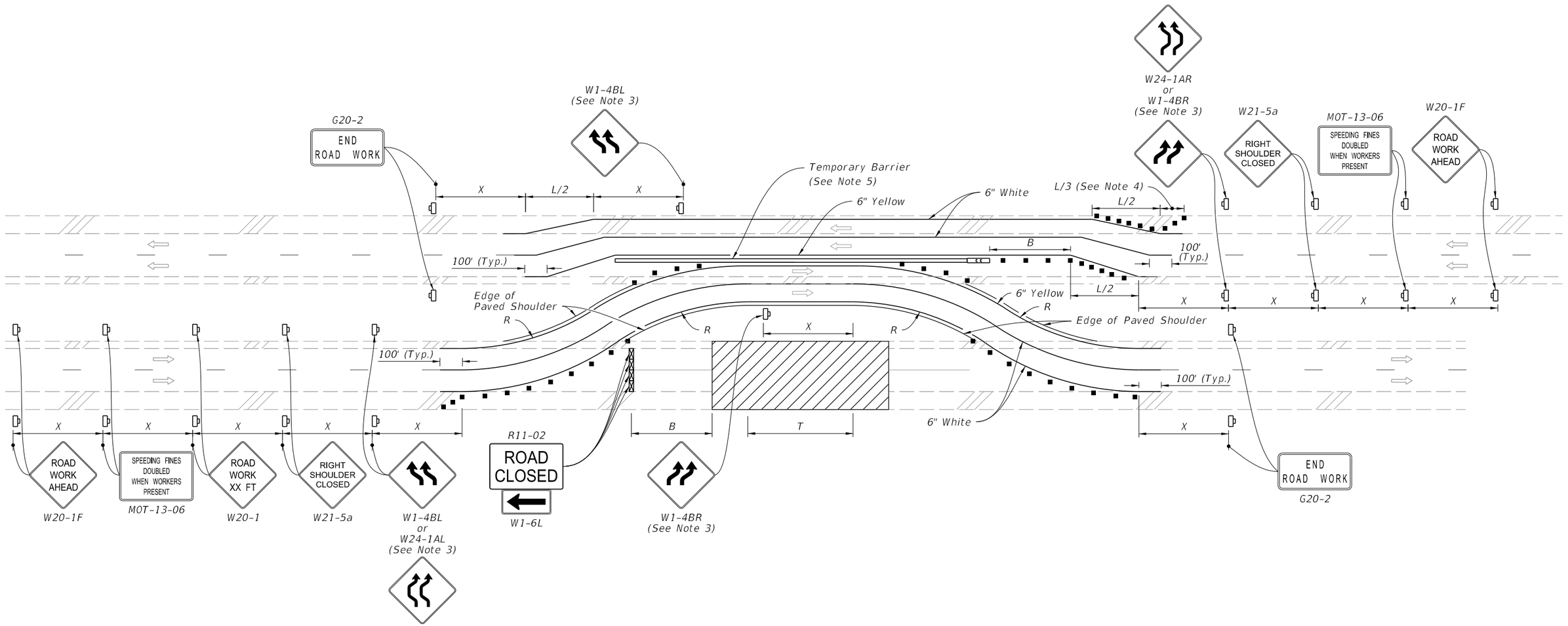
Starting at Anthony's Clothing Store (98200 Overseas Highway, Key Largo) heading northbound SR5. Ending at the Holiday Inn (99701 Overseas Highway, Key Largo) . Parade participants can turn right onto Laguna Ave to proceed back to southbound SR5. '

Approved
2024-F-692-00005
Elizabeth Jett
5/24/2024



Starting at Anthony's Clothing Store (98200 Overseas Highway, Key Largo) heading northbound SR5. Ending at the Holiday Inn (99701 Overseas Highway, Key Largo) . Parade participants can turn right onto Laguna Ave to proceed back to southbound SR5. '

Approved
2024-F-692-00005
Elizabeth Jett
5/24/2024



TEMPORARY DIVERSION FOR DIVIDED ROADWAYS

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Type III Barricade
- Crash Cushion
- Lane Identification and Direction of Traffic

NOTES:

1. This Index applies to multilane roadways, except with undivided roadways with 6 or more lanes, where the work requires the closure of the lanes in one direction and diversion is provided to convert the opposing traffic lanes to temporary two-way travel.

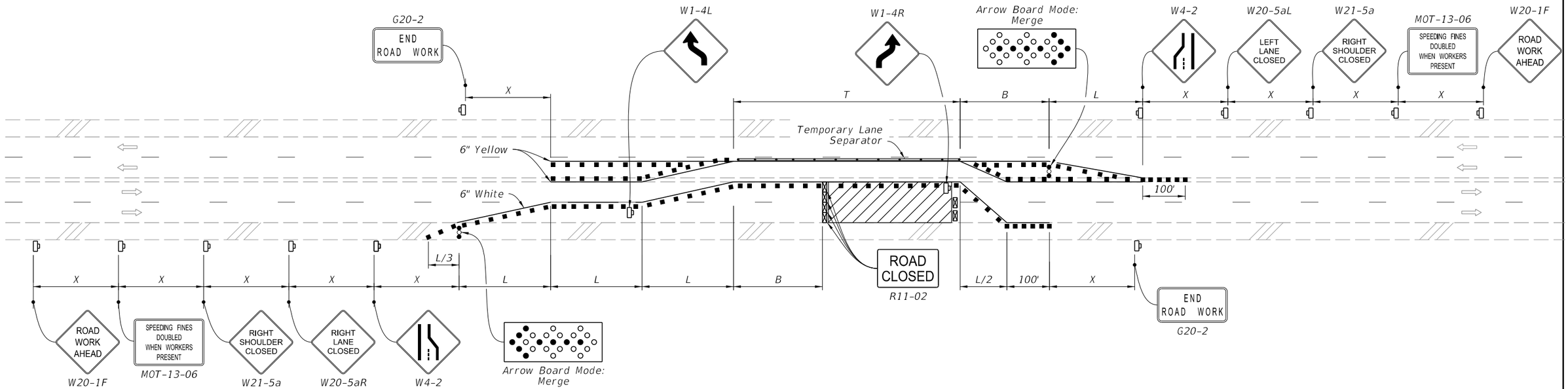
2. L = Taper Length
   B = Buffer Length
   X = Work Zone Sign Distance
   R = Radius of Curve
   See Index 102-600 for "L", "B", "X", channelizing device spacing values. See Plans for "R" values.

3. For undivided roadways with a tangent distance "T" less than 600', use "Double Reverse Curve" signs (W24-1A) instead of the first pair of "Reverse Curve" signs (W1-4B) and omit the second pair of "Reverse Curve" signs.

4. If the paved shoulder is less than 4' in width, omit the taper and channelizing devices shown on the paved shoulder.

5. Temporary Lane Separator may be used in lieu of Temporary Barrier for speed limits of 45 mph or less.

Approved
2024-F-692-00005
Elizabeth Jett
5/24/2024



TEMPORARY DIVERSION FOR UNDIVIDED ROADWAYS

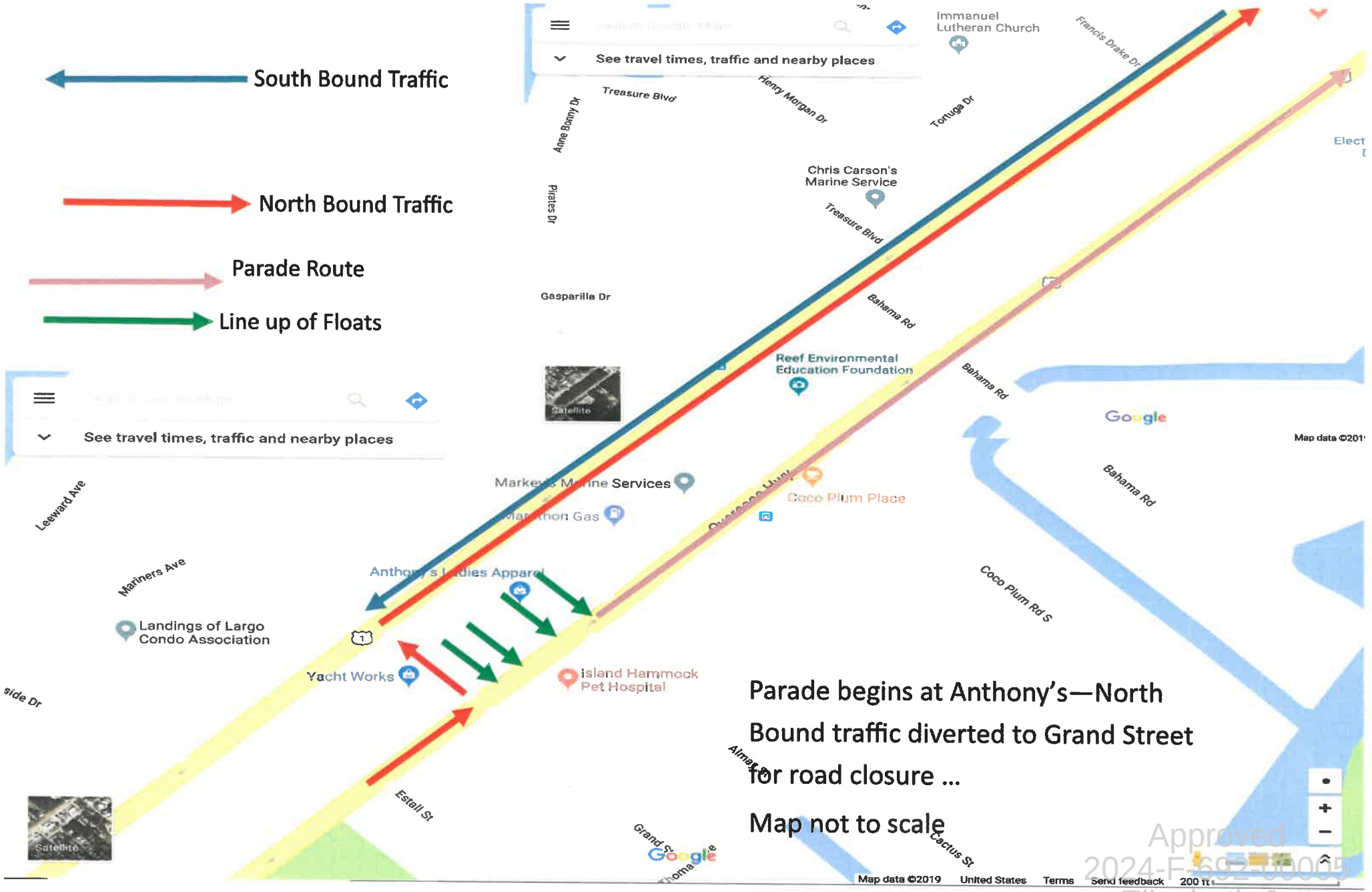
NOTE:

Temporary pavement markings may be omitted when the work operation is in place for 3 days or less.

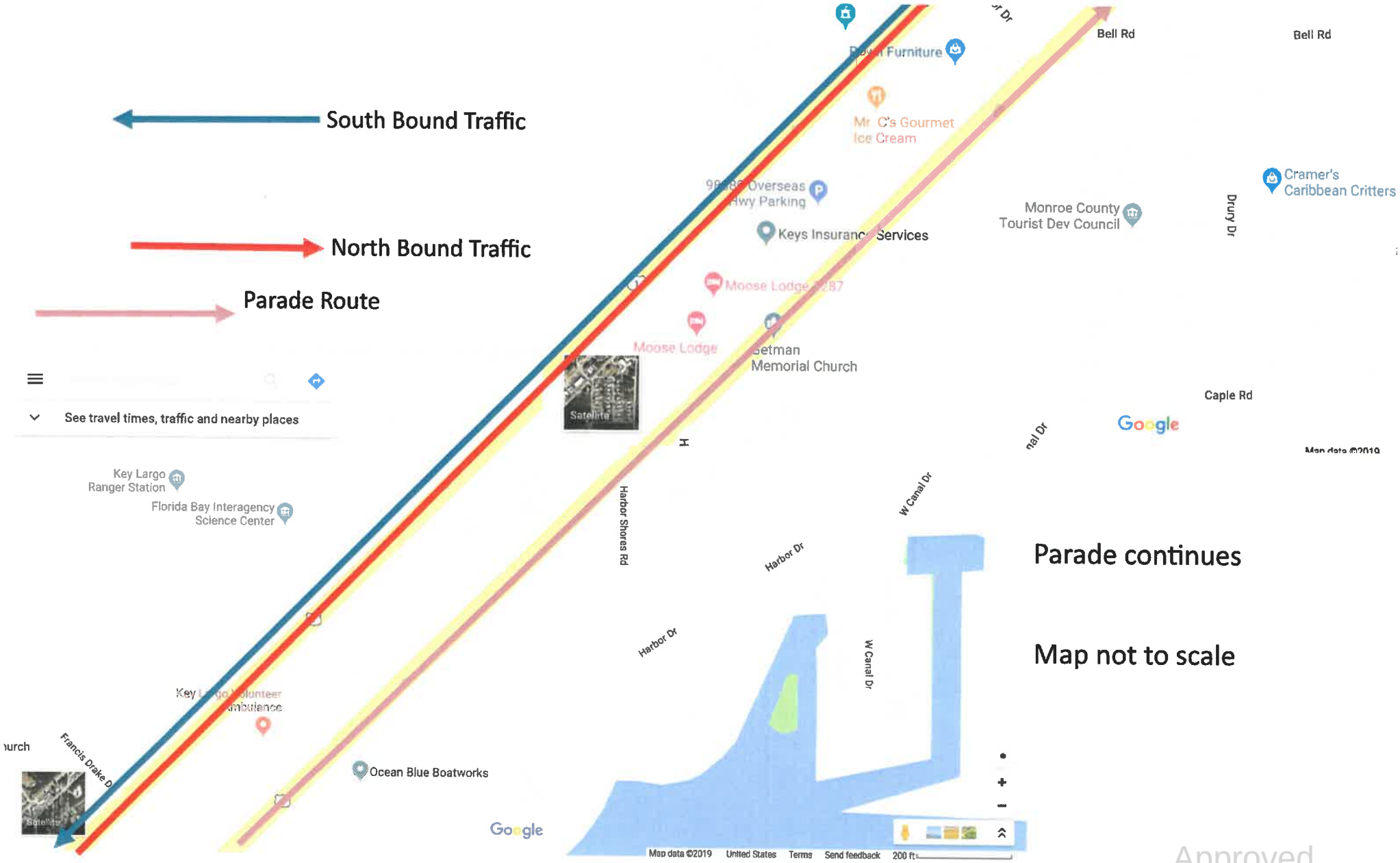
SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Type III Barricade
- Crash Cushion
- Lane Identification and Direction of Traffic

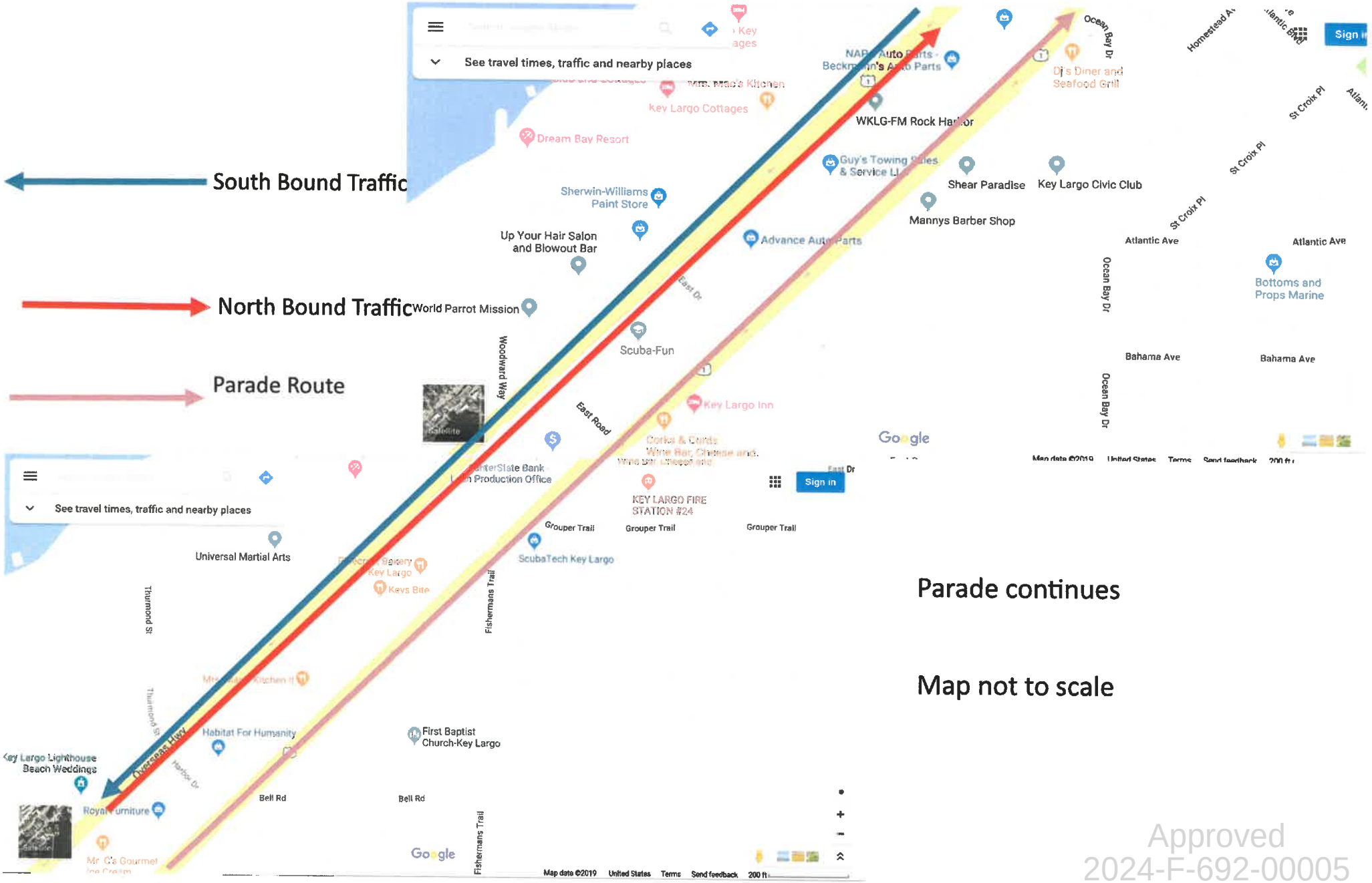
Approved
2024-F-692-00005
Elizabeth Jett
5/24/2024



Approved
2024-F-692-00005
Elizabeth Jett
5/24/2024



Approved
2024-F-692-00005
Elizabeth Jett
5/24/2024



Parade continues

Map not to scale

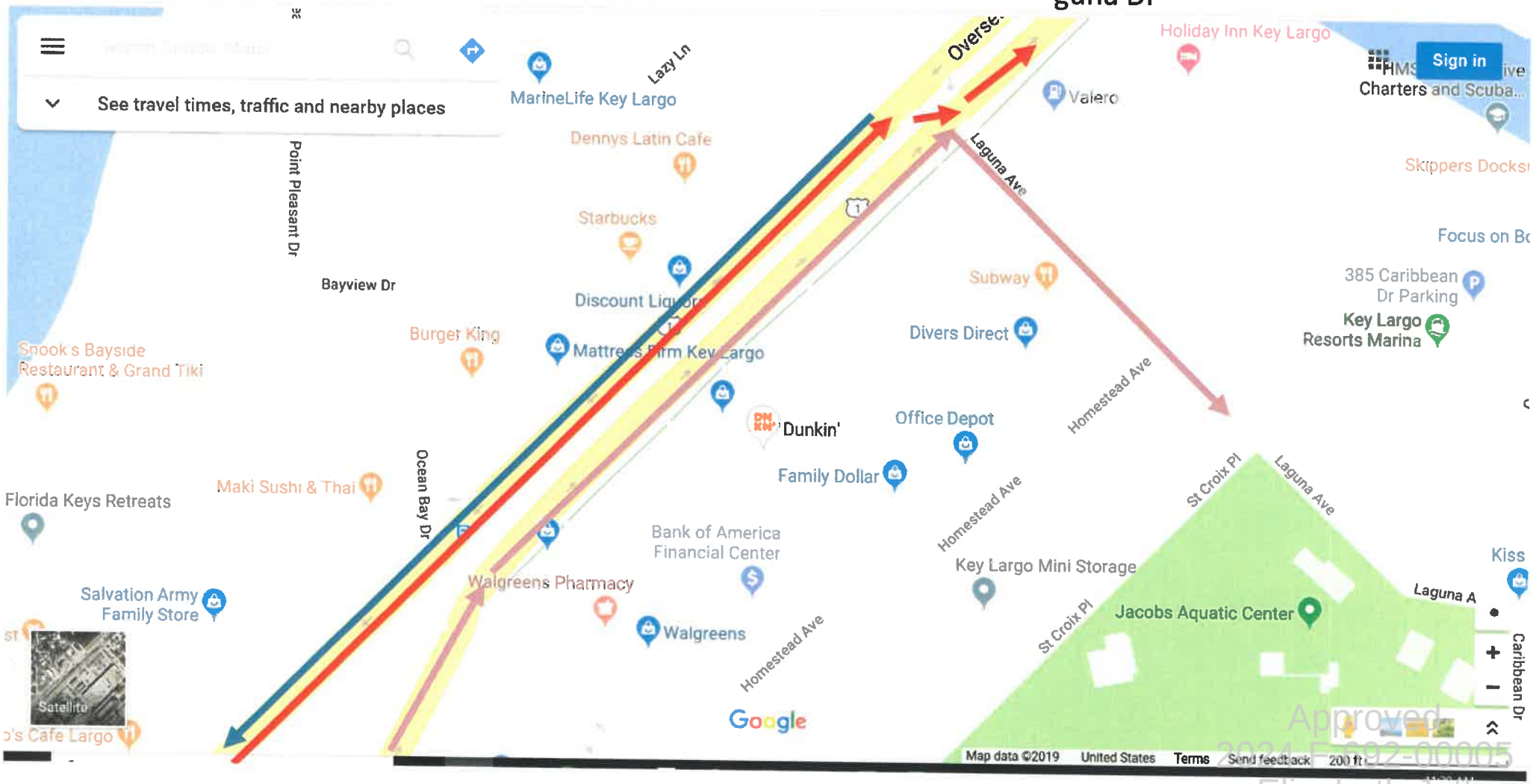
Approved
2024-F-692-00005
Elizabeth Jett
5/24/2024

South Bound Traffic

Parade Route

North Bound Traffic

North bound traffic diverted back to normal traffic pattern... Parade ends at La-guna Dr



Approved
2024-F-002-00005
Elizabeth Jett
5/24/2024

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
AP INTEGO INSURANCE GROUP LLC 76250846 375 WOODCLIFF DRIVE STE 103 FAIRPORT NY 14450	PHONE (A/C, No, Ext): (888) 289-2939	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Twin City Fire Insurance Company	29459
INSURED	INSURER B :	
KEY LARGO CHAMBER OF COMMERCE 106000 OVERSEAS HWY KEY LARGO FL 33037-3116	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	
	DED / RETENTION $							
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y/N**	N/ A		76 WEG AE7MGG	01/01/2025	01/01/2026	E.L. EACH ACCIDENT	$100,000
	(Mandatory in NH)						E.L. DISEASE -EA EMPLOYEE	$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES **(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Those usual to the Insured's Operations. Certificate Holder is an Additional Insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
1100 SIMONTON ST
KEY WEST FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/03/2024

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	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Twin City Fire Insurance Company	29459
INSURED	INSURER B :	
KEY LARGO CHAMBER OF COMMERCE 106000 OVERSEAS HWY KEY LARGO FL 33037-3116	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR						EACH OCCURRENCE	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:						GENERAL AGGREGATE	
							PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB **EXCESS LIAB** OCCUR / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/ A		76 WEG AE7MGG	01/01/2025	01/01/2026	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$100,000
							E.L. DISEASE -EA EMPLOYEE	$100,000
							E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES **(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Those usual to the Insured's Operations. RE: Parcel 5651. FM 2502681 and 4TH of July Parade. Certificate Holder is an Additional Insured per the Business Liability Coverage Form SS0008 attached to this policy. Notice of cancellation will be provided at least thirty (30) days in advance of the cancellation effective date in accordance with Form SS1224 attached to the policy.

CERTIFICATE HOLDER

Florida Department of Transportation
(FDOT)
1000 NW 111TH AVE RM 6105-B
MIAMI FL 33172-5800

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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CERTIFICATE OF LIABILITY INSURANCE

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	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Twin City Fire Insurance Company	29459
INSURED	INSURER B :	
KEY LARGO CHAMBER OF COMMERCE 106000 OVERSEAS HWY KEY LARGO FL 33037-3116	INSURER C :	
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	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / **EXCESS LIAB** — OCCUR / CLAIMS-MADE						EACH OCCURRENCE	
							AGGREGATE	
	DED / RETENTION $							
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below — **Y/N**	N/ A		76 WEG AE7MGG	01/01/2025	01/01/2026	E.L. EACH ACCIDENT	$100,000
							E.L. DISEASE -EA EMPLOYEE	$100,000
							E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES **(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Those usual to the Insured's Operations. RE: FM 2502681 SR #5 Parcel 537.

CERTIFICATE HOLDER

Florida Department of Transportation
Right of Way Administration
1000 NW 111TH AVE
MIAMI FL 33172-5800

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: O4
2023-3912

BULK ITEM: Yes

DEPARTMENT: Administration

TIME APPROXIMATE:
n/a

STAFF CONTACT: Lindsey Ballard

AGENDA ITEM WORDING: Approval of a Resolution approving the revised table of organization which reorganizes Departments and Offices and confirming the appointments of Rhonda Haag as Department Head of Resiliency, formally known as Sustainability and Lisa Tennyson as Department Head of Legislative Affairs.

ITEM BACKGROUND:
F.S. 125.74(1)(j) vests the County Administrator the power to organize the work of County Departments, subject to the administrative code by the Administrator and adopted by the Board and to routinely review the departments, administration and operation of the County and make recommendations regarding reorganization to the Board. The statute requires that the Board approve the organizational table.

PREVIOUS RELEVANT BOCC ACTION:
n/a

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
n/a

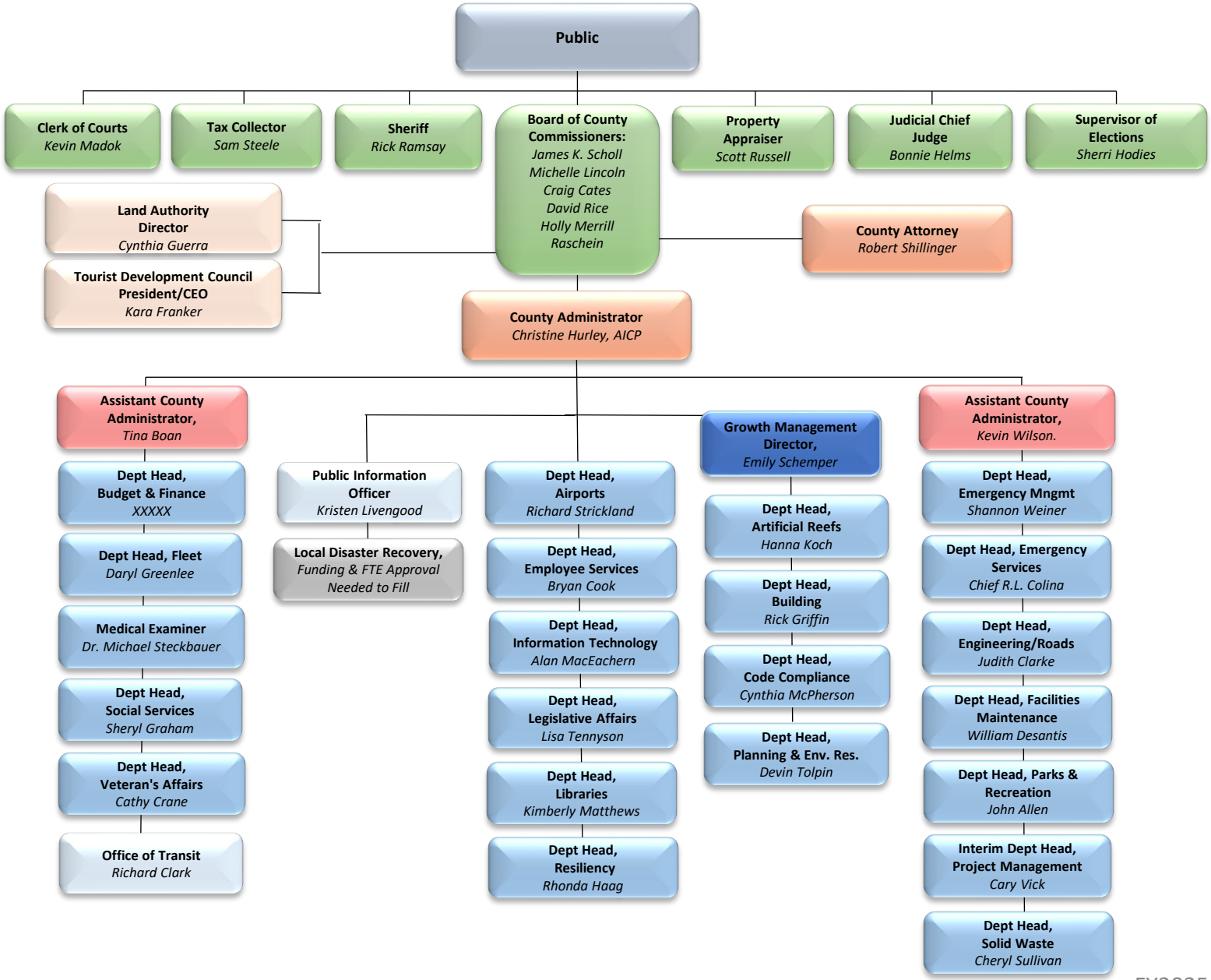
STAFF RECOMMENDATION: Approval

DOCUMENTATION:

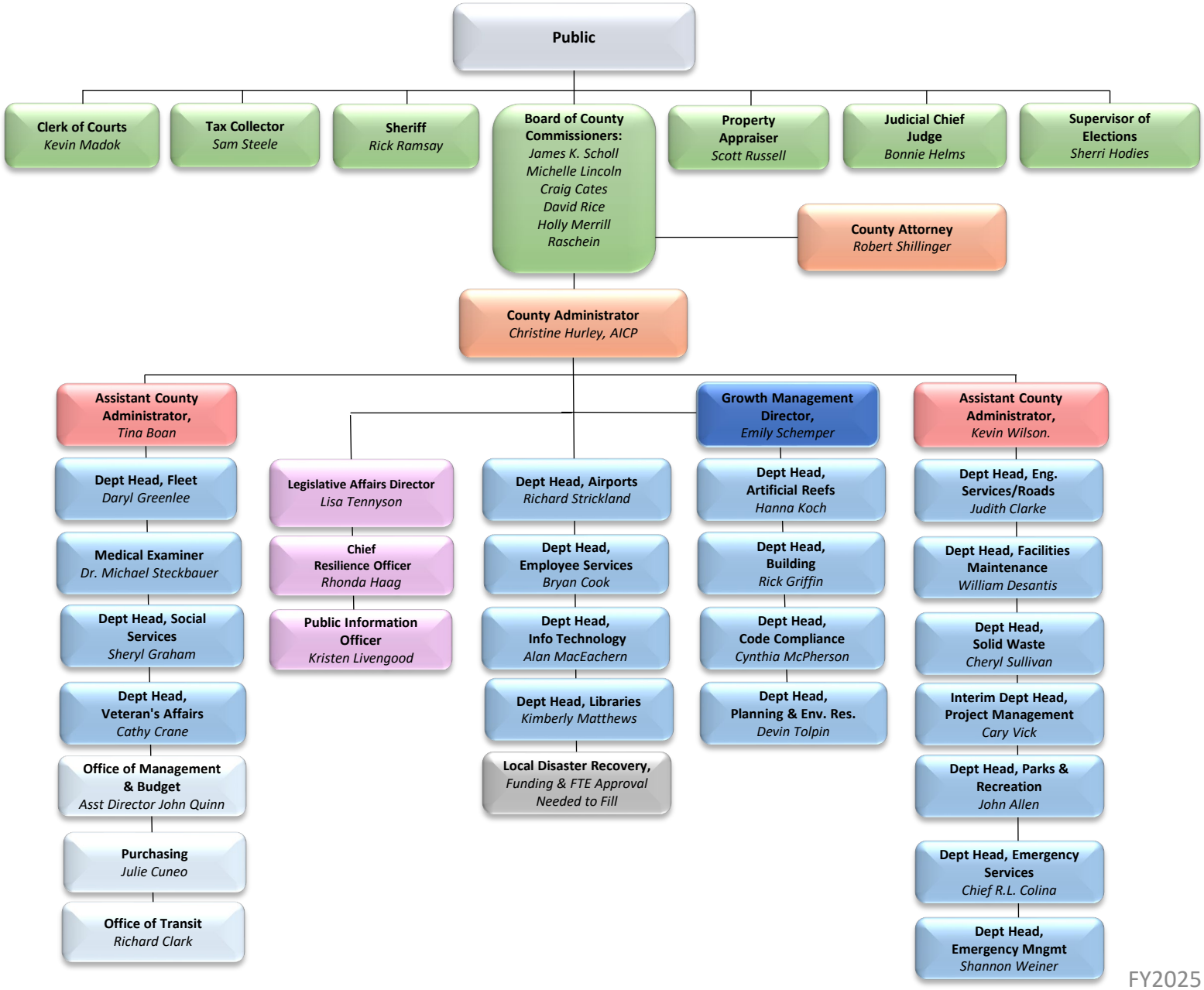
Exhibit A
2025_Organizational_Chart_Resolution_04-17-25.docx

FINANCIAL IMPACT:
n/a

Monroe County Organizational Chart



Monroe County Organizational Chart



FY2025

RESOLUTION NO. - 2025

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA APPROVING THE REVISED TABLE OF ORGANIZATION ATTACHED HERETO AS *"EXHIBIT A"* WHICH RENAMES THE DEPARTMENT OF SUSTAINABIITY AS DEPARTMENT OF RESILIENCY AND CONFIRMS RHONDA HAAG AS DEPARTMENT HEAD OF RESILIENCY AND CONFIRMS LISA TENNYSON AS DEPARTMENT HEAD OF LEGISLATIVE AFFAIRS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Sec. 125.74(1)(j), Florida Statutes vests the County Administrator with the power and duty to organize the work of the County departments, subject to an administrative code developed by the Administrator and adopted by the Board, and to review the departments, offices, administration, and operation of the County and make recommendations pertaining to thereto for reorganization by the Board; and

WHEREAS, Section 2-58 of the Monroe County Code adopts and incorporates the County Administration Law into the County Code; and

WHEREAS, in April, 2025, the Board of County Commissioners confirmed a 2nd Assistant County Administrator; and

WHEREAS, the County Administrator proposes a reorganization, assigning various Departments and Offices to be managed by the County Administrator or Assistant County Administrators; and

WHEREAS, the Board confirms the Administrators recommendation to make Rhonda Haag and Lisa Tennyson department heads of Resiliency and Legislative Affairs, respectively

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

SECTION 1. Recitals. Each "WHEREAS" clause set forth above is incorporated herein as a finding of fact by the Board.

SECTION 2. Monroe County Board of County Commissioners Action. The Monroe County Commissioners accepts the recommendation of the County Administrator regarding the re-organization of County Departments and offices, including confirmation of Rhonda Haag as Department Head of Resilience and Lisa Tennyson as Department Head of Legislative Affairs and hereby adopts the Table of Organization as revised which is attached hereto and incorporated by reference herein as "*Exhibit A*".

SECTION 3. Effective Date. This Resolution shall become effective upon adoption and shall continue to be in full force and effect until modified or rescinded by subsequent resolution of this Board.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on April 16, 2025.

Mayor James K. Scholl	_____
Mayor Pro Tem Michelle Lincoln	_____
Commissioner Craig Cates	_____
Commissioner Holly Merrill Raschein	_____
Commissioner David Rice	_____

(SEAL)
Attest: Kevin Madok, Clerk

By_____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By_____
Mayor James K. Scholl

Exhibit A

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: O5
2023-3914

BULK ITEM: No **DEPARTMENT:** Fire Rescue

TIME APPROXIMATE: **STAFF CONTACT:** R. L. Colina

AGENDA ITEM WORDING: Presentation and Discussion of Fire Boat Operations.

ITEM BACKGROUND:
Discussion of potential implementation of a Marine Division with Monroe County Fire Rescue.

PREVIOUS RELEVANT BOCC ACTION:
Discussion and Direction.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Discussion.

DOCUMENTATION:

FINANCIAL IMPACT:
TBD

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: P1
2023-3921

BULK ITEM: No

DEPARTMENT: County Attorney

TIME APPROXIMATE:
n/a

STAFF CONTACT: Bob Shillinger

AGENDA ITEM WORDING: The County Attorney's report for the April 16, 2025 BOCC meeting.

ITEM BACKGROUND:
Monthly report attached.

PREVIOUS RELEVANT BOCC ACTION:
n/a

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
n/a

STAFF RECOMMENDATION: n/a

DOCUMENTATION:

County Attorney Report April 2025.pdf
MASTER FINES AND COSTS SPREADSHEET AS OF MARCH 2025.pdf

FINANCIAL IMPACT:
n/a

County of Monroe
The Florida Keys

Robert B. Shillinger, Jr., County Attorney **
Pedro J. Mercado, Sr. Assistant County Attorney**
Christine Limbert-Barrows, Sr. Assistant County Attorney**
Derek V. Howard, Sr. Assistant County Attorney**
Peter H. Morris, Assistant County Attorney **
Patricia Eables, Assistant County Attorney
Joseph X. DiNovo, Assistant County Attorney**
Kelly Dugan, Assistant County Attorney
Anjelica Harden-Ivanoski, Assistant County Attorney
Eve M. Lewis, Assistant County Attorney**
Gaelan P. Jones, Assistant County Attorney
Jeni-Lee MacLaughlin, Assistant County Attorney
Ana Walter, Assistant County Attorney

** Board Certified in City, County & Local Govt. Law

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem, Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

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To: Mayor & Commissioners
From: Bob Shillinger, County Attorney
Date: April 1, 2025
Re: April 2025 County Attorney Report

Closed Sessions at the March:

1. Monroe County, Florida v. Leonardo Rodriguez and Pilar Franco Case No. 22-CA-349-P. Foreclosure action stemming from Code Compliance Case CE19030156. The property is compliant. **Defendants have responded to the County's prior counter-offer with a new offer which will be discussed in closed session.**

2. Monroe County, Florida v. Marck Schofield Case No. 18-CA-217-P. Foreclosure action stemming from Code Compliance Case CE10040067. Monroe County has a Judgment of Foreclosure. The property remains non-compliant. **Schofield has made a new settlement offer which will be discussed in closed session.**

3. Roy's Trailer Park, Inc. et al. v. Monroe County, 19-CA-175-K. Declaratory Judgment suit filed by Roy's against County as part of its eviction suit against its tenants. County counterclaim against the trailer park and the park residents, seeking an injunction prohibiting occupancy at the park until serious fire and life safety issues have been addressed, appointment of a receiver, and declaratory relief to determine whether the owner or tenants are responsible for the code violations. **The Court granted Plaintiff/Counter-Defendant Roy's and defendant Tenants' Motion to Dismiss for lack of subject matter jurisdiction. The County filed a Motion for Rehearing on February 26, 2025.**

4. 2014 Janet Vincent Family Trust, et al., v. Monroe County Case No. 24-CA-000332-K. Plaintiffs are seeking declaratory judgment regarding a parcel of land abutting their properties. The County's motion to dismiss that was granted in part. Plaintiff filed an amended complaint, the County filed a second motion to dismiss. The Court denied the County's motion to dismiss on 1/16/25. **Discovery is ongoing.**

Trial Court Cases of Interest

5. In re: Michael Joseph McMahon and Sergei Nikoshchenkov, U.S. Bankruptcy Ct. S.D.Fla.. Case No. 23-1154-RAM. Monroe County is a secured creditor in this Chapter 13 bankruptcy case, with a claim for over $260,000 in unpaid tourist development and tourist impact taxes. The settlement agreement was executed in February. **Currently awaiting disbursement of funds**.

6. F.E.B. Corp. v. Monroe County & FDEP, DEP OGC Case No.: 24-1615 (DEP Permit No. 44-0137939-029-EG). Petitioner F.E.B. Corp., challenges FDEP's permit to the County that establishes a public mooring field at Man of War Harbor in Key West. FDEP has yet to refer the matter to the Division of Administrative Hearings (DOAH).

7. Massacci, et al. v. Monroe County, et al., Case No. 24-CA-566-K. Personal injury lawsuit by the personal representative of the estate of Kirk Weidericht against the County, FDOT, Big Pine Academy and Rubi Metass for the injuries and subsequent death of Mr. Weidericht who was riding his motorcycle on or near Dear Run Trail when he was struck by the driver (Metass). The Plaintiff has added Webber Infrastructure Management, Inc as an additional defendant in the case. The County has answered. Plaintiff filed an amended Reply and General Denial of Affirmative Defenses in light of the Amended Complaint. Discovery is ongoing.

8. Cayo Hueso Investments, Inc. v. Monroe County, DOAH Case 24-2250-GM. Cayo Hueso, an adjacent property owner, filed a petition challenging the County's amendments of the Land Development Code (zoning) and Comprehensive Plan (Future Land Use Map/FLUM) in order to allow a shoreside facility for the proposed mooring field in Boca Chica Harbor. On 12/13/24, the ALJ entered a Recommended Order affirming the correctness of the County's actions. **On 3/17/25, FloridaCommerce issued a final order findings the amendments consistent with statutes and the comprehensive plan.**

9. John Kuluz, Fred Laemmerhirt, and Alberto Lazaro v. Monroe County and 17RM Investments, LLC, 21-CA-357-P/3D25-500. Plaintiffs Kuluz and Laemmerhirt and Intervenor Lazaro (Neighbors) are the owners of property near 17RM's Key Largo property. The Neighbors are seeking a declaratory judgment against the County's determination that a 20-foot front-yard setback does not apply, under the Land Development Code, to 17RM's property on the basis that it is fronted by a private access easement. The Court granted the County's and 17RM's motion for summary judgment and denied the Neighbors' motion for summary judgment then entered final judgment in favor of the County and 17RM on 11/27/24. On 2/14/25, the Court denied the neighbors Motion for Rehearing. **On 3/14/25, the neighbors filed a notice of appeal to the Third DCA.**

10. Mitchell Kukulski v. Biltmore Construction and Monroe County, 24-CA-302-P. Plaintiffs alleges that he was injured when he tripped and fell in one of the medians in the parking lot outside the Plantation Key courthouse. The courthouse was under construction at the time. The County filed an answer and a cross-complaint for indemnification against the contractor Biltmore Construction. Discovery is ongoing. **A pretrial conference was held on 4/1/25. Mediation is being rescheduled. Biltmore has agreed to provide coverage without reservation of rights.**

11. John Behmke et al. v. Monroe County, 24-CA-94-K. Plaintiffs are/were property owners in the Coral Hammock and allege inverse condemnation based on their inability to conduct vacation rentals beginning in in 2016, when code compliance cited them for renting in a land use district that prohibited vacation rentals (the Third DCA affirmed a decision of the Circuit Court finding the Mixed-Use District does not prohibit vacation rentals of attached units and reversing orders of the code compliance special magistrate finding the properties in violation). Plaintiffs seek takings compensation as well as lost rental income and other financial damages. The County's motion to dismiss needs to be set for hearing.

12. Stacey Mitchell v. Monroe County, 24-CA-890-K. Plaintiff sued the County alleging Whistleblower violations. Plaintiff also sued the Board of County Commissioners, 3406 NORTH ROOSEVELT BOULEVARD CORPORATION, and the Tourist Development Council. The County has filed a partial motion to dismiss and an Answer to the complaint. Counsel for 3406 North Roosevelt filed a motion to dismiss. **On 3/21/25, Judge Morgan was assigned to handle the case after Judge Koenig disqualified himself. Motion to Dismiss hearings need to be set.**

13. Peter & Olivia Poto v. Monroe County/Monroe County v. Jane Gilbert Trust, 22-CA-709-K, quiet title and specific performance action by buyers of a property where seller had sold development rights to one lot and entered into a unity of title as part of the County's Less than Fee program. Settlement Agreement was approved at the December BOCC Meeting. **Awaiting finalization of sale of replacement lot.**

14. Jay Archbell PA v. Buirley, Monroe County, et al., 23-CA-108-K. The County previously settled its claim against Jay Archbell, PA (the property owner) for a reduced amount of code liens. The property (3 El Monte Lane, Big Coppitt) appears to have some owners outside the chain of title. Archbell then sued prior owners Kenneth and Anita Lynn Buirley, the County, and others, to quiet title.

15. Maschal et al. v. Monroe County and FKAA, 19-CA-186-K. Suit by 12 individuals seeking similar relief to the Delaney lawsuit, which the County and FKAA won. The County and FKAA filed answers and a joint Counterclaim for injunctive relief, compelling the property owner plaintiffs to connect to the wastewater system. On 1/28/25, the Court granted the County & FKAA's motion for summary judgment and denied the properties motion for summary judgment. **On 3/28/25, the plaintiffs appealed to the Third DCA despite no final judgment being entered.**

16. Kearns Construction Company v. Monroe County, 24-CA-001134-M. This action is a Petition for Writ of Certiorari seeking to quash the BOCC's award of the contract for RFP-568 Artificial Reef Materials Deployment to Gulfside 10-Mile Reef. On 1/31/25, the Court denied the County's Motion to Dismiss. The County filed a 45-page Response to the Petition, County Appendix, and Motion to Strike the Petitioner's Appendix on 2/20/25. **The County requested oral argument on 3/28/25**.

17. Dalk Land, L.P. v. Monroe County Building Department, 24-CA-989-K. Dalk Land obtained a writ of Mandamus relating to an appeal from a building permit decision. **A hearing on Dalk Land's motion for costs is scheduled for 4/14/25.**

18. Monroe County BOCC v. SGC Land Trust 2/12/2000, Sunset Gardens Farm, LLC, Jonathan Simpson, et al, 25-CA-151-P. On 2/7/25, the County filed a declaratory judgment actions and injunctive relief against the defendants which operate an alleged farm on cleared property. The County is seeking a declaration that the farm is in violation of over a dozen ordinances, comp plan policies, and statutes and seeks to enjoin those violations and demand corrective action. **The complaint was amended on 3/5/25.**

Appellate Cases of Interest

19. Dalk Land, L.P. v. Monroe County Building Department, DOAH 25-1345. Dalk Land has appealed a building permit issued to its neighbor on basis of alleged floodplain regulation violations to the Division of Administrative Hearings. **A Final hearing needs to be scheduled.**

20. Seven Eight Investments, LLC v. Monroe County, 24-AP-009-K, 24-AP-010-K. Property owners appealed from the Code Compliance Special Magistrate's final orders finding them in violation of the Code for failure to obtain a conditional use permit and for illegal accessory use of the property (storage and pool) without a principal use following demolition of the residence. Briefing is complete. The Court denied the County's a motion for appointment of a three-judge panel. Oral argument was held 02/20/25, awaiting a ruling.

21. 601 Cuda Properties, LLC v. Monroe County & SFWMD, Case No. 3D24-118 (L.T. Case No. 2023-066-DAO-ERP) and 3D24-2101 (L.T. Case No.2024-086-DAO-ERP). 601 Cuda Properties, LLC, has filed a second appeal from a SFWMD Order dismissing 601 Cuda's petition for a formal administrative proceeding on the grounds that the petition was untimely. 601 Cuda's petition opposed the Environmental Resource Permit that was issued to the County on 11/17/23, authorizing the use of sovereign submerged lands to repair the Rock Harbor Breakwater and install an air bubble curtain and seaweed gate. On 10/16/24, the property owner filed an amended petition, which was denied by the District on 10/29/24. On 11/21/24, the property owner instituted an appeal of the District determination to the 3rd District Court of Appeal. The property owner's Initial Brief was due on 01/30/25. On 01/22/25, the property owner filed a Notice of Agreed Extension of Time to File Initial Brief. **The time for the service of the Appellant's Initial Brief has been extended to 04/28/25.**

22. Pirates Saving Paradise, Inc. v. Little Palm Dolphin Resort Development, LLC, Case No. 24-CA-1074-K. Neighbors filed a petition for a writ of certiorari challenging Planning Commission Resolution No. P01-24, which approved Little Palm Dolphin Resort Development, LLC's (Little Palm's) parking variance. **On 2/3/25, the Court granted the petition and quashed the parking variance**.

23. Tavernier Community Association, Inc., James Bell, and Chris Hoguet v. Monroe County, Florida (State of Florida Department of Commerce). DOAH 25-1381GM. On 12/16/24 neighboring property owners filed a petition with the Florida Department of Commerce challenging Ordinance No. 004-2024 as inconsistent with the Comprehensive Plan. An amended petition was filed on 3/10/25. **A final hearing has been scheduled for 5/7/25.**

24. Shands v. City of Marathon, 3D21-1987. This is a long running takings case involving an offshore island located within the City of Marathon. On 2/5/25, the Third DCA issued an en banc decision that created a new species of taking and vitiated the use of TDRs to forestall a taking. On 3/3/25, the City filed a motion for certification. The County is currently assisting the City in securing amicus support for when the City seeks review in the Florida Supreme Court.

25. Sunset Gardens Estate Land Trust v. Monroe County, 19-CA-460-P, 3D23-1368. Property owner sued claiming that various state laws including the Right to Farm Act, preempt the County's land development regulations. **On 3/12/25, the Third DCA affirmed the disposal of the code fines but reversed the trial court's determination that the County's regulations are preempted by state law. The Court issued a mandate on 4/1/25. This closes *this* case.**

26. Denise Joy Snyder Living Trust v. Monroe County, 24-AP-003-K**.** Owner filed an appeal of the Code Compliance Special Magistrate's final order finding them in violation of the code for unpermitted land clearing and imposing fines and restoration requirements. Briefing is complete. The Court denied the County's motion for assignment of a three judge panel.

27. Swanson v. Rick Griffin and Monroe County**,** 24-CA-503-K, 3D24-1727. Property owners sued seeking to extend their building permits deadline or to provide an administrative appeal pursuant to Fla. Stat. 252.363 or LDC 6-56. On 8/29/24, the court entered its order granting complaint for writ of mandamus and ordering the building official to deem owners' notice of appeal complete and schedule a hearing before the CBA. The County appealed on 09/27/24. **The matter was settled for non-monetary terms so the County dismissed its appeal on 3/31/25.** .

Class Action Lawsuits where Monroe County is a Party

28. Monroe County v. 3M, et al., 22-CA-618-K/2:22-cv-03680-RMG, consolidated into 2:18-mn-02873-RMG: On 9/9/2022, Monroe County filed suit against manufacturers of aqueous film-forming foam (AFFF) containing per- and polyfluoroalkyl substances (PFAS) to recover damages for investigation, remediation, removal, disposal, treatment and monitoring of water and soil created by defendants' products. PFAS had been detected at the Monroe County Fire Training Academy on Grassy Key. On 10/7/22, defendants removed the case to the U.S. District Court for the Southern District of Florida. On 10/26/22, the County's case was transferred and consolidated with other similar cases in the Multi District Litigation (MDL) case pending in the District of South Carolina before Hon. Richard M. Gergel.

Constitutional Officer Cases

29. The Supervisor of Elections is currently involved in several litigation matters. The cases challenge various Florida Statutes regarding election legislation and voter registration. Supervisor Hodies and other SOEs retained outside counsel, but the County Attorney's office is assisting in the defense of each case.

Foreclosure Actions

30. The County Attorney's Office is currently prosecuting 26 cases to foreclose or otherwise enforce on County code compliance liens. The Office is also currently defending 6 mortgage foreclosure cases, where the County holds an interest in the property, usually as a result of an inferior code compliance lien.

Other Matters of Interest

31. **Code Collections**. In March, Code Compliance and the County Attorney's office collected $110,231.90 in fines and costs. For the first six months of the 2025 fiscal year, $584,317.36 has been collected in fines and costs. See attached report.

32. **Vacation Rental Prosecutions.** Vacation Rental Prosecutions. Seven vacation rental cases were heard at the 3/27/25 Code Compliance hearing. Five cases were compliant prior to the hearing. The Special Magistrate ordered one-time fines as follows: VR-JAN25-0006, $6,300; VR-JAN25-0007, $12,500 per stipulated agreement; VR-JAN25-0008, $12,000; VR-JAN25-0010, $3,000 per stipulated agreement; VR-JAN25-0009, $7,500. In VR-FEB25-0012, the Special Magistrate reserved ruling pending his review of a legal issue. In VR-FEB25-0011 the owners were ordered to cease and desist vacation rental activity with a $100 per day fine and $4200 one-time fine.

Risk Management

Risk Management activity and policy renewals for March 2025:

Agenda items approved: 42
Insurance policies renewed: 0
Flood policies renewed: 0

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Public Records

Monroe County, Public Records Performance Report

March 1, to March 31, 2025 All Departments

330 Requests Received

316 Requests Closed

2 Day(s) to Fulfillment
(Median days required to fulfill request in reporting Period)

The County Attorney's Office fulfilled 193 of the
received requests. Below is a breakdown of requests processed by each department

(NOTE: some requests have more than one department assigned thus the number can add up to more than 316 or 330)

Building	New	112	Closed	110
Code Compliance	New	57	Closed	57
County Attorney	New	117	Closed	109
County Attorney (Building Requests)	New	91	Closed	84
Planning	New	27	Closed	26
MCFR	New	6	Closed	4
OMB	New	2	Closed	5
HR	New	5	Closed	4

MONTH	FINES	COSTS	Total fines and Costs	ATF FEES	FEMA INSP	TOTAL ALL	CUMULATIVE TO DATE	TOTAL ALL
Oct-24	123,170.00	11,708.93	134,878.93	13,898.50	0.00	148,777.43	148,777.43	
Nov-24	76,165.51	15,772.62	91,938.13	8,300.00	0.00	100,238.13	249,015.56	
Dec-24	116,210.00	10,156.17	126,366.17	6,000.00	0.00	132,366.17	381,381.73	
Jan-25	47,405.31	36,726.72	84,132.03	12,315.00	0.00	96,447.03	477,828.76	
Feb-25	32,200.00	5,170.20	37,370.20	7,000.00	0.00	44,370.20	522,198.96	
Mar-25	99,000.00	11,231.90	110,231.90	13,018.50	0.00	123,250.40	645,449.36	
Apr-25								
May-25								
Jun-25								
Jul-25								
Aug-25								
Sep-25								
2024-2025 TOTALS	**494,150.82**	**90,766.54**	**584,917.36**	**60,532.00**	**0.00**	**645,449.36**		**645,449.36**
Oct-23	120,609.32	19,773.86	140,383.18	19,045.00	0.00	159,428.18	159,428.18	
Nov-23	44,125.00	8,420.08	52,545.08	7,571.00	0.00	60,116.08	219,544.26	
Dec-23	132,918.15	8,594.59	141,512.74	11,767.00	0.00	153,279.74	372,824.00	
Jan-24	177,091.24	29,722.05	206,813.29	21,776.27	0.00	228,589.56	601,413.56	
Feb-24	71,300.00	13,122.77	84,422.77	56,815.33	0.00	141,238.10	742,651.66	
Mar-24	35,175.00	5,767.36	40,942.36	13,875.90	0.00	54,818.26	797,469.92	
Apr-24	112,521.94	14,389.15	126,911.09	6,600.00	0.00	133,511.09	930,981.01	
May-24	18,150.00	8,122.33	26,272.33	15,657.00	0.00	41,929.33	972,910.34	
Jun-24	14,241.50	7,993.34	22,234.84	7,084.00	0.00	29,318.84	1,002,229.18	
Jul-24	67,115.00	8,343.47	75,458.47	16,657.50	0.00	92,115.97	1,094,345.15	
Aug-24	36,115.00	12,461.79	48,576.79	18,961.50	0.00	67,538.29	1,161,883.44	
Sep-24	170,590.00	9,113.80	179,703.80	6,000.00	0.00	185,703.80	1,347,587.24	
2023-2024 TOTALS	**999,952.15**	**145,824.59**	**1,145,776.74**	**201,810.50**	**0.00**	**1,347,587.24**		**1,347,587.24**
Oct-22	57,214.27	8,608.46	65,822.73	20,390.00	0.00	86,212.73	86,212.73	
Nov-22	11,855.40	4,651.04	16,506.44	7,500.00	0.00	24,006.44	110,219.17	
Dec-22	147,198.55	11,875.74	159,074.29	15,880.00	0.00	174,954.29	285,173.46	
Jan-23	28,030.40	7,101.91	35,132.31	27,816.00	0.00	62,948.31	348,121.77	
Feb-23	140,088.16	12,551.59	152,639.75	10,400.00	0.00	163,039.75	511,161.52	
Mar-23	55,575.00	11,225.12	66,800.12	26,620.00	0.00	93,420.12	604,581.64	
Apr-23	52,435.40	10,269.59	62,704.99	11,972.00	0.00	74,676.99	679,258.63	
May-23	145,240.15	15,838.05	161,078.20	32,869.50	0.00	193,947.70	873,206.33	
Jun-23	99,459.41	13,172.25	112,631.66	12,840.70	0.00	125,472.36	998,678.69	
Jul-23	35,480.78	9,780.89	45,261.67	29,658.10	0.00	74,919.77	1,073,598.46	
Aug-23	227,140.31	18,265.08	245,405.39	21,233.75	0.00	266,639.14	1,340,237.60	
Sep-23	53,122.66	12,405.54	65,528.20	23,179.70	0.00	88,707.90	1,428,945.50	
2022-2023 TOTALS	**1,052,840.49**	**135,745.26**	**1,188,585.75**	**240,359.75**	**0.00**	**1,428,945.50**		**1,428,945.50**
Oct-21	59,912.50	13,524.56	73,437.06	11,040.00	0.00	84,477.06	84,477.06	
Nov-21	83,787.50	13,669.88	97,457.38	12,800.00	0.00	110,257.38	194,734.44	
Dec-21	105,174.62	13,502.76	118,677.38	35,500.00	0.00	154,177.38	348,911.82	
Jan-22	72,278.49	13,805.11	86,083.60	11,550.00	0.00	97,633.60	446,545.42	
Feb-22	78,520.00	17,783.03	96,303.03	9,500.00	0.00	105,803.03	552,348.45	
Mar-22	62,252.42	25,894.51	88,146.93	9,755.00	0.00	97,901.93	650,250.38	
Apr-22	48,475.30	15,095.90	63,571.20	8,700.00	0.00	72,271.20	722,521.58	
May-22	83,298.34	21,472.82	104,771.16	16,608.00	0.00	121,379.16	843,900.74	
Jun-22	131,099.35	18,733.10	149,832.45	14,395.00	0.00	164,227.45	1,008,128.19	
Jul-22	144,915.38	12,783.99	157,699.37	12,850.00	0.00	170,549.37	1,178,677.56	
Aug-22	56,577.48	9,334.51	65,911.99	10,739.75	0.00	76,651.74	1,255,329.30	
Sep-22	105,788.10	11,963.67	117,751.77	4,910.00	0.00	122,661.77	1,377,991.07	
2021-2022 TOTALS	**1,032,079.48**	**187,563.84**	**1,219,643.32**	**158,347.75**	**0.00**	**1,377,991.07**		**1,377,991.07**
Oct-20	110,118.18	8,468.94	118,587.12	12,000.00	0.00	130,587.12	130,587.12	
Nov-20	274,496.96	18,626.30	293,123.26	12,049.00	0.00	305,172.26	435,759.38	
Dec-20	371,537.44	21,711.75	393,249.19	24,465.50	0.00	417,714.69	853,474.07	
Jan-21	40,231.44	6,155.62	46,387.06	17,477.00	0.00	63,864.06	917,338.13	
Feb-21	82,488.84	7,119.61	89,608.45	16,802.40	0.00	106,410.85	1,023,748.98	
Mar-21	153,210.14	11,740.03	164,950.17	13,289.33	0.00	178,239.50	1,201,988.48	
Apr-21	54,765.14	10,410.67	65,175.81	22,361.00	0.00	87,536.81	1,289,525.29	
May-21	133,087.50	13,693.82	146,781.32	38,452.50	0.00	185,233.82	1,474,759.11	
Jun-21	108,284.38	11,984.20	120,268.58	14,324.80	0.00	134,593.38	1,609,352.49	
Jul-21	48,132.91	12,330.99	60,463.90	16,705.00	0.00	77,168.90	1,686,521.39	
Aug-21	95,416.47	17,905.63	113,322.10	16,500.00	0.00	129,822.10	1,816,343.49	
Sep-21	834,980.91	34,127.76	869,108.67	17,715.00	0.00	886,823.67	2,703,167.16	
2020-2021 TOTALS	**2,306,750.31**	**174,275.32**	**2,481,025.63**	**222,141.53**	**0.00**	**2,703,167.16**		**2,703,167.16**
Oct-19	214,502.00	23,106.65	237,608.65	14,184.24	0.00	251,792.89	251,792.89	
Nov-19	106,074.69	13,167.07	119,241.76	38,919.00	0.00	158,160.76	409,953.65	
Dec-19	93,199.37	28,049.18	121,248.55	27,080.00	0.00	148,328.55	558,282.20	

MONTH	FINES	COSTS	Total fines and Costs	ATF FEES	FEMA INSP	TOTAL ALL	CUMULATIVE TO DATE	TOTAL ALL
Jan-20	79,016.84	9,927.40	88,944.24	26,054.50	0.00	114,998.74	673,280.94	
Feb-20	105,812.50	12,011.18	117,823.68	13,738.00	0.00	131,561.68	804,842.62	
Mar-20	97,165.30	5,403.80	102,569.10	5,000.00	0.00	107,569.10	912,411.72	
Apr-20	60,448.51	14,526.09	74,974.60	7,000.00	0.00	81,974.60	994,386.32	
May-20	29,800.00	2,856.07	32,656.07	3,834.00	0.00	36,490.07	1,030,876.39	
Jun-20	50,271.07	10,607.60	60,878.67	20,400.00	0.00	81,278.67	1,112,155.06	
Jul-20	62,323.66	5,395.02	67,718.68	10,612.42	0.00	78,331.10	1,190,486.16	
Aug-20	124,395.25	12,106.57	136,501.82	18,872.50	0.00	155,374.32	1,345,860.48	
Sep-20	155,989.83	13,770.09	169,759.92	8,368.52	0.00	178,128.44	1,523,988.92	
2019-2020 TOTALS	**1,178,999.02**	**150,926.72**	**1,329,925.74**	**194,063.18**	**0.00**	**1,523,988.92**		**1,523,988.92**
Oct-18	253,116.80	18,009.84	271,126.64	6,778.00	0.00	277,904.64	277,904.64	
Nov-18	125,598.96	10,889.53	136,488.49	24,794.50	0.00	161,282.99	439,187.63	
Dec-18	88,200.00	9,355.32	97,555.32	6,700.00	0.00	104,255.32	543,442.95	
Jan-19	69,500.00	6,586.43	76,086.43	11,320.00	0.00	87,406.43	630,849.38	
Feb-19	163,410.90	13,655.94	177,066.84	13,031.50	0.00	190,098.34	820,947.72	
Mar-19	123,729.53	11,289.45	135,018.98	28,210.00	0.00	163,228.98	984,176.70	
Apr-19	117,602.07	10,149.71	127,751.78	30,490.00	0.00	158,241.78	1,142,418.48	
May-19	226,445.80	21,179.45	247,625.25	52,601.00	0.00	300,226.25	1,442,644.73	
Jun-19	170,542.05	14,618.43	185,160.48	18,602.00	0.00	203,762.48	1,646,407.21	
Jul-19	51,927.51	22,316.50	74,244.01	42,935.94	0.00	117,179.95	1,763,587.16	
Aug-19	139,884.82	22,736.88	162,621.70	16,000.00	0.00	178,621.70	1,942,208.86	
Sep-19	142,855.12	21,742.25	164,597.37	18,699.76	0.00	183,297.13	2,125,505.99	
2018-2019 TOTALS	**1,672,813.56**	**182,529.73**	**1,855,343.29**	**270,162.70**	**0.00**	**2,125,505.99**		**2,125,505.99**
Oct-17	91,400.00	5,555.74	96,955.74	0.00	0.00	96,955.74	96,955.74	
Nov-17	82,378.03	2,081.75	84,459.78	1,000.00	0.00	85,459.78	182,415.52	
Dec-17	221,965.50	10,273.34	232,238.84	2,500.00	0.00	234,738.84	417,154.36	
Jan-18	12,258.00	2,411.06	14,669.06	2,549.00	0.00	17,218.06	434,372.42	
Feb-18	117,628.00	9,725.40	127,353.40	4,527.00	0.00	131,880.40	566,252.82	
Mar-18	131,855.80	5,855.52	137,711.32	8,198.00	0.00	145,909.32	712,162.14	
Apr-18	102,294.74	9,032.96	111,327.70	18,776.00	0.00	130,103.70	842,265.84	
May-18	234,644.55	12,005.31	246,649.86	12,963.00	0.00	259,612.86	1,101,878.70	
Jun-18	159,579.18	15,627.12	175,206.30	7,000.00	0.00	182,206.30	1,284,085.00	
Jul-18	178,590.00	12,735.62	191,325.62	9,100.00	0.00	200,425.62	1,484,510.62	
Aug-18	305,175.19	25,319.00	330,494.19	8,500.00	0.00	338,994.19	1,823,504.81	
Sep-18	194,858.92	11,751.09	206,610.01	10,500.00	0.00	217,110.01	2,040,614.82	
2017-2018 TOTALS	**1,832,627.91**	**122,373.91**	**1,955,001.82**	**85,613.00**	**0.00**	**2,040,614.82**		**2,040,614.82**
Oct-16	217,650.79	13,725.86	231,376.65	4,400.00	0.00	235,776.65	235,776.65	
Nov-16	227,785.20	19,645.28	247,430.48	5,000.00	0.00	252,430.48	488,207.13	
Dec-16	265,695.00	17,792.51	283,487.51	9,614.00	0.00	293,101.51	781,308.64	
Jan-17	20,211.00	4,373.92	24,584.92	1,000.00	0.00	25,584.92	806,893.56	
Feb-17	75,765.37	8,548.48	84,313.85	0.00	0.00	84,313.85	891,207.41	
Mar-17	148,287.86	12,850.64	161,138.50	5,430.00	0.00	166,568.50	1,057,775.91	
Apr-17	44,886.86	8,739.36	53,626.22	6,500.00	0.00	60,126.22	1,117,902.13	
May-17	99,402.60	12,369.67	111,772.27	5,850.00	0.00	117,622.27	1,235,524.40	
Jun-17	78,697.00	9,474.69	88,171.69	8,402.00	0.00	96,573.69	1,332,098.09	
Jul-17	89,965.00	12,458.67	102,423.67	2,000.00	0.00	104,423.67	1,436,521.76	
Aug-17	216,371.93	10,646.72	227,018.65	5,781.00	0.00	232,799.65	1,669,321.41	
Sep-17	0.00	0.00	0.00	0.00	0.00	0.00	1,669,321.41	IRMA, NO RECEIPTS
2016-2017 Totals	**1,484,718.61**	**130,625.80**	**1,615,344.41**	**53,977.00**	**0.00**	**1,669,321.41**		**1,669,321.41**
Oct-15	61,426.72	10,511.57	71,938.29	7,750.00	0.00	79,688.29	79,688.29	
Nov-15	48,354.30	11,793.36	60,147.66	4,973.00	0.00	65,120.66	144,808.95	
Dec-15	62,632.50	6,632.92	69,265.42	2,000.00	0.00	71,265.42	216,074.37	
Jan-16	107,268.81	9,832.65	117,101.46	3,950.00	0.00	121,051.46	337,125.83	
Feb-16	51,280.56	4,053.38	55,333.94	5,700.00	0.00	61,033.94	398,159.77	
Mar-16	90,377.88	9,444.40	99,822.28	3,500.00	0.00	103,322.28	501,482.05	
Apr-16	195,134.49	9,909.37	205,043.86	11,950.00	0.00	216,993.86	718,475.91	
May-16	116,788.89	10,038.53	126,827.42	5,750.00	0.00	132,577.42	851,053.33	
Jun-16	76,766.16	15,398.33	92,164.49	5,450.00	0.00	97,614.49	948,667.82	
Jul-16	55,079.02	7,142.74	62,221.76	3,000.00	0.00	65,221.76	1,013,889.58	
Aug-16	56,431.52	8,022.33	64,453.85	2,255.00	0.00	66,708.85	1,080,598.43	
Sep-16	76,726.41	9,679.07	86,405.48	8,400.00	0.00	94,805.48	1,175,403.91	
2015-2016 Totals	**998,267.26**	**112,458.65**	**1,110,725.91**	**64,678.00**	**0.00**	**1,175,403.91**		**1,175,403.91**
Oct-14	54,290.83	10,089.61	64,380.44	2,000.00	0.00	66,380.44	66,380.44	
Nov-14	6,937.50	2,320.91	9,258.41	5,293.00	0.00	14,551.41	80,931.85	
Dec-14	32,966.67	5,214.20	38,180.87	8,604.00	0.00	46,784.87	127,716.72	
Jan-15	3,591.67	1,707.54	5,299.21	4,500.00	0.00	9,799.21	137,515.93	
Feb-15	57,802.61	9,142.24	66,944.85	5,537.40	0.00	72,482.25	209,998.18	
Mar-15	68,916.67	6,091.97	75,008.64	8,060.00	0.00	83,068.64	293,066.82	
Apr-15	50,862.50	3,932.05	54,794.55	8,665.00	0.00	63,459.55	356,526.37	
May-15	38,366.66	5,229.36	43,596.02	9,666.30	0.00	53,262.32	409,788.69	
Jun-15	25,259.58	7,955.08	33,214.66	4,830.00	0.00	38,044.66	447,833.35	
Jul-15	68,735.00	9,488.79	78,223.79	10,450.00	0.00	88,673.79	536,507.14	

MONTH	FINES	COSTS	Total fines and Costs	ATF FEES	FEMA INSP	TOTAL ALL	CUMULATIVE TO DATE	TOTAL ALL
Aug-15	27,778.66	6,091.43	33,870.09	8,707.10	0.00	42,577.19	579,084.33	
Sep-15	44,422.72	5,214.04	49,636.76	9,125.00	0.00	58,761.76	637,846.09	
2014-2015 Totals	**479,931.07**	**72,477.22**	**552,408.29**	**85,437.80**	**0.00**	**637,846.09**		**637,846.09**
Oct-13	35,349.96	3,466.03	38,815.99	7,525.00	0.00	46,340.99	46,340.99	
Nov-13	30,809.25	4,138.09	34,947.34	3,250.00	0.00	38,197.34	84,538.33	
Dec-13	27,691.63	4,865.47	32,557.10	6,150.00	0.00	38,707.10	123,245.43	
Jan-14	41,804.65	1,752.21	43,556.86	3,000.00	0.00	46,556.86	169,802.29	
Feb-14	51,544.58	5,485.34	57,029.92	4,000.00	0.00	61,029.92	230,832.21	
Mar-14	28,856.45	5,053.71	33,910.16	4,000.00	0.00	37,910.16	268,742.37	
Apr-14	22,908.66	5,418.39	28,327.05	8,500.00	0.00	36,827.05	305,569.42	
May-14	8,691.99	3,152.10	11,844.09	10,558.00	0.00	22,402.09	327,971.51	
03/19/2014 BOCC ADOPTED POLICY TO PROCEED WITH COLLECTIONS THROUGH LEGAL ACTION (RESO 057-2014)							327,971.51	
Jun-14	79,184.00	14,272.72	93,456.72	7,000.00	0.00	100,456.72	428,428.23	
Jul-14	12,108.94	6,453.84	18,562.78	7,500.00	0.00	26,062.78	454,491.01	
Aug-14	11,275.03	2,842.32	14,117.35	4,994.00	0.00	19,111.35	473,602.36	
Sep-14	53,768.00	8,782.68	62,550.68	8,196.40	0.00	70,747.08	544,349.44	
2013-2014 Totals	**403,993.14**	**65,682.90**	**469,676.04**	**74,673.40**	**0.00**	**544,349.44**		**544,349.44**
Oct-12	39,950.54	6,278.67	46,229.21	7,250.00	990.00	54,469.21	54,469.21	
Nov-12	17,416.97	1,461.55	18,878.52	3,700.00	720.00	23,298.52	77,767.73	
Dec-12	56,966.98	9,203.80	66,170.78	3,500.00	270.00	69,940.78	147,708.51	
Jan-13	30,599.96	7,206.40	37,806.36	3,880.00	450.00	42,136.36	189,844.87	
Feb-13	29,600.30	6,145.60	35,745.90	3,500.00	270.00	39,515.90	229,360.77	
Mar-13	15,821.30	4,406.98	20,228.28	5,200.00	270.00	25,698.28	255,059.05	
Apr-13	27,074.31	3,678.13	30,752.44	3,000.00	810.00	34,562.44	289,621.49	
May-13	32,386.69	5,795.00	38,181.69	4,000.00	450.00	42,631.69	332,253.18	
Jun-13	14,466.64	2,912.69	17,379.33	3,000.00	360.00	20,739.33	352,992.51	
Jul-13	25,166.66	2,245.54	27,412.20	6,313.60	90.00	33,815.80	386,808.31	
Aug-13	32,566.64	1,450.56	34,017.20	5,800.00	0.00	39,817.20	426,625.51	
Sep-13	51,324.96	3,330.80	54,655.76	3,750.00	0.00	58,405.76	485,031.27	
2012-2013 Totals	**373,341.95**	**54,115.72**	**427,457.67**	**52,893.60**	**4,680.00**	**485,031.27**		**485,031.27**
Oct-11	64,020.50	6,892.20	70,912.70	3,500.00	2,430.00	76,842.70	76,842.70	
Nov-11	8,800.00	3,386.36	12,186.36	2,000.00	1,170.00	15,356.36	92,199.06	
Dec-11	3,550.00	2,635.70	6,185.70	2,500.00	1,800.00	10,485.70	102,684.76	
Jan-12	21,300.00	4,725.41	26,025.41	3,000.00	1,620.00	30,645.41	133,330.17	
Feb-12	28,546.66	3,695.38	32,242.04	1,800.00	1,440.00	35,482.04	168,812.21	
Mar-12	31,925.00	5,516.99	37,441.99	3,500.00	1,620.00	42,561.99	211,374.20	
Apr-12	36,696.66	2,693.08	39,389.74	4,000.00	1,800.00	45,189.74	256,563.94	
May-12	65,617.33	6,176.11	71,793.44	4,060.00	1,530.00	77,383.44	333,947.38	
Jun-12	5,217.00	667.39	5,884.39	2,000.00	810.00	8,694.39	342,641.77	
Jul-12	28,433.32	6,782.45	35,215.77	1,590.00	1,080.00	37,885.77	380,527.54	
Aug-12	7,917.30	9,126.20	17,043.50	4,745.00	630.00	22,418.50	402,946.04	
Sep-12	15,350.00	600.79	15,950.79	2,000.00	720.00	18,670.79	421,616.83	
2011-2012 Totals	**317,373.77**	**52,898.06**	**370,271.83**	**34,695.00**	**16,650.00**	**421,616.83**		**421,616.83**
Oct-10	28,433.00	5,430.21	33,863.21	0.00	0.00	33,863.21	33,863.21	
Nov-10	28,234.78	4,972.51	33,207.29	1,000.00	2,070.00	36,277.29	70,140.50	
Dec-10	36,730.68	3,159.63	39,890.31	9,800.00	2,160.00	51,850.31	121,990.81	
Jan-11	42,444.08	5,188.79	47,632.87	5,405.00	1,980.00	55,017.87	177,008.68	
Feb-11	26,727.00	5,126.63	31,853.63	3,220.00	2,060.00	37,133.63	214,142.31	
Mar-11	55,517.56	9,022.78	64,540.34	14,283.00	3,240.00	82,063.34	296,205.65	
Apr-11	20,201.00	5,076.11	25,277.11	1,500.00	2,340.00	29,117.11	325,322.76	
May-11	19,470.50	5,792.91	25,263.41	2,500.00	3,960.00	31,723.41	357,046.17	
Jun-11	19,154.96	6,489.46	25,644.42	3,000.00	2,880.00	31,524.42	388,570.59	
Jul-11	17,625.00	2,691.82	20,316.82	1,500.00	1,710.00	23,526.82	412,097.41	
Aug-11	58,432.00	5,282.78	63,714.78	3,000.00	3,330.00	70,044.78	482,142.19	
Sep-11	20,700.00	4,253.46	24,953.46	2,000.00	2,340.00	29,293.46	511,435.65	
2010-2011 Totals	**373,670.56**	**62,487.09**	**436,157.65**	**47,208.00**	**28,070.00**	**511,435.65**		**511,435.65**
Oct-09	2,605.25	2,197.76	4,803.01	0.00	1,950.00	6,753.01	6,753.01	
Nov-09	24,337.98	2,518.11	26,856.09	0.00	1,620.00	28,476.09	35,229.10	
Dec-09	17,897.58	2,459.76	20,357.34	0.00	2,320.00	22,677.34	57,906.44	
Jan-10	24,351.33	1,929.51	26,280.84	0.00	1,800.00	28,080.84	85,987.28	
Feb-10	1,191.33	1,368.20	2,559.53	0.00	1,260.00	3,819.53	89,806.81	
Mar-10	5,621.83	3,705.74	9,327.57	500.00	2,760.00	12,587.57	102,394.38	
Apr-10	4,500.00	8,299.61	12,799.61	1,000.00	2,950.00	16,749.61	119,143.99	
May-10	29,587.00	3,703.34	33,290.34	2,000.00	2,820.00	38,110.34	157,254.33	
Jun-10	16,608.36	5,017.01	21,625.37	10,070.00	1,890.00	33,585.37	190,839.70	
Jul-10	5,583.00	4,096.95	9,679.95	2,500.00	1,350.00	13,529.95	204,369.65	
Aug-10	15,866.00	5,164.69	21,030.69	13,068.80	2,250.00	36,349.49	240,719.14	
Sep-10	35,556.50	2,375.07	37,931.57	0.00	0.00	37,931.57	278,650.71	
2009-2010 Totals	**183,706.16**	**42,835.75**	**226,541.91**	**29,138.80**	**22,970.00**	**278,650.71**		**278,650.71**
Oct-08	8,226.62	893.85	9,120.47	0.00	2,610.00	11,730.47	11,730.47	
Nov-08	4,047.50	153.22	4,200.72	0.00	2,340.00	6,540.72	18,271.19	
Dec-08	6,768.75	2,091.65	8,860.40	0.00	2,700.00	11,560.40	29,831.59	
Jan-09	1,000.00	667.86	1,667.86	0.00	2,770.00	4,437.86	34,269.45	

MONTH	FINES	COSTS	Total fines and Costs	ATF FEES	FEMA INSP	TOTAL ALL	CUMULATIVE TO DATE	TOTAL ALL
Feb-09	31,413.26	1,493.71	32,906.97	0.00	2,070.00	34,976.97	69,246.42	
Mar-09	21,275.00	1,082.51	22,357.51	0.00	2,770.00	25,127.51	94,373.93	
Apr-09	7,996.37	531.28	8,527.65	0.00	2,830.00	11,357.65	105,731.58	
May-09	101,604.72	5,039.96	106,644.68	0.00	2,170.00	108,814.68	214,546.26	
Jun-09	15,682.82	4,887.75	20,570.57	0.00	1,980.00	22,550.57	237,096.83	
Jul-09	25,378.25	1,999.07	27,377.32	0.00	1,710.00	29,087.32	266,184.15	
Aug-09	21,447.00	3,303.99	24,750.99	0.00	1,610.00	26,360.99	292,545.14	
Sep-09	12,252.82	2,744.00	14,996.82	0.00	1,440.00	16,436.82	308,981.96	
2008-2009 Totals	**257,093.11**	**24,888.85**	**281,981.96**	**0.00**	**27,000.00**	**308,981.96**		**308,981.96**
Oct-07	7,570.00	725.00	8,295.00	0.00	50.00	8,345.00	8,345.00	
Nov-07	6,500.50	500.00	7,000.50	0.00	1,350.00	8,350.50	16,695.50	
Dec-07	1,660.35	618.50	2,278.85	0.00	1,980.00	4,258.85	20,954.35	
Jan-08	1,657.00	100.00	1,757.00	0.00	2,610.00	4,367.00	25,321.35	
Feb-08	9,000.00	300.00	9,300.00	0.00	2,250.00	11,550.00	36,871.35	
Mar-08	33,105.50	400.00	33,505.50	0.00	2,880.00	36,385.50	73,256.85	
Apr-08	3,118.50	738.53	3,857.03	0.00	3,510.00	7,367.03	80,623.88	
May-08	8,425.00	526.04	8,951.04	0.00	3,140.00	12,091.04	92,714.92	
Jun-08	14,100.00	170.71	14,270.71	0.00	3,960.00	18,230.71	110,945.63	
Jul-08	1,350.00	135.02	1,485.02	0.00	2,230.00	3,715.02	114,660.65	
Aug-08	8,000.00	600.00	8,600.00	0.00	2,980.00	11,580.00	126,240.65	
Sep-08	6,212.50	200.83	6,413.33	0.00	2,250.00	8,663.33	134,903.98	
2007-2008 Totals	**100,699.35**	**5,014.63**	**105,713.98**	**0.00**	**29,190.00**	**134,903.98**		**134,903.98**
Oct-06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Nov-06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Dec-06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Jan-07	10,918.00	1,500.00	12,418.00	0.00	0.00	12,418.00	12,418.00	
Feb-07	1,500.00	1,823.55	3,323.55	0.00	0.00	3,323.55	15,741.55	
Mar-07	2,150.00	1,001.95	3,151.95	0.00	0.00	3,151.95	18,893.50	
Apr-07	4,017.70	902.70	4,920.40	0.00	0.00	4,920.40	23,813.90	
May-07	21,060.00	900.00	21,960.00	0.00	0.00	21,960.00	45,773.90	
Jun-07	1,250.00	3,585.00	4,835.00	0.00	0.00	4,835.00	50,608.90	
Jul-07	8,399.98	1,207.50	9,607.48	0.00	0.00	9,607.48	60,216.38	
Aug-07	7,640.00	1,600.00	9,240.00	0.00	0.00	9,240.00	69,456.38	
Sep-07	12,157.00	1,000.00	13,157.00	0.00	0.00	13,157.00	82,613.38	
2007 Totals	**69,092.68**	**13,520.70**	**82,613.38**	**0.00**	**0.00**	**82,613.38**		**82,613.38**

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: P2
2023-3822

BULK ITEM: No

DEPARTMENT: Risk Management

TIME APPROXIMATE:
N/A

STAFF CONTACT: Gaelan Jones

AGENDA ITEM WORDING: Approval to purchase Professional Liability coverage for Air Flight Nurses and the Medical Examiner for a cost of $31,000.

ITEM BACKGROUND:
The County's Professional Liability policy for its Flight Nurses and Medical Examiner expires on May 1, 2025. The County is required to have this policy because its primary liability specifically excludes healthcare services rendered by nurses. The current policy is provided by Markel Insurance Company and has a per incident limit of $1,000,000, an annual aggregate of $3,000,000, and no deductible. Coverage is provided on a "Claims Made" basis with a retroactive date of 4/26/2007. The annual premium for the expiring policy is $29,272.

Markel has agreed to renew the coverage with terms and conditions with the expiring policy for an annual premium of $31,000. This represents an increase of 5.9%. This is considered a reasonable increase under current market conditions. This renewal would extend coverage by an additional one-year term, beginning May 1, 2025 and expiring May 1, 2026.

PREVIOUS RELEVANT BOCC ACTION:
On April 17, 2024 BOCC approved to accept proposal for Professional Liability for Air Flight Nurses and Medical Examiner from Markel Insurance through agent Marsh.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A.

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

Quote.pdf
SpecimenPolicy.pdf

FINANCIAL IMPACT:
Effective Date: 5/1/25
Expiration Date: 4/30/26
Total dollar value of contract: $31,000
Budgeted: Yes

Healthcare risk solutions quote

General information

Coverage: Specified Medical Professions

Date	03/07/2025	Deal number	5719846-1
Producer	Marsh USA, LLC	Attention	Andrew Barakat
From	Jonathan Matteo	Issuing company	Evanston Insurance Company, a Surplus Lines Company
Applicant	Monroe County Board of County Commissioners 1111 12th Street Ste 408 Key West, FL - 33040-3005	Quote expiration	Thirty (30) days, or if this is the issuing company's renewal, the policy expiration date
Effective date	05/01/2025	Expiration date	05/01/2026
Commission	15.00%		

Quote limits and pricing

	Option 1
Premium	**$31,000**
Defense	Outside Limits
Professional liability (claims made)	
Limits of liability Each claim Aggregate	 $1,000,000 $3,000,000
Each claim deductible	$0
Retroactive date	04/26/2007
Professional services	Nurses Staffing Services for Helicopter Transport
Additional coverages	
Sexual acts liability Each claim Aggregate Deductible (each claim) Retroactive date	 $1,000,000 $3,000,000 $0 04/26/2007

Combined aggregate limit of liability
Insuring agreements designated below by "X" (☒) share the combined aggregate limit of liability.

	Option 1
Combined aggregate limit of liability	$3,000,000
Professional liability	☐
General liability	☐
None	☒

Coverage highlights
Sexual Abuse
Claims Expenses in Addition

Premium for Extended Reporting Period
1 year(s) at 150% | 2 year(s) at 175% | 3 year(s) at 200% of the total premium.

Subjectivities

Terms are subject to receipt, review and acceptance of the following, by an underwriter of Evanston Insurance Company, a Surplus Lines Company, prior to binding coverage.

1. Certificate of Insurance for Helicopter transport services
2. Markel Application Acceptance Supplement - fully completed, signed, and dated.
3. -Certificate of Insurance for Physicians or contracted providers at same limit or greater than $1M a
   - Confirmation they are not providing care to living patients.
4. 5 years currently valued loss runs for the medical examiner with CV.

Conditions

1. The broker is responsible for all surplus lines filings and taxes.
2. This quotation is subject to the underwriter's receipt, review, and acceptance of the contingencies requested above. The underwriter reserves the right to change any terms based upon review of the requested subjectivities.
3. The Billing Company will be Markel Service, Incorporated.
4. The terms and conditions of this indication/quote may differ materially from those requested in your submission. We will, upon request, provide sample policy forms for your review prior to binding.
5. This quotation is valid for thirty days from the original date of first quotation or until proposed effective date, whichever is earlier.

Coverage forms and endorsements

MJIL 1000 08 10	Signature Page
MPIL 1006-FL 01 10	Florida Policy Holder Notice
MPIL 1007 01 20	Privacy Notice
MPIL 1083 04 15	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
MDIL 1001 08 10	Forms Schedule
MDSM 5013 02 20	Dec Spec Med Professions Insurance Policy
MESM 5010 02 20	Spec Medical Professions Profes Liab Ins Cov Part
MESM 5100 02 20	Common Policy Conditions
MEIL 5200-25% 07 04	Minimum Earned Premium Endorsement
MEIL 5229 09 10	Longer Duration Extended Report Period Availability
MESM 2001 03 14	Amendment of Insured B - Addition of Physician Active Named Physician, Surgeon, Dentist or Podiatrist: Dr. Michael Steckbauer Active Named Physician, Surgeon, Dentist or Podiatrist Retroactive Date: 5/1/24 Departed Named Physician, Surgeon, Dentist or Podiatrist: NA Departed Named Physician, Surgeon, Dentist or Podiatrist Retroactive Date: NA

MESM 2004 10 12	Claim Exp in Add to Each Claim Limit of Liab
MESM 2074-FL 11 12	Consent to Settlement - Florida
MESM 2144 02 20	Sexual Acts Liability Scheduled Deductible And Retroactive Date
MESM 2147 05 20	Changes - Multiple Insureds, Claims And Claimants
MESM 3029 10 19	Exclusion - Correctional Medicine
MESM 3041 02 23	Exclusion – Cyber Incident
MIL 1214 09 17	Trade or Economic Sanctions



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INSURANCE POLICY

Coverage afforded by this policy is provided by the Company (Insurer) and named in the Declarations.

In **Witness Whereof**, the company (insurer) has caused this policy to be executed and attested and countersigned by a duly authorized representative of the company (insurer) identified in the Declarations.

Secretary	**President**

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FLORIDA POLICYHOLDER NOTICE

"THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER."

"SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY."

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PRIVACY NOTICE

U. S. Consumer Privacy Notice Rev. 1/1/2020

FACTS	WHAT DOES MARKEL GROUP OF COMPANIES REFERENCED BELOW (INDIVIDUALLY OR COLLECTIVELY REFERRED TO AS "WE", "US", OR "OUR") DO WITH YOUR PERSONAL INFORMATION?
Why?	In the course of Our business relationship with you, We collect information about you that is necessary to provide you with Our products and services. We treat this information as confidential and recognize the importance of protecting it. Federal and state law gives you the right to limit some but not all sharing of your personal information. Federal and state law also requires Us to tell you how We collect, share, and protect your personal information. Please read this notice carefully to understand what We do.
What?	The types of personal information We collect and share depend on the product or service you have with Us. This information can include: • your name, mailing and email address(es), telephone number, date of birth, gender, marital or family status, identification numbers issued by government bodies or agencies (i.e.: Social Security number or FEIN, driver's license or other license number), employment, education, occupation, or assets and income from applications and other forms from you, your employer and others; • your policy coverage, claims, premiums, and payment history from your dealings with Us, Our Affiliates, or others; • your financial history from other insurance companies, financial organizations, or consumer reporting agencies, including but not limited to payment card numbers, bank account or other financial account numbers and account details, credit history and credit scores, assets and income and other financial information, or your medical history and records. Personal information does not include: • publicly-available information from government records; • de-identified or aggregated consumer information. When you are no longer Our customer, We continue to share your information as described in this Notice as required by law.
How?	All insurance companies need to share customers' personal information to run their everyday business. In the section below, We list the reasons financial companies can share their customers' personal information; the reasons We choose to share; and whether you can limit this sharing. We restrict access to your personal information to those individuals, such as Our employees and agents, who provide you with insurance products and services. We may disclose your personal information to Our Affiliates and Nonaffiliates (1) to process your transaction with Us, for instance, to determine eligibility for coverage, to process claims, or to prevent fraud, or (2) with your written authorization, or (3) otherwise as permitted by law. We do not disclose any of your personal information, as Our customer or former customer, except as described in this Notice.

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Reasons We can share your personal information	Do We share?	Can you limit this sharing?
For Our everyday business purposes and as required by law – such as to process your transactions, maintain your account(s), respond to court orders and legal/regulatory investigations, to prevent fraud, or report to credit bureaus	Yes	No
For Our marketing purposes – to offer Our products and services to you	Yes	No
For Joint Marketing with other financial companies	Yes	No
For Our Affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For Our Affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For Our Affiliates to market you	No	We don't share
For Nonaffiliates to market you	No	We don't share
Questions? Call (888) 560-4671 or email privacy@markel.com		

Who We are	
Who is providing this Notice?	A list of Our companies is located at the end of this Notice.

What We do	
How do We protect your personal information?	We maintain reasonable physical, electronic, and procedural safeguards to protect your personal information and to comply with applicable regulatory standards. For more information, visit www.markel.com/privacy-policy.
How do We collect your personal information?	We collect your personal information, for example, when you • complete an application or other form for insurance • perform transactions with Us, Our Affiliates, or others • file an insurance claim or provide account information • use your credit or debit card We also collect your personal information from others, such as consumer reporting agencies that provide Us with information such as credit information, driving records, and claim histories.
Why can't you limit all sharing of your personal information?	Federal law gives you the right to limit only • sharing for Affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • sharing for Nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the Other Important Information section of this Notice for more on your rights under state law.

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Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our Affiliates include member companies of Markel Group.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • Nonaffiliates that We can share with can include financial services companies such as insurance agencies or brokers, claims adjusters, reinsurers, and auditors, state insurance officials, law enforcement, and others as permitted by law.
Joint Marketing	A formal agreement between Nonaffiliated companies that together market financial products or services to you. • Our Joint Marketing providers can include entities providing a service or product that could allow Us to provide a broader selection of insurance products to you.

Other Important Information
For Residents of AZ, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, and VA: Under state law, under certain circumstances you have the right to access and request correction, amendment or deletion of personal information that We have collected from or about you. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We may charge a reasonable fee to cover the costs of providing this information. We will let you know what actions We take. If you do not agree with Our actions, you may send Us a statement.
For Residents of CA: You have the right to review, make corrections, or delete your recorded personal information contained in Our files. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We do not and will not sell your personal information. For the categories of personal information We have collected from consumers within the last 12 months, please visit: www.markel.com/privacy-policy.
For Residents of MA and ME: You may ask, in writing, for specific reason, for an adverse underwriting decision.
Markel Group of Companies Providing This Notice: City National Insurance Company, Essentia Insurance Company, Evanston Insurance Company, FirstComp Insurance Company, Independent Specialty Insurance Company, National Specialty Insurance Company, Markel Bermuda Limited, Markel American Insurance Company, Markel Global Reinsurance Company, Markel Insurance Company, Markel International Insurance Company Limited, Markel Service, Incorporated, Markel West, Inc. (d/b/a in CA as Markel West Insurance Services), Pinnacle National Insurance Company, State National Insurance Company, Inc., Superior Specialty Insurance Company, SureTec Agency Services, Inc. (d/b/a in CA as SureTec Agency Insurance Services), SureTec Indemnity Company, SureTec Insurance Company, United Specialty Insurance Company, Inc.

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U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

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No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – https://www.treasury.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

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MARKEL

POLICY NUMBER:

FORMS SCHEDULE

FORM NUMBER	FORM NAME

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MARKEL

DECLARATIONS – SPECIFIED MEDICAL PROFESSIONS INSURANCE POLICY

Claims Made: Under certain Coverage Parts of this policy, the coverage afforded is limited to liability for only those Claims that are first made against the Insured during the Policy Period or the Extended Reporting Period, if exercised, and reported to the Company pursuant to the terms herein. Refer to each Coverage Part's opening page to determine if that Coverage Part is Claims Made.

Notice: All Coverage Part of this policy contain provisions that reduce the limits of liability stated in the policy by the costs of legal defense and permit legal defense costs to be applied against the deductible, unless otherwise endorsed. Please read the policy carefully.

POLICY NUMBER: RENEWAL OF POLICY:

1. NAMED INSURED:

2. BUSINESS ADDRESS: ,

3. POLICY PERIOD: From to
12:01 A.M. Standard Time at address of Insured stated above

4. PROFESSIONAL SERVICES AND SPECIFIED PRODUCTS, GOODS, OPERATIONS OR PREMISES:

A. Professional Services: Not Purchased

B. Specified Products, Goods, Operations or Premises:Not Purchased

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE COMPANY AGREES WITH THE NAMED INSURED TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Producer Number, Name and Address
,

SPECIMEN

6. PREMIUM FOR POLICY PERIOD:

Minimum
Deposit

7. RATE:

PREMIUM BASE:

8. PREMIUM FOR EXTENDED REPORTING PERIOD:

9. The Insured is not a proprietor, superintendent, executive officer, director, partner, trustee or employee of any hospital, sanitarium, clinic with bed-and-board facilities, laboratory, or any business enterprise not named in Item 1. hereinabove, except as follows:

None

10. ENDORSEMENTS ATTACHED AT POLICY INCEPTION:
See MDIL 1001 08 10 attached.

11. NOTICES:

Notices required to be provided to the Company under this policy shall be by email, fax or mail addressed to:

CLAIM OR DISCOVERY CLAUSE NOTICES:

Markel Claims
P.O. Box 2009
Glen Allen, VA 23058-2009
Phone: 800-362-7535 (800) 3MARKEL
Fax: 855-662-7535 (855) 6MARKEL
Email: newclaims@markel.com

ALL OTHER NOTICES:

,
Telephone:
Fax:

These declarations, together with the Common Policy Conditions, Coverage Part(s), any Endorsement(s) and any application(s) complete the above numbered policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART

THIS IS A CLAIMS MADE COVERAGE PART. PLEASE READ IT CAREFULLY.

THE INSURED 2
INSURING AGREEMENT 2
DEFINITIONS 3
THE EXCLUSIONS 4
TERRITORY 6
LIMITS OF LIABILITY 6
DEFENSE AND CLAIM EXPENSES 7
CLAIMS 7
EXTENDED REPORTING PERIOD 8

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SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART

THIS IS A CLAIMS MADE COVERAGE PART. PLEASE READ IT CAREFULLY.

In consideration of the premium paid, the undertaking of the Named Insured to pay the Deductible as described herein and in the amount stated in the Declarations, in reliance upon the statements in the application attached hereto and made a part hereof and the underwriting information submitted on behalf of the Insured, and subject to all the terms, conditions and limitations of this policy, the Company and the Insured agree as follows:

THE INSURED

The unqualified word "Insured," either in the singular or plural, means:

A. The Named Insured which is herein defined as the person(s) or organization(s) stated in Item 1. of the Declarations;

B. Any past or current principal, partner, officer, director, Employee or Volunteer Worker of the Named Insured solely while acting on behalf of the Named Insured and within the scope of their duties as such; provided, however, this insurance shall not apply to any Claim made against any Insured who is a physician, surgeon, dentist or podiatrist arising out of the rendering of or failure to render Professional Services in his/her capacity as a physician, surgeon, dentist or podiatrist;

C. If the Named Insured is a limited liability company, any past or current manager thereof, solely while acting on behalf of the Named Insured and within the scope of their duties as manager of such limited liability company and any past or current member thereof, solely while acting on behalf of the Named Insured and within the scope of their duties as a member of such limited liability company;

D. Any medical director solely while acting on behalf of the Named Insured and solely within the scope of his/her Administrative Duties as such; provided, however, this insurance shall not apply to any Claim made against any medical director who is a physician, surgeon, dentist or podiatrist arising out of the rendering of or failure to render Professional Services in his/her capacity as a physician, surgeon, dentist or podiatrist;

E. Any student enrolled in a training program in connection with the Named Insured’s Professional Services solely while acting within the scope of his/her duties as such and at the Named Insured’s direction;

F. The heirs, executors, administrators, assigns and legal representatives of each Insured above in the event of death, incapacity or bankruptcy of such Insured, but only for each such Insured’s liability as is otherwise covered herein.

INSURING AGREEMENT

A. **Professional Liability and Claims Made Clause:** The Company shall pay on behalf of the Insured all sums in excess of the Deductible amount stated in the Declarations, which the Insured shall become legally obligated to pay as Damages as a result of a Claim first made against the Insured during the Policy Period or during the Extended Reporting Period, if exercised, and reported to the Company pursuant to Section CLAIMS A., Claim Reporting Provision, for Professional Personal Injury:

1. By reason of any act, error or omission in Professional Services arising out of the conduct of the Insured's Professional Services rendered or that should have been rendered by an Insured; or

2. By reason of any act, error or omission in Professional Services arising out of the conduct of the Insured's Professional Services rendered or that should have been rendered by a natural person, who is not and shall not be an Insured hereunder, and through whose acts the Insured controls the provider-patient relationship as of the time of such act, error or omission;

provided:

a. The act, error or omission happens during the Policy Period or on or after the Retroactive Date stated in the Declarations and before the end of the Policy Period; and

b. Prior to the effective date of this policy the Insured had no knowledge of such act, error or omission or any fact, circumstance, situation or incident which may lead a reasonable person in the Insured’s position to conclude that a Claim was likely.

DEFINITIONS

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A. **Administrative Duties** means establishing medical protocol, serving on a standards review, peer review, or credentialing committee or similar professional board or committee of the Named Insured; provided, however, Administrative Duties shall not include:

1. Rendering or failure to render Professional Services by a medical director which results in Professional Personal Injury; or

2. Rendering or failure to render specific medical direction for a natural person receiving Professional Services via telecommunications to other healthcare professionals.

B. **Claim** means the Insured's receipt of:

1. A written demand for Damages or Professional Services; or

2. The service of suit or institution of arbitration proceedings against the Insured seeking Damages.

C. **Claim Expenses** means reasonable and necessary amounts incurred by the Company or by the Insured with the prior written consent of the Company in the defense of that portion of any Claim for which coverage is afforded under this Coverage Part, including costs of investigation, court costs, costs of bonds to release attachments and similar bonds, but without any obligation of the Company to apply for or furnish any such bonds, and costs of appeals; provided, however, Claim Expenses shall not include:

1. Salary, wages, overhead, or benefit expenses of or associated with Employees or officials of the Named Insured or employees or officials of the Company; or

2. Salary, wages, administration, overhead, benefit expenses, or charges of any kind attributable to any in-house counsel or captive out-of-house counsel for the Named Insured or the Company.

D. **Damages** means the monetary portion of any judgment, award or settlement; provided, however, Damages shall not include:

1. Punitive or exemplary damages or multiplied portions of damages in excess of actual damages, including trebling of damages;

2. Taxes, criminal or civil fines, or attorneys' fees of a party other than an Insured or other penalties imposed by law;

3. Sanctions;

4. Matters which are uninsurable under the law pursuant to which this Coverage Part shall be construed;

5. The return, withdrawal, reduction or restitution or payment of fees, profits or charges for services or consideration and/or any expenses paid to the Insured; or

6. The cost of complying with an award or order for declaratory, equitable or injunctive relief or remedy.

E. **Employee** means any natural person while in the regular service of the Named Insured in the ordinary course of the Named Insured's business and whom the Named Insured compensates by salary, wages or commissions and has the right to govern and direct the performance of such service. Employee includes a Leased Worker but does not include any Temporary Worker or independent contractor.

F. **Leased Worker** means any natural person leased to the Named Insured by a labor leasing organization, under an agreement between the Named Insured and the labor leasing organization, to perform duties related to the conduct of the Named Insured's business and which are at the Insured's direction. Leased Worker does not include a Temporary Worker.

G. **Policy Period** means the period form the inception date of this policy to the policy expiration date stated in Item 3. of the Declarations, or the effective date of any earlier cancellation or termination.

H. **Professional Personal Injury** means:

1. Any bodily injury, mental injury, sickness, disease, emotional distress or mental anguish, including death resulting therefrom of any natural person receiving Professional Services arising out of an act, error or omission in Professional Services rendered or that should have been rendered;

2. False arrest, detention or imprisonment, or malicious prosecution of any natural person receiving Professional Services, except when inflicted by, at the direction of, or with the consent or acquiescence of the Insured who has predetermined to commit such act, or allowed such act to have been committed; or

SPECIMEN

3. The publication or utterance of a libel or slander concerning a natural person receiving Professional Services or a publication or an utterance in violation of such person's right to professional confidence, except when published or uttered by, at the direction of, or with the consent or acquiescence of the Insured who has predetermined to commit such act, or allowed such act to have been committed.

I. **Professional Services** means those services stated in Item 4. of the Declarations.

J. **Temporary Worker** means any natural person who is furnished to the Named Insured to substitute for a permanent Employee on leave or to meet seasonal or short-term work load requirements.

K. **Volunteer Worker** means any natural person who is not an Employee of the Named Insured and who donates his/her work at the direction of and within the scope of duties determined by the Named Insured and is not paid a fee, salary or other compensation by the Named Insured or by anyone else for such work performed for the Named Insured.

THE EXCLUSIONS

This Coverage Part does not apply to:

A. Any act, error or omission in Professional Services rendered or that should have been rendered or Professional Personal Injury committed in violation of any law or ordinance;

B. Any Claim based upon or arising out of any dishonest, fraudulent, criminal, malicious, knowingly wrongful, deliberate, or intentional acts, errors or omissions committed by or at the direction of the Insured;

C. Any administrative or judicial hearings pertaining to Medicare/Medicaid fraud or any other hearing initiated against an Insured by the United States Department of Health & Human Services (HHS) or by an utilization or quality review organization under contract with HHS; provided, however, this exclusion shall not apply to HHS proceedings that allege the violation of the Emergency Medical Treatment and Labor Act;

D. Any Claim based upon or arising out of the invasion, infringement or interference of the right of privacy arising from the use, visitation of, posting or browsing of any blog, bulletin board services, chat room, web site or other internet form or URL;

E. Any Claim based upon or arising out of the gathering, use or dissemination of personal information in any form including but not limited to any violation of the Health Insurance Portability and Accountability Act of 1996 (HIPAA);

F. Any Claim based upon or arising out of any unlawful discrimination by any Insured;

G. Any Claim based upon or arising out of any act, error or omission committed or alleged to have been committed by the Insured that in any manner relates to or arises out of the actual, alleged or threatened discharge, dispersal, release, escape or existence of pollutants, hazardous substances, toxic substances or substances which in any manner impair or allegedly impair the environment or which result in bodily injury or property damage;

H. Any liability arising out of the Insured's activities in his/her capacity as proprietor, superintendent, executive officer, director, partner, trustee or employee of any hospital, sanitarium, clinic with bed-and-board facilities, laboratory or business enterprise, or any governmental body, sub-division or agency not named as an Insured under this policy unless such activities are disclosed in the application and covered by endorsement to this policy;

I. Any Claim based upon or arising out of any liability of others assumed by the Insured under any contract or agreement; unless such liability would have attached to the Insured even in the absence of the contract or agreement;

J. Any Claim arising out of general liability, or goods or products manufactured, sold, handled or distributed by the Insured or by others trading under an Insured's name;

K. Any liability arising out of the ownership, maintenance, operation, use, loading or unloading of any vehicle, watercraft or aircraft;

L. Any Claim based upon or arising out of any sexual act, including without limitation sexual intimacy (even if consensual), sexual contact, sexual advances, requests for sexual favors, sexual molestation, sexual assault, sexual abuse, sexual harassment, sexual exploitation or other verbal or physical conduct of a sexual nature; provided, however, the Company agrees to defend the Named Insured for such a Claim for the strictly vicarious liability of the Named Insured, unless a manager, supervisor, officer, director, trustee or partner of the Named Insured:

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1. Knew or should have known about the sexual act allegedly committed by the Insured but failed to prevent or stop it; or

2. Knew or should have known that the Insured who allegedly committed the sexual act had a prior history of such sexual misconduct act;

The Company shall not pay Damages on behalf of the Named Insured for such a Claim.

M. Injury arising out of the performance of a criminal act or caused by an Insured while under the influence of intoxicants or narcotics;

N. Any Claim based upon, arising out of, or in any way involving:

1. The employment relationship or the nature, terms or conditions of employment or any workplace tort brought by or on behalf of any Employee, former Employee, prospective employee, independent contractor or consultant of the Insured or to Professional Personal Injury to, or sickness, disease or death of any Employee of the Insured arising out of, and in the course of his/her employment by the Insured;

2. Any obligation of the Insured under any workers' compensation, unemployment compensation or disability benefits law or under any similar law; or

3. Any actual or alleged violation of the Employee Retirement Income Security Act of 1974, or any other similar federal, state or common law or any amendments thereto;

O. Any Claim based upon or arising out of:

1. The dispensing of or the use of any drug or device whose approval for use was withdrawn by the U.S. Food and Drug Administration (FDA) at the time such drug or device was used or dispensed;

2. Use, administration or prescription of any drug, pharmaceutical, medical device or procedure which has not received final approval by the FDA for treatment of humans or which is not used, administered or prescribed as part of an FDA approved study;

P. Any Claim based upon or arising out of a warranty or guarantee of cure or success of treatment which is alleged to have arisen out of an advertisement;

Q. Any Claim based upon or arising out of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C., Section 1961, et seq.;

R. Any Claim based upon or arising out of the disarming or disabling of any alarms or monitoring devices of medical equipment;

S. Any Claim based upon or arising out of:

1. The failure to maintain medical records in their original condition;

2. Creating, altering, amending or modifying medical records;

3. Improperly disposing of medical records;

4. The failure to maintain the privacy and security of medical records or private personal information;

T. Any Claim made against the Insured:

1. By any person or organization or its subrogee, assignee, contractor, subcontractor, or parent company, subsidiary, division or affiliated company which was or is operated, managed, owned or otherwise controlled, whether directly or indirectly, or in whole or in part, by an Insured or parent company or any subsidiary, division or affiliated organization; or

2. By or on behalf of any Insured under this policy; provided, however, this exclusion shall not apply to any Claim made against any Insured arising out of the rendering of or failure to render Professional Services by the Insured or by any person for whose acts, errors or omissions the Insured is legally responsible, if such Insured is a natural person receiving Professional Services;

U. Any Claim based upon or arising out of:

1. Any allegations of price fixing, unfair competition or trade practices;

2. A dispute over fees, income or revenue;

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3. The inducement to enter into, the interference with or the dissolution or termination of any business or economic relationship; or

4. Violations of any federal, state or local law (including but not limited to Title 15 of the United States Code or any similar state statute) that prohibits the unlawful restraint of trade, business or profession;

V. Any Claim based upon or arising out of any violation of:

1. The Telephone Consumer Protection Act of 1991 (TCPA) and amendments thereto or any similar or related federal, state or local statute, law, rule, ordinance or regulation;

2. The CAN-SPAM Act of 2003 and amendments thereto or any similar or related federal or state statute, law, rule, ordinance or regulation;

3. The Fair Credit Reporting Act (FCRA) and amendments thereto or any similar or related federal, state or local statute, law, rule, ordinance or regulation, including the Fair and Accurate Credit Transactions Act of 2003 (FACTA); or

4. Any other statute, law, rule, ordinance or regulation that addresses, prohibits or limits the dissemination, sending, transmitting, communication, printing, disposal, collection, recording or distribution of information or other material;

W. Any Claim based upon or arising out:

1. Any disciplinary proceeding against the Insured conducted by any regulatory body, disciplinary board or governmental agency; or

2. Any federal or state inquiry or review involving an Insured's professional licensure; or

X. Any Claim brought under any other Coverage Part of this policy.

TERRITORY

The insurance afforded applies worldwide, provided the Claim is made in the United States of America, its territories or possessions or Puerto Rico.

LIMITS OF LIABILITY

A. **Limit of Liability-Each Claim:** For Professional Liability, the total liability of the Company for the combined total of Damages and Claim Expenses for each Claim first made against the Insured during the Policy Period or the Extended Reporting Period, if exercised, shall not exceed the Limit of Liability stated in the Declarations as applicable to Each Claim.

B. **Limit of Liability-Coverage Part Aggregate:** Subject to the above Section LIMITS OF LIABILITY A., for Professional Liability, the total liability of the Company shall not exceed the Coverage Part Aggregate Limit of Liability as stated in the Declarations for all Damages and Claim Expenses arising out of all Claims first made against the Insured during the Policy Period and the Extended Reporting Period, if exercised.

C. **Limit of Liability-Reduction for Refusal to Settle:** The Company shall not settle any Claim without the consent of the Insured. If, however, the Insured is a partnership, professional association, professional corporation or limited liability company, the written consent of an Insured who was formerly but is no longer a member of the partnership, professional association or limited liability company or director, officer, stockholder or employee of a professional corporation will not be required, provided the written consent of the corporate directors, officers, stockholders or employees of a professional corporation, or their duly appointed representatives, has been obtained. If, however, the Insured shall refuse to consent to any settlement recommended by the Company and shall elect to contest the Claim or continue any legal proceedings in connection with such Claim, then the Company's liability for the Claim shall not exceed the amount for which the Claim could have been so settled including Claim Expenses incurred up to the date of such refusal. Such amounts are subject to the provisions of the above Limits of Liability A. and B.

D. **Deductible:** For Professional Liability, the Deductible amount stated in the Declarations shall be paid by the Named Insured and shall be applicable to each Claim and shall include Damages and Claim Expenses, whether or not Damages payments are made.

Such amounts shall, upon written demand by the Company, be paid by the Named Insured within ten (10) days. The total payments requested from the Named Insured in respect of each Claim shall not exceed the Deductible amount stated in the Declarations.

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The determination of the Company as to the reasonableness of the Claim Expenses shall be conclusive on the Named Insured.

E. **Multiple Insureds, Claims and Claimants:** The inclusion herein of more than one Insured in any Claim or the making of Claims by more than one person or organization shall not operate to increase the Limits of Liability stated in the Declarations. More than one Claim arising out of a single act, error or omission or a series of related acts, errors or omissions shall be considered a single Claim. All such Claims, whenever made, shall be deemed to be first made on the date on which the earliest Claim arising out of such act, error or omission is made, or with regard to written notice given to and accepted by the Company pursuant to Section CLAIMS B., Discovery Clause, on the date within the Policy Period on which such written notice of potential Claim is first received by the Company.

DEFENSE AND CLAIM EXPENSES

A. **Defense and Investigation of Claims:** The Company shall have the right and duty to defend and investigate any Claim to which coverage under this Coverage Part applies pursuant to the following provisions:

1. Claim Expenses incurred in defending and investigating such Claim shall be a part of and shall not be in addition to the Professional Liability Limits of Liability stated in the Declarations. Such Claim Expenses shall reduce the Limits of Liability and shall be applied against the Deductible. The Company shall have no obligation to pay any Damages or to defend or continue to defend any Claim or to pay Claim Expenses after the Professional Liability Limits of Liability stated in the Declarations have been exhausted by payment(s) of Damages and/or Claim Expenses.

2. The Company shall select defense counsel; provided, however, that if the law of the state of the Named Insured's domicile, stated in Item 2. of the Declarations, allows the Insured to control the selection of defense counsel where a conflict of interest has arisen between the Insured and the Company, the Company will provide a list of attorneys or law firms from which the Insured may designate defense counsel who shall act solely in the interest of the Insured, and the Insured shall direct such defense counsel to cooperate with the Company. Such cooperation shall include:

a. Providing on a regular basis, but not less frequently than every three (3) months, written reports on claimed Damages**,** potential liability, progress of any litigation, any settlement demands, or any investigation developments that materially affect the Claim;

b. Providing any other reasonable information requested;

c. Providing fully itemized billing on a periodic basis; and

d. Cooperating with the Company and the Insured in resolving any discrepancies;

and the fees and costs incurred by such defense counsel, including those fees and costs generated by defense counsel's cooperation with the Company, as stated above, shall be included in Claim Expenses. Such Claim Expenses shall be a part of and shall not be in addition to the Professional Liability Limits of Liability stated in the Declarations. Such Claim Expenses shall reduce the Limits of Liability and shall be applied against the Deductible.

CLAIMS

A. **Claim Reporting Provision:** It is a condition precedent to coverage afforded by this Coverage Part that the Insured shall give to the Company written notice as stated in the Notices item of the Declarations as soon as practicable of any Claim first made against the Insured during the Policy Period or the Extended Reporting Period, if exercised.

In the event suit is brought against the Insured, the Insured shall immediately forward to Markel Corporation, P.O. Box 2009, Glen Allen, VA 23058-2009, on behalf of the Company, every demand, notice, summons or other process received by him/her or by his/her representatives.

B. **Discovery Clause:** If during the Policy Period, the Insured first becomes aware of a specific act, error or omission in Professional Services which is reasonably expected to result in a Claim within the scope of coverage of this Coverage Part, then the Insured may provide written notice as stated in the Declarations to the Company containing the information listed below. If such written notice is received by the Company during the Policy Period, then any Claim subsequently made against the Insured arising out of such act, error or omission in Professional Services shall be deemed for the purpose of this insurance to have been first made on the date on which such written notice is received by the Company.

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It is a condition precedent to the coverage afforded by this Discovery Clause that written notice be given to the Company containing the following information:

1. The description of the specific act, error or omission in Professional Services;

2. The date on which such act, error or omission in Professional Services took place;

3. The injury or damage which has or may result from such act, error or omission in Professional Services;

4. The identity of any injured persons; and

5. The circumstances by which the Insured first became aware of such act, error or omission in Professional Services.

Subject to the paragraph hereinabove, if during the Policy Period the Insured provides such written notice of a specific act, error or omission in Professional Services which is reasonably expected to result in a Claim within the scope of coverage of this Coverage Part, the Company at its sole option, may investigate such specific act, error or omission in Professional Services. Such matter shall be subject to all terms, conditions and provisions in this Coverage Part as applicable to a Claim.

EXTENDED REPORTING PERIOD

A. The Named Insured's right to exercise the Extended Reporting Period under this Coverage Part shall exist solely if the Named Insured also exercises its right to purchase the Extended Reporting Period under all Insuring Agreements in the policy for which an Extended Reporting Period is available.

B. If the Named Insured nonrenews this policy in its entirety or cancels this policy in its entirety pursuant to Common Policy Conditions Section A., Cancellation, or if the Company nonrenews this policy in its entirety or cancels this policy in its entirety pursuant to Common Policy Conditions A., Cancellation, for reasons other than nonpayment of premium, Deductible or non-compliance with the terms and conditions of this policy, then the Named Insured shall have the right upon payment of an additional premium calculated at the percentage stated in the Declarations of the adjusted annual premium for the Policy Period, subject to adjustment as per Common Policy Conditions K., Premium and Audit, but in no event less than the percentage stated in the Declarations of the annual minimum premium for the policy, to extend the coverage granted under this Coverage Part, for the period of months stated in the Declarations, as elected by the Named Insured to apply to Claims first made against the Insured during the period of months as elected and reported to the Company pursuant to, Section CLAIMS A., Claim Reporting Provision, following immediately upon the effective date of such cancellation or nonrenewal, for any act, error or omission in Professional Services which happened on or after the applicable Retroactive Date stated in the Declarations and prior to the effective date of such cancellation or nonrenewal and which is otherwise covered by this Coverage Part.

This extended period of coverage months as elected by the Named Insured and described in this paragraph shall be referred to in this policy as the Extended Reporting Period.

If, however, this Coverage Part is immediately succeeded by claims made insurance coverage on which the Professional Liability Retroactive Date is the same as or earlier than that stated in the Declarations of this policy, the succeeding insurance shall be deemed to be a renewal hereof and, in consequence, the Named Insured shall have no right to purchase an Extended Reporting Period.

The quotation of a different premium and/or deductible and/or limit of liability for renewal does not constitute a cancellation or refusal to renew for the purpose of this provision.

This Extended Reporting Period shall not be available when any Insured's license or right to practice his/her profession is revoked, suspended or surrendered.

C. As a condition precedent to the right to purchase the Extended Reporting Period, the Named Insured must have paid:

1. All Deductibles when due;

2. All premiums due for the Policy Period; and

3. All premium and deductible(s), if any, due on any other policy(ies) issued by the Company or any of its affiliated companies in an uninterrupted series of policies of which this policy is a renewal or replacement.

The right to purchase the Extended Reporting Period shall terminate unless a written request for the Extended Reporting Period is received by the Company within thirty (30) days after the effective date of cancellation or

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nonrenewal together with payment of the additional deposit premium for the Extended Reporting Period. If such written request and payment of additional premium for the Extended Reporting Period are not so received by the Company, there shall be no right to purchase the Extended Reporting Period at a later date.

D. The Named Insured shall pay any additional premium that may be due as a result of audit, promptly when due.

E. In the event of the purchase of the Extended Reporting Period the entire premium therefor shall be fully earned at its commencement.

F. The Extended Reporting Period shall not in any way increase the Limits of Liability stated in the Declarations.

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COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

Throughout this policy, the term Company refers to the insurance company providing this insurance.

A. CANCELLATION

This policy may be cancelled by the Named Insured on behalf of all Insureds by mailing to the Company written notice as stated in the Notices item of the Declarations stating when thereafter such cancellation shall be effective. If cancelled by the Named Insured, the Company shall retain the customary short rate proportion of the premium. Payment or tender of unearned premium shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

This policy may be cancelled by the Company by mailing to the Named Insured, at the address stated in the Declarations written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. However, if the Company cancels the policy because the Named Insured has failed to pay a premium or Deductible when due, including premium and deductible(s) due on any other policy(ies) issued by the Company or any of its affiliated companies in an uninterrupted series of policies for which this policy is a renewal or replacement, this policy may be cancelled by the Company by mailing a written notice of cancellation to the Named Insured stating when, not less than ten (10) days thereafter, such cancellation shall be effective. The mailing of notice as aforementioned shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the Policy Period. Such notice shall be conclusive on all Insureds. Delivery of such written notice by the Named Insured or the Company shall be equivalent to mailing. If cancelled by the Company, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter.

B. CHANGE IN CONTROL OF NAMED INSURED

If after the inception date of the policy:

1. The Named Insured is merged into or consolidated with another organization such that it is not the surviving organization, or sells all or substantially all of its assets to another organization or person or group of organizations and/or persons acting in concert;

2. Another organization or person or group of organizations and/or persons acting in concert shall acquire an amount of the voting interest representing more than fifty percent (50%) of the voting rights for the election or appointment of directors or trustees of the Named Insured, or acquires the voting rights of such an amount of such interest; or

3. A receiver, liquidator, conservator, trustee or similar official is appointed with respect to the Named Insured;

no coverage shall be afforded under this policy unless:

a. Written notice of such transaction or event is given to the Company by the Named Insured as soon as practicable, but in no event later than thirty (30) days after such transaction or event, including complete details of the nature of such transaction or event and the other organization, person, group of organizations, persons acting in concert, receiver, liquidator, conservator, trustee and/or similar official appointed with respect to the Named Insured;

b. The Named Insured submits such additional information in connection therewith as the Company may deem necessary;

c. The Company, at its sole discretion, agrees to continue coverage by written endorsement to the policy; and

d. The Named Insured agrees to accept any special terms, conditions, exclusions or additional premium charge as may be required by the Company.

C. REPRESENTATIONS

By acceptance of this policy, the Insureds agree as follows:

1. That the information and statements contained in the application(s) are the basis of this policy and are to be considered as incorporated into and constituting a part of this policy; and

2. That the information and statements contained in the application(s) are their representations, that they shall be deemed material to the acceptance of the risk or hazard assumed by the Company under this policy, and that this policy is issued in reliance upon the truth of such representations.

D. ENTIRE AGREEMENT

The Declarations, Common Policy Conditions, Coverage Part(s), the application(s) and any written endorsements attached hereto shall be deemed to be a single unitary contract.

E. OTHER INSURANCE

This insurance shall be in excess of the applicable Deductible stated in the Declarations and any other insurance available to the Insured whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as a specific excess insurance over the Limits of Liability provided in this policy.

If any Claim under this policy is also covered by one or more policies issued by the Company or any of its affiliated companies affording coverage to the Named Insured or to any organization or person who controls, is controlled by, or is affiliated by common control with the Named Insured unless such other insurance is written only as specific excess insurance or umbrella insurance over the Limits of Liability provided in this policy, then with respect to such Claim:

1. The Limit of Liability available under this policy will be equal to the percentage that this policy's available Limit of Liability bears to the total combined Limits of Liability available under all applicable policies; and

2. The total Limit of Liability available for such Claim shall not exceed the greater/est available Limit of Liability remaining on all such policies and its payment shall extinguish the Company's and its affiliated companies' liability on all such policies for such Claim.

F. CHANGES

Notice to any agent or knowledge possessed by any agent or other person acting on behalf of the Company shall not effect a waiver or a change in any part of this policy and shall not estop the Company from asserting any right under the terms of the policy. The terms of this policy shall not be waived or changed, except by written endorsement issued to form a part of this policy, and this policy embodies all agreements existing between the Insureds and the Company or any of its agents relating to this insurance.

G. ASSIGNMENT OF INTEREST

Assignment of interest under this policy shall not bind the Company unless its consent is endorsed hereon.

H. SUBROGATION

In the event of any payment under this policy, the Company shall be subrogated to the right of recovery of all Insureds to the extent of such payment. The Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after the Claim to prejudice such rights.

The Company shall not exercise any such rights against any person or organization included in the definition of Insured. Notwithstanding the foregoing, however, the Company reserves the right to exercise any rights of subrogation against an Insured in respect of any Claim brought about or contributed to by an intentional, willful, dishonest, fraudulent act or omission of such Insured or by an act or omission of such Insured that constitutes a willful violation of any statute or regulation.

Any amount so recovered, whether effected by the Company or by the Insured, shall first be used for the repayment of expenses incurred toward subrogation; second, for any Damages and Claim Expenses payment by the Insured which is in excess of the amount of the Limit of Liability under this policy and which is excess of any amount paid by

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any insurer under any other policy; third, for any damages and claims expenses payment by any excess insurer on behalf of the Insured; fourth, for any damages and claim expenses payment by any primary insurer on behalf of the Insured; and, last, for repayment of the Insured's Deductible.

I. ASSISTANCE AND COOPERATION OF THE INSURED

The Insured shall cooperate with the Company and upon the Company's request, the Insured shall:

1. Submit to examination and interview by a representative of the Company, under oath if required;

2. Attend hearings, depositions and trials;

3. Assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses in the conduct of suits;

4. Give a written statement or statements to the Company's representatives and meet with such representatives for the purpose of determining coverage and investigating and/or defending any Claim; and

5. Provide any information required to comply with federal or state reporting regulations;

All without cost to the Company. The Insured shall further cooperate with the Company and do whatever is necessary to secure and effect any right of indemnity, contribution or apportionment which the Insured may have. The Insured shall not, except at his/her own cost, make any payment, admit any liability, settle any Claims, assume any obligation or incur any expense without the prior written consent of the Company.

J. FALSE OR FRAUDULENT CLAIMS

If any Insured shall commit fraud in proffering any Claim, this insurance shall become void as to such Insured from the date such fraudulent Claim is proffered.

K. PREMIUM AND AUDIT

Upon expiration of this policy, the Named Insured shall furnish to the Company a statement of the Named Insured's actual total premium base as stated in the Declarations for the Policy Period. The actual earned premium shall be computed thereon at the premium rate stated in the Declarations. If the actual earned premium is more than the deposit premium stated in the Declarations, the Named Insured shall pay the difference to the Company; if less, the Company shall refund the difference to the Named Insured except that the Company shall be entitled to the minimum premium as stated in the Declarations. The Company shall have the right to require of the Named Insured, at any time within the said Policy Period or one year thereafter, a sworn statement of the entire amount (or number) of such premium base during the whole or any specified part of the said period, and the Named Insured shall furnish said statement within ten (10) days after request. The statement referred to shall be subject to verification and audit by a duly authorized representative of the Company, who shall have the right and opportunity to examine the books and records of the Named Insured as respects such premium base, and such examination may be made at any time during the said period and within three (3) years thereafter. The rendering of any estimate or statement or the making of any previous settlement shall not bar the examination herein provided for, nor the Company's right to additional premium.

L. INSPECTION

The Company shall be permitted but not obligated to inspect the Insured's operations at any time. Neither the Company's right to make inspections, nor the making thereof, nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Insured or others, to determine or warrant that such operations are safe or healthful, or are in compliance with any law, rule or regulation.

M. ACTION AGAINST THE COMPANY

No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all of the terms and conditions of this policy, nor until the amount of the Insured's obligation to pay shall have been fully and finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company.

Nothing contained in this policy shall give any person or organization any right to join the Company as a co-defendant in any action against the Insured to determine the Insured's liability. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Company of any of its obligations hereunder.

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N. AUTHORIZATION

By acceptance of this policy, the first person or organization stated in Item 1. of the Declarations shall act on behalf of all Insureds with respect to the giving and receiving of all notices to and from the Company as provided herein: the exercising of the Extended Reporting Period, if available; the cancellation of this policy in whole or part; the payment of premiums and Deductibles when due; the receiving of any return premiums that may become due under this policy; and the Insureds agree that such person or organization shall act on their behalf.

O. POLICY EXTENDED REPORTING PERIOD – ALL CLAIMS MADE COVERAGES

The Named Insured's right to exercise the Extended Reporting Period under any Coverage Part shall exist solely if the Named Insured also exercises its right to purchase the Extended Reporting Period under all Coverage Parts that provide coverage on a claims made basis.

P. TERMS AND CONDITIONS

This policy is comprised of these Common Policy Conditions, the Declarations, various Coverage Parts and endorsements, if applicable, and the application. Although various Coverage Parts may be referenced in this policy, a Coverage Part is included within this policy only if that Coverage Part is stated as being purchased in the Coverage Schedule in Item 5. of the Declarations.

Except for these Common Policy Conditions or unless stated to the contrary in any Coverage Part or endorsement, the terms and conditions of each Coverage Part of this policy apply only to that Coverage Part and shall not apply to any other Coverage Part of this policy. Any defined term referenced in the Common Policy Conditions but defined in a Coverage Part shall, for purposes of coverage under that Coverage Part, have the meaning set forth in that Coverage Part. If any provision in the Common Policy Conditions is inconsistent or in conflict with the terms and conditions of any Coverage Part, the terms and conditions of such Coverage Part shall control for purposes of that Coverage Part.

Q. SERVICE OF SUIT

Except with respect to any policy issued in any state in which the Company is licensed as an admitted insurer to transact business, it is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Named Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Secretary, Legal Department, Markel Corporation, 10275 West Higgins Road, Suite 750, Rosemont, Illinois 60018 and that in any suit instituted against the Company upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner, or Director of Insurance or other official specified for that purpose in the statute, or his/her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured or any beneficiary hereunder arising out of this policy, and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

R. NUCLEAR ENERGY LIABILITY EXCLUSION (Broad Form)

The insurance does not apply:

1. Under any Liability Coverage, to Bodily Injury or Property Damage:

a. With respect to which an Insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

b. Resulting from the Hazardous Properties of Nuclear Material and with respect to which **(1)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(2)** the Insured is, or had this policy not been issued would be, entitled to indemnity

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from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

2. Under any Medical Payments coverage, or any Supplementary Payments provision relating to first aid, to expenses incurred with respect to Bodily Injury resulting from the Hazardous Properties of Nuclear Material and arising out of the operation of a Nuclear Facility by any person or organization.

3. Under any Liability Coverage, to Bodily Injury or Property Damage resulting from Hazardous Properties of Nuclear Material, if:

a. The Nuclear Material **(1)** is at any Nuclear Facility owned by, or operated by or on behalf of, an Insured or **(2)** has been discharged or dispersed therefrom;

b. The Nuclear Material is contained in Spent Fuel or Waste at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an Insured; or

c. The Bodily Injury or Property Damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any Nuclear Facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion c. applies only to Property Damage to such Nuclear Facility and any property thereat.

4. As used in this exclusion:

Hazardous Properties includes radioactive, toxic or explosive properties.

Nuclear Material means Source Material, Special Nuclear Material or By-Product Material.

Source Material, Special Nuclear Material, and By-Product Material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

Spent Fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a Nuclear Reactor.

Waste means any waste material **(1)** containing By-Product Material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its Source Material content, and **(2)** resulting from the operation by any person or organization of any Nuclear Facility included under the first two paragraphs of the definition of Nuclear Facility.

Nuclear Facility means:

a. Any Nuclear Reactor;

b. Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing Spent Fuel, or **(3)** handling, processing or packaging Waste;

c. Any equipment or device used for the processing, fabricating or alloying of Special Nuclear Material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of Waste;

And includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

Nuclear Reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

Property Damage includes all forms of radioactive contamination of property.

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POLICY NUMBER:

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM ENDORSEMENT

In the event that this policy is cancelled by the Named Insured who is authorized to act on behalf of all insureds, the policy premium is subject to a minimum earned premium of 25%.

All other terms and conditions remain unchanged.

MARKEL

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LONGER DURATION EXTENDED REPORTING PERIOD AVAILABILITY

This endorsement modifies insurance provided under the following:

PHYSICIANS, SURGEONS, DENTISTS AND PODIATRISTS PROFESSIONAL LIABILITY INSURANCE POLICY
SPECIFIED ERRORS AND OMISSIONS LIABILITY INSURANCE COVERAGE PART – CLAIMS MADE
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE POLICY
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY COVERAGE PART - CLAIMS MADE COVERAGE
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART - CLAIMS MADE COVERAGE
SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY (INCLUDING PRODUCTS AND COMPLETED OPERATIONS LIABILITY) INSURANCE COVERAGE PART - CLAIMS MADE COVERAGE
LOCUM TENENS AND CONTRACT STAFFING PROFESSIONAL LIABILITY INSURANCE COVERAGE PART
LOCUM TENENS AND CONTRACT STAFFING GENERAL LIABILITY INSURANCE (INCLUDING PRODUCTS AND COMPLETED OPERATIONS LIABILITY) COVERAGE PART - CLAIMS MADE COVERAGE

In consideration of the premium paid, it is hereby understood and agreed that in addition to the availability of the Extended Reporting Period for the period of months stated in Item of the Declarations, an Extended Reporting Period of the following duration shall also be available:

60 months;
72 months; or
84 months.

The Named Insured must make a written request for the longer duration Extended Reporting Period received by the Company within 10 days after the end of the Policy Period. The written request must specify from the options stated above which period of Extended Reporting Period is requested. The Company will determine the additional premium to be charged for such Extended Reporting Period.

The Company will provide to the Named Insured in writing the amount of the additional premium for an Extended Reporting Period of the duration specified within 10 days of receipt of the Named Insured's written request.

All other terms and conditions of the Section Extended Reporting Period shall apply with regard to the Named Insured's exercise of any such longer duration Extended Reporting Period.

All other terms and conditions remain unchanged.

SPECIMEN

MARKEL

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF THE INSURED B. ADDITION OF PHYSICIAN/SURGEON/DENTIST/PODIATRIST

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART - CLAIMS MADE COVERAGE

In consideration of the premium paid, it is hereby understood and agreed that the policy is amended as follows:

1. Section THE INSURED B. is deleted and replaced with the following:

B. Any past or current principal, partner, officer, director, Employee or Volunteer Worker of the Named Insured solely while acting on behalf of the Named Insured and within the scope of their duties as such; provided, however, this insurance shall not apply to any Claim made against any Insured who is a physician, surgeon, dentist or podiatrist arising out of the rendering of or failure to render Professional Services in his/her capacity as a physician, surgeon, dentist or podiatrist; other than the following Named Physician(s), Surgeon(s), Dentist(s) or Podiatrist(s) solely:

1. While acting on behalf of the Named Insured and within the scope of his/her duties as a principal, partner, officer, director, Employee or Volunteer Worker of the Named Insured;

2. For an act, error or omission in Professional Services happening:

a. On or after the Retroactive Date stated below; and

b. Before the Departure Date, if any, stated below;

as applicable to such Named Physician, Surgeon, Dentist or Podiatrist; and

3. For Claims first made against such Named Physician, Surgeon, Dentist or Podiatrist during the Policy Period, provided that prior to the effective date of this policy the Named Physician, Surgeon, Dentist or Podiatrist had no knowledge of such act, error or omission or any fact, circumstance, situation or incident which may lead a reasonable person in the Insured's position to conclude that a Claim was likely.

2. Section DEFINITIONS is amended by the addition of the following:

Departure Date means the date on which the Named Physician, Surgeon, Podiatrist or Dentist ceases to provide Professional Services on behalf of the Named Insured.

All other terms and conditions remain unchanged.

SPECIMEN

Schedule of Active Providers

Named Physician, Surgeon, Dentist or Podiatrist	Named Physician, Surgeon, Dentist, Podiatrist Retroactive Date:

Schedule of Departed Providers

Named Physician, Surgeon, Dentist or Podiatrist	Named Physician, Surgeon, Dentist, Podiatrist Retroactive Date:	Named Physician, Surgeon, Dentist, Podiatrist Departure Date:

SPECIMEN

All other terms and conditions remain unchanged.

MARKEL

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLAIM EXPENSES IN ADDITION TO THE EACH CLAIM LIMIT OF LIABILITY

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART - CLAIMS MADE COVERAGE

In consideration of the premium paid, it is hereby understood and agreed the policy is amended as follows:

1. Section Limits of Liability A. is deleted and replaced with the following:

A. Limit of Liability-Each Claim: For Professional Liability, the total liability of the Company for Damages for each Claim first made against the Insured during the Policy Period or the Extended Reporting Period, if exercised, shall not exceed the Limit of Liability stated in the Declarations as applicable to Each Claim.

2. Section Defense and Claim Expenses is deleted and replaced with the following:

DEFENSE AND CLAIM EXPENSES

A. Defense and Investigation of Claims: The Company shall have the right and duty to defend and investigate any Claim to which coverage under this Coverage Part applies pursuant to the following provisions:

1. Claim Expenses incurred in defending and investigating such Claim shall be in addition to the Professional Liability Each Claim Limits of Liability stated in the Declarations; however, such Claim Expenses incurred in defending and investigating such Claim shall be part of and not in addition to the Professional Liability Coverage Part Aggregate Limit of Liability stated in the Declarations. Such Claim Expenses shall reduce the Coverage Part Aggregate Limit of Liability and shall be applied against the Deductible. The Company shall have no obligation to pay any Damages or to defend or continue to defend any Claim or to pay Claim Expenses after the Professional Liability Limits of Liability stated in the Declarations have been exhausted by payment(s) of Damages and/or Claim Expenses.

2. The Company shall select defense counsel; provided, however, that if the law of the state of the Insured's domicile, stated in Item 2. of the Declarations, allows the Insured to control the selection of defense counsel where a conflict of interest has arisen between the Insured and the Company, the Company will provide a list of attorneys or law firms from which the Insured may designate defense counsel who shall act solely in the interest of the Insured, and the Insured shall direct such defense counsel to cooperate with the Company. Such cooperation shall include:

a. Providing on a regular basis, but not less frequently than every three (3) months, written reports on claimed Damages**,** potential liability, progress of any litigation, any settlement demands, or any investigation developments that materially affect the Claim;

b. Providing any other reasonable information requested;

c. Providing fully itemized billing on a periodic basis; and

d. Cooperating with the Company and the Insured in resolving any discrepancies;

SPECIMEN

And the fees and costs incurred by such defense counsel, including those fees and costs generated by cooperation with the Company, as stated above, shall be included in Claim Expenses. Such Claim Expenses shall be in addition to the Professional Each Claim Limit of Liability stated in the Declarations; however, such Claim Expenses shall be part of and shall not be in addition to the Professional Liability Coverage Part Aggregate Limit of Liability stated in the Declarations. Such Claim Expenses shall reduce the Professional Liability Coverage Part Aggregate Limit of Liability and shall be applied against the Deductible.

SPECIMEN

All other terms and conditions remain unchanged.

MARKEL

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONSENT TO SETTLEMENT – FLORIDA

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE POLICY
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY COVERAGE PART

In consideration of the premium paid, it is hereby understood and agreed that in accordance with Florida Statute, Title XXXVII, Chapter 627.4147, Section Limits of Liability C. is deleted and replaced with the following:

C. **Consent to Settlement:** In accordance with Florida Statute, Title XXXVII, Chapter 627.4147, if a notice of intent to file a Claim for medical malpractice is made against the Insured, the Insured shall cooperate fully in the review process prescribed under Florida Statute, Title XLV, Chapter 766.106.

The Company shall have the right to determine, to make, and to conclude, without the permission of the Insured, any offer of admission of liability involved in any arbitration pursuant to Florida Statute, Title XLV, Chapter 766.106, settlement offer or offer of judgment, if the offer is within policy limits of liability and is within the coverage afforded under this policy. No Insured shall have the right, exclusive or otherwise, to veto such Company determination if such offer is within the policy limits. Any offer of admission of liability, settlement offer, or offer of judgment made by the Company shall be made in good faith and in the best interest of the Insured.

The Company shall provide to the Insured or the Insured's legal representative by certified mail, return receipt requested, a copy of such final offer of admission of liability involved in arbitration made pursuant to Florida Statute, Title XLV, Chapter 766.106, settlement offer or offer of judgment and at the same time such offer is provided to the claimant. A copy of any final agreement reached between the Company and claimant in such matter shall also be provided to the Insured or the Insured's legal representative by certified mail, return receipt requested not more than 10 days after effecting such agreement.

The Company shall not make or conclude, without the permission of the Insured, any offer of admission of liability involved in any arbitration pursuant to Florida Statute, Title XLV, Chapter 766.106, settlement offer or offer of judgment, if the offer is outside the policy limits of liability. In such event, if the Insured is a partnership, professional association, professional corporation or limited liability company, the written consent of an Insured who was formerly but is no longer a member of the partnership, professional association or limited liability company or director, officer, stockholder or employee of a professional corporation will not be required, provided the written consent of the corporate directors, officers, stockholders or employees of a professional corporation, or their duly appointed representatives, has been obtained.

SPECIMEN

All other terms and conditions remain unchanged.

MARKEL

POLICY NUMBER :

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEXUAL ACTS LIABILITY SCHEDULED DEDUCTIBLE AND RETROACTIVE DATE

This endorsement modifies insurance provided under the following but only if such Coverage Part is purchased and attached to this policy:

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART – CLAIMS MADE COVERAGE
SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART – CLAIMS MADE COVERAGE
SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART – OCCURRENCE COVERAGE

SCHEDULE

Deductible:	Each Claim
Retroactive Date:	

In consideration of the premium paid, it is hereby understood and agreed that the policy is amended as follows:

I. SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART is amended as follows:

Section INSURING AGREEMENT is amended by the addition of the following:

1. Sexual Acts Liability: The Company shall pay on behalf of the Insured all sums in excess of the Deductible amount stated in the Schedule of this endorsement, which the Insured shall become legally obligated to pay as Damages as a result of a Claim first made against the Insured during the Policy Period or during the Extended Reporting Period, if exercised, and reported to the Company pursuant to Section CLAIMS A., Claim Reporting Provision, for Sexual Injury arising out of any Sexual Act perpetrated or alleged to have been perpetrated by the Insured natural person or by any person for whose actions the Insured is legally responsible, or for allegations that the Insured was negligent in hiring, training or supervising any Insured natural person who perpetrated or is alleged to have perpetrated a Sexual Act resulting in Sexual Injury provided:

1. Such Sexual Act is perpetrated or alleged to have been perpetrated during the Policy Period or on or after the Retroactive Date stated in the Schedule of this endorsement and before the end of the Policy Period; and

2. Prior to the effective date of this policy the Insured had no knowledge of such Sexual Act or any fact, circumstance, situation or incident involving such Sexual Act which may lead a reasonable person in the Insured's position to conclude that a Claim was likely.

2. Section DEFINITIONS is amended by the addition of the following:

Sexual Act means sexual abuse, sexual molestation or sexual exploitation arising out of the conduct of the Insured's Professional Services.

Sexual Injury means bodily injury, sickness, disease, unlawful detention, false imprisonment, humiliation, emotional distress, mental anguish, sexual dysfunction, invasion of right of privacy, assault or battery, solely when arising out of a Sexual Act.

All other terms and conditions remain unchanged.

SPECIMEN

3. Section THE EXCLUSIONS L. is deleted.

4. Section THE EXCLUSIONS is amended by the addition of the following exclusions:

This Coverage Part does not apply to:

(i) Any Insured who perpetrates or is alleged to have perpetrated a Sexual Act resulting in Sexual Injury; provided, however, the Company shall defend such Insured and pay Claim Expenses on their behalf unless it is established in fact that such Insured perpetrated such Sexual Act;

(ii) Any manager, supervisor, partner, officer, director or trustee who gains knowledge of any actual or alleged Sexual Act and fails to take reasonable care to prevent a future Sexual Act;

(iii) Any Claim based upon or arising out of any Sexual Act which is perpetrated or alleged to have been perpetrated by an Insured who previously perpetrated or is alleged to have previously perpetrated a Sexual Act, and after a manager, supervisor, partner, officer, director or trustee has gained knowledge of the previously perpetrated or previously alleged to have been perpetrated Sexual Act; or

(iv) Any Claim based upon or arising out of Sexual Injury to any Employee of the Insured.

5. Section LIMITS OF LIABILITY is amended by the addition of the following:

F. Limit of Liability - Sexual Acts Liability Coverage: The total liability of the Company for the combined total of Damages and Claim Expenses for all Claims under Sexual Liability Coverage insured herein is limited to:

1. All Claims Made by Each Claimant

2. All Claims under Sexual Acts Liability Coverage

G. Multiple Sexual Acts: Two or more Sexual Acts against one person shall be deemed to be one Sexual Act and shall be subject to the coverage and limits in effect at the time of the first Sexual Act.

6. Section LIMITS OF LIABILITY B. is amended by the addition of the following:

Subject to Section LIMITS OF LIABILITY F., Limits of Liability - Sexual Acts Liability Coverage, the total liability of the Company under this endorsement for all Damages and Claim Expenses for all Claims insured herein because of Sexual Injury or allegations that the Insured was negligent in hiring, training or supervising any Insured natural person who perpetrated or is alleged to have perpetrated a Sexual Act resulting in Sexual Injury shall be part of and not in addition to the Specified Medical Professions Professional Liability Insurance Coverage Part Aggregate Limit of Liability stated in the Declarations, arising out of all Claims first made against the Insured during the Policy Period and the Extend Reporting Period, if exercised.

II. SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART is amended as follows:

1. Section DEFINITIONS is amended by the addition of the following:

Sexual Act means sexual abuse, sexual molestation or sexual exploitation arising out of the conduct of the Insured's Professional Services.

Sexual Injury means bodily injury, sickness, disease, unlawful detention, false imprisonment, humiliation, emotional distress, mental anguish, sexual dysfunction, invasion of right of privacy, assault or battery, solely when arising out of a Sexual Act.

2. Section THE EXCLUSIONS A. is amended by the addition of the following exclusions:

A. With respect to all Coverages, this Coverage Part does not apply to any Claim:

1. Based upon or arising out of:

(i) Any Sexual Injury; or

(ii) Any allegations that the Insured was negligent in hiring, training or supervising any person who perpetrated or is alleged to have perpetrated a Sexual Act resulting in Sexual Injury.

All other terms and conditions remain unchanged.

SPECIMEN

MARKEL

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES – MULTIPLE INSUREDS, CLAIMS AND CLAIMANTS

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART

In consideration of the premium paid, it is hereby understood and agreed that this policy is amended as follows:

Paragraph **E.** Multiple Insureds, Claims and Claimants in Section Limits Of Liability is replaced by the following:

E. Multiple Insureds, Claims and Claimants: The inclusion herein of more than one Insured in any Claim or the making of Claims by more than one person or organization shall not operate to increase the Limits of Liability stated in the Declarations. More than one Claim arising out of a single act, error or omission or a series of related acts, errors or omissions shall be considered a single Claim. All such Claims, whenever made, shall be deemed to be first made on the date on which the earliest Claim arising out of such act, error or omission or series of related acts, errors or omissions are made, or with regard to written notice given to and accepted by the Company pursuant to Section CLAIMS B., Discovery Clause, on the date within the Policy Period on which such written notice of potential Claim is first received by the Company. The only limits of liability applicable to the Claim are the limits of liability in force for the Policy Period during which the initial Claim was first made.

All other terms and conditions remain unchanged.

SPECIMEN

MARKEL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TWO OR MORE COVERAGE PARTS, COVERAGE FORMS, ENDORSEMENTS, OR INSURING AGREEMENTS

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART
SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART – CLAIMS MADE COVERAGE
SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART – OCCURRENCE COVERAGE

The following condition is added to the Common Policy Conditions:

Two or More Coverage Parts, Coverage Forms, Endorsements, or Insuring Agreements Issued by the Company

If:

1. Any Coverage Part, coverage form, or endorsement; or

2. More than one Insuring Agreement included in any Coverage Part, coverage form, or endorsement;

that form part of this policy apply to the same Damages or Claim, the maximum limit of liability under all of the Coverage Parts, coverage forms, endorsements, or insuring agreements will not exceed the highest applicable limit of liability under any one Coverage Part, coverage form, endorsement, or Insuring Agreement.

This condition does not apply to Medical Payments coverage, if such coverage applies to Damages or a Claim.

All other terms and conditions remain unchanged.

SPECIMEN

MARKEL

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CORRECTIONAL MEDICINE

This endorsement modifies insurance under the following:

LOCUM TENENS AND CONTRACT STAFFING PROFESSIONAL LIABILITY INSURANCE COVERAGE PART
LOCUM TENENS AND CONTRACT STAFFING GENERAL LIABILITY INSURANCE (INCLUDING PRODUCTS AND COMPLETED OPERATIONS LIABILITY) COVERAGE PART – CLAIMS MADE COVERAGE
LOCUM TENENS AND CONTRACT STAFFING GENERAL LIABILITY INSURANCE (INCLUDING PRODUCTS AND COMPLETED OPERATIONS LIABILITY) COVERAGE PART – OCCURRENCE COVERAGE
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART
SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART – CLAIMS MADE COVERAGE
SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART – OCCURRENCE COVERAGE

In consideration of the premium paid, it is understood and agreed that Section The Exclusions is amended by the addition of the following:

This Coverage Part does not apply to any Claim:

Based upon, arising out of, or in any way involving the rendering of or failure to render services of a professional nature, including healthcare services and medical services, by the Insured or by any person or organization for whose acts, errors or omissions the Insured is legally responsible, in a correctional facility or center, detention center, jail, penal institution, prison, remand center, reformatory, or any similar center, facility, or institution;

All other terms and conditions remain unchanged.

SPECIMEN

MARKEL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CYBER INCIDENT

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART

A. The following definitions are added to section DEFINITIONS:

Computer System means any information technology or operational technology, including, but not limited to, computers, any software and code residing on such computers, network equipment, hardware, firmware, mainframes, servers, electronic products or components, peripheral devices, data storage devices, and any associated devices or equipment (including computers, hardware, software, and input and output devices which are part of an industrial control system, including a supervisory control and data acquisition (SCADA) system) owned or operated by the Insured or any other party.

Cyber Incident means any:

1. Unauthorized access to or use of any Computer System by any means, including, but not limited to, malicious code, virus, malware, ransomware, any other harmful code or program, or threat or hoax or series of connected threats regardless of time and place;

2. Partial or total unavailability or failure or series of related partial failures to access, use, or operate any part of any Computer System or otherwise disrupt its normal functioning or operation;

3. Error or omission or series of related errors or omissions involving access to, processing of, use of, or operation of any part of any Computer System;

4. Denial of service attack which disrupts, prevents, or restricts access to or use of any Computer System or otherwise disrupts its normal functioning or operation;

5. Deceptive, misleading, or deceitful electronic instruction by a third party; or

6. Actual or alleged violations of Data Privacy Legislation.

Data Privacy Legislation means any law, statute, or regulation associated with the control, correction, collection, protection, retention, handling, disposal, processing, disclosure, sharing, sale, maintenance, acquisition, storage, use, or misuse of, or access to, personal data or personally identifiable information, including, but not limited to, any of the following:

1. Health Insurance Portability and Accountability Act (HIPAA) of 1996, as amended, or the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and their implementing regulations, or protected health-related information under any similar federal, state, local, or foreign law;

2. The Gramm-Leach Bliley Act of 1999 and its implementing regulations;

3. The California Security Breach Notification Act (CA SB 1386) or Massachusetts 201 CMR 17;

4. The Identity Theft Red Flags under the Fair and Accurate Credit Transactions Act of 2003;

5. The Fair Credit Reporting Act;

6. Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. §45(a), but solely for alleged violations of unfair or deceptive acts or practices in or affecting commerce;

SPECIMEN

7. The Data Protection Act of 1998 or similar legislation to comply with the European Union Data Protection Directive 95/45/EC of 1995, or the European Union General Data Protection Regulation (GDPR);

8. The New York Cybersecurity Regulation (23 NYCRR Part 500);

9. The California Consumer Privacy Act of 2018; and

10. The Biometric Information Privacy Act.

B. Section THE EXCLUSIONS is amended as follows:

1. The following exclusion is added:

This Coverage Part does not apply to any Claim resulting from, arising out of, or in connection with an actual or alleged Cyber Incident however, this exclusion does not apply if:

1. Such a Claim is brought and maintained against an Insured for rendering or failing to render Professional Services;

2. An Insured would have incurred liability in the absence of liability for the Cyber Incident as a result of rendering or failing to render Professional Services; and

3. The Damages are otherwise insurable under the laws of the jurisdiction governing interpretation of this policy.

However, this exclusion shall also not apply to any Health Insurance Portability and Accountability Act (HIPAA) Claim under the **Health Insurance Portability And Accountability Act (HIPPA) - Civil Monetary Penalty Endorsement**, if attached to this policy.

In no event shall this policy cover business interruption costs, notification costs, crisis consultancy costs, credit monitoring expenses, replacement of actual credit or payment cards, forensic expenses, extortion or ransomware payments, reimbursement of fraudulently-induced payments, or public relations expenses arising out of or in connection with a Cyber Incident.

2. Exclusion **E.** is deleted in its entirety.

3. Paragraph **4.** of Exclusion **S.** is deleted in its entirety.

C. If this policy contains an endorsement adding an insuring agreement that specifically provides coverage that is excluded in Paragraph **B.1.** above, then the exclusion added by this endorsement does not apply to such insuring agreement solely to the extent of the coverage provided by such endorsement.

All other terms and conditions remain unchanged.

SPECIMEN

MARKEL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS

The following is added to this policy:

Trade Or Economic Sanctions

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.

SPECIMEN

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: P3
2023-3831

BULK ITEM: No **DEPARTMENT:** County Attorney

TIME APPROXIMATE: **STAFF CONTACT:** Kelly Dugan

AGENDA ITEM WORDING: Authorization to initiate litigation against PETER MOHN & ARACELI MOHN and their property, 28180 County Rd. Little Torch Key, Florida, to seek compliance with the County Code and enforce the lien(s) arising from code compliance case number CE23050012.

ITEM BACKGROUND:

CE23050012: This property has been the subject of a code compliance case for mandatory sewer connection (not compliant). The fines total $40,900.00 as of March 14, 2025, and will continue to accrue at $100.00 per day, until compliance is achieved.

A hearing was scheduled for July 27, 2023, and the property owner was not present. The Special Magistrate found the property in violation and ordered a compliance date of January 29, 2024. The County's lien was recorded on February 9, 2024. A subsequent hearing was held on January 30, 2025, and the property owner was not present. The Special Magistrate found the property remained in violation and granted the County's motion to proceed with collections. The code case remains open for non-compliance and failure to pay outstanding fines and costs.

The Monroe County Property Appraiser lists the Just Market Value of the property as $905,731. The property is not homesteaded and there are no pending foreclosure actions at this time. There is no mortgage currently recorded on the property.

Under the policy adopted in Resolution 057-2014 the available legal options in regard to the County's lien on this property are:

1. Initiate litigation against the property owner for injunction, foreclosure, money judgment and/or writ of execution;

2. Allow the liens to remain against the property owner, the subject property and any other property owned by the property owner; and/or,
3. Release the lien.

County staff recommends (option 1) initiating litigation against the property owner for injunction, foreclosure, money judgment and/or writ of execution.

PREVIOUS RELEVANT BOCC ACTION:

Approval of Resolution No. 057-2014 on March 19, 2014 adopting "ATTACHMENT A" as Procedure to be used after a Final Order has been rendered by the Code Compliance Special Magistrate to initiate injunctive relief for non-compliant properties, foreclosure and/or money judgment actions for collection of unpaid fines and/or costs from a property owner.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

AIS Supporting docs CE23050012 Mohn & Mohn.pdf
Resolution 057-2014 LIEN PROCESS.pdf

FINANCIAL IMPACT:
148–50001 Growth Management Admin - $2,500.00

BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN G. VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA, Petitioner, vs. **PETER MOHN & ARACELI MOHN,** Respondent(s).	)	Case No.: **CE23050012**

ORDER AUTHORIZING FORECLOSURE AND/OR MONEY JUDGMENT

A Final Order was entered in this matter and was thereafter recorded as a lien. The lien has remained unpaid for at least 3 months from the date of the Order. Therefore, it is hereby ORDERED that the office of the Monroe County Attorney may institute foreclosure and/or money judgment proceedings to recover the amount of the lien plus accrued interest.

DONE AND ORDERED this **30th** day of **January**, 2025, at the Marathon Government Center, Marathon, Florida.

John G. Van Laningham
Special Magistrate

CERTIFICATE OF ORDER
I hereby certify that this is a true and correct copy of the above Order.

Nicole Petrick, Liaison

CERTIFICATE OF SERVICE
I hereby certify that a true and correct copy of this Order has been furnished to the Respondent(s) via hand delivery / **first class U.S. mail** to Respondent(s) address of record w/ the Monroe County Property Appraiser's Office and/or Authorized Representative, N/A, on this **30th** day of **January**, 2025.

Nicole Petrick, Liaison

MONROE COUNTY CODE COMPLIANCE
MONROE COUNTY, FLORIDA

Subject: Code Compliance Case CE23050012
Property Location: 28180 COUNTY RD., LITTLE TORCH KEY, FL 33042
Parcel ID: 00220360000000

PETER MOHN & ARACELI MOHN
PO BOX 553
KEY WEST, FL 33041

BRIEF FOR PETER MOHN & ARACELI MOHN – CE23050012

MOTION FOR COLLECTIONS 1/30/2025

https://mcesearch.monroecounty-fl.gov/code/CE23050012

- PO not present
- granted

Monica Rodriguez

Research Analyst - Monroe County

Subject Property – 28180 COUNTY RD., LITTLE TORCH KEY, FL

Violation(s):

- 20-51.(a) – mandatory connection/sewer (no permit; not compliant)
    - Property is not in compliance

Lien was recorded in the Official Records of Monroe County on 2/9/2024, Book 3261, Page 2437 and remains unpaid.

- Lien $36,235.93 as of January 21, 2025

NOTES:

NOTICE OF MOTION TO AUTHORIZE FORECLOSURE AND/OR MONEY JUDGMENT PROCEEDINGS & NOTICE OF HEARING was mailed via certified mail on 12/4/2024 to address on PRC. Return receipt was not received signed, therefore, the courthouse (1/10/2025) and subject property (1/9/2025) were posted with the hearing notice, as well as, mailed via first class mail.

PO not in communication with Research Analyst M. Rodriguez, since mailing of Motion/Notice.

County is asking the Special Magistrate to authorize foreclosure and/or money judgment proceedings on the Order/Lien in this case.

2518

County of Monroe
CODE COMPLIANCE
2798 Overseas Highway, Suite 330
Marathon, FL 33050-2227

MIAMI FL 330
13 JAN 2025 PM 2 L

FIRST-CLASS

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PETER MOHN & ARACELI MOHN
PO BOX 553
KEY WEST, FL 33041

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33041 055353

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RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD
BC: 33050427780 *2106-04889-13-42

BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY, FLORIDA,	)	
	)	
Petitioner,	)	
	)	
vs.	)	**CASE NO.: CE23050012**
	)	
PETER MOHN & ARACELI MOHN,	)	
	)	
Respondent(s).	)	
	)	

NOTICE OF MOTION TO AUTHORIZE FORECLOSURE AND/OR MONEY JUDGMENT PROCEEDINGS & NOTICE OF HEARING

Petitioner, Monroe County, will move the Monroe County Code Compliance Special Magistrate, pursuant to F.S. 162.09(3), to authorize foreclosure and/or money judgment proceedings on the Code Compliance Final Order/Lien in this case, which was recorded in the Official Records of Monroe County on February 9, 2024, Book 3261, Page 2437 on the property that was the subject of the code compliance action described as: 28180 COUNTY RD. LITTLE TORCH KEY, FLORIDA 33042, MONROE COUNTY, RE# 00220360000000, **and** upon any and all other real and/or personal property you own. The current outstanding amount of the County's lien as of December 2, 2024 is $31,235.93 (fines and costs) which continue to accrue and increase until the case is compliant and closed. This motion will be considered on **January 30, 2025** at the Marathon Government Center, 2798 Overseas Highway, EOC Meeting Room at 9:00 a.m., Marathon, FL 33050. **ALL PROPERTY OWNERS, WHO WISH TO PARTICIPATE IN THE HEARING, SHOULD ATTEND VIA ZOOM WEBINAR. INSTRUCTIONS ATTACHED HERETO.**

Kelly Dugan Digitally signed by Kelly Dugan DN: cn=Kelly Dugan, o=Monroe County BOCC, ou, email=dugan-kelly@monroecounty-fl.gov, c=US Date: 2024.12.04 11:02:58 -05'00'

Kelly M. Dugan
Assistant County Attorney
Fla. Bar No. 105870
Dugan-Kelly@MonroeCounty-FL.Gov
1111 12th Street, Suite 408
Key West, Florida 33040
(305) 292-3470

CERTIFICATE OF SERVICE

I hereby certify that on this 4 day of December, 2024 a copy of the foregoing was furnished to Respondent(s) via Certified Mail, Return Receipt Request No. 9589 0710 5270 1229 8200 18 to **PO BOX 553 KEY WEST, FL 33041.**

Monica Rodriguez
Code Compliance Department

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than ten (10) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".

County of Monroe
The Florida Keys

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
Voice: (305) 289-2810
FAX: (305) 289-2858

Board of County Commissioners
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

PETER MOHN & ARACELI MOHN
PO BOX 553
KEY WEST, FL 33041

December 2, 2024

Subject: Code Case: CE23050012
Location: 28180 COUNTY RD., LITTLE TORCH KEY, FL 33042

Dear Property Owners,

This letter is to inform you that Monroe County, Florida has imposed a lien(s) against your property as a result of the above referenced code compliance actions. This lien is a lien on the property that was the subject of the code compliance action **and** upon any and all other real and/or personal property you own.

Please take notice that a Public Hearing will be conducted by the Code Compliance Special Magistrate on January 30, 2025 at the Marathon Government Center, 2798 Overseas Highway, EOC Meeting Room at 9:00 a.m., Marathon, FL 33050. **ALL PROPERTY OWNERS, WHO WISH TO PARTICIPATE IN THE HEARING, SHOULD ATTEND VIA ZOOM WEBINAR. INSTRUCTIONS ATTACHED HERETO.** The purpose of this hearing is to consider approval to initiate collection proceedings, (complaint for foreclosure and/or money judgment).

Our records indicate that the violations remain on your property and the fines will continue to run until the property comes into compliance. If you have achieved compliance, please contact your Code Inspector at the appropriate location:

Middle Keys: 2798 Overseas Highway, Suite 330
Marathon, FL 33050 (305) 289-2810
Upper Keys: 102050 Overseas Highway
Key Largo, FL 33037 (305) 453-8806

Additionally, pursuant to F.S. §162.07(2), the County is entitled to recover all costs incurred in prosecuting the case and those costs are included in the lien authorized under F.S. §162.09(3). These costs will continue to accrue until the violations are corrected and the case is closed.

Respectfully yours,

Monica Rodriguez
Monica Rodriguez
Code Compliance Research Analyst 305-289-2586
Rodriguez-monica@monroecounty-fl.gov

You are invited to a Zoom webinar.
When: JAN 30 2025 9:00 AM Eastern Time (US and Canada)
Topic: Special Magistrate Hearing – JANUARY 25, 2024

Please click the link below to join the webinar:
https://mcbocc.zoom.us/j/89817567983

Or iPhone one-tap :
US: +16465189805,,89817567983# or +16699006833,,89817567983#
Or Telephone:
Dial(for higher quality, dial a number based on your current location):
US: +1 646 518 9805 or +1 669 900 6833
Webinar ID: 898 1756 7983
International numbers available:
https://mcbocc.zoom.us/u/k6hcmxBou

It will greatly help if when you log into Zoom that you use your **full legal name**. (Please do not abbreviate or use a nickname). Once your case is called, please use the "Raise Hand" feature via the Zoom application. This will let our webinar administrator know to promote you to "Panelist" so that you can speak and show video.

Please note this hearing starts at 9:00 am and there is generally no "time certain" for your case to be heard. Please plan your day accordingly. However, we ask that you log in at the start of the hearing, so we know that you are present. Cases are called randomly and not necessarily in the Order of the agenda. We ask for your patience as we do generally have a lot of cases to be heard.

MONROE COUNTY CODE COMPLI..CE
MONROE COUNTY, FLORIDA

Subject: Code Compliance Case CE23050012
Property Location: 28180 COUNTY RD., LITTLE TORCH KEY, FL 33042
Parcel ID: 00220360000000

PETER MOHN & ARACELI MOHN
PO BOX 553
KEY WEST, FL 33041

MONROE COUNTY FLORIDA
CODE COMPLIANCE DEPARTMENT

REGISTERED MAIL RECEIPTS

CASE NUMBER:
CE23050012

CERT #:
9589 0710 5270 1229 8200 18

GOOD SERVICE: _____
NO SERVICE: _____

9589 0710 5270 1229 8200 18

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.

Certified Mail Fee
$
Extra Services & Fees (check box, add fee as appropriate)
$ ☐ Return Receipt (hardcopy)
$ ☐ Return Receipt (electronic)
$ ☐ Certified Mail Restricted Delivery
$ ☐ Adult Signature Required
$ ☐ Adult Signature Restricted Delivery
Postage
$
Total Postage and Fees
$
Sent To: Peter Mohn & Araceli Mohn
Street and Apt. No., or PO Box No.: P.O. Box 553
City, State, ZIP+4®: Key West, FL 33041

MARATHON POST OFFICE 33050
DEC 05 2024
Postmark Here
KEYS STRONG

OFFICIAL USE

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

County of Manatee
CODE COMPLIANCE
2798 Overseas Highway, Suite 330
Marathon, FL 33050-2227

CERTIFIED MAIL®
9589 0710 5270 1229 8200 18
FIRST-CLASS
US POSTAGE™ PITNEY BOWES
ZIP 33050 02 7H 0006190386
$ 009.64⁰
DEC 05 2024

RECEIVED
Dec 4

PETER MOHN & ARACELI MOHN
PO BOX 553
KEY WEST, FL 33041

IXIE 331 DE 1 0012/11/24
RETURN TO SENDER
INSUFFICIENT ADDRESS
UNABLE TO FORWARD
BC: 33050427780 *2006-05688-03-41

2523

MONROE COUNTY CODE COMPLIANCE
AFFIDAVIT OF POSTING

CASE: CE23050012
INSP: HICKS, SHAWN

I, Shawn Hicks, Monroe County Code Compliance, declare under penalty of perjury, that I posted the property owned by: MOHN PETER & ARACELI , described as 28180 COUNTY RD , LITTLE TORCH KEY, FL 33042 , having the property RE#: 00220360000000 with the Notice of Hearing for this case with a Hearing Date of 1-30-2025.

THIS NOTICE WAS POSTED AT:

X SUBJECT PROPERTY AS STATED ABOVE
Date: 1-9-25 Time: 3:46 pm

_____ Monroe County Courthouse – 500 Whitehead Street, Key West, Florida
Date: _____ Time: _____

_____ Monroe County Courthouse – 3117 Overseas Highway, Marathon, Florida
Date: _____ Time: _____

_____ Plantation Key Courthouse – 88820 Overseas Highway, Tavernier, Florida
Date: _____ Time: _____

Signature: _____

Sworn to and subscribed before me this 13 day of January, 2025.

_____
Notary Public, State of Florida

KAREN J. PHINNEY
MY COMMISSION # HH227981
EXPIRES: April 19, 2026

CERTIFICATION OF MAILING:

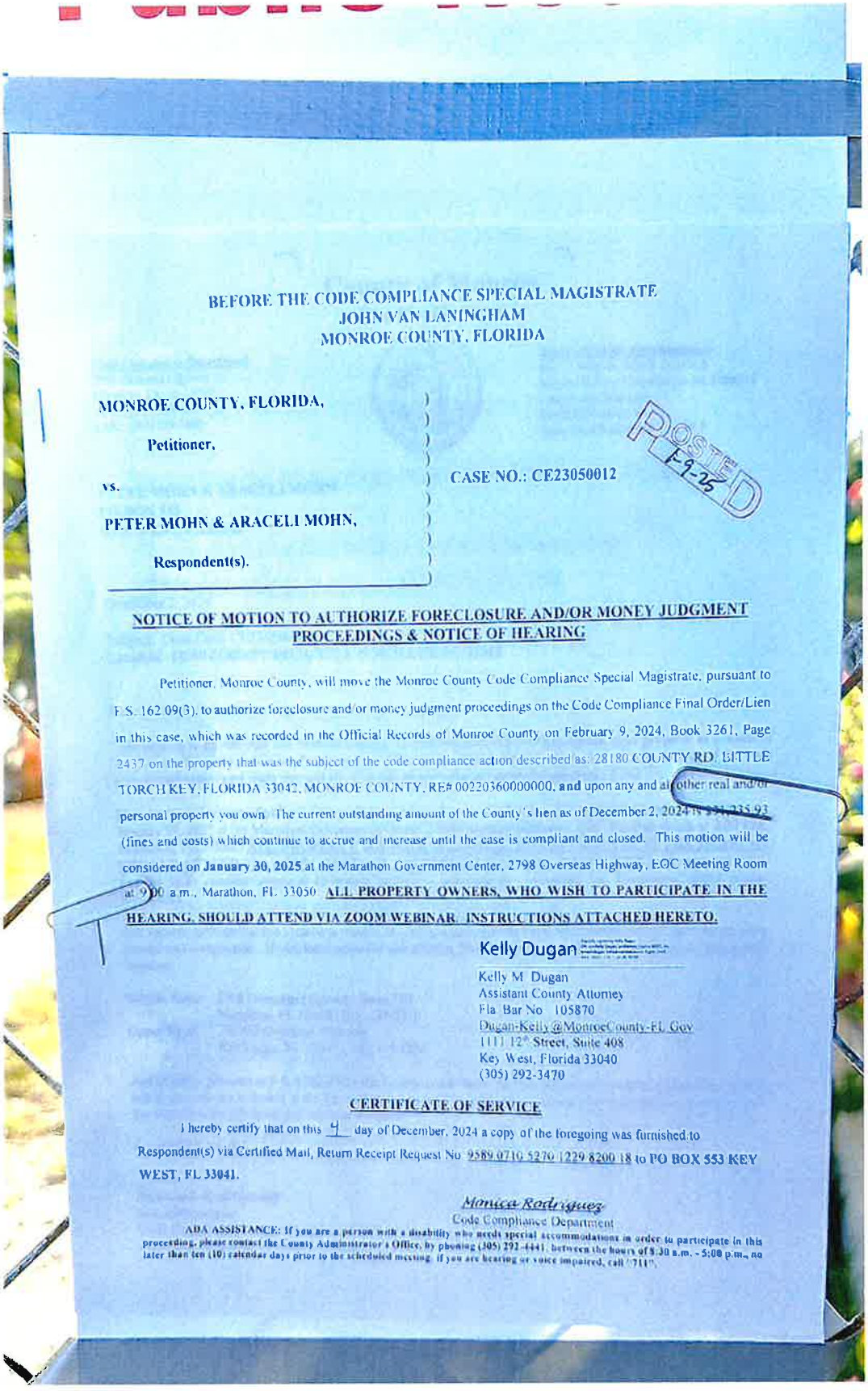
I, Karen Phinney, Monroe County Code Compliance, declared under penalty of perjury, that I mailed a duplicate copy of the above-mentioned Notice via First Class Mail to: MOHN, PETER & ARACELI , PO BOX 553 , KEY WEST, FL 33041 .

Signature: _____

Sworn to and subscribed before me this 13 day of January, 2025.

_____
Notary Public, State of Florida

LISA S. MARSHALL
MY COMMISSION # HH 605320
EXPIRES: December 8, 2028



BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY, FLORIDA,

Petitioner,

vs.

PETER MOHN & ARACELI MOHN,

Respondent(s).

CASE NO.: CE23050012

POSTED 12-9-25

NOTICE OF MOTION TO AUTHORIZE FORECLOSURE AND/OR MONEY JUDGMENT PROCEEDINGS & NOTICE OF HEARING

Petitioner, Monroe County, will move the Monroe County Code Compliance Special Magistrate, pursuant to F.S. 162.09(3), to authorize foreclosure and/or money judgment proceedings on the Code Compliance Final Order/Lien in this case, which was recorded in the Official Records of Monroe County on February 9, 2024, Book 3261, Page 2437 on the property that was the subject of the code compliance action described as: 28180 COUNTY RD, LITTLE TORCH KEY, FLORIDA 33042, MONROE COUNTY, RE# 00220360000000, and upon any and all other real and/or personal property you own. The current outstanding amount of the County's lien as of December 2, 2024 is $34,235.93 (fines and costs) which continue to accrue and increase until the case is compliant and closed. This motion will be considered on **January 30, 2025** at the Marathon Government Center, 2798 Overseas Highway, EOC Meeting Room at 9:00 a.m., Marathon, FL 33050. **ALL PROPERTY OWNERS, WHO WISH TO PARTICIPATE IN THE HEARING, SHOULD ATTEND VIA ZOOM WEBINAR. INSTRUCTIONS ATTACHED HERETO.**

Kelly Dugan

Kelly M. Dugan
Assistant County Attorney
Fla. Bar No. 105870
Dugan-Kelly@MonroeCounty-FL.Gov
1111 12th Street, Suite 408
Key West, Florida 33040
(305) 292-3470

CERTIFICATE OF SERVICE

I hereby certify that on this 4 day of December, 2024 a copy of the foregoing was furnished to Respondent(s) via Certified Mail, Return Receipt Request No. 9589 0710 5270 1229 8200 18 to **PO BOX 553 KEY WEST, FL 33041.**

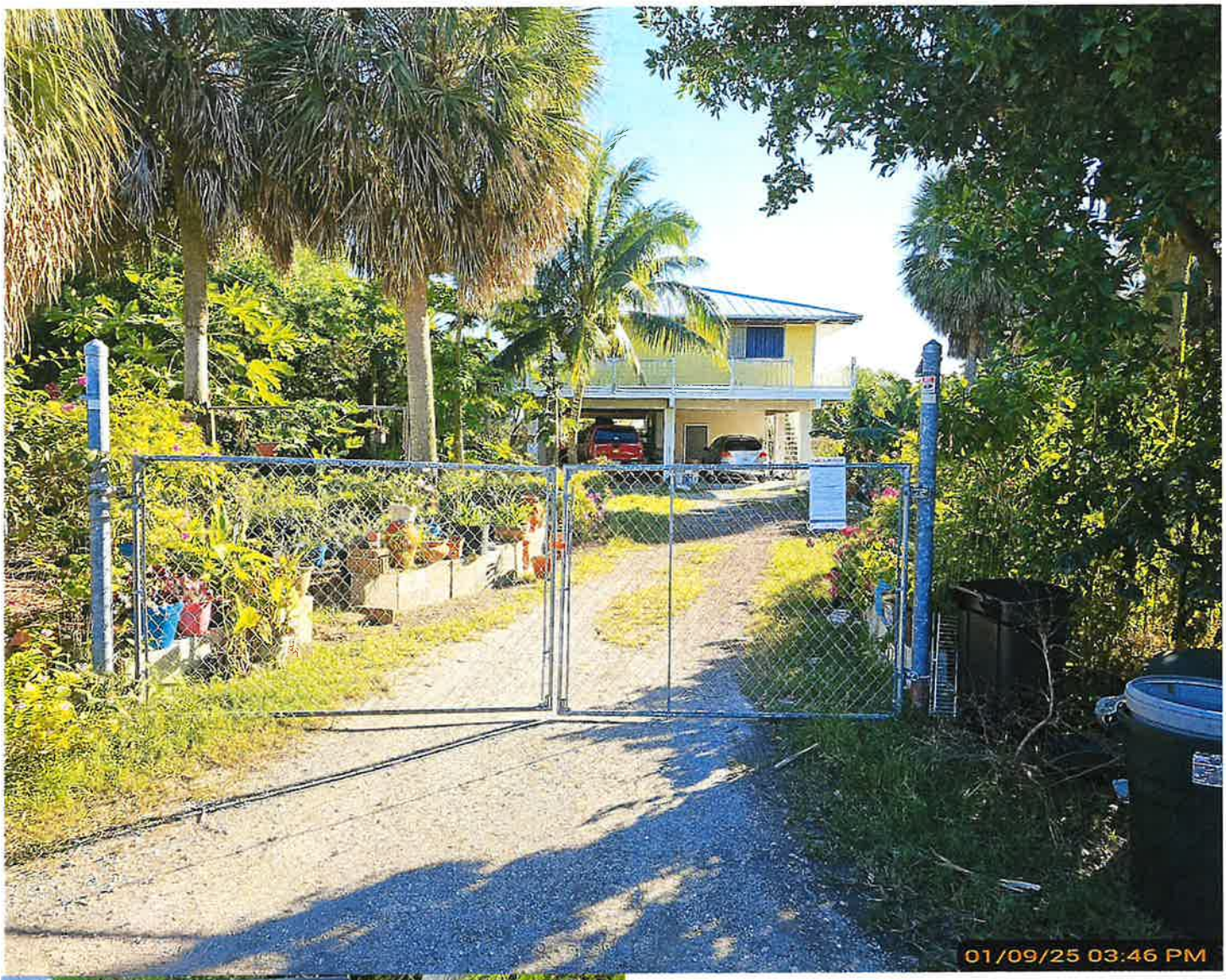
Monica Rodriguez
Code Compliance Department

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than ten (10) calendar days prior to the scheduled meeting. If you are hearing or voice impaired, call "711".

CE23050012
07/05/2023

28180 COUNTY RD, LITTLE TORCH KEY
INSPECTOR HICKS

PETITIONER'S EXHIBIT





CE23050012
07/05/2023

28180 COUNTY RD, LITTLE TORCH KEY
INSPECTOR HICKS

PETITIONER'S EXHIBIT

MONROE COUNTY CODE COMPLIANCE
AFFIDAVIT OF POSTING

CASE: CE23050012
INSP: HICKS, SHAWN

I, Chris Grant, Monroe County Code Compliance, declare under penalty of perjury, that I posted the property owned by: MOHN PETER & ARACELI , described as 28180 COUNTY RD , LITTLE TORCH KEY, FL 33042 , having the property RE#: 00220360000000 with the Notice of Hearing for this case with a Hearing Date of 1-30-2025.

THIS NOTICE WAS POSTED AT:

_____ SUBJECT PROPERTY AS STATED ABOVE
Date: _____ Time: _____

CG Monroe County Courthouse – 500 Whitehead Street, Key West, Florida
Date: 1/10/25 Time: 9:35

_____ Monroe County Courthouse – 3117 Overseas Highway, Marathon, Florida
Date: _____ Time: _____

_____ Plantation Key Courthouse – 88820 Overseas Highway, Tavernier, Florida
Date: _____ Time: _____

Signature: _____

Sworn to and subscribed before me this 10 day of January, 2025.

KAREN J. PHINNEY
MY COMMISSION # HH227981
EXPIRES: April 19, 2026

Karen J Phinney
Notary Public, State of Florida

CERTIFICATION OF MAILING:

I, Karen Phinney, Monroe County Code Compliance, declared under penalty of perjury, that I mailed a duplicate copy of the above-mentioned Notice via First Class Mail to: MOHN, PETER & ARACELI , PO BOX 553 , KEY WEST, FL 33041 .

Signature: Karen Phinney

Sworn to and subscribed before me this 10 day of January, 2025.

LISA S. MARSHALL
MY COMMISSION # HH 605320
EXPIRES: December 8, 2028

Lisa S Marshall
Notary Public, State of Florida

BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY, FLORIDA,	
Petitioner,	
vs.	**CASE NO.: CE23050012**
PETER MOHN & ARACELI MOHN,	
Respondent(s).	

POSTED 1/10/25

NOTICE OF MOTION TO AUTHORIZE FORECLOSURE AND/OR MONEY JUDGMENT PROCEEDINGS & NOTICE OF HEARING

Petitioner, Monroe County, will move the Monroe County Code Compliance Special Magistrate, pursuant to F.S. 162.09(3), to authorize foreclosure and/or money judgment proceedings on the Code Compliance Final Order/Lien in this case, which was recorded in the Official Records of Monroe County on February 9, 2024, Book 3261, Page 2437 on the property that was the subject of the code compliance action described as: 28180 COUNTY RD, LITTLE TORCH KEY, FLORIDA 33042, MONROE COUNTY, RE# 00220360000000, and upon any and all other real and/or personal property you own. The current outstanding amount of the County's lien as of December 2, 2024 is $31,235.93 (fines and costs) which continue to accrue and increase until the case is compliant and closed. This motion will be considered on **January 30, 2025** at the Marathon Government Center, 2798 Overseas Highway, EOC Meeting Room at 9:00 a.m., Marathon, FL 33050. **ALL PROPERTY OWNERS, WHO WISH TO PARTICIPATE IN THE HEARING, SHOULD ATTEND VIA ZOOM WEBINAR. INSTRUCTIONS ATTACHED HERETO.**

Kelly Dugan

Kelly M. Dugan
Assistant County Attorney
Fla. Bar No. 105870
Dugan-Kelly@MonroeCounty-FL.Gov
1111 12th Street, Suite 408
Key West, Florida 33040
(305) 292-3470

CERTIFICATE OF SERVICE

I hereby certify that on this 7 day of December, 2024 a copy of the foregoing was furnished to Respondent(s) via Certified Mail, Return Receipt Request No. 9589 0710 5270 1229 8200 18 to PO BOX 553 KEY WEST, FL 33041.

01/10/2025 09:34

Monroe County
Code Compliance Department

ADA ASSISTANCE: *If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than ten (10) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".*



CE23050012 RE:00220360000000
28180 COUNTY RD LITTLE TORCH KEY
Inspector: GRANT January 10, 2025
COURTHOUSE POSTING

PETITIONER'S EXHIBIT

2529

County of Monroe
Code Compliance
2798 Overseas Highway, Suite 330
Marathon, FL 33050-2227

MIAMI FL 330
24 APR 2024 PM 4 L

UNITED STATES POSTAGE
PITNEY BOWES
02 1P $ 000.64⁰
0000269233 APR 24 2024
MAILED FROM ZIP CODE 33050

PETER & ARACELI MOHN
PO BOX 553
KEY WEST FL 33041

VAC
33041-055359
33050>4277

NIXIE 331 DE 1 0005/06/24
RETURN TO SENDER
VACANT
UNABLE TO FORWARD
BC: 33050427780 *2938-01021-24-43

County of Monroe
The Florida Keys

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
Voice: (305) 289-2810
FAX: (305) 289-2858

Board of County Commissioners
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

PETER & ARACELI MOHN
PO BOX 553
KEY WEST FL 33041

Apr 24, 2024

Subject: Code Case: CE23050012
Location: 28180 COUNTY RD LITTLE TORCH KEY, FL 33042

Dear Property Owners,

The purpose of this letter is to inform you that Monroe County, Florida has imposed a lien against your property as a result of the above referenced code compliance action. This lien is a lien on the property that was the subject of the code compliance action and upon any **and** all other real and/or personal property you own.

Our records indicate that the violation(s) remains on your property. Because your property is not in compliance the fines continue to accrue in the amount of $ 100.00 per day until the property comes into compliance. A daily fine of $ 100.00 per day has currently accrued for 85 days for a current total of $ 8500.00.

Additionally, pursuant to F.S. §162.07(2), since the County prevailed in prosecuting the case before the Special Magistrate for Code Compliance, the County is entitled to recover all costs incurred in prosecuting the case and those costs are included in the lien authorized under F.S. §162.09(3). To date, these costs are $ 535.93 and costs will continue to accrue until the violations are corrected and the case is closed.

Therefore, the current amount of the Monroe County lien is **$ 9,035.93** and fines and costs will continue to accrue until compliance is achieved and payment is received.

Failure to bring your property into compliance within 15 days may result in a referral to the Monroe County Attorney's Office for further action.

Respectfully yours,

Shawn Hicks
Inspector
Monore County Code Compliance

County of Monroe
Code Compliance
2798 Overseas Highway, Suite 330
Marathon, FL 33050-2227

MIAMI FL 330
10 FEB 2024 PM 2 L

RETURNED TO SENDER
VACANT

CE23050012
Says Returned to Sender because "Vacant" but noticed No postage on envelope so Remailed 6/20 orig. MP

PETER MOHN & ARACELI MOHN
PO BOX 553
KEY WEST, FL 33041

NIXIE 331 SE 1
RETURN TO SEN
VACANT
UNABLE TO FOR
BC: 33050427799 *21

County of Monroe
The Florida Keys

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050
Voice: (305) 289-2810
FAX: (305) 289-2858

Board of County Commissioners
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

PETER MOHN & ARACELI MOHN
PO BOX 553
KEY WEST, FL 33041

February 9, 2024

Subject: Code Case CE23050012
Property Location: 28180 COUNTY RD, LITTLE TORCH KEY, FL 33042
Real Estate No.: 00220360000000

Dear Property Owner(s),

This letter is to inform you that our records indicate that the violation(s) remain on your property and the fines will continue to run in the amount of $ 100.00 per day until the property comes into compliance.

Additionally, a lien against your property was recorded in the Official Records of Monroe County on 02/09/24, Book 3261, Page 2437. The current amount of the County's lien is $ 1,535.93 (fines and costs) which continue to accrue and increase until the case is compliant and closed.

This lien is a lien on the property that was the subject of the code enforcement action **and** upon any and all other real and/or personal property you own.

You can resolve this matter by bringing the property into compliance and remitting payment in full to: Monroe County Code Compliance Department; Attention: Nicole Petrick; 2798 Overseas Highway, Suite 330; Marathon, Florida 33050. The County will then provide a Release and Satisfaction of Lien to you.

If you have achieved compliance, please contact your Code Inspector at the appropriate location.

Middle Keys:	2798 Overseas Highway, Suite 330,	Marathon, FL 33050 (305) 289-2810
Upper Keys:	102050 Overseas Highway,	Key Largo, FL 33037 (305) 453-8806

Respectfully yours,

Nicole Petrick, Liaison

For questions regarding this letter, please contact your Inspector,

Shawn Hicks 305-289-2563 Hicks-Shawn@monroecounty-fl.gov

Doc # 2450707 Bk# 3261 Pg# 2437 Electronically Recorded 2/9/2024 at 12:06 PM Pages 7
Filed and Recorded in Official Records of MONROE COUNTY KEVIN MADOK
ElectronicallyREC: $61.00

BEFORE THE COUNTY CODE COMPLIANCE SPECIAL MAGISTRATE
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA,
Petitioner,

vs.

PETER MOHN & ARACELI MOHN
Respondent(s).

Case No.: CE23050012
Subject Property Real Estate Number: 00220360-000000

LIEN / FINAL ORDER

Having fully considered the evidence presented at hearing, including testimony of the Code Compliance Inspector(s) and/or witnesses under oath, the following Findings of Fact and Conclusions of Law are ORDERED:

The Respondent(s) and/or Authorized Representative _____ **were not** present via zoom webinar on **July 27, 2023** **did not** contest the violation(s) set forth in the Notice of Violation/Notice of Hearing which is incorporated herein as if fully set forth and attached hereto.

(x) The Respondent(s) is/are the owner(s) of property located within Monroe County and was/were duly noticed of the hearing.
(x) The Respondent(s) is/are in violation of the Monroe County Code(s) as fully set forth in the Notice of Violation/Notice of Hearing served upon the Respondent(s).
( ) ONE-TIME FINE - The violation(s) is found to be irreparable or irreversible and a one-time fine of $ _____ is ORDERED, payable within _____ days of this Order.
(x) COSTS - Pursuant to Section 162.07(2) of Florida Statutes all costs incurred by the County in prosecuting the case is ordered to be paid within thirty (30) days of compliance. Costs will continue to accrue until compliance is achieved and the case is closed.
(x) The Respondent(s) shall comply with the Code(s) referred to in the Notice of Violation/Notice of Hearing on or before **01/29/2024** ("**THE COMPLIANCE DATE**").
(x) In the event the violation(s) were or are not corrected on the compliance date previously ordered or on the compliance date set forth herein, fine(s) in the dollar amount:

20-51.(a) $ 100.00

for each day BEGINNING ON THE DAY AFTER THE COMPLIANCE DATE that the Respondent(s) is/are in violation is/are hereby ORDERED.

(x) It is further ordered that the County is hereby authorized to make all reasonable repairs including demolition which are required to bring the property into compliance and charge the Respondent(s) with the cost of repairs incurred by the County, the costs of prosecution incurred by the County and any fines Ordered in this matter.

( ) The Respondent(s) were in violation of the MONROE COUNTY CODE(S) as fully set forth in the Notice of Violation/Notice of Hearing filed in this case and did not come into compliance on or before **THE COMPLIANCE DATE** but are now in compliance.
The Respondent(s) shall pay the total amount of cost and/or fines ($_____) to Monroe County Code Compliance within thirty (30) days of this Order.

(x) The Special Magistrate incorporates by reference the allegation(s) in the Notice of Violation/Notice of Hearing (attached hereto) and finds the allegation(s) was/were established by the County's Witness(es), Evidence and/or Exhibits that were introduced and accepted at the hearing.

( ) Other: _____

In the event of nonpayment of fines and/or costs imposed on Respondent(s), a certified copy of this Order may be recorded in the public records and shall thereafter constitute a lien against the land on which the violation or violations exist and upon any other real or personal property owned by the violator. The County may institute foreclosure proceedings if the lien remains unpaid for three months and/or may sue to recover money judgment for the amount of the lien plus accrued interest. Please make checks payable to Monroe County Code Compliance and mail to: Monroe County Code Compliance, Attn: Office of the Liaison, 2798 Overseas Hwy., Suite 330, Marathon, FL 33050.

IT IS THE RESPONDENT(S) RESPONSIBILITY TO REQUEST A REINSPECTION TO DETERMINE WHETHER THE PROPERTY IS COMPLIANT BY CALLING CODE COMPLIANCE AT (305) 453-8806 FOR THE UPPER KEYS; (305) 289-2810 FOR THE MIDDLE KEYS; (305) 295-4343 FOR THE LOWER KEYS.

DATED this 27th day of July, 2023.

John G. Van Laningham, Special Magistrate

APPEAL PROCEDURES

Respondent(s) shall have 30 days from the date of the foregoing Order of the Special Magistrate to appeal said Order by filing a Notice of Appeal, signed by the Respondent(s). ANY AGGRIEVED PARTY, INCLUDING MONROE COUNTY, MAY HAVE APPELLATE RIGHTS WITH REGARD TO THIS ORDER PURSUANT TO SECTION 162.11, FLORIDA STATUTES. ANY SUCH APPEAL WILL BE LIMITED TO APPELLATE REVIEW OF THE RECORD CREATED BEFORE THE SPECIAL MAGISTRATE. ANY APPEAL MUST BE FILED WITH CIRCUIT COURT WITHIN 30 DAYS OF THE EXECUTION OF THIS ORDER.

CERTIFICATE OF ORDER

I hereby certify that this is a true and correct copy of the above Order.

Nicole Petrick, Liaison

CASE NUMBER: CE23050012

Respondent(s) mailing address of record with the Monroe County Property Appraiser's Office:

PETER MOHN & ARACELI MOHN
PO BOX 553
KEY WEST, FL 33041

Location of subject property:
28180 COUNTY RD
LITTLE TORCH KEY, FL 33042

Real Estate Number: 00220360-000000

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this Order has been furnished to the Respondent(s) via hand delivery / **first class U.S. mail** to Respondent(s) address of record with the Monroe County Property Appraiser's Office as referenced above and/or Authorized Representative N/A on this 28th day of July, 2023.

Nicole Petrick, Liaison

County of Monroe

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050

NOTICE OF VIOLATION/NOTICE OF HEARING

To: PETER & ARACELI MOHN
PO BOX 553
KEY WEST FL 33041

Case Number: CE23050012

Location: 28180 COUNTY RD, LITTLE TORCH KEY, FL 33042
Re Number: 00220360000000

DEAR PROPERTY OWNER,

You are hereby notified that an investigation of the above property was initiated on 05/09/2023 and subsequently found the following violation(s) of the Monroe County Code:

20-51.(a) - MANDATORY CONNECTION/SEWER
FAILURE TO COMPLETE THE MANDATORY CONNECTION OF THE ABOVE STATED PROPERTY TO THE CENTRAL SEWER SYSTEM AND/OR DECOMMISSIONING ANY ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM WITHIN 30 DAYS OF NOTICE OF AVAILABILITY OF SERVICES.

Corrective Action Required:
1.CONTACT THE FLORIDA DEPARTMENT OF HEALTH AND OBTAIN A SEPTIC ABANDONMENT PERMIT.

2. CONTACT THE MONROE COUNTY BUILDING DEPARTMENT AND OBTAIN A MONROE COUNTY SEWER LATERAL CONNECTION PERMIT.

CONTACT INFORMATION IS ATTACHED

NOTE: ALL PERMITS AND CONNECTIONS WILL REQUIRE A PASSING FINAL INSPECTION FROM ALL APPROPRIATE AGENCIES. COMPLIANCE WILL BE ACHIEVED WHEN THE MONROE COUNTY PERMIT HAS BEEN CLOSED.



(✓) PLEASE TAKE NOTICE that a **Public Hearing will be conducted by the Special Magistrate in the above case on 07/27/2023 at 9:00 AM at the Monroe County Government Regional Center, 2798 Overseas Hwy., Marathon, Florida.** **ALL PROPERTY OWNERS, WHO WISH TO PARTICIPATE IN THE HEARING, SHOULD ATTEND VIA ZOOM WEBINAR. INSTRUCTIONS ATTACHED HERETO.**

(✓) You can avoid attending the hearing if all violation(s) noted above are corrected by **07/19/2023** and you have contacted your inspector. If a violation is corrected and then recurs, or if a violation is not corrected by the time specified, the case may be presented to the Special Magistrate even if the violation has been corrected prior to the hearing.

( ) The Code Inspector has reason to believe violation(s) or the condition causing the violation(s) presents a serious threat to the public health, safety, and welfare or is irreparable or irreversible in nature, therefore no compliance date has been provided. This case may be presented to the Special Magistrate even if the violation(s) have been corrected prior to the hearing.

( ) The Code Inspector has reason to believe repeat violation(s) have been found, therefore no compliance date has been provided. This case may be presented to the Special Magistrate even if the repeat violation(s) have been corrected prior to the hearing.

If the Special Magistrate finds that violation(s) have occurred, then the Special Magistrate may impose fines, not to exceed $1,000 per day per violation for a first violation, $5,000 per day per violation for a repeat violation, and up to $15,000 per violation if the Special Magistrate finds the violation to be irreparable or irreversible in nature. In addition to such fines, the Special Magistrate may impose additional fines to cover all costs incurred by the County in enforcing its codes. If the County is forced to correct your violation(s), the Special Magistrate may order all costs incurred to be reimbursed to the County. THE IMPOSITION OF FINES AND/OR COSTS MAY RESULT IN A LIEN AGAINST YOU AND YOUR PROPERTY.

You may appear and/or be represented by an attorney or authorized agent. If you are represented by an attorney, your attorney is required to file a written notice of appearance with the Liaison for the Special Magistrate, 2798 Overseas Highway, Suite 330, Marathon, FL 33050; Phone: (305) 289-2509, Fax: (305) 289-2858, or email directly to Petrick-Nicole@monroecounty-fl.gov, prior to the date of the hearing. You may request a copy of your case file by filing a public records request online: https://monroecounty.fl.nextrequest.com. If you are requesting the case file in preparation for your hearing, your request should be submitted no less than ten (10) days prior to your scheduled hearing.

You may request a continuance of the hearing for good cause shown. If you choose to request a continuance, a written request on the County's form must be made at least five (5) business days before the date of the hearing. If you choose to request a continuance, contact the Code Inspector listed below at least five (5) business days before the date of the hearing. A request for continuance DOES NOT GUARANTEE a postponement of your hearing.

If you agree that the violation(s) exist as alleged in this Notice, you may request a Stipulation Agreement in lieu of attending the hearing. If you choose to request a Stipulation Agreement, contact the Code Inspector listed below at least five (5) business days before the date of the hearing. A request for a Stipulation Agreement does not guarantee a postponement of your hearing. It is important that you contact your inspector listed below.



NOTE: IF YOU DECIDE TO APPEAL any decision by the Special Magistrate, you will need to ensure that a verbatim record of the proceedings is made, which shall include the testimony and evidence upon which the appeal is to be based. The appeal must be filed within 30 days of the Special Magistrate's Final Order.

IT IS YOUR RESPONSIBILITY TO CONTACT THE CODE INSPECTOR to confirm that you do not need to attend the hearing(s). Please contact your inspector at the appropriate location:

HICKS, SHAWN
Code Inspector 305-289-2563

Middle Keys: 2798 Overseas Highway, Suite 330
Marathon, FL 33050 (305) 289-2810
Upper Keys: 102050 Overseas Highway
Key Largo, FL 33037 (305) 453-8806

CERTIFICATION OF SERVICE

I hereby certify that a copy hereof has been furnished to the above named addressee(s) by Certified Mail. Return Receipt Request No.: 7019 1120 0000 6230 0749 on June 5, 2023.

Lisa Marshall
Code Compliance Department

IF SERVICE IS NOT OBTAINED BY CERTIFIED RETURN RECEIPT MAIL. A TRUE AND ACCURATE COPY OF THIS NOTICE WILL BE POSTED AT THE SUBJECT PROPERTY AND THE MONROE COUNTY COURTHOUSE.

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than five (5) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".



Special Magistrate Hearing - July 27th, 2023

You are invited to a Zoom webinar.
When: Jul 27, 2023 09:00 AM Eastern Time (US and Canada)
Topic: Special Magistrate Hearing - July 27th, 2023

Please click the link below to join the webinar:
https://mcbocc.zoom.us/j/87459436777

Or iPhone one-tap :
US: +16465189805,,87459436777# or +16699006833,,87459436777#
Or Telephone:
Dial(for higher quality, dial a number based on your current location):
US: +1 646 518 9805 or +1 669 900 6833
Webinar ID: 874 5943 6777
International numbers available:
https://mcbocc.zoom.us/u/kejOipQg6d



Connection to the Central Sewer System

Contact Information

Upper Keys

- Department of Health (DOH)
  305-676-3941
  Open Monday- Friday 8-5pm
- Monroe County Building Department Customer Service
  305-453-8800
  Open Monday-Friday 8:30-3:00pm
- Key Largo Wastewater Treatment District (KLWTD)
  305-451-4019
  Open Monday-Friday 8-5PM

Middle Keys

- Department of Health (DOH)
  305-676-3941
  Open Monday- Friday 8-5pm
- Monroe County Building Department Customer Service
  305-289-2501
  Open Monday-Friday 8:30-3:00pm
- Florida Keys Aqueduct Authority (FKAA)
  305-296-2454
  Open Monday- Friday 8-5pm

Lower Keys

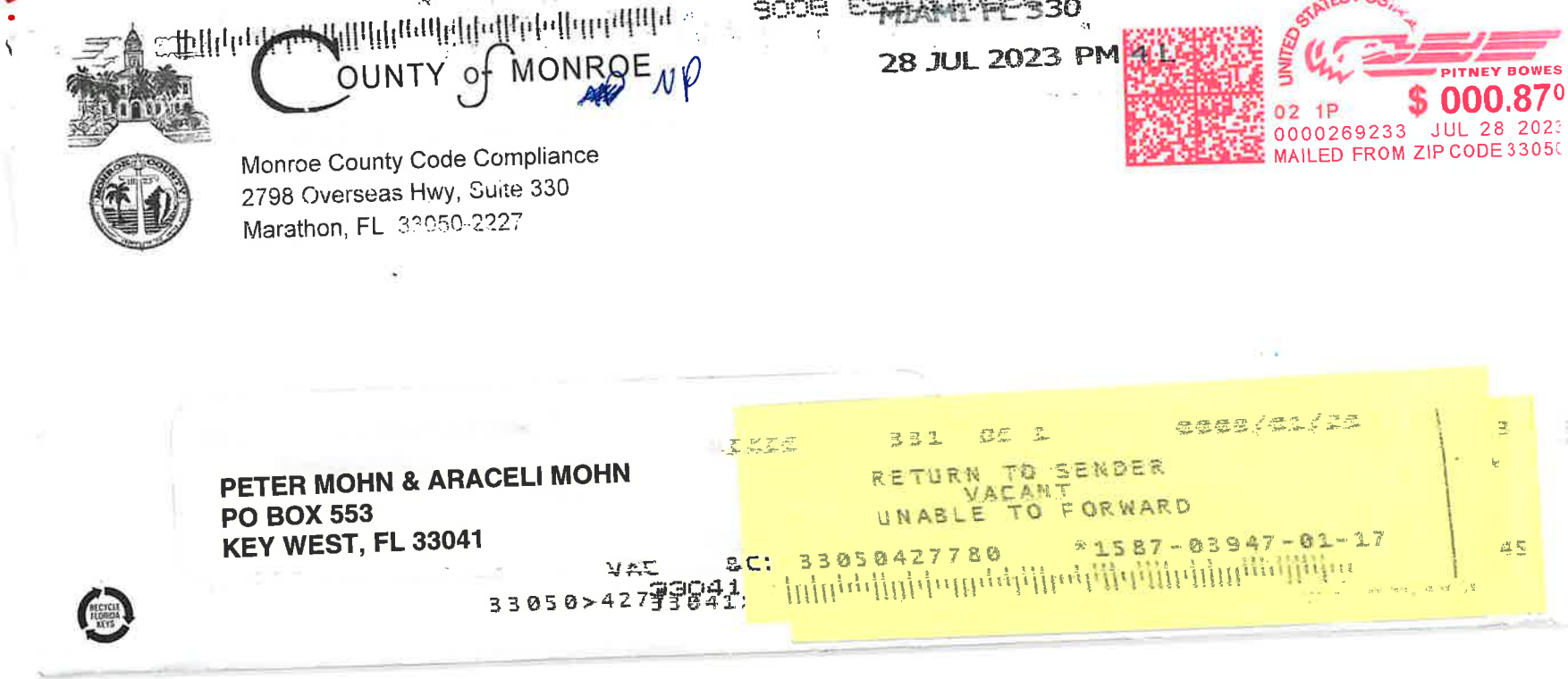
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  305-676-3941
  Open Monday- Friday 8-5pm
- Monroe County Building Department Customer Service
  305-295-3990
  Open Monday-Friday 8:30-3:00pm
- Florida Keys Aqueduct Authority (FKAA)
  305-296-2454
  Open Monday- Friday 8-5pm

NOTE: For parcels Ocean Side Stock Island

- KW Resort Utilities Corporation
  305-295-3301
  Open Monday- Friday 8:30-4:30pm



2540



COUNTY of MONROE

Monroe County Code Compliance
2798 Overseas Hwy, Suite 330
Marathon, FL 33050-2227

28 JUL 2023 PM 4 L

UNITED STATES POSTAL SERVICE
PITNEY BOWES
02 1P $ 000.87⁰
0000269233 JUL 28 2023
MAILED FROM ZIP CODE 33050

PETER MOHN & ARACELI MOHN
PO BOX 553
KEY WEST, FL 33041

RETURN TO SENDER
VACANT
UNABLE TO FORWARD

*1587-03947-01-17

33050>427 33041;

RECYCLE FLORIDA KEYS

County of Monroe

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050

NOTICE OF VIOLATION/NOTICE OF HEARING

To: PETER & ARACELI MOHN
PO BOX 553
KEY WEST FL 33041

Case Number: CE23050012

Location: 28180 COUNTY RD, LITTLE TORCH KEY, FL 33042
Re Number: 00220360000000

DEAR PROPERTY OWNER,

You are hereby notified that an investigation of the above property was initiated on 05/09/2023 and subsequently found the following violation(s) of the Monroe County Code:

20-51.(a) - MANDATORY CONNECTION/SEWER
FAILURE TO COMPLETE THE MANDATORY CONNECTION OF THE ABOVE STATED PROPERTY TO THE CENTRAL SEWER SYSTEM AND/OR DECOMMISSIONING ANY ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM WITHIN 30 DAYS OF NOTICE OF AVAILABILITY OF SERVICES.

Corrective Action Required:
1.CONTACT THE FLORIDA DEPARTMENT OF HEALTH AND OBTAIN A SEPTIC ABANDONMENT PERMIT.

2. CONTACT THE MONROE COUNTY BUILDING DEPARTMENT AND OBTAIN A MONROE COUNTY SEWER LATERAL CONNECTION PERMIT.

CONTACT INFORMATION IS ATTACHED

NOTE: ALL PERMITS AND CONNECTIONS WILL REQUIRE A PASSING FINAL INSPECTION FROM ALL APPROPRIATE AGENCIES. COMPLIANCE WILL BE ACHIEVED WHEN THE MONROE COUNTY PERMIT HAS BEEN CLOSED.

PETITIONER'S EXHIBIT
1
1 of 5

(✓) PLEASE TAKE NOTICE that a **Public Hearing will be conducted by the Special Magistrate in the above case on 07/27/2023 at 9:00 AM at the Monroe County Government Regional Center, 2798 Overseas Hwy., Marathon, Florida.** **ALL PROPERTY OWNERS, WHO WISH TO PARTICIPATE IN THE HEARING, SHOULD ATTEND VIA ZOOM WEBINAR. INSTRUCTIONS ATTACHED HERETO.**

(✓) You can avoid attending the hearing if all violation(s) noted above are corrected by **07/19/2023** and you have contacted your inspector. If a violation is corrected and then recurs, or if a violation is not corrected by the time specified, the case may be presented to the Special Magistrate even if the violation has been corrected prior to the hearing.

( ) The Code Inspector has reason to believe violation(s) or the condition causing the violation(s) presents a serious threat to the public health, safety, and welfare or is irreparable or irreversible in nature, therefore no compliance date has been provided. This case may be presented to the Special Magistrate even if the violation(s) have been corrected prior to the hearing.

( ) The Code Inspector has reason to believe repeat violation(s) have been found, therefore no compliance date has been provided. This case may be presented to the Special Magistrate even if the repeat violation(s) have been corrected prior to the hearing.

If the Special Magistrate finds that violation(s) have occurred, then the Special Magistrate may impose fines, not to exceed $1,000 per day per violation for a first violation, $5,000 per day per violation for a repeat violation, and up to $15,000 per violation if the Special Magistrate finds the violation to be irreparable or irreversible in nature. In addition to such fines, the Special Magistrate may impose additional fines to cover all costs incurred by the County in enforcing its codes. If the County is forced to correct your violation(s), the Special Magistrate may order all costs incurred to be reimbursed to the County. THE IMPOSITION OF FINES AND/OR COSTS MAY RESULT IN A LIEN AGAINST YOU AND YOUR PROPERTY.

You may appear and/or be represented by an attorney or authorized agent. If you are represented by an attorney, your attorney is required to file a written notice of appearance with the Liaison for the Special Magistrate, 2798 Overseas Highway, Suite 330, Marathon, FL 33050; Phone: (305) 289-2509, Fax: (305) 289-2858, or email directly to Petrick-Nicole@monroecounty-fl.gov, prior to the date of the hearing. You may request a copy of your case file by filing a public records request online: https://monroecountyfl.nextrequest.com. If you are requesting the case file in preparation for your hearing, your request should be submitted no less than ten (10) days prior to your scheduled hearing.

You may request a continuance of the hearing for good cause shown. If you choose to request a continuance, a written request on the County's form must be made at least five (5) business days before the date of the hearing. If you choose to request a continuance, contact the Code Inspector listed below at least five (5) business days before the date of the hearing. A request for continuance DOES NOT GUARANTEE a postponement of your hearing.

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NOTE: IF YOU DECIDE TO APPEAL any decision by the Special Magistrate, you will need to ensure that a verbatim record of the proceedings is made, which shall include the testimony and evidence upon which the appeal is to be based. The appeal must be filed within 30 days of the Special Magistrate's Final Order.

IT IS YOUR RESPONSIBILITY TO CONTACT THE CODE INSPECTOR to confirm that you do not need to attend the hearing(s). Please contact your inspector at the appropriate location:

HICKS, SHAWN
Code Inspector 305-289-2563

Middle Keys: 2798 Overseas Highway, Suite 330
Marathon, FL 33050 (305) 289-2810
Upper Keys: 102050 Overseas Highway
Key Largo, FL 33037 (305) 453-8806

CERTIFICATION OF SERVICE

I hereby certify that a copy hereof has been furnished to the above named addressee(s) by Certified Mail, Return Receipt Request No.: 7019 1120 0000 6230 0749 on June 5, 2023.

Lisa Marshall
Code Compliance Department

IF SERVICE IS NOT OBTAINED BY CERTIFIED RETURN RECEIPT MAIL, A TRUE AND ACCURATE COPY OF THIS NOTICE WILL BE POSTED AT THE SUBJECT PROPERTY AND THE MONROE COUNTY COURTHOUSE.

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than five (5) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".



Special Magistrate Hearing - July 27th, 2023

You are invited to a Zoom webinar.
When: Jul 27, 2023 09:00 AM Eastern Time (US and Canada)
Topic: Special Magistrate Hearing - July 27th, 2023

Please click the link below to join the webinar:
https://mcbocc.zoom.us/j/87459436777

Or iPhone one-tap :
US: +16465189805,,87459436777# or +16699006833,,87459436777#
Or Telephone:
Dial(for higher quality, dial a number based on your current location):
US: +1 646 518 9805 or +1 669 900 6833
Webinar ID: 874 5943 6777
International numbers available:
https://mcbocc.zoom.us/u/kejOipQg6d



Connection to the Central Sewer System

Contact Information

Upper Keys

- Department of Health (DOH)
  305-676-3941
  Open Monday- Friday 8-5pm
- Monroe County Building Department Customer Service
  305-453-8800
  Open Monday-Friday 8:30-3:00pm
- Key Largo Wastewater Treatment District (KLWTD)
  305-451-4019
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Middle Keys

- Department of Health (DOH)
  305-676-3941
  Open Monday- Friday 8-5pm
- Monroe County Building Department Customer Service
  305-289-2501
  Open Monday-Friday 8:30-3:00pm
- Florida Keys Aqueduct Authority (FKAA)
  305-296-2454
  Open Monday- Friday 8-5pm

Lower Keys

- Department of Health (DOH)
  305-676-3941
  Open Monday- Friday 8-5pm
- Monroe County Building Department Customer Service
  305-295-3990
  Open Monday-Friday 8:30-3:00pm
- Florida Keys Aqueduct Authority (FKAA)
  305-296-2454
  Open Monday- Friday 8-5pm

NOTE: For parcels Ocean Side Stock Island

- KW Resort Utilities Corporation
  305-295-3301
  Open Monday- Friday 8:30-4:30pm



MONROE COUNTY FLORIDA
CODE COMPLIANCE DEPAR

REGISTERED MAIL
RECEIPTS

Complaint Number:
CE 23050012

CERT #:
7019 1120 0000 6230 0749

GOOD SERVICE: _____
NO SERVICE: _____

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee $ 54
Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage $
Total Postage and Fees $

Postmark Here
MARATHON, FLORIDA
JUN - 5 2023
USPS KEYS STATION

Sent To PETER + ARACELI MOHN
Street and Apt. No., or PO Box No. PO BOX 553
City, State, ZIP+4 KEY WEST, FL 33041

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instruct

7019 1120 0000 6230 0749

To: PETER & ARACELI MOHN
PO BOX 553
KEY WEST FL 33041

9405 5036 9930 0277 3552 40

UTF ADD BC: 33050427780

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

*2938-09839-05-42

33050 FE 4 2023 06/15/23

County of Monroe
CODE COMPLIANCE
2798 Overseas Highway, Suite 330
Marathon, FL 33050-2227

CERTIFIED MAIL®

7019 1120 0000 6230 0749

PM 4 L

02 1P $008.34
0000269233 JUN 05 2023
MAILED FROM ZIPCODE 33050

UNITED STATES POSTAL SERVICE
PITNEY BOWES

EXHIBIT
2
1 of 6

MONROE COUNTY CODE COMPLIANCE
AFFIDAVIT OF POSTING

CASE: CE23050012
INSP: HICKS, SHAWN

I, SHAWN HICKS, Monroe County Code Compliance, declare under penalty of perjury, that I posted the property owned by: MOHN PETER & ARACELI , described as 28180 COUNTY RD , LITTLE TORCH KEY, FL 33042 , having the property RE#: 00220360000000 with the Notice of Violation/Notice of Hearing for this case with a Hearing Date of 07/27/2023 .

THIS NOTICE WAS POSTED AT:

✓ SUBJECT PROPERTY AS STATED ABOVE
Date: 07-05-2023 Time: 12:54pm

_____ Monroe County Courthouse – 500 Whitehead Street, Key West, Florida
Date: _____ Time: _____

_____ Monroe County Courthouse – 3117 Overseas Highway, Marathon, Florida
Date: _____ Time: _____

_____ Plantation Key Courthouse – 88820 Overseas Highway, Tavernier, Florida
Date: _____ Time: _____

Signature: _____

Sworn to and subscribed before me this 5 day of July, 2023.

LISA S. MARSHALL
MY COMMISSION # HH 070328
EXPIRES: December 8, 2024
Bonded Thru Notary Public Underwriters

Lisa S. Marshall
Notary Public, State of Florida

CERTIFICATION OF MAILING:

I, Lisa Marshall, Monroe County Code Compliance, declare under penalty of perjury, that I mailed a duplicate copy of the above-mentioned Notice via First Class Mail to: MOHN PETER & ARACELI , PO BOX 553 , KEY WEST, FL 33041 .

Signature: _____

Sworn to and subscribed before me this 11th day of July, 2023.

NICOLE M. PETRICK
MY COMMISSION # HH 207102
EXPIRES: January 3, 2026

Nicole M. Petrick
Notary Public, State of Florida

PETITIONER'S EXHIBIT
2
2 of 6

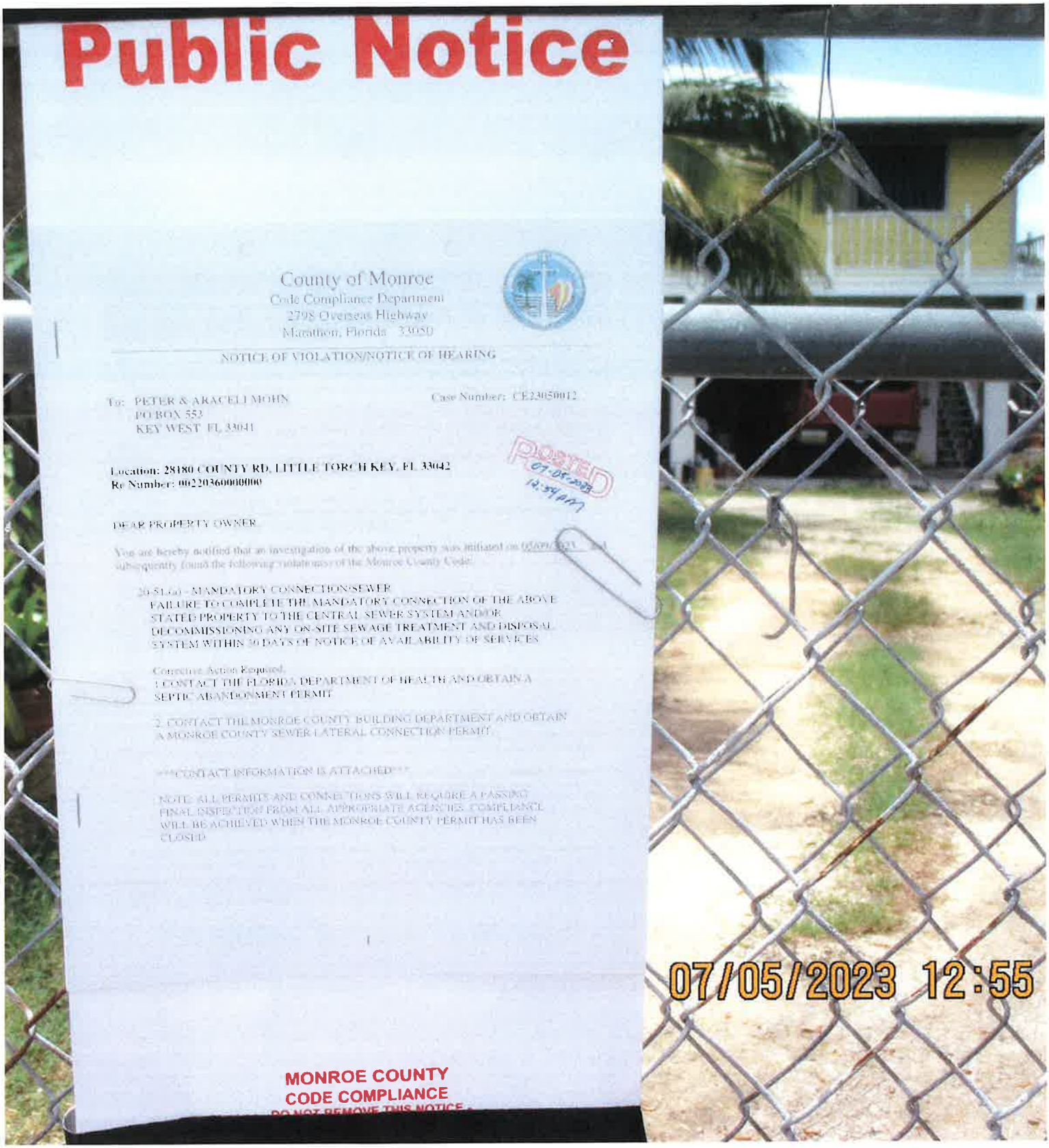




CE23050012
07/05/2023

28180 COUNTY RD, LITTLE TORCH KEY
INSPECTOR HICKS

PETITIONER'S EXHIBIT
2
3 of 6



CE23050012
07/05/2023

28180 COUNTY RD, LITTLE TORCH KEY
INSPECTOR HICKS

PETITIONER'S EXHIBIT
2
4 of 6

MONROE COUNTY CODE COMPLIANCE
AFFIDAVIT OF POSTING

CASE: CE23050012
INSP: HICKS, SHAWN

I, Chris Grant, Monroe County Code Compliance, declare under penalty of perjury, that I posted the property owned by: MOHN PETER & ARACELI , described as 28180 COUNTY RD , LITTLE TORCH KEY, FL 33042 , having the property RE#: 00220360000000 with the Notice of Violation/Notice of Hearing for this case with a Hearing Date of 07/27/2023 .

THIS NOTICE WAS POSTED AT:

_____ SUBJECT PROPERTY AS STATED ABOVE

Date: _____ Time: _____

CH, Monroe County Courthouse – 500 Whitehead Street, Key West, Florida

Date: 7/10/23 Time: 9:39 AM

_____ Monroe County Courthouse – 3117 Overseas Highway, Marathon, Florida

Date: _____ Time: _____

_____ Plantation Key Courthouse – 88820 Overseas Highway, Tavernier, Florida

Date: _____ Time: _____

Signature: _____

Sworn to and subscribed before me this 10 day of July, 2023.

Lisa S. Marshall

Notary Public, State of Florida

LISA S. MARSHALL
MY COMMISSION # HH 070328
EXPIRES: December 8, 2024
Bonded Thru Notary Public Underwriters

CERTIFICATION OF MAILING:

I, Lisa Marshall, Monroe County Code Compliance, declare under penalty of perjury, that I mailed a duplicate copy of the above-mentioned Notice via First Class Mail to: MOHN PETER & ARACELI , PO BOX 553 , KEY WEST, FL 33041 .

Signature: Lisa Marshall

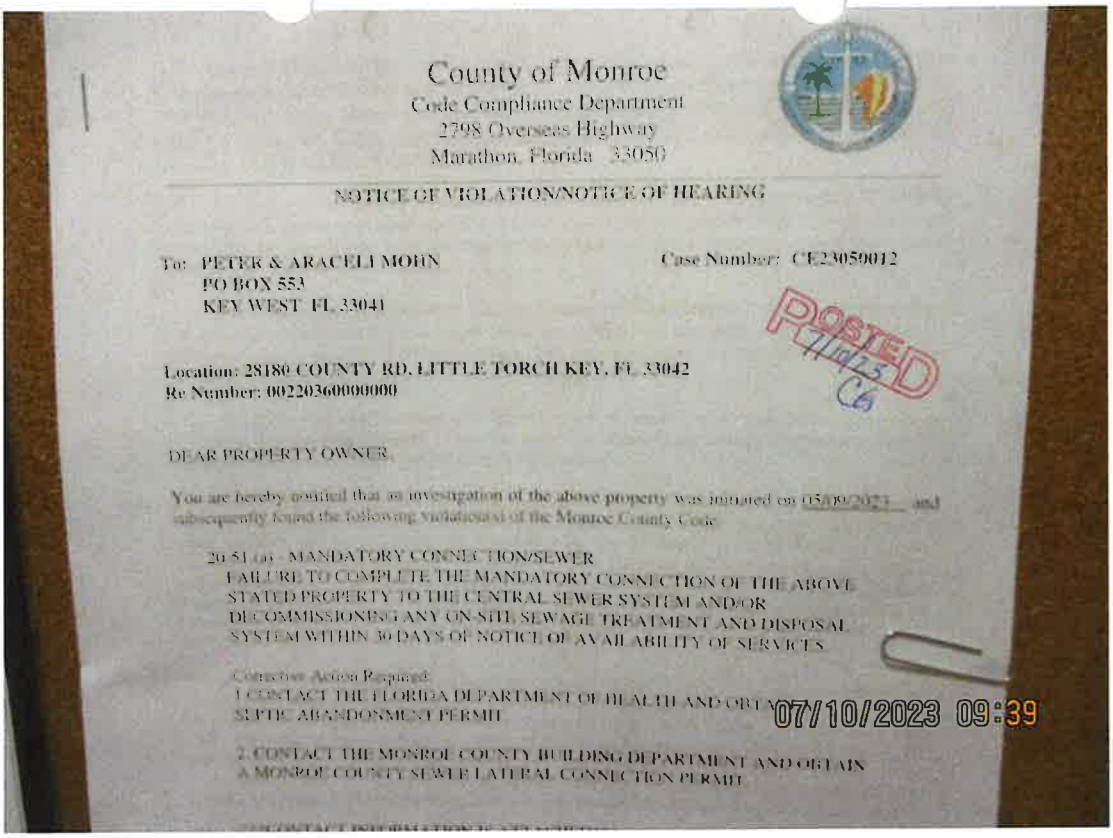
Sworn to and subscribed before me this 11th day of July, 2023.

Nicole M. Petrick

Notary Public, State of Florida

NICOLE M. PETRICK
MY COMMISSION # HH 207102
EXPIRES: January 3, 2026

PETITIONER'S EXHIBIT
2
5 of 6



County of Monroe
Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050

NOTICE OF VIOLATION/NOTICE OF HEARING

To: PETER & ARACELI MOHN
PO BOX 553
KEY WEST FL 33041

Case Number: CE23050012

POSTED 7/10/23 CG

Location: 28180 COUNTY RD, LITTLE TORCH KEY, FL 33042
Re Number: 00220360000000

DEAR PROPERTY OWNER,

You are hereby notified that an investigation of the above property was initiated on 05/09/2023 and subsequently found the following violation(s) of the Monroe County Code:

20-51.(a) - MANDATORY CONNECTION/SEWER
FAILURE TO COMPLETE THE MANDATORY CONNECTION OF THE ABOVE STATED PROPERTY TO THE CENTRAL SEWER SYSTEM AND/OR DECOMMISSIONING ANY ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM WITHIN 30 DAYS OF NOTICE OF AVAILABILITY OF SERVICES

Corrective Action Required:
1. CONTACT THE FLORIDA DEPARTMENT OF HEALTH AND OBTAIN A SEPTIC ABANDONMENT PERMIT

07/10/2023 09:39

2. CONTACT THE MONROE COUNTY BUILDING DEPARTMENT AND OBTAIN A MONROE COUNTY SEWER LATERAL CONNECTION PERMIT



CE23050012
28180 COUNTY RD
Inspector: GRANT
COURTHOUSE POSTING

RE:00220360000000
LITTLE TORCH KEY
JULY 10, 2023

PETITIONER'S EXHIBIT
2
6 of 6





CE23050012
05/09/2023

28180 COUNTY RD, LITTLE TORCH KEY
INSPECTOR HICKS

PETITIONER'S EXHIBIT
3

County of Monroe
Code Compliance Department
COURTESY NOTICE OF CODE VIOLATION

Case: CE23050012
Date Issued: 05/11/2023
RE# 00220360-000000
Property Location:
28180 County Rd.
Little Torch Key, FL 33042

Owner/Tenant: Peter & Araceli Mohn
PO Box 553
Key West, FL 33041

This letter is intended to seek your cooperation in bringing your property into compliance without further Code Compliance Action. An Inspection of this property reveals violations of the following:

___ Property to be cleaned of Trash & Debris

___ Property overgrown/requires mowing and /or cleaned of High Weeds

___ Unlawful Disposal/Dumping or disposal of any solid waste, or trash and debris

___ Parking/Storage and/or habitation of Trucks, Trailers, Travel Trailers and RV's

___ Rights of Way Use or Improvements

_X_ Other: Mandatory connection/Sewer

Corrective: Contact the Florida Department of Health and obtain a septic abandonment permit. Contact the Monroe County Building Department and obtain a Monroe County sewer lateral connection permit. Contact information herein.

Corrective measures must be taken within __30_days from the date of hand delivery, posting or postmark of this communication. Failure to comply within allotted time may result in a Notice of Violation/Notice of Hearing being issued to you. **IT IS YOUR RESPONSIBILTY TO CONTACT THE CODE INSPECTOR** for re-inspection. Please contact your inspector at the appropriate location indicated below.

_X_ Middle Keys: 2798 Overseas Hwy., Suite 330, Marathon, FL 33050 (305) 289-2810

____ Upper Keys: 102050 Overseas Hwy., Suite 225, Key Largo, FL 33037 (305) 453-8806

Prepared by: _____
(Shawn Hicks)
Phone Number:305-289-2563
Email: hicks-shawn@monroecounty-fl.gov

Date May 11, 2023

PETITIONER'S EXHIBIT 4 1 of 2

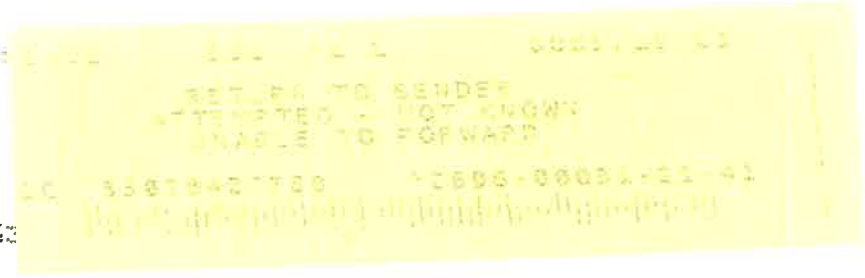
SK

County of Monroe
CODE COMPLIANCE
2798 Overseas Highway, Suite 330
Marathon, FL 33050-2227

MIAMI FL 330
11 MAY 2023PM 6 L



Owner/Tenant: Peter & Araceli Mohn
PO Box 553
Key West, FL 33041





Monroe County, FL

PROPERTY RECORD CARD

Disclaimer

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.

By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID	00220360-000000
Account#	1287580
Property ID	1287580
Millage Group	100H
Location Address	28180 COUNTY Rd, LITTLE TORCH KEY
Legal Description	BK 1 LT 6 MATES BEACH PLAT #6 LITTLE TORCH KEY PB5-12 OR282-68/71 OR755-923 OR796-648 OR800-886 OR853-1540Q/C OR887-1967 OR905-2489 OR1351-241 OR1580-659 OR2226-44Q/C (Note: Not to be used on legal documents.)
Neighborhood	675
Property Class	SINGLE FAMILY RESID (0100)
Subdivision	MATES BEACH NO 6
Sec/Twp/Rng	28/66/29
Affordable Housing	No



Owner

MOHN PETER
PO Box 553
Key West FL 33041

MOHN ARACELI
PO Box 553
Key West FL 33041

Valuation

		2024 Certified Values	2023 Certified Values	2022 Certified Values	2021 Certified Values
+	Market Improvement Value	$237,659	$228,163	$233,233	$191,504
+	Market Misc Value	$3,122	$3,136	$3,149	$3,163
+	Market Land Value	$664,950	$705,169	$643,500	$343,200
=	Just Market Value	**$905,731**	**$936,468**	**$879,882**	**$537,867**
=	Total Assessed Value	**$715,901**	**$650,819**	**$591,654**	**$537,867**
-	School Exempt Value	$0	$0	$0	$0
=	School Taxable Value	**$905,731**	**$936,468**	**$879,882**	**$537,867**

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2024	$664,950	$237,659	$3,122	$905,731	$715,901	$0	$905,731	$0
2023	$705,169	$228,163	$3,136	$936,468	$650,819	$0	$936,468	$0
2022	$643,500	$233,233	$3,149	$879,882	$591,654	$0	$879,882	$0
2021	$343,200	$191,504	$3,163	$537,867	$537,867	$0	$537,867	$0
2020	$348,563	$193,706	$3,177	$545,446	$541,162	$0	$545,446	$0
2019	$308,344	$180,430	$3,191	$491,965	$491,965	$0	$491,965	$0
2018	$284,625	$184,830	$2,416	$471,871	$471,871	$0	$471,871	$0

The Maximum Portability is an estimate only and should not be relied upon as the actual portability amount. Contact our office to verify the actual portability amount.

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
RESIDENTIAL CANAL (010C)	15,000.00	Square Foot	100	150

Buildings

Building ID	13983	**Exterior Walls**	HARDIE BD
Style	STILT 1 STORY	**Year Built**	1996
Building Type	S.F.R. - R1 / R1	**EffectiveYearBuilt**	2012
Building Name		**Foundation**	CONC PILINGS
Gross Sq Ft	3423	**Roof Type**	GABLE/HIP
Finished Sq Ft	1207	**Roof Coverage**	METAL
Stories	2 Floor	**Flooring Type**	CONC S/B GRND
Condition	AVERAGE	**Heating Type**	NONE with 0% NONE
Perimeter	156	**Bedrooms**	3
Functional Obs	0	**Full Bathrooms**	2
Economic Obs	0	**Half Bathrooms**	0
Depreciation %	13	**Grade**	450
Interior Walls	WALL BD/WD WAL	**Number of Fire Pl**	0

Code	Description	Sketch Area	Finished Area	Perimeter
CPF	COVERED PARKING FIN	561	0	100
ELF	ELV FIN FD	578	0	102
SPX	EXEC SC PORCH	170	0	54
FLA	FLOOR LIV AREA	1,207	1,207	156
OUF	OP PRCH FIN UL	363	0	260
SBF	UTIL FIN BLK	544	0	100
TOTAL		**3,423**	**1,207**	**772**

Yard Items

Description	Year Built	Roll Year	Size	Quantity	Units	Grade
WOOD DECK	1995	1996	0 x 0	1	12 SF	3
WOOD DOCKS	1995	1996	11 x 20	1	220 SF	1
CONC PATIO	1995	1996	4 x 17	1	68 SF	2
FENCES	1999	2000	6 x 48	1	288 SF	2

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
5/20/1999	$225,000	Warranty Deed		1580	659	Q - Qualified	Improved		
4/1/1995	$42,000	Warranty Deed		1351	0241	Q - Qualified	Vacant		
2/1/1984	$19,500	Warranty Deed		905	2489	Q - Qualified	Vacant		
8/1/1979	$10,000	Conversion Code		800	886	Q - Qualified	Vacant		

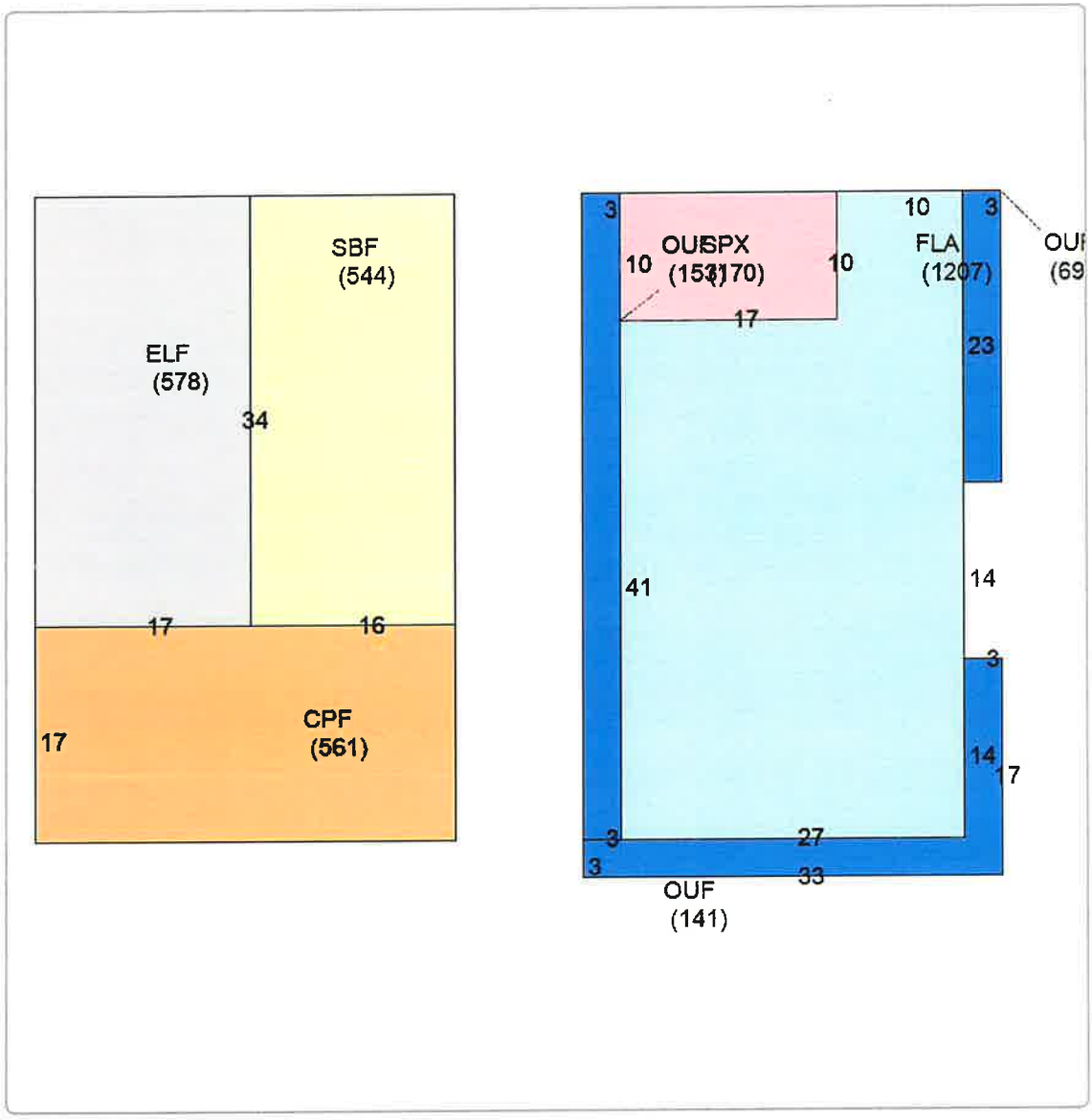
Permits

Number	Date Issued	Status	Amount	Permit Type	Notes
22101160	05/05/2022	Completed	$11,500	Residential	REPLACE 4 TON 12 SEER A/C UNIT WITH A 4 TON 16 SEER A/C UNIT
18105968	12/05/2018	Completed	$24,000	Residential	RE-ROOF - REMOVE AND REPLACE 2,600 SF OF EXISTING ROOF MATERIAL. INSTALL GRACE ICE UNDERLAYMENT. INSTALL 3"X3" CUSTOM EAVE DRIP. INSTALL V CRIMP METAL ROOF.
98101087	08/27/1998	Completed	$1,500	Residential	441 SF ENCLSOURE FOR STORAGE AND PARKING ONLY
97101227	08/12/1997	Completed	$3,000	Residential	1,655 SF SLAB UNDER SFR
95101796	12/20/1995	Completed	$100	Residential	INSTALL 1/2" COPPER TUBE FOR GAS RANGE.
94100122	01/01/1995	Completed	$54,900	Residential	SFR - 2448 SF WITH 1,280 SF GROUND SLAB

View Tax Info

View Taxes for this Parcel

Sketches (click to enlarge)


SBF
(544)
ELF
(578)
34
17
16
CPF
(561)
17
3
OUSPX
(153170)
10
10
17
10
FLA
(1207)
3
23
41
14
3
14
7
3
27
3
33
OUF
(141)

Photos



Map



TRIM Notice

2024 TRIM Notice (PDF)

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the
| User Privacy Policy | GDPR Privacy Notice
Last Data Upload: 3/14/2025, 1:29:44 AM

Contact Us

Developed by SCHNEIDER GEOSPATIAL

Sam C. Steele C.F.C.
Monroe County Tax Collector

2024 Paid Real Estate

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CODE	MILLAGE CODE	PROPERTY ID #
1287580		100H	1287580

MOHN PETER
MOHN ARACELI
PO Box 553
Key West, FL 33041-0553

ORIGINAL TAX BILL RETURNED

00220360000000286629
28180 COUNTY Rd

BK 1 LT 6 MATES BEACH PLAT #6 LITTLE TORCH KEY PB5-12 OR282-68/71 OR755-923 OR796-648 OR800-886 OR85

Paid 11/26/2024 $7,138.22
Receipt # 127-24-00002698

AD VALOREM TAXES

TAXING AUTHORITY	TELEPHONE	ASSESSED VALUE	EXEMPTION AMT	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED
SCHOOL STATE LAW	305-293-1400	905,731	0	905,731	1.0660	965.51
SCHOOL LOCAL BOARD	305-293-1400	905,731	0	905,731	1.7980	1,628.50
GENERAL FUND	305-292-4473	715,901	0	715,901	0.9315	666.86
F&F LAW ENFORCE JAIL	305-292-7017	715,901	0	715,901	1.7232	1,233.64
HEALTH CLINIC	305-293-7500	715,901	0	715,901	0.0382	27.35
GENERAL PURPOSE	305-292-4473	715,901	0	715,901	0.1756	125.71
MOSQUITO CONTROL	305-292-7190	715,901	0	715,901	0.4344	310.99
M C LOCAL ROAD PATROI	305-292-7017	715,901	0	715,901	0.2889	206.82
SFWM DIST	800-432-2045	715,901	0	715,901	0.0948	67.87
OKEECHOBEE BASIN	800-432-2045	715,901	0	715,901	0.1026	73.45
LOWER & MIDDLE KEYS F	305-292-4473	715,901	0	715,901	1.7414	1,246.67
EVERGLADES CONST PR.	800-432-2045	715,901	0	715,901	0.0327	23.41
				AD VALOREM TAXES:	8.4273	$6,576.78

BILL EXPRESS
SCAN TO PAY ONLINE!

WWW.MONROETAXCOLLECTOR.COM
GET BILLS BY EMAIL

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	UNITS	AMOUNT
MO CO SOLID WASTE	305-295-4323	1.000	548.58
MO CO WW: CUDJOE OUTER ISLAND	305-289-6051	1.000	310.29
		NON-AD VALOREM ASSESSMENTS:	$858.87

TOTAL COMBINED TAXES AND ASSESSMENTS:

$7,435.65

Sam C. Steele C.F.C.
Monroe County Tax Collector

PO BOX 1129, KEY WEST, FL 33041-1129
305-295-5000

ACCOUNT

1287580

2024 Paid Real Estate

RETURN THIS PORTION

MOHN PETER
MOHN ARACELI
PO Box 553
Key West, FL 33041-0553

PAY ONLY ONE AMOUNT

IF PAID BY	PLEASE PAY
☐ Nov 30, 2024	$0.00
☐	
☐	
☐	
☐	

• PLEASE DO NOT WRITE BELOW THIS LINE •

PLEASE MAKE CHECKS PAYABLE TO:
SAM STEELE, TAX COLLECTOR
U.S. FUNDS ONLY

Paid 11/26/2024 Receipt # 127-24-00002698 $7,138.22
Paid By MOHN PETER

2559

MONROE COUNTY, FLORIDA

RESOLUTION NO.057-2014

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, ADOPTING THE PROCEDURES TO BE USED AFTER A FINAL ORDER HAS BEEN RENDERED BY THE CODE COMPLIANCE SPECIAL MAGISTRATE TO INITIATE INJUNCTIVE RELIEF FOR NON-COMPLIANT PROPERTIES, FORECLOSURE AND/OR MONEY JUDGMENT ACTIONS FOR COLLECTION OF UNPAID FINES AND/OR COSTS FROM A PROPERTY OWNER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 162.09(1), Florida Statutes and Monroe County Code Section 8-31(a) give the Special Magistrate appointed to hear Code Compliance cases the authority to impose fines and costs including the cost of repairs if the County is forced to make repairs, after a finding that the property owner has violated the Monroe County Code(s); and

WHEREAS, pursuant to Section 162.09(3), Florida Statutes and Monroe County Code 8-31(c), a certified copy of an Order imposing a fine or a fine plus repair costs may be recorded in the public records and thereafter constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator; and

WHEREAS, a certified copy of the Order imposing the fines and costs becomes a lien on all real and personal property owned by the violator once recorded with the County Clerk; and

WHEREAS, the County has the authority to initiate litigation to enforce its codes and recorded liens; and

WHEREAS, the initiation of litigation may be the only incentive for some property owners to gain compliance; and

WHEREAS, the Board of County Commissioners finds it in the public's interest to have a formalized written procedure to be used after a Final Order has been rendered by the Code Compliance Special Magistrate to initiate injunctive relief on non-compliant properties, foreclosure and/or money judgment actions for collection of unpaid fines and/or costs from a property owner;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY:

Section 1: The County's formal procedure is hereby adopted as set forth in **Attachment A: PROCEDURES TO BE USED AFTER A FINAL ORDER HAS BEEN RENDERED BY THE CODE COMPLIANCE SPECIAL MAGISTRATE TO INITIATE INJUNCTIVE RELIEF FOR NON-COMPLIANT PROPERTIES, FORECLOSURE AND/OR MONEY JUDGMENT ACTIONS FOR COLLECTION OF UNPAID FINES AND/OR COSTS FROM A PROPERTY OWNER.**

Section 2: This resolution and the incorporated policies shall become effective upon adoption by the County Commission.

PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS of Monroe County, Florida, at a regular meeting of said board held on the 19th of March, 2014.

Mayor Sylvia Murphy	Yes
Mayor *pro tem* Danny L. Kolhage	Yes
Commissioner Heather Carruthers	Yes
Commissioner George Neugent	Yes
Commissioner David Rice	Yes

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY: Sylvia J. Murphy
Mayor Sylvia Murphy

(SEAL)
ATTEST: AMY HEAVILIN, CLERK

Deputy Clerk

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
LISA GRANGER
ASSISTANT COUNTY ATTORNEY
Date 3/5/14

FILED FOR RECORD
2014 APR -3 PM 1:45
CLERK CIR. CT.
MONROE COUNTY, FL

ATTACHMENT A

PROCEDURES TO BE USED AFTER A FINAL ORDER HAS BEEN RENDERED BY THE CODE COMPLIANCE SPECIAL MAGISTRATE TO INITIATE INJUNCTIVE RELIEF FOR NON-COMPLIANT PROPERTIES, FORECLOSURE AND/OR MONEY JUDGMENT ACTIONS FOR COLLECTION OF UNPAID FINES AND/OR COSTS FROM A PROPERTY OWNER

1. Special Magistrate (SM) enters a Final Order imposing a compliance date, fines and/or costs after a finding of violation of Monroe County Code(s) by property owner (violator) or approving a Stipulated Agreement with an agreed upon compliance date and fine amounts. The Final Order of SM providing the compliance date, and imposing fines and/or costs is provided to the property owner as soon as practicable. Referrals, if not made previously, are made to other agencies in appropriate circumstances.

2. The Final Order of the SM is recorded by Code Compliance (CC) as a lien by Code Compliance within 14 days after the compliance date for those cases that have not achieved compliance.

3. The Final Order of the SM is recorded as a lien by CC within 45 days after the compliance date for those cases that have achieved compliance by the compliance date but have outstanding costs in excess of $200.

4. If compliance is not achieved within 75 days of the recording of the lien, then a re-inspection of the property is completed by the Code Inspector assigned to the case. If the property is still not in compliance then a demand letter including the current amount of fines and/or costs is sent to the property owner.

5. If compliance is not achieved within 90 days of the recording of the lien and/or the lien is not satisfied, then CC will research the subject property to determine:

   i. if the subject property is homesteaded;
   ii. if the subject property is the only property owned by property owner/violator;
   iii. what efforts, if any, the property owner has made to achieve compliance;
   iv. the amount of the lien accrued to date; and
   v. any other relevant factors, including but not limited to researching the status of the property owner, i.e. any Lis Pendens filed against the property or property owner, any pending or closed foreclosure actions, any open, pending or discharged Bankruptcy petitions.

6. CC staff shall provide a written memo or email to the County Attorney's Office (CAY) with the results of the research outlined and requested further action.

7. The CAY will review the information provided by CC staff.

8. The CAY will move the SM per F.S. 162.09 for an Order authorizing foreclosure or a money judgment action; and,

i. The Code Compliance Liaison (Liaison) will schedule the motion for the next available SM hearing for a Motion for approval to proceed with a foreclosure and/or money judgment action;
ii. The Liaison will mail a Notice of Hearing and Notice of Motion prepared by the Liaison and signed by the CAY to the property owner by certified mail noticing the owner of the date, time, place and the substance (collection action, foreclosure and/or money judgment and/or writ of attachment) of the motion;
iii. The Liaison will email/calendar a re-inspection request to the assigned Inspector to conduct inspection prior to the next available SM hearing;
iv. The Motion hearing is heard by SM on the specified date;
v. If SM finds foreclosure or money judgment is appropriate, the Liaison will notice the property owner of the SM's ruling and email/calendar a re-inspection request to the assigned Inspector to conduct an inspection within 30 days of the SM ruling;
vi. CAY will seek permission from the Board of County Commissioners to file for foreclosure or money judgment in court;
vii. The assigned Code Inspector will continue to monitor the property for compliance through re-inspections every 90 days and attempts to notify the owner by a quick email letter, telephone call or demand letter every 90 days to inform them that the property is not in compliance and fines are running. The assigned Code Inspector will provide written updates to the CAY every 90 days.

9. Subsequent to the SM's ruling on the Motion, the CAY will place an item on the Commission's agenda seeking the Board's direction and authorization on further enforcement and collection efforts. Potential options for litigation include seeking injunctive relief, a money judgment for the unpaid fines, foreclosure, or other relief. Potential non-litigation options include referral to another agency, allowing liens to accrue, or other relief.

10. If the recommended legal action is referral to another agency, release of lien, or allowing liens to accrue, CAY will send a written memo or email to the Director of Code Compliance outlining recommendation.

11. Once authority is granted by SM and/ or Board of County Commissioners, CC will order a title search on non-homesteaded properties, and the assigned Code Inspector will conduct a re-inspection after receipt of the title search. Litigation will commence after the title search is completed and a current re-inspection is completed. The assigned Code Inspector will continue to monitor the property for compliance through re-inspections every 90 days and attempts to contact the property owner by a quick email letter, telephone call or demand letter every 90 days that the property is not in compliance and fines are running. The assigned Inspector will provide written updates to the CAY every 90 days.

12. If the Board decides not to authorize injunction or enforcement litigation, a decision from the Board could include direction to:

    i. Allow lien to remain filed and accrue interest until sale or refinancing; or
    ii. Release the lien; or
    iii. Request CC staff to provide a progress report on compliance efforts annually at the March BOCC meeting.

Exception –If a violation poses a serious threat to the public health, safety & welfare then immediate permission to file an action for an inspection warrant, injunction and/or demolition may be sought with BOCC direction.

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: P4
2023-3838

BULK ITEM: No

DEPARTMENT: County Attorney

TIME APPROXIMATE:
N/A

STAFF CONTACT: Gaelan Jones

AGENDA ITEM WORDING: Approval to renew contract with Goodman-Gable Gould Company d/b/a Adjusters International to provide Insurance Adjusting Claim Services.

ITEM BACKGROUND:

This item asks for approval for a Second Amendment to the Agreement with The Goodman-Gable-Gould Company d/b/a Adjusters International, to provide insurance adjusting claims services following a catastrophic event such as a hurricane. The Agreement serves as a retainer agreement. The County would use the services of the contractor to submit claims to the County's insurers following catastrophic events resulting in significant damage, such as hurricanes. Minor/incidental events are handled internally by staff when assistance of adjusting firm is not required.

Other key points: the firm's fee is based on a percentage of actual recovery. If there are no claims (i.e., no hurricanes/major disasters assigned by Monroe County to the Contractor), there is no fee paid to the Contractor

- If the firm's services are used, compensation will be as follows:
  - Claims from $0 to $1 million: firm's fee will be 7% of recovery
  - Claims > $1 million: firm's fee will be 10% of actual recovery

---

PREVIOUS RELEVANT BOCC ACTION:
The most recent agreement with G-G-G was issued in 2023 following an RFP, and had an initial term of 1 year, with options to extend for three (3) terms of one (1) year each at the County's option. The first Amendment to extend (1) additional year was approved at the May 20, 2024 Board meeting. This Amendment exercises the second of the three options, and extends the Agreement by one (1) additional year

---

INSURANCE REQUIRED:

Yes

CONTRACT/AGREEMENT CHANGES:
Exercising 2nd of 3 options to renew contract for an additional one (1) year term

---

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

Monroe County BOCC- Updated COI GGG.pdf
GGG Agreement 23-27.pdf
Adjusters International 1st amendment
MCBOCC - 2nd Amendment PC Signed.pdf
2025 03 GGG COI GL AUT PL exp 1.1.26 signed.pdf

FINANCIAL IMPACT:

Effective Date: 6/1/2023

Expiration Date: 5/31/2027

Total Dollar Value of Contract: Based on recoveries.

Total Cost to County: Based on recoveries.

Current Year Portion:

Budgeted: Yes

Source of Funds: Internal Service Fund/Primarily Ad Valorem

CPI: N/A

Indirect Costs: N/A

Estimated Ongoing Costs Not Included in above dollar amounts: N/A

Revenue Producing: N/A **If yes, amount:**

Grant: N/A

County Match: N/A

Insurance Required: Yes

Additional Details: N/A

MOLECUL-01 KWENGLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Maury, Donnelly & Parr, Inc. 24 Commerce St. Baltimore, MD 21202	CONTACT NAME: PHONE (A/C, No, Ext): (410) 685-4625 FAX (A/C, No): (410) 685-3071 E-MAIL ADDRESS:
INSURED The Goodman-Gable-Gould Company 3903 Naylors Lane Baltimore, MD 21208	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Phoenix Insurance Company — 25623 INSURER B : Evanston Insurance Company — 35378 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		630-A6765992	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 10,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X		810-A6702876	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP-A727994A	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Errors & Ommissions			MKLV1PEO003729	1/1/2025	1/1/2026	Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability Coverage -
Limit: $5M Claim / $5M Agg.
Deductible: $25K Claim / $75K Agg.
Retroactive Date: Full Prior Acts

Monroe County, Board of County Commissioners its employees, and officials will be included as Additional Insureds as respects to General Liability and Auto Liability for operations performed by Named Insured on all policies except for Workers Compensation

CERTIFICATE HOLDER

Monroe County BOCC
1100 Simonton Street
Key West, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

DATE: April 27, 2023

TO: Brian Bradley, Manager
Risk Management

FROM: Pamela G. Hancock, D.C.

SUBJECT: April 19th BOCC Meeting

Attached is an electronic copy of the following item for your handling:

O4 Contract with Goodman-Gable Gould Company d/b/a Adjusters International to provide Insurance Adjusting Claim Services. The services of the Contractor will be used following catastrophic events resulting in significant damage, such as hurricanes.

Should you have any questions, please feel free to contact me at (305) 292-3550.

cc: County Attorney
Finance
File

AGREEMENT BETWEEN MONROE COUNTY
AND
GOODMAN-GABLE-GOULD COMPANY /
ADJUSTERS INTERNATIONAL
FOR
PUBLIC ADJUSTING CLAIM SERVICES

THIS AGREEMENT is made and entered into this 19th day of April 2023, by MONROE COUNTY BOARD OF COUNTY COMMISSIONERS ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040 and Goodman-Gable-Gould/Adjusters International (GGG/AI) ("CONTRACTOR" or "CONSULTANT"), whose address is 6767 N. Wickham Road, Suite 501, Melbourne, FL 32940.

This Agreement shall consist of the terms, conditions and covenants contained in this Agreement, including all exhibits, and shall also include any and all representations contained in the Proposal submitted by the Contractor in response to the Request for Proposals (RFP) for Public Adjusting Claims Services, a copy of which is incorporated by reference.

Section 1. SCOPE OF SERVICES

CONTRACTOR shall do, perform and carry out in a professional and proper manner certain duties as described in the Scope of Services – Exhibit A – which is attached hereto and made a part of this agreement.

CONTRACTOR shall provide the scope of services in Exhibit A for COUNTY. CONTRACTOR warrants that it is authorized by law to engage in the performance of the activities herein described, subject to the terms and conditions set forth in these Agreement documents. The CONTRACTOR shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Contractor shall provide services using the following standards, as a minimum requirement:

A. The CONTRACTOR shall maintain adequate staffing levels to provide the services required under the Agreement resulting from this RFP process.
B. The personnel shall not be employees of or have any contractual relationship with the County. To the extent that Contractor uses subcontractors or independent contractors, this Agreement specifically requires that subcontractors and independent contractors shall not be an employee of the County.
C. All personnel engaged in performing services under this Agreement shall be fully qualified, and, if required, to be authorized or permitted under State and local law to perform such services.

Section 2. COUNTY'S RESPONSIBILITIES

2.1 Upon occurrence of an event that requires the Contractor's assistance, the County shall issue a notice to proceed to the Contractor. The County shall also provide a schedule of the structures that need to be evaluated.

Section 3. TERM OF AGREEMENT

3.1 The initial Agreement term will be for one (1) year beginning the 1st day of June 2023 ("Effective Date"). The Agreement shall be renewable at the County's sole option for three (3) additional consecutive one year terms.

3.2 Modification: If either party desires to modify this Agreement, it shall notify the other in writing at least thirty (30) days prior to the effective date of such modification. In the case of proposed modification, the party receiving the notification of the proposed modification shall itself notify the other party within ten (10) days after receipt of notice of its agreement to the proposed modification. Failure to do so shall terminate this Agreement.

Section 4. PAYMENT TO CONTRACTOR

4.1 Compensation to the CONTRACTOR:

- Claims that result in recovering ranging from $0 to $1,000,000 from COUNTY's insurers will be billed at 7.0% of actual recovery.
- Claims in excess of $1,000,000 from COUNTY's insurers will be billed at 10% of actual recovery.

4.2 Payment will be made according to the Florida Local Government Prompt Payment Act, Section 218.70, Florida Statutes. The Provider shall submit the invoice and supporting documentation acceptable to the Clerk to the County's Risk Manager. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules and regulations as may govern the clerk's disbursal of funds. The Risk Manager shall review the request, note his/her approval on the request and forward it to the Clerk for payment.

4.3 Continuation of this Agreement beyond the initial fiscal year is contingent upon annual appropriation by Monroe County.

Section 5. CONTRACT TERMINATION

5.1 Termination for Cause: Either party may terminate this Agreement because of the failure of the other party to perform its obligations under the Agreement. In the event of such breach, the party shall provide notice to the other party, and shall give the other party at least business days within which to cure the breach. If the breach is not cured within that time period, the Agreement may be terminated for cause.

5.2 Termination for Convenience: The COUNTY may also terminate this Agreement without cause upon thirty (30) days' notice to the CONTRACTOR. The COUNTY shall pay CONTRACTOR for work performed through the date of termination.

Section 6. CONTRACTOR'S ACCEPTANCE OF CONDITIONS

A. CONTRACTOR hereby agrees that he has carefully examined the RFP, his/her response, and this Agreement and has made a determination that he/she has the personnel, equipment, and other requirements suitable to perform this work and assumes full responsibility therefore. The provisions of the Agreement shall control any inconsistent

provisions contained in the specifications. All specifications have been read and carefully considered by CONTRACTOR, who understands the same and agrees to their sufficiency for the work to be done. Under no circumstances, conditions, or situations shall this Agreement be more strongly construed against COUNTY than against CONTRACTOR.

B. Any ambiguity or uncertainty in the specifications shall be interpreted and construed by COUNTY, and its decision shall be final and binding upon all parties.
C. The passing, approval, and/or acceptance by COUNTY of any of the services furnished by CONTRACTOR shall not operate as a waiver by COUNTY of strict compliance with the terms of this Agreement, and specifications covering the services.
D. CONTRACTOR agrees that County Administrator or his designated representatives may visit CONTRACTOR'S facility (ies) periodically to conduct random evaluations of services during CONTRACTOR'S normal business hours.
E. CONTRACTOR has, and shall maintain throughout the term of this Agreement, appropriate licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to COUNTY upon request.

Section 7. NOTICES

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

To the COUNTY: Risk Manager
1111 12th Street, Suite 408
Key West, Florida 33040

To the CONTRACTOR: Pat Cuccaro
6767 N. Wickham Rd., Suite 501
Melbourne, FL 32940

Section 8. RECORDS

CONTRACTOR shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the agreement and for five (5) years following the termination of this Agreement. If an auditor employed by the COUNTY or Clerk determines that monies paid to CONTRACTOR pursuant to this Agreement were spent for purposes not authorized by this Agreement, the CONTRACTOR shall repay the monies together with interest calculated pursuant to Section 55.03 of the Florida Statutes, running from the date the monies were paid to CONTRACTOR.

Pursuant to F.S. 119.0701 and the terms and conditions of this contract, the CONTRACTOR is required to:

(1) Keep and maintain public records that would be required by the County to perform the service.

(2) Upon receipt from the County's custodian of records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the County.

(4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the CONTRACTOR or keep and maintain public records that would be required by the County to perform the service. If the CONTRACTOR transfers all public records to the County upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of records, in a format that is compatible with the information technology systems of the County.

(5) A request to inspect or copy public records relating to a County contract must be made directly to the County, but if the County does not possess the requested records, the County shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

If the CONTRACTOR does not comply with the County's request for records, the County shall enforce the public records contract provisions in accordance with the contract, notwithstanding the County's option and right to unilaterally cancel this contract upon violation of this provision by the CONTRACTOR. A CONTRACTOR who fails to provide the public records to the County or pursuant to a valid public records request within a reasonable time may be subject to penalties under section119.10, Florida Statutes.

The CONTRACTOR shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,

CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRIAN BRADLEY AT PHONE# 305-292-3470 BRADLEY-BRIAN@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY'S OFFICE 1111 12TH Street, SUITE 408, KEY WEST, FL 33040.

Section 9. EMPLOYEES SUBJECT TO COUNTY ORDINANCE NOS. 010 AND 020-1990

The CONTRACTOR warrants that it has not employed, retained or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision the COUNTY may, in its discretion, terminate this agreement without liability and may also, in its discretion, deduct from the agreement or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

Section 10. CONVICTED VENDOR

By signing this agreement, CONTRACTOR represents that the execution of this Agreement will not violate the Public Entities Crime Act (Section 287.133, Florida Statutes). Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from County's competitive procurement activities.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an Agreement with a public entity for the construction or repair of a public building or public work, may not perform work as a CONTRACTOR, supplier, subcontractor, or CONTRACTOR under Agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for the Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

Section 11. GOVERNING LAW, VENUE, INTERPRETATION, COSTS AND FEES

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to Agreements made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the COUNTY and CONTRACTOR agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

Section 12. SEVERABILITY

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of

competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and CONTRACTOR agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

Section 13. ATTORNEY'S FEES AND COSTS

The COUNTY and CONTRACTOR agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, and court costs, as an award against the non-prevailing party. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the Circuit Court of Monroe County.

Section 14. BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the COUNTY and CONTRACTOR and their respective legal representatives, successors, and assigns.

Section 15. AUTHORITY

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

Section 16. ADJUDICATION OF DISPUTES OR DISAGREEMENTS

COUNTY and CONTRACTOR agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. This Agreement shall not be subject to arbitration.

Section 17. COOPERATION

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, COUNTY and CONTRACTOR agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. COUNTY and CONTRACTOR specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

Section 18. NONDISCRIMINATION

During the performance of this Agreement, the CONTRACTOR agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the

Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Section 19. COVENANT OF NO INTEREST

COUNTY and CONTRACTOR covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

Section 20. CODE OF ETHICS

The parties understand and agree that officers and employees of the COUNTY are required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

Section 21. NO SOLICITATION/PAYMENT

The COUNTY and CONTRACTOR warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the CONTRACTOR agrees that the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 22. FEDERAL CLAUSES

The County anticipates that some or all of the funds to pay for the services covered by this Agreement may come from federal grant awards, as that term is defined in 2 CFR part 200. Therefore, the following clauses are included in this Agreement:

22.1. Contractor agrees to comply with all applicable standards, orders or regulations issued

pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will reports violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

22.2. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

22.3. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required Certification Regarding Lobbying (and, if applicable, the Disclosure of Lobbying Activities). Both forms are attached to this Agreement in Section Three. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

22.4. Americans with Disabilities Act of 1990 (ADA) – The CONTRACTOR will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the CONTRACTOR pursuant thereto.

22.5. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

22.6 SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. The County strongly encourages the use of women-, minority- and veteran-owned business enterprises (SBEs) and wishes to see a of 5% of the contract or subcontracts awarded pursuant to this RFP go to SBEs. Contractor shall provide good faith effort and associated documentation. Contractors may search for Florida registered SBEs at: http://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd

Any proposal submitted in which the vendor is certified as an SBE, or in which the vendor proposes to use subcontractors that are certified as SBEs, must submit proof of the registration or certification from a federal, state or local authority in order to receive credit for the use of the SBE.

22.7 AUDIT OF RECORDS: Contractor shall grant to the County, Florida Division of Emergency Management (FDEM), Federal Emergency Management Agency (FEMA), Florida Department of Transportation, the Federal Government, and any other duly authorized agencies

of the State or Federal Government or the County where appropriate the right to inspect and review all books and records directly pertaining to the Contract resulting from this RFP for a period of five (5) years after final grant close-out by FEMA or DEM, or as required by applicable County, State and Federal law. Records shall be made available during normal working hours for this purpose.

In the event that FEMA, DEM, or any other Federal or State agency, or the County, issues findings or rulings that the amounts charged by the Contractor, or any portions thereof, were ineligible or were non-allowable under federal or state Law or regulation, Contractor may appeal any such finding or ruling. If such appeal is unsuccessful, the Contractor shall agree that the amounts paid to the Contractor shall be adjusted accordingly, and that the Contractor shall, within 30 days thereafter, issue a remittance to the County of any payments declared to be ineligible or non- allowable.

Contractor shall comply with federal and/or state laws authorizing an audit of Contractor's operation as a whole, or of specific Project activities.

22.8 Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

22.9 Beginning January 1, 2021, the Contractor shall utilize the U.S. Department of Homeland Security's E- Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractors during the Contract term. By entering into this agreement, the contractor or consultant verifies that it registers with and uses the E-Verify system. If the contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor must maintain the affidavit for the duration of this contract.

22.10 No Obligation by Federal Government. The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

22.11 Prohibition on certain telecommunications and video surveillance services or equipment (2 C.F.R. § 200.216: Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to (a) procure or obtain, (b) extend or renew a contract to procure or obtain, or (c) enter into a contract to procure or obtain equipment, services or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system or critical technology as part of any system. As used herein, the term "covered telecommunications equipment" means telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate). By entering into this

agreement, both the County and the Contractor agree that it has complied with the provisions in 2 C.F.R. § 200.216.

22.12 Domestic preference for procurements (2 C.F.R. § 200.322): As appropriate and to the extent consistent with law, the County should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

22.13 (If applicable): Procurement of recovered materials will apply as set forth in 2 CFR part 200.322.

Section 23. NON-WAIVER OF IMMUNITY

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the COUNTY and the CONTRACTOR in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any Agreement entered into by the COUNTY be required to contain any provision for waiver.

Section 24. PRIVILEGES AND IMMUNITIES

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Agreement within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

Section 25. LEGAL OBLIGATIONS AND RESPONSIBILITIES

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida constitution, state statute, and case law.

Section 26. NON-RELIANCE BY NON-PARTIES

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the COUNTY and the CONTRACTOR agree that neither the COUNTY nor the CONTRACTOR or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or

group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

Section 27. ATTESTATIONS

CONTRACTOR agrees to execute such documents as the COUNTY may reasonably require, including, but not being limited to, a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement, Lobbying and Conflict of Interest Clause, and Non-Collusion Agreement.

Section 28. NO PERSONAL LIABILITY

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

Section 29. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

Section 30. SECTION HEADINGS

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

Section 31. INSURANCE POLICIES

31.1 General Insurance Requirements for Other Contractors and Subcontractors.

As a pre-requisite of the work governed, the CONTRACTOR shall obtain, at his/her own expense, insurance as specified in any attached schedules, which are made part of this contract. The CONTRACTOR will ensure that the insurance obtained will extend protection to all Subcontractors engaged by the CONTRACTOR. As an alternative, the CONTRACTOR may require all Subcontractors to obtain insurance consistent with the attached schedules; however, CONTRACTOR is solely responsible to ensure that said insurance is obtained and shall submit proof of insurance to COUNTY. Failure to provide proof of insurance shall be grounds for termination of this Agreement.

The CONTRACTOR will not be permitted to commence work governed by this contract until satisfactory evidence of the required insurance has been furnished to the COUNTY as specified below. Delays in the commencement of work, resulting from the failure of the CONTRACTOR to provide satisfactory evidence of the required insurance, shall not extend deadlines specified

in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the CONTRACTOR's failure to provide satisfactory evidence.

The CONTRACTOR shall maintain the required insurance throughout the entire term of this contract and any extensions specified in the attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced and/or termination of this Agreement and for damages to the COUNTY. Delays in the completion of work resulting from the failure of the CONTRACTOR to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the CONTRACTOR's failure to maintain the required insurance.

The CONTRACTOR shall provide, to the COUNTY, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance
  or
- A Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the Contractor from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

31.2 Insurance Requirements For Contract Between County And Contractor
(Note: amounts of coverage are subject to change in final contract)

Prior to the commencement of work governed by this contract, the CONTRACTOR shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Bodily Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

$500,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

$200,000 per Person
$500,000 per Occurrence

$200,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all general liability policies issued to satisfy the above requirements.

31.3 Vehicle Liability Insurance requirements

Recognizing that the work governed by this contract requires the use of vehicles, the CONTRACTOR, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

$200,000 per Person
$300,000 per Occurrence
$200,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all vehicle liability policies issued to satisfy the above requirements.

31.4 Workers' Compensation Insurance Requirements

Prior to commencement of work governed by this contract, the CONTRACTOR shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the CONTRACTOR shall obtain Employers' Liability Insurance with limits of not less than:

$500,000 Bodily Injury by Accident
$500,000 Bodily Injury by Disease, policy limits
$500,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

31.5 Professional Liability Requirements

Recognizing that the work governed by this contract involves the furnishing of advice or services of a professional nature, the Contractor shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this contract.

The minimum limits of liability shall be:

$1,000,000 per occurrence/$2,000,000 Aggregate

Section 32. INDEMNIFICATION, HOLD HARMLESS AND DEFENSE

CONTRACTOR assumes and agrees to hold harmless, indemnify, protect, and defend the COUNTY and the COUNTY's elected and appointed officers and employees, Boards and Commissions, and any other agents, individually and collectively (collectively, "indemnified parties"), against any and all fines, penalties, lawsuits, claims, actions, causes of action, litigation, demands, obligations, administrative proceedings, appellate proceedings, or other proceedings relating to any and all types of injury (including death), loss, damage, fine, penalty, liability, judgment, or business interruption, and any and all costs, fees, attorney fees, or expenses that may be asserted against, initiated with respect to, or sustained by, any of the indemnified parties by reason of, arising out of, incident to, resulting from, or in connection with, (A) any and all activities, operations, or work of CONTRACTOR or any of its employees, agents, consultants, sub-contractors or other persons employed or utilized under any and all of the obligations and terms of this Agreement, (B) the negligence, errors, omissions, recklessness, or intentional or willful misconduct of CONTRACTOR or any of its employees, agents, consultants, sub-contractors or other persons employed or utilized, or (C) CONTRACTOR's non-conformance, breach, or default with respect to any of the obligations and terms under this Agreement. Insofar as the claims, actions, causes of action, litigation, proceedings, costs, fees, or expenses relate to events or circumstances that occur during the term of this Agreement, this section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement. CONTRACTOR agrees that the indemnified parties may select the attorneys to appear and defend such claims, actions, causes of action, or litigation on behalf of the indemnified parties. CONTRACTOR further agrees to pay at the CONTRACTOR's expense the attorneys' fees and costs incurred by those attorneys selected by the indemnified parties to appear and defend such claims, actions, causes of action, or litigation on behalf of the indemnified parties at the trial and appellate levels. CONTRACTOR agrees that the first ten dollars ($10.00) of remuneration paid to CONTRACTOR represents specific consideration for the indemnification obligation provided above. The extent of liability is in no way limited to, reduced or lessened by the insurance requirements contained elsewhere with in this Agreement.

The duty to defend under this Section is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the CONTRACTOR, the COUNTY and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the CONTRACTOR.

The CONTRACTOR's obligation to indemnify and defend under this Section will survive the expiration or earlier termination of this AGREEMENT until it is determined by final judgment that an action against the COUNTY or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

At all times and for all purposes hereunder, the CONTRACTOR is an independent contractor and not an employee of the Board of County Commissioners. No statement contained in this agreement shall be construed so as to find the CONTRACTOR or any of his/her employees, contractors, servants or agents to be employees of the Board of County Commissioners for Monroe County. As an independent contractor the CONTRACTOR shall provide independent, professional judgment and comply with all federal, state, and local statutes, ordinances, rules and regulations applicable to the services to be provided.

The CONTRACTOR shall be responsible for the completeness and accuracy of its work, plan, supporting data, and other documents prepared or compiled under its obligation for this project, and shall correct at its expense all significant errors or omissions therein which may be disclosed. The cost of the work necessary to correct those errors attributable to the CONTRACTOR and any damage incurred by the COUNTY as a result of additional costs caused by such errors shall be chargeable to the CONTRACTOR. This provision shall not apply to any maps, official records, contracts, or other data that may be provided by the COUNTY or other public or semi-public agencies.

The CONTRACTOR agrees that no charges or claims for damages shall be made by it for any delays or hindrances attributable to the COUNTY during the progress of any portion of the services specified in this contract. Such delays or hindrances, if any, shall be compensated for by the COUNTY by an extension of time for a reasonable period for the CONTRACTOR to complete the work schedule. Such an agreement shall be made between the parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the 19th day of April 2023.

(SEAL)

ATTEST: KEVIN MADOK, CPA, CLERK

By _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

by _____
Mayor/Chairman

(CORPORATE SEAL)
ATTEST:

By _____
Myndi Macgregor

GOODMAN-GABLE-GOULD/
ADJUSTERS INTERNATIONAL

by _____
Title: Pasquale Cuccaro
Senior Vice President / Principal

FILED FOR RECORD
2023 APR 27 AM 10:43

Approved as to form and legal sufficiency:
Monroe County Attorney's Office 3-27-2023
Cynthia E. Hall

EXHIBIT A
SCOPE OF SERVICES

SPECIFICATIONS

The firm shall provide adjusting services on an as needed basis. The firm will evaluate damage to County property and negotiate maximum settlements with its insurers following catastrophic events resulting in significant damage. In addition, the firm will assist the County in coordinating requests for Public Assistance from the Federal Emergency Management Agency (FEMA).

The following services will be expected of the successful proposer:

- Investigate and analyze all property damage associated with claims assigned to the adjuster.
- Review all insurance policies and determine the recoveries available to the County from each policy.
- Review pre-loss estimates that could affect recovery and recommend modifications if necessary.
- Prepare a concise, well documented replacement cost estimate of buildings and personal property damaged and determine the Actual Cash Value (ACV) if applicable.
- Evaluate "code upgrade" coverages and costs, if applicable.
- Negotiate interim and final settlements with the County insurers.
- Advise County management regarding the capture and development of loss information (including direct damage, extra expenses, and loss of income).
- Coordinate and integrate all areas of the claim effort on behalf of the County.
- Assist in the coordination of advance payments with the County insurers.
- Coordinate all inspections and meetings with the County's insurers.
- Provide regular status reports.
- Review all claim data with County representatives prior to being submitted to the insurers.
- Conduct and/or participate in all settlement discussions with the County's insurers.
- Maintain all information obtained during the services provided to the County as confidential.
- Expedite and maximize all recoveries available to the County.
- Coordinate with the Federal Emergency Management Agency (FEMA) if required.
- Any and all services required to resolve County claims with its insurers.

LOBBYING AND CONFLICT OF INTEREST CLAUSE

SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

"The Goodman-Gable-Gould Company/Adjusters International
(Company)

"...warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee."

(Signature)

Date: 3/17/2023

STATE OF FLORIDA

COUNTY OF

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 17th day of MARCH, 2023, by NEIL KAHN (name of affiant). He/she is personally known to me or has produced DRIVER'S LICENSE (type of identification) as identification.

NOTARY PUBLIC

My Commission expires: 10/3/26

MELINDA C. WHARTON
NOTARY PUBLIC
EXP. 10-03-2026
MONTGOMERY COUNTY, MARYLAND

NON-COLLUSION AFFIDAVIT

I, Neil C. Kahn of the city of Baltimore, Maryland according to law on my oath, and under penalty of perjury, depose and say that

1. I am Executive Vice President of the firm of Goodman-Gable-Gould/Adjusters International the bidder making the Proposal for the project described in the Request for Proposals for Public Adjusting Claim Services and that I executed the said proposal with full authority to do so;
2. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
3. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and
4. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
5. The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

(Signature)

Date: 3/17/2023

STATE OF FLORIDA

COUNTY OF

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 17th day of March, 2023, by NEIL KAHN (name of affiant). He/she is personally known to me or has produced Drivers License (type of identification) as identification.

NOTARY PUBLIC

My Commission expires: 10/3/26

MELINDA C. WHARTON NOTARY PUBLIC MONTGOMERY COUNTY, MARYLAND EXP. 10-03-2026

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statutes Section 287.087 hereby certifies that:

Goodman-Gable-Gould/Adjusters International

(Name of Business)

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposes a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Neil C. Kahn

(Signature)

Date: 3/17/2023

STATE OF: MARYLAND

COUNTY OF: MONTGOMERY

Subscribed and sworn to (or affirmed) before me on 3/17/2026 (date) by

NEIL KAHN (name of affiant). He/She is personally known to me or has

produced DRIVER'S LICENSE (type of identification) as identification.

Melinda C. Wharton

NOTARY PUBLIC

My Commission Expires: 10/3/26

MELINDA C. WHARTON NOTARY PUBLIC MONTGOMERY COUNTY, MARYLAND EXP. 10-03-2026

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

I have read the above and state that neither Goodman-Gable-Gould/Adjusters International (Proposer's name) nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

(Signature)

Date: 3/17/2023

STATE OF FLORIDA

COUNTY OF

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 17th day of March, 2023, by Neil Kahn (name of affiant). He/she is personally known to me or has produced Driver's License (type of identification) as identification.

NOTARY PUBLIC

My Commission expires: 10/3/26

MELINDA C. WHARTON NOTARY PUBLIC MONTGOMERY COUNTY, MARYLAND EXP. 10-03-2026

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Project Description(s): Monroe County Public Adjusting Claims Services

Respondent Vendor Name: Goodman Gallet Gould Adjusters International

Vendor FEIN: 52-0330535

Vendor's Authorized Representative Name and Title: Neil Kahn, Exec VP

Address: 3903 Naylors Lane

City: Baltimore State: MD Zip: 21208

Phone Number: (410) 559-2127

Email Address: nkahn@ggg co.com

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the Section entitled "Respondent Vendor Name" is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel and for Projects of $1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria.

I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the County may be terminated, at the option of the County, if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel or placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria.

Certified By: Neil C. Kahn, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: Neil C. Kahn

Print Name: Neil C. Kahn

Title: Executive Vice President

Note: The List are available at the following Department of Management Services Site:
http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

APPENDIX A to 44 C.F.R. PART 18, CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Goodman Gable Gould Adams International certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. IN addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Date: 3/17/2023

Signature of Contractor's Authorized Official

Printed Name: Neil C. Kahn
Title: Executive Vice President

Approved by OMB
0348-0046

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APPENDIX B to 44 CFR PART 18 – DISCLOSURE FORM TO REPORT LOBBYING

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
a. contract X b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	X a. bid/offer/application ____ b. initial award c. post-award	X a. initial filing ____ b. material change **For material change only:** Year _____ quarter _____ Date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee,
X Prime ____ Subawardee Tier_____, if Known: Monroe County Board of County Commissioners 1100 Simonton Street Key West, FL 33040-3110 **Congressional District, *if known*: FL26**	Enter Name and Address of Prime: **N/A** **Congressional District, *if known*:**
6. Federal Department/Agency: U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: 16.738
8. Federal Action Number, *if known:* BJA-2018-13626	**9. Award Amount, *if known:*** **$ 13,982**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):* N/A	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):* N/A
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** [signature] **Print Name:** Neil C. Kahn **Title:** Executive Vice President **Telephone No.** (410) 559-2127 **Date:** 3/17/2023
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

MONROE COUNTY, FLORIDA

Respondent's Insurance and Indemnification Statement

Insurance Requirement	Required Limits
Worker's Compensation	Statutory Limits
Employer's Liability	$500,000/$500,000/$500,000
General Liability	$500,000 Combined Single Limit
Vehicle Liability	$300,000 Combined Single Limit
Professional Liability	$1,000,000 per occurrence $2,000,000 aggregate

INDEMNIFICATION AND HOLD HARMLESS FOR CONSULTANTS AND SUBCONSULTANTS

The CONSULTANT covenants and agrees to indemnify and hold harmless COUNTY/Monroe County and Monroe County Board of County Commissioners, its officers and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT, subcontractor(s) and other persons employed or utilized by the CONSULTANT in the performance of the contract.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the CONSULTANT's failure to purchase or maintain the required insurance, the CONSULTANT shall indemnify the County from any and all increased expenses resulting from such delay. Should any claims be asserted against the COUNTY by virtue of any deficiency or ambiguity in the plans and specifications provided by the CONSULTANT, the CONSULTANT agrees and warrants that CONSULTANT shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

The first ten dollars ($10.00) of remuneration paid to the CONSULTANT is consideration for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

This indemnification shall survive the expiration or earlier termination of the Agreement.

RESPONDENT'S STATEMENT

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all the requirements.

Respondent Signature

Neil C. Kalm

INSURANCE AGENT'S STATEMENT

I have reviewed the above requirements with the bidder named below. The following deductibles apply to the corresponding policy.

POLICY	DEDUCTIBLES
Business Auto	$1,000 collision / $1,000 comprehensive
Professional Liability (E&O)	$25,000 Each Claim / $75,000 Aggregate

Liability policies are X Occurrence X Claims Made

Maury, Donnelly & Parr, Inc.
Insurance Agency

Crystal Ridge
Signature

Print Name: Crystal Ridge

MOLECUL-01 KWENGLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Maury, Donnelly & Parr, Inc.
24 Commerce St.
Baltimore, MD 21202

CONTACT NAME:
PHONE (A/C, No, Ext): (410) 685-4625 FAX (A/C, No): (410) 685-3071
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Massachusetts Bay Insurance Company	22306
INSURER B : Hanover Insurance Company	22292
INSURER C : Evanston Insurance Company	35378
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
The Goodman-Gable-Gould Company
3903 Naylors Lane
Baltimore, MD 21208

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		ZDQ J264551 00	1/1/2023	1/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X		AWQJ320165	1/1/2023	1/1/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			UHQ J264552 00	1/1/2023	1/1/2024	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Errors & Ommissions			MKLV1PEO002582	1/1/2023	1/1/2024	See below	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability Coverage -
Limit: $5M Claim / $5M Agg.
Deductible: $25K Claim / $75K Agg.
Retroactive Date: Full Prior Acts

APPROVED BY RISK MANAGEMENT
BY
DATE 3/28/2023
WAIVER N/A___YES___

Monroe County, Board of County Commissioners its employees, and officials will be included as Additional Insureds as respects to General Liability and Auto Liability for operations performed by Named Insured on all policies except for Workers Compensation

CERTIFICATE HOLDER

Monroe County BOCC
1100 Simonton Street
Key West, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

DATE: May 20, 2024

TO: Brian Bradley,
Risk Management

FROM: Liz Yongue, Deputy Clerk

SUBJECT: May 15, 2024 BOCC Meeting

The following item has been executed and added to the record:

O3 1st Amendment to Contract with Goodman-Gable Gould Company d/b/a Adjusters International to provide Insurance Adjusting Claim Services.

Should you have any questions, please feel free to contact me at (305) 292-3550.

cc: County Attorney
Finance
File

FIRST AMENDMENT TO AGREEMENT BETWEEN MONROE COUNTY AND THE GOODMAN- GABLE- GOULD COMPANY D/B/A ADJUSTERS INTERNATIONAL

THIS FIRST AMENDMENT to the Agreement by and between Monroe County ("County") and The Goodman-Gable-Gould Company, a Maryland Corporation doing business in the State of Florida as Adjusters International (hereinafter "AI") (collectively, the "Parties"), is entered into as of the 15th day of May, 2024.

WHEREAS, on April 19, 2023, the Parties entered into an Agreement for assessment and handling of claims due to a hurricane or other natural disaster ("Agreement"); and

WHEREAS, Section 3 of the Agreement (Term of Agreement) provided that the initial term would be for one (1) year, and then was renewable at the County's sole option for three (3) additional terms of one (1) year each; and

WHEREAS, the current term of the Agreement expires on May 31, 2024; and

WHEREAS, the County wishes to exercise the option to extend the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the Parties agree to the First Amendment to the Agreement as follows:

1. The contract period as outlined in Section 3 of the Agreement is extended to May 31, 2025.

2. The remaining provisions of the Agreement dated April 19, 2023, remain in full force and effect.

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed on the 15th day of May 2024

(SEAL)
Attest: KEVIN MADOK, CPA, CLERK

By: _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor

(CORPORATE SEAL)
Attest:

By: 5/15/2024

THE GOODMAN-GABLE-GOULD COMPANY d/b/a ADJUSTERS INTERNATIONAL

By: _____
Name: Pasquale Cuccaro
Title: Vice-President/Principal

FILED FOR RECORD
2024 MAY 20 PM 4:02
CLK. CIR. CT.
MONROE COUNTY, FLA.

Approved as to form and legal sufficiency:
Monroe County Attorney's Office 4-23-2024

MOLECUL-01 KWENGLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Maury, Donnelly & Parr, Inc.
24 Commerce St.
Baltimore, MD 21202

CONTACT NAME:
PHONE (A/C, No, Ext): (410) 685-4625 FAX (A/C, No): (410) 685-3071
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Massachusetts Bay Insurance Company	22306
INSURER B : Hanover Insurance Company	22292
INSURER C : Evanston Insurance Company	35378
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
The Goodman-Gable-Gould Company
3903 Naylors Lane
Baltimore, MD 21208

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		ZDQJ264551 APPROVED BY RISK MANAGEMENT BY DATE 4/23/2024 WAIVER N/A___YES___	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG OTHER:	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 10,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X		AWQJ320165	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) OTHER:	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UHQ J264552 00	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE OTHER:	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
C	Errors & Ommissions			MKLV1PEO003169	1/1/2024	1/1/2025		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability Coverage -
Limit: $5M Claim / $5M Agg.
Deductible: $25K Claim / $75K Agg.
Retroactive Date: Full Prior Acts

Monroe County, Board of County Commissioners its employees, and officials will be included as Additional Insureds as respects to General Liability and Auto Liability for operations performed by Named Insured on all policies except for Workers Compensation

CERTIFICATE HOLDER

Monroe County BOCC
1100 Simonton Street
Key West, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SECOND AMENDMENT TO AGREEMENT BETWEEN MONROE COUNTY AND GOODMAN- GABLE- GOULD COMPANY D/B/A ADJUSTERS INTERNATIONAL

THIS SECOND AMENDMENT to the Agreement by and between Monroe County ("County") and Goodman-Gable-Gould Company, a Maryland Corporation doing business in the State of Florida as Adjusters International (hereinafter "AI") (collectively, the "Parties"), is entered into as of the 16th day of April, 2025.

WHEREAS, on April 19, 2023, the Parties entered into an Agreement for assessment and handling of claims due to a hurricane or other natural disaster (" Agreement"); and

WHEREAS, Section 3 of the Agreement (Term of Agreement) provided that the initial term would be for one (1) year, and then was renewable at the County's sole option for three (3) additional terms of one (1) year each; and

WHEREAS, on May 15, 2024, the Board approved the 1st Amendment extending the initial term one year; and

WHEREAS, the current term of the Agreement expires on May 31, 2025; and

WHEREAS, the County wishes to exercise the option to extend the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the Parties agree to the Second Amendment to the Agreement as follows:

1. The contract period as outlined in Section 3 of the Agreement is extended to May 31, 2026.

2. The remaining provisions of the Agreement dated April 19, 2023, remain in full force and effect.

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed on the 16th day of April 2025

(SEAL)
Attest: KEVIN MADOK, CPA, CLERK

By: _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor

(CORPORATE SEAL)
Attest:

By: _____

GOODMAN-GABLE-GOULD d/b/a
ADJUSTERS INTERNATIONAL

By: _____
Name: Pasquale Cuccaro
Title: Vice-President/Principal

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
MONROE COUNTY ATTORNEY'S OFFICE

Gaelan Jones
Gaelan P. Jones, Assistant County Attorney
Date: 03.18.25

MOLECUL-01 KWENGLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Maury, Donnelly & Parr, Inc. 24 Commerce St. Baltimore, MD 21202	CONTACT NAME: PHONE (A/C, No, Ext): (410) 685-4625 FAX (A/C, No): (410) 685-3071 E-MAIL ADDRESS:
INSURED The Goodman-Gable-Gould Company 3903 Naylors Lane Baltimore, MD 21208	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Phoenix Insurance Company — 25623 INSURER B : Evanston Insurance Company — 35378 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		630-A6765992	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 10,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X		810-A6702876	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP-A727994A	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Errors & Ommissions			MKLV1PEO003729	1/1/2025	1/1/2026	Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability Coverage -
Limit: $5M Claim / $5M Agg.
Deductible: $25K Claim / $75K Agg.
Retroactive Date: Full Prior Acts

Monroe County, Board of County Commissioners its employees, and officials will be included as Additional Insureds as respects to General Liability and Auto Liability for operations performed by Named Insured on all policies except for Workers Compensation

CERTIFICATE HOLDER

Monroe County BOCC
1100 Simonton Street
Key West, FL 33040

APPROVED BY RISK MANAGEMENT
BY Jaelan Jones
DATE 03.18.25
WAIVER N/A X YES

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: P5
2023-2381

BULK ITEM: No

DEPARTMENT: County Attorney

TIME APPROXIMATE:
N/A

STAFF CONTACT: Gaelan Jones

AGENDA ITEM WORDING: Approval to enter into a 1-year Agreement and addendum with CivicPlus for NextRequest, a public record request tracking software solution for a cost of $17,850.00.

ITEM BACKGROUND:
NextRequest is a records request tracking solution that helps manage all aspects of a public records request—from billing to tracking of request correspondence. The solution helps mitigate the risk of potential non-compliance lawsuits via automated request tracking. The County has been utilizing NextRequest for several years.

Monroe County has utilized NextRequest as its electronic public records solution since 2019. When the County first procured its public records solution, NextRequest was evaluated by County staff alongside 2 other proposals and determined to be the best option at the price (See attached Memo). County staff is very satisfied with the software and therefore seeks a waiver of the requirement to seek additional price quotes in accordance with the Monroe County Purchasing Policy. For the same reasons detailed in the original 2019 procurement rationale, the NextRequest platform remains the most effective public records solution for Monroe County today. Given the County's continued and current use of the NextRequest platform, implementation of another software product would be logistically difficult and ineffective towards reduction of program costs.

PREVIOUS RELEVANT BOCC ACTION:
The Board has previously approved purchase of annual license agreements for NextRequest since 2019.

INSURANCE REQUIRED:
Yes

CONTRACT/AGREEMENT CHANGES:
The included addendum contains required County terms and conditions and has been re-signed by the

contractor to accompany the 2025 renewal

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

03 Memo for Scoring Sheet for Public Records Software 2019.pdf
01 NextRequest Master Agreement.pdf
NextRequest - Addendum to Master Agreement 2025.pdf
NextRequest - Statement of Work 6.1.25 - 5.31.26.pdf
2024 10 COI GL AL WC exp 5.17.25 signed.pdf

FINANCIAL IMPACT:

Effective Date: 6/1/2025

Expiration Date: 5/31/2026

Total Dollar Value of Contract: $17,850.00

Total Cost to County: $17,850.00

Current Year Portion: $17,850.00

Budgeted: Yes

Source of Funds: 001-00101-530520-00084

CPI: No.

Indirect Costs: N/A

Estimated Ongoing Costs Not Included in above dollar amounts:

Revenue Producing: No. If yes, amount:

Grant: No

County Match:

Insurance Required: No.

Additional Details:

County of Monroe
The Florida Keys

Robert B. Shillinger, **County Attorney****
Pedro J. Mercado, Assistant County Attorney**
Cynthia L. Hall, Assistant County Attorney**
Christine Limbert-Barrows, Assistant County Attorney**
Derek V. Howard, Assistant County Attorney**
Steven T. Williams, Assistant County Attorney**
Peter H. Morris, Assistant County Attorney
Patricia Eables, Assistant County Attorney
Chris Ambrosio, Assistant County Attorney**
Paunece Scull, Assistant County Attorney

** Board Certified in City, County & Local Govt. Law

BOARD OF COUNTY COMMISSIONERS
Mayor Sylvia J. Murphy, District 5
Mayor Pro Tem Danny L. Kolhage, District 1
Michelle Coldiron, District 2
Heather Carruthers, District 3
David Rice, District 4

Office of the County Attorney
1111 12th Street, Suite 408
Key West, FL 33040
(305) 292-3470 – Phone
(305) 292-3516 – Fax

MEMORANDUM

TO: OMB

FROM: Brian Bradley, Senior Coordinator
Monroe County Attorney's Office

DATE: May 22, 2019

SUBJECT: Public Records Management Software

****

Brian Bradley, Allison Williams and Maureen Proffitt reviewed the three software packages (see attached proposals) and found NextRequest to be the best fit for the County. Its ease of use is its strong point—making for an easier learning curve with staff. In addition, it had tools to upload and edit PST files. PST files are the format we use to supply email requests—no other solution had this type of option.

This is not the cheapest solution reviewed; however, it is best fit for our needs and worth paying the additional cost. See the attached scoring sheet for price breakdown of the three reviewed programs.

If you have any questions, or need further information, please feel free to contact me at 292-3470.

Thank you

Scoring Sheet

Records Management Software

Brian Bradley, Allison Williams and Maureen Proffitt reviewed the three software packages below and reached the following decision.

1.

NEXTREQUEST

$16,040.00 Set-cost each year for the next three years.

Of the three, this one received the best review overall. Ease of use and power are the strong points.

2.

GOVQA

$22,400 first year, $20,300 after

The most powerful; however, the most complex. It would have a higher learning curve that would be a hindrance to staff.

3.

JustFOIA

$9000 first year, $6,500 after.

It is a bit of a mix between the two above. It would be able to do the job; however, it is not as elegant as NextRequest. Its strongest point is its price.

NextRequest
Master Service Agreement

This Master Service Agreement ("MSA"), together with the order form ("Order Form") executed between NextRequest and Customer, which is incorporated herein by reference, constitute a legally binding contract between NextRequest and Customer. The Order Form, together with this MSA is referred to as the "Agreement" or "Service Agreement".

"NextRequest" means NextRequest, LLC., a Delaware Corporation with principal offices at 212 W. Main St., Suite #500, Durham, NC 27701 and "Customer" means the entity or person identified as such in the Order Form. Each of NextRequest and Customer may each be referred to as a "Party" and together as the "Parties".

1. **Defined Terms**
   1.1. "Business Day" or "Business Hours" means 9:00 a.m. – 6:00 p.m. Monday through Friday, U.S. Pacific time, excluding public holidays in the United States.
   1.2. "Confidential Information" means all information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether before or after the effective date of the Agreement, that the recipient should reasonably understand to be confidential, including information that is marked or otherwise conspicuously designated as confidential, and for NextRequest only, scripts and other tools used in the Service. Information that is (i) independently developed by either Party, without reference to the other's Confidential Information, (ii) is or becomes publicly available (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee of the Receiving Party), (iii) was in its possession or known by it without restriction prior to receipt from the Disclosing Party, or (iv) becomes available to either Party without restriction other than through breach of the Agreement or applicable law, will not be "Confidential Information" of the other Party. The Receiving Party may make disclosures required by law or court order provided the Receiving Party uses diligent reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and allows the Disclosing Party to participate in the proceeding to the extent permitted by law.
   1.3. "Customer Content" means any content (including without limitation data, text, audio, video, or images) that Customer provides or transfers to NextRequest for processing, storage or transmission in connection with Customer's use of the Service, including without limitation, public records requests Customer receives directly from Requesters and submits to the Service, as well as any public records results (including redacted versions of documents) that Customer provides, uploads, publishes, displays, transfers or otherwise makes available to NextRequest through its use of the Services. Customer Content does not include Usage Data collected from Customer or Requesters.
   1.4. "Customer User" means a person authorized by Customer, such as a Customer employee, to use the Service on Customer's behalf. Customer User does not include Requesters.
   1.5. "Hourly Services" means hourly support or training services to be provided by NextRequest under an applicable Order Form.
   1.6. "Intellectual Property" or "IP" means all rights in, to, or arising out of: (i) any U.S., international or foreign patent or any application therefor and any and all reissues, divisions, continuations, renewals, extensions, continuations-in-part, utility models and supplementary protection certificates thereof; (ii) inventions (whether patentable or not in any country), invention disclosures, improvements, trade secrets, proprietary information or materials, know-how, technology and technical data; (iii) copyrights, copyright registrations, mask works, mask work registrations, and applications therefor in the U.S. or any foreign country, and all other rights corresponding thereto throughout the world; (iv) trademarks, service marks, trade names, domain names, logos, trade dress, and all goodwill associated therewith; and (v) any other proprietary rights or a similar nature anywhere in the world.
   1.7. "Prohibited Content" means content (i) that violates any third party's rights, including privacy or Intellectual Property rights; (ii) that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors; (iii) that advocates racial or ethnic intolerance; (iv) intended to advocate or advance computer hacking or cracking;

(v) gambling; (vi) other illegal activity; (vii) drug paraphernalia; (viii) phishing; (ix) malicious content; and (x) other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

1.8. "Requester" means a person that uses the Service to make a public records request or to access or download publicly-available records.

1.9. "Requester Content" means information provided directly to NextRequest by a Requester. Requester Content does not include Usage Data collected from Requesters.

1.10. "Sensitive Information" means Confidential Information such as financial data, personal data, individually identifiable information about children, individually identifiable health information, geolocation information about specific people, Social Security numbers, driver's license numbers, other confidential ID numbers, financial account numbers, credit or debit card numbers, personal identification numbers (PINs) or passwords, street addresses, phone numbers or other personal information.

1.11. "Service" means NextRequest's integrated web-based service, which assists customers in responding to public records requests. The Service consists of a core web-based application and any optional modules which may be purchased by Customer. The details of the Service subject to this Agreement are set forth in the Order Form.

1.12. "Service Level Agreement" or "SLA" means the NextRequest Service Level Agreement attached as Exhibit A to this Agreement and incorporated by reference.

1.13. "Service Providers" means third-party providers of services that are part of the Service.

1.14. "Usage Data" means information other than Customer Content or Requester Content that is collected, directly or indirectly, from Customer or Requesters by or through the Service that specifically tracks the usage or performance of the Service, including information that incorporates or is derived from the processing, storage or transmission of information, data or content by or through the Service as well as any information, data or other content derived from NextRequest's or its Service Providers' monitoring of Customer's access to or use of the Service such as information reflecting the access or use of the Service by or on behalf of Customer or any Requester. All right, title, and interest in and to the Usage Data shall remain exclusively with NextRequest. Usage Data shall be considered the Confidential Information of NextRequest. NextRequest will employ commercially reasonable measures to ensure that access to Usage Data is not provided to any third party unless such entity has a need to know in order for NextRequest to perform its obligations under this Agreement. Notwithstanding anything else, Customer acknowledges and agrees that NextRequest may: (a) use Usage Data as necessary to provide Services under this Agreement, including for purposes of billing and providing reports to Customer; and (b) use and disclose Usage Data provided that it is aggregated in a manner that does not identify Customer, Customer's Users, or Requesters, and cannot be used to determine which portion of the aggregated data is related or attributable to Customer.

2. **Services**

2.1. **NextRequest Service**. During the term of this agreement, NextRequest will use commercially reasonable efforts to deploy, host, and maintain for Customer the Service further described in the Order Form.

2.2. **Service Level Agreement**. NextRequest will provide support for the Service according to the terms of the Service Level Agreement attached hereto as Exhibit A and incorporated by reference.

2.3. **Other Services**. If provided in the Order Form, NextRequest will provide Additional Services consistent with industry standards and according to the terms in the Order Form. Services such as setup or customer support will be provided during Business Hours, online, or by telephone, unless otherwise agreed to by the Parties.

2.4. **Excluded Services**. Unless expressly provided in the Order Form, NextRequest is not responsible for registering or maintaining domain names or DNS; hardware or software not provided as part of the Service; integration between the Service and any other software or system (except for issues originating with the Service or its interfaces); or providing direct support to Requesters.

2.5. **Security**. The Service is hosted by third-party Service Providers pursuant to agreements between NextRequest and such Service Providers. NextRequest maintains the level of security outlined in NextRequest's Security Policy ("Security Policy"), which is available at https://www.nextrequest.com/compliance/security-policy.

3. **Intellectual Property and Licenses**.

3.1. **Service**. The Service is protected by copyright, trademark, trade secret, and other intellectual property laws of both the United States and foreign countries. Except for the express licenses granted in this Section 3.1, NextRequest reserves all rights in the Service. As between Customer and NextRequest, NextRequest retains all and exclusive rights, title, and interest in and to the Service, including all Intellectual Property rights or moral rights in the Service related thereto or created, used, or provided by NextRequest for the purposes of this Agreement, and any products, works, software used to provide the Service to Customer. During the Term and conditioned upon Customer's compliance with all provisions of this Agreement, NextRequest hereby authorizes Customer to access and use the Service for purpose of accepting, responding to and managing public records requests and publishing responsive documents ("**Purpose**"), and grants to Customer a personal, limited, royalty-free, non-exclusive, non-assignable, non-sublicensable and non-transferable right and license to use the Service only for the Purpose. Customer shall not (and shall not permit any third party to) directly or indirectly (a) copy, modify, translate or create derivative works or improvements of the Service; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Service or any part or derivative thereof to any person; (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code, underlying ideas, algorithms, structure or organization of the Service, in whole or in part; or (d) defeat, bypass, breach, deactivate, or otherwise circumvent any security device or protection used by the Service or access or use the Service other than through the use of its own then valid access credentials.

3.2. **Customer Content**. As between Customer and NextRequest, Customer retains ownership of all Intellectual Property in Customer Content. Customer grants to NextRequest, its Service Providers and each of NextRequest's respective subsidiaries, affiliates, and successors a worldwide, non-exclusive, royalty-free, fully-paid-up, transferable, irrevocable, perpetual, unlimited, and sub-licensable right and license to use, host, store, cache, reproduce, publish, publicly display, perform, distribute, transmit, translate, publicly perform, adapt, modify, and otherwise fully use and exploit Customer Content, in all media now known or later developed, for the purpose of providing the Services.

3.3. **Requester Content**. Requester Content submitted directly by a Requester to NextRequest is governed by the NextRequest Terms of Service. As set forth in the Terms of Service, Requester grants to Customer a worldwide, non-exclusive, royalty-free, fully-paid-up, non-assignable, non-transferrable, irrevocable, perpetual, and non-sublicensable right to use Requester Content solely for the Purpose.

3.4. **Feedback and improvements**. Any suggestions provided by Customer in any form or medium to NextRequest with respect to NextRequest's products or services shall be collectively deemed "Feedback." NextRequest will be free to use Feedback without any obligation to Customer and Customer hereby assigns to NextRequest all rights, title, and interest in and to any Feedback. NextRequest will be considered the sole author of all modifications or improvements to the Service. NextRequest may use Customer Content to improve the Service and shall be the sole owner of any such improvements, so long as such use protects the confidentiality of Customer Content.

4. Customer Obligations and Restrictions

4.1. **Security**. Customer will protect the accounts, passwords, and other authentication information Customer uses to access the Service and any NextRequest system, and is responsible for the use of the Service by any Customer User, employee of Customer, any person Customer authorizes to use the Service, any person to whom Customer has given access to the Service, and any person who gains access to Customer Content or the Service as a result of Customer's failure to use reasonable security precautions, even if such use was not authorized by Customer. Customer's user names, passwords, other login information or personal information may be stored by NextRequest or its Service Providers in the course of providing Service and may be available to the Service and Service Providers.

4.2. **Compliance with Laws**. Customer is solely responsible for Customer Content and will comply with all laws applicable to Customer's use of the Service, including without limitation, all local, state, and federal public records law and privacy and security laws. NextRequest shall not be liable for any damages that arise due to Customer's use of the Services or publication, processing, storage or transmission of any information in violation of any law. Customer represents and warrants that it has reviewed the Security Policy carefully and has made its own, independent determination whether the levels of privacy and security set forth in the Security Policy are sufficient for Customer's use of the Service. Customer acknowledges and agrees that the Service,

including without limitation the degree of privacy and security provided by the Service, may not comply with special privacy and security requirements relating to the processing, storage or transmission of Sensitive Information. Customer will not use the Service to process any information subject to the Health Insurance Portability and Accountability Act ("HIPAA") without signing a Business Associations Agreement with NextRequest. Customer agrees that if Customer uses the Service to process Sensitive Information, any such use is at Customer's own risk and NextRequest will have no liability to Customer or any third party arising out of or relating to such use. Customer recognized that NextRequest can be assessed fees, fines, and penalties ("Penalties") by the overseeing agency due to Customer's breach of this section 4.2. In the event Customer breaches its covenants in this section 4.2 and NextRequest is assessed Penalties, Customer shall bear all responsibility for payment of such Penalties in an amount up to $100,000 per violation, per year. Customer will not disclose to NextRequest or the Service any information that Customer is prohibited by any law or regulation from disclosing.

4.3. **Acceptable Use Policy**. Customer shall not use the Service (i) to send or facilitate the sending of unsolicited bulk commercial email (spam) or inundating a target with communications requests so the target cannot effectively respond to legitimate traffic; (ii) to send, upload, distribute, or transmit or store Prohibited Content (iii) to distribute malware, including viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature; (iv) to alter, disable, interfere with, disrupt, circumvent or exploit vulnerabilities in any aspect of the Service or NextRequest's or third parties' other services or systems; (vi) monitor data or traffic on the Service without permission; (vii) forge TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route; (viii) to infringe or misappropriate the Intellectual Property or privacy rights of any person; (vii) to otherwise violate, or promote the violation of, any law or the legal rights of any person; (viii) to impersonate another person; (ix) for any high risk use where failure of the Service could lead to death or serious bodily injury or any person or to physical or environmental damages, such as applications controlling transportation, medical systems or weaponry systems; or (x) to otherwise access or use the Service beyond the scope of the authorization granted under Section 2.1. If Customer becomes aware of any actual or threatened activity prohibited under this section, Customer shall immediately take all reasonable measures to stop the activity, to mitigate its effects, and to notify NextRequest. Customer is responsible for any act or omission of any Customer User. NextRequest and its Service Providers may report any activity, including disclosing appropriate information, if they suspect such activity violates any law or regulation.

4.4. **Service Policies and Privacy.** Customer acknowledges that NextRequest is required by law to provide a Privacy Policy for all users of the Service and visitors to NextRequest.com. Customer acknowledges that all users of the Service are subject to the NextRequest Privacy Policy available at https://www.nextrequest.com/privacypolicy, which applies to information and data collected with respect to Requesters and Customers, including Requester Content, Usage Data and email correspondence handled by the Service. The NextRequest privacy policy applies to Usage Data relating to Customer Content, but does not apply to Customer Content itself. Customer acknowledges that, in order to use the Service, all users of the Service are subject to the NextRequest Terms of Service available at https://www.nextrequest.com/termsofservice which may be updated from time to time.

4.5. **Deletion of Customer Content.** The Service enables Customer to delete Customer Content for purposes of adhering to Customer's document retention or other policies, or any applicable law. When Customer deletes Customer Content ("**Deleted Content**"), such Customer Content is removed from databases accessible to Customer, Requester and/or the general public so that Customer no longer has access to Deleted Content. However, copies and backups of Deleted Content may continue to be stored on NextRequest's or its Service Providers' servers. Customer acknowledges and agrees that after deletion, under no circumstances will NextRequest provide Customer with copies of Deleted Content. NextRequest may provide Deleted Content to third parties as required by law or a court order, and will notify Customer to the extent allowed by applicable law.

4.6. **Removal of Customer Content, Suspension of Service**

4.6.1. NextRequest reserves the right to remove or prohibit any Customer Content or Requester Content that NextRequest determines in its sole discretion violates applicable law or the Acceptable Use Policy.

4.6.2. NextRequest may suspend or terminate Customer's use of the Services if NextRequest reasonably believes in its sole discretion that: (a) it is required to do so by law or a regulatory or government body, or doing so is necessary to protect the rights of NextRequest,

its Service Providers, a Requester, or its other Customers; (b) Customer has failed to comply with any material term of this Agreement, including the Acceptable Use Policy; (c) Customer's use violates applicable law or third-party rights; or (d) this Agreement expires or is terminated. In the event of that Customer's use of the Services is suspended or terminated pursuant to this Section 4.6.2, Customer shall be entitled as its sole remedy (and NextRequest's sole obligation) to a proportionate refund of any prepaid unused Fees from the date of suspension or termination.

4.6.3. Notwithstanding the foregoing and for the avoidance of doubt, NextRequest shall have no obligation to monitor, filter, or disable access to any Customer Content or Requester Content.

4.6.4. If NextRequest or a Service Provider elects to remove Customer Content or suspend the Services, to the extent possible and permitted by applicable law, NextRequest will give Customer advance notice of at least one (1) Business Day and will use commercially reasonable efforts to provide removed Customer Content to Customer to maintain Customer's business process continuity.

4.6.5. If Customer Content is removed as part of the notice-and-takedown procedure provided by the Digital Millennium Copyright Act ("DMCA"), and Customer believes such Customer Content was wrongly removed as a result of a copyright infringement notice, Customer may notify NextRequest as provided in section 6.3 of the Terms of Service.

5. **Customer Representations and Warranties.** Customer represents, warrants, and covenants that:
   5.1. It is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation;
   5.2. It has the legal right and authority to enter into and perform its obligations under this Agreement;
   5.3. The execution and performance of this Agreement will not conflict with or violate any provision of any applicable federal, state, or municipal law, regulation, or ordinance;
   5.4. This Agreement, when executed and delivered, will constitute a valid and binding obligation will be enforceable against Customer in accordance with its terms;
   5.5. It has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the Intellectual Property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound;
   5.6. Customer has the legal right and authority to provide Customer Content to NextRequest, and to make such Customer Content and Requester Content publicly available through the Service.
   5.7. Customer's disclosure to the Services of any Customer Content or Requester Content will not violate any third-party Intellectual Property Rights or privacy rights.
6. **Fees and Invoicing.**
   6.1. **Fees, Invoicing**. Customer will pay all fees stated in the Order Form within 30 days of receiving an invoice from NextRequest.
   6.2. **Payments Processing**. This section applies to Customers who use NextRequest's online payment tools and integrations (the "Payments Module"). The Payments Module and related integrations is made available through agreement(s) with Stripe, Inc., the terms of which are available at https://stripe.com/us/legal. By electing to use the Payments Module, Customer agrees to abide by the relevant terms of NextRequest's agreements with Stripe, Inc., including without limitation terms relating to compliance with applicable laws, data privacy, and permitted and prohibited uses. Transactions processed using the Payments Module are handled directly between Requesters, Customer and Customer's Payment processor (for example, Stripe). NextRequest does not receive sensitive financial information (such as credit card or bank numbers) relating to the transactions. The only data made available to NextRequest is a record of the transaction including invoice information and the amount of the transaction.
   6.3. **Expenses**. If Customer purchases Hourly Services, Customer will reimburse NextRequest for all ordinary and necessary expenses incurred in connection with the performance of the Hourly Services, including travel-related expenses. All travel will be pre-approved by Customer.
   6.4. **Taxes**. Customer is responsible for any taxes that may be due as a result of this Agreement, except for taxes on NextRequest's net income. Taxes payable by Customer will be billed as separate items on NextRequest's invoices and will not be included in NextRequest's fees. If Customer claims a tax exemption, Customer must provide documentation of the exemption to NextRequest at the time of Customer order.
7. **Confidential Information**
   7.1. **Duty to Protect Confidential Information**. Each Party will exercise the same degree of care and protection with respect to the Confidential Information of the other Party that it exercises with respect to its own Confidential Information, at least a reasonable degree of care. A Party will not

use the Confidential Information of the other Party except as permitted by this Agreement. Notwithstanding the foregoing either Party may disclose the other's Confidential Information to its employees and agents who have a need to know for the Purpose, provided that any agent to which Confidential Information is disclosed is bound by non-disclosure terms at least as protective as those in this Agreement.

7.2. **Return of Confidential Information**. Unless otherwise authorized, upon the earlier of termination of this Agreement or request by the other Party, each Party will promptly return or, subject to Section 4.5 and any applicable law, destroy all Confidential Information disclosed to it by the other Party and provide certification that all such Confidential Information has been returned or destroyed.

7.3. **Notification Obligation**. If a Party becomes aware of any unauthorized use or disclosure of the Confidential Information of the other Party, it will make commercially reasonable efforts to notify the other Party of the unauthorized use or disclosure and assist in seeking a protective order or other appropriate remedy.

8. **Publicity.** Customer hereby authorizes NextRequest to include NextRequest's name and logo inconspicuously within the Client's instance of the Services. Customer may publicly refer to itself as a customer of the NextRequest Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.

9. **Term and Termination**

9.1. **Term**. The term of this agreement begins on the earlier of (1) acceptance of this Agreement by Customer or (2) the first date on which NextRequest begins providing Services to Customer and ends on the later of (a) the last day of the Initial Term as set forth in the Order Form, (b) the last date of any renewal term, or (c) the last date on which NextRequest provides Services to Customer. Unless NextRequest receives notice of termination from Customer 60 days or more before the expiration of the initial term (or any renewal term), the Agreement will renew automatically on the terms set forth herein for an additional term of one year at NextRequest's then-current rates.

9.2. **Termination for Convenience**. Customer may terminate for convenience at any time upon 30 days' written notice to NextRequest but will not be entitled to any refund of fees for any unused portion of the Service or unused Hourly Services.

9.3. **Termination for Breach.** Either Party may terminate the Agreement for breach if the other Party materially fails to meet any obligation stated in the Agreement and does not remedy that failure within thirty (30) days of written notice from the nonbreaching Party describing the failure.

9.4. **Effect of Termination**. Upon expiration or termination of this Agreement for any reason, all licenses and rights to use the Service granted to Customer shall terminate immediately, and Customer shall immediately cease all use of the Service. If Customer has paid in advance for Service, and this Agreement terminates due to material breach of this Agreement by NextRequest, NextRequest shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy provided in this Agreement or provided in law or equity, NextRequest shall be entitled to retain any amounts already paid. The following terms will survive expiration or termination of the Agreement: Sections 3, 4, 6, 7, 8, 11, 12, and 13 as well as all other provisions of the Agreement that by their nature are intended to survive expiration or termination of the Agreement.

10. **Changes to Services**. In order to improve the Service, NextRequest may change, upgrade, patch, enhance, or fix any or all of the Service ("Updates") from time to time in order to provide the Service, and such Updates will become part of the Service and subject to this Agreement; provided that Next Request shall have no obligation under this Agreement or otherwise to provide any such Updates. Customer understands that NextRequest may cease supporting old versions or releases of the Service

at any time; provided that NextRequest will make commercially reasonable efforts to give Customer prior notice of any major changes to the Service.

11. **Intellectual Property Infringement and Indemnification**
    11.1. **NextRequest's Obligations for IP Infringement**. If any action is instituted by a third party against Customer based upon a claim that any part of the Service (an "Infringing Item"), infringes any Intellectual Property right, NextRequest's sole obligation will be at its option and expense to (a) procure for Customer the right to continue using the Infringing Item, (b) replace or modify the Infringing Item so that it is no longer infringing but continues to provide comparable functionality, or (c) terminate this Agreement and Customer's access to the Service, in which case NextRequest shall refund a prorated amount of any amounts paid for which Service have not yet been received. NextRequest shall have no liability to Customer for any infringement action to the extent such action arises out of a breach of the terms and conditions of this Agreement by Customer or of the use of the Service (or any component part thereof) after it has been modified by Customer without NextRequest's prior written consent. This Section 11.1states NextRequest's sole liability to Customer, and Customer's exclusive remedy against NextRequest for infringement claims.
    11.2. **Customer's Indemnification of NextRequest**. Unless prohibited under applicable law given Customer's status as a public entity, Customer agrees to defend, indemnify and hold harmless NextRequest and its affiliates and their respective directors, officers, employees, and agents from and any and all damages, liabilities, costs, and expenses (including reasonable attorneys' fees) incurred as a result of any claim, judgment, or proceeding relating to or arising out of: (a) Customer's breach of this Agreement, including without limitation of any of Customer's warranties or representations or NextRequest's Acceptable Use Policy or (b) any claim alleging that NextRequest has infringed or secondarily infringed on the intellectual property or proprietary right of a third party as a result of Customer Content or Customer's use of the Service, whether or not Customer was aware of the allegedly infringing conduct and whether or not the conduct is actually infringing.

12. **Disclaimers and Limitations on NextRequest's Liability**
    12.1. NextRequest is not responsible to Customer or any third party for unauthorized access to Customer Content or the unauthorized use of the Service unless the unauthorized access or use results from NextRequest's failure to meet its security obligations under this Agreement.
    12.2. **Disclaimer of Warranty**. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND NEXTREQUEST MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEXTREQUEST MAKES NO REPRESENTATION OR WARRANTY (A) USE OF THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, (B) THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR (C) REGARDING THE ACCURACY OR RELIABILITY OF ANY CONTENT.
    12.3. **Limitation of Liability**. EXCEPT AS OTHERWISE PROVIDED IN SECTION 12.4, IN NO EVENT WILL NEXTREQUEST OR ANY OF ITS SUCCESSORS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE FOR (a**)** LOSS OF GOODWILL OR REPUTATION; (b) EXCEPT AS EXPRESSLY PROVIDED IN THE SERVICE LEVEL AGREEMENT, USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF THE SERVICE; (c) COST OF REPLACEMENT GOODS OR SERVICES; OR (d) LOST REVENUES OR PROFITS OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, ENHANCED OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF NEXTREQUEST AND ITS SUCCESSORS, LICENSORS, OR SERVICE PROVIDERS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY EXCEED THE TOTAL

AMOUNT ACTUALLY PAID BY CUSTOMER TO NEXTREQUEST UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. TO THE EXTENT APPLICABLE LAW PROHIBITS THE FOREGOING LIMITATION OF LIABILITY, NEXTREQUEST'S LIABILITY IS LIMITED TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAW.

12.4. Nothing in this Agreement limits or excludes either Party's liability for its gross negligence or willful misconduct.

13. **General**

13.1. **State Agency Piggybacking**. NextRequest agrees to allow Customer and other public agencies in the State of [CUSTOMER'S STATE] to purchase additional items, at the same terms and conditions as this Agreement, excluding pricing and term length, and services to be provided, which will be separately agreed upon by NextRequest in a mutually executed Order Form.

13.2. **Governing Law**. Unless otherwise mutually agreed by the Parties in an Order Form, this Agreement will in all respects be governed by and construed and enforced in accordance with the laws of the State of California, without respect to conflict-of-laws principles.

13.3. **Arbitration**. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by binding arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association in San Francisco, California. Upon receipt of notice of any dispute to be settled by binding arbitration, the American Arbitration Association will use its best efforts to appoint a single arbitrator within 30 days after receipt of such notice.

13.4. **Arbitration Award**. The arbitrator will not have the authority to award exemplary or punitive damages to any injured party. A decision by the arbitrator will be final and binding. Judgment may be entered on the arbitrator's award in any court having jurisdiction, and such award will not be appealable.

13.5. **Notice**. Written notice by either Party to the other may be given: (i) in person, and such notice will be deemed valid on the date of delivery in person; or (ii) by email to the Party contact identified in the Order Form, and such notice will be deemed valid as of the proof of mailing date.

13.6. **Assignment.** Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement in its entirety, without consent of the other Party, to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns. NextRequest may use Service Providers to perform all or any part of the Service, but NextRequest remains responsible to Customer under this Agreement for Service performed by its Service Providers to the same extent as if NextRequest performed the Service itself.

13.7. **Force Majeure**. Neither Party will be in breach of the Agreement if the failure to perform the obligation is due to an event beyond either Party's control, such as significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry.

13.8. **Modifications**. Unless otherwise expressly permitted in this Agreement, the Agreement may be amended only by a formal written agreement signed by both Parties. An Order Form may be amended to modify, add, or remove services by mutual written agreement of the Parties, agreement by email being sufficient. Any terms on Customer's purchase order or other business forms by which Customer orders or pays for Service will not become part of this Agreement.

13.9. **Entire Agreement**. The Agreement, together with the Order Form, Terms of Use and Privacy Policy, constitutes the complete and exclusive agreement between the Parties regarding the Service and supersedes and replaces any prior understanding or communication, written or oral. Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of NextRequest which is not set out in the Agreement.

13.10. **Precedence**. If there is a conflict between the Order Form and this Agreement, then this Agreement will control.

13.11. **Unenforceable Provisions**. If any part of the Agreement is found unenforceable by a court, the rest of the Agreement will nonetheless continue in effect, and the unenforceable part will

be reformed to the extent possible to make it enforceable but still consistent with the business and financial objectives of the Parties underlying the Agreement.

13.12. **No Waiver**. Each Party may enforce its respective rights under the Agreement even if it has waived the right or failed to enforce the same or other rights in the past.

13.13. **No Partnership**. The relationship between the Parties is that of independent contractors and not business partners. Neither Party is the agent for the other, and neither Party has the right to bind the other to any agreement with a third party.

13.14. **No Third-party Beneficiaries**. There are no third-party beneficiaries to this Agreement.

13.15. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be considered a legal original for all purposes.

NextRequest
Service Level Agreement

This Service Level Agreement ("SLA") defines the support obligations of NextRequest, LLC, a Delaware corporation ("NextRequest") to Customer, a purchaser of NextRequest's service. The terms of this SLA are incorporated into and subject to the terms of the NextRequest Master Service Agreement. Capitalized terms not defined in this SLA shall have the meanings given to them in the NextRequest Master Service Agreement.

1. Service Guarantees

1.1 Availability. NextRequest provides hosting for the NextRequest service through a Service Provider ("Hosting Provider"), which does not make guarantees about uptime. Based on past performance, NextRequest anticipates 99.9% uptime of the application, with the exception of planned outages for maintenance and upgrades for which NextRequest notifies the Customer 24 hours in advance ("Uptime"). If NextRequest fails to meet the Uptime, the Customer will be eligible for credits as described in section 3.2.

1.2 Security. NextRequest takes the security of the Customer's data seriously and protects it according to the rigorous security practices described in our System Security Plan. The Hosting Provider utilizes certified data centers managed by Amazon, which implements industry-leading physical, technical, and operational security measures and has received ISO 27001 certification and Federal Information Security Management Act (FISMA) Moderate Authorization and Accreditation from the U.S. General Services Administration. If NextRequest becomes aware of any unauthorized access to its systems that poses any threat to the Service or the Customer's data, NextRequest will notify the Customer in writing of the issue no later than the close of the next Business Day after NextRequest learns of it.

1.3 Data Integrity. The Hosting Provider makes daily backups of Customers' systems and data. Seven (7) daily backups and five (5) weekly backups are retained.

1.4 Location of Service. Service and Customer's data is hosted in the United States.

2. Service Request Process

2.1 Service Request Definition. A Service Request is any email, phone call, or in-app chat ticket sent to NextRequest by the Customer indicating support action is necessary or desired. This includes Bug reporting and Customer Support.

2.2 Severity Levels and Response Times. Each Service Request will be assigned a Severity Level by the party initiating the request. If NextRequest reasonably determines that the Customer has assigned an incorrect Severity Level to a ticket, NextRequest may assign a different Severity Level. The Severity Levels are defined below, along with the corresponding Initial Response Time within which NextRequest (or, in the case of Critical requests, our Hosting Partner) will respond to the Customer's request and begin work on the issue:

Severity Level (Priority)	**Definition**	**Initial Response Time and Channel**
Critical Service is inoperative	Service is inoperative, Customer's business operations or productivity are severely impacted with no available workaround, or a critical security issue exists.	2 hours during Business Days *(phone or email)*
Standard (High)	Service is operating but issue is causing significant disruption of Customer's business operations; workaround is unavailable or inadequate.	1 Business Day *(phone or email)*

Standard (Medium)	Service is operating and issue's impact on the Customer's business operations is moderate to low; a workaround or alternative is available.	1 Business Day *(email)*
Standard (Low)	Issue is a minor inconvenience and does not impact business operations in any significant way; little or no time sensitivity.	1 Business Day *(email)*

2.3 Standard Service Requests

2.3.1 Initiating Standard Service Requests. The Customer may initiate a Standard Service Request by opening a ticket via the NextRequest in-app chat system. NextRequest support team members or systems may also create tickets on the Customer's behalf in response to issues identified by monitoring systems.

2.3.2 Response and Resolution. Once NextRequest has responded to a Service Request, NextRequest will work during Business Hours with the Customer's representatives and, as needed, our Hosting Partner to resolve the problem or provide a workaround. NextRequest makes no guarantee regarding the time to resolve a Service Request, only that NextRequest will use the reasonable efforts described above.

2.4 Critical Service Requests

2.4.1 Initiating Critical Service Requests. The Customer may initiate a Critical Service Request by calling NextRequest directly at 833-698-7778 or emailing support@nextrequest.com. The Customer will be directed to leave contact information and a detailed description of the issue.

2.4.2 NextRequest's Response. NextRequest's support staff will contact the Customer within 2 hours during a Business Day of receiving the Customer's report of a Critical Service Request and will work continuously until the issue is resolved or a workaround is available. NextRequest will provide the Customer with regular updates until the issue is resolved and will coordinate with the Customer during Business Hours.

2.5 Customer Responsibilities. The Customer agrees to assist NextRequest as necessary to resolve Service Requests and to provide any information NextRequest reasonably requests, including information necessary to duplicate the issue. The Customer agrees to make available personnel capable of understanding and accurately communicating technical details necessary to enable NextRequest to review issues, and to assist NextRequest in diagnosing issues.

2.6 Bugs and Bug Reporting

2.6.1 Bug Definition. A Bug is defined as any issue where the NextRequest application does not function as intended. It is at the sole discretion of NextRequest staff to determine if an issue is classified as a Bug. None of the Customer's Customer Support hours will be deducted for reporting Bugs. The Customer may submit a Service Request in order to report a Bug.

2.7 Customer Support

2.7.1 Customer Support Definition. Staff time spent by NextRequest assisting the Customer or Customer's representatives after the Service Agreement has been signed is defined as Customer Support. This may include helping users with account creation, account log in, configuration, or understanding features. Customer Support hours exclude: bug reporting and related discussions and fixes; regularly scheduled check-ins with NextRequest staff as specified in the Order Form; and training sessions specified in the Order Form. The Customer may submit a Service Request in order to receive Customer Support.

3. Service Credits

3.1 Issuance. If NextRequest fails to meet the response time stated above, the Customer will be entitled to a credit of 2 Service hours for each hour during which the response time guarantee is not met, up to a total

of 8 hours per incident. The Customer must request a credit in writing via a support ticket no later than 14 days following the occurrence of the event giving rise to the credit. Credits will be applied to invoices issued in the future.

3.2 Sole Remedy. The credits stated in this Agreement are the Customer's sole remedy in the event NextRequest fails to meet a guarantee for which credits are provided. If NextRequest fails to perform any obligation for which a credit is not provided, the Customer's sole remedy is to have NextRequest perform or re-perform the obligation, as applicable. The maximum total credit for failure to meet any guarantee during any calendar month shall not exceed one twelfth of the annual recurring fee for the Service.

3.3 Credits for Downtime. During the term of the contract, the Service will be operational and available at least 99.9% of the time in any calendar month, with the exception of planned outages for maintenance and upgrades for which NextRequest notifies the Customer 24 hours in advance. If NextRequest does not satisfy 99.9% uptime, the Customer will be eligible to receive the service credits described below. In order to receive service credits, the Customer must request the credit in writing via a support ticket within 30 days from the time the Customer becomes eligible to receive a service credit.

Monthly Uptime Percentage	**Days of Service added to the end of the service term at no charge to Customer**
99.9% to 99.0%	3
98.9% to 95.0%	7
< 94.9%	15

3.4 Extraordinary Events. The Customer is not entitled to a credit for downtime or outages resulting from denial-of-service attacks, hacking attempts, or any other circumstances that are not within our control.

3.5 No Credit in Breach. The Customer is not entitled to a credit if: (i) the Customer is in breach of the Agreement (including the Customer's payment obligations to NextRequest) at the time of the occurrence of the event giving rise to the credit, (ii) the event giving rise to the credit results from the Customer's prior breach of the Agreement, or (iii) to the extent our failure to meet an Initial Response Time guarantee results from the Customer's delay or failure to meet the requirements of Section 2.5 (“Customer Responsibilities”) of this SLA.

Addendum
Monroe County
Terms and Conditions

The Monroe County Board of County Commissioners (herein after "County") and Next Request, LLC, a foreign limited liability company (herein after "NextRequest") agree as set forth below.

The County and NEXTREQUEST hereby enter into this Addendum to NEXTREQUEST's Master Service Agreement as a separate agreement ("Addendum" or "Agreement") which will govern all Order Forms. If there is any conflict between this Addendum or the NEXTREQUEST's Mater Service Agreement or Order Form(s), this Addendum will control and govern.

The County and NEXTREQUEST agree to following:

Payment will be made in accordance with the Local Government Prompt Payment Act, 218.70, Florida Statutes. Payments due and unpaid under the Contract shall bear interest pursuant to the Local Government Prompt Payment Act. NEXTREQUEST shall submit to the County invoices with supporting documentation that are acceptable to the Monroe County Clerk of Court and Comptroller (Clerk). Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules, and regulations as may govern the Clerk's disbursal of funds. Payment will be made by check, unless otherwise agreed to the Clerk.

The County is a political subdivision of the State of Florida and is exempt from taxation. The County can provide its Certification of Exemption upon request.

The County's performance and obligation to pay under any multi-year invoice or quote is contingent upon an annual appropriation by the Monroe County Board of County Commissioners.

County's indemnification is limited and subject to the sovereign immunity provisions of Sec. 768.28, Florida Statutes. Nothing contained in any agreement, quote or invoice shall be deemed a waiver of immunity, nor shall any agreement entered into by the County be required to contain any provision for waiver.

Maintenance of Records: NEXTREQUEST shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives, shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for five years following the termination of this Agreement. If an auditor employed by the County or the determines that monies paid to NEXTREQUEST pursuant to this Agreement were spent for purposes not authorized by this Agreement, NEXTREQUEST shall repay the monies together with interest calculated pursuant to Sec. 55.03; FS, running from the date the monies were paid to Contractor.

Governing Law, Venue, Interpretation, Costs, and Fees: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to

be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Contractor agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. This Agreement shall not be subject to arbitration.

Attorney's Fees and Costs: The Parties agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, as an award against the non-prevailing party, and shall include attorney's fees and courts costs in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

Nondiscrimination: The Parties agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The Parties agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss.1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of disabilities; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

Public Records Compliance. NEXTREQUEST must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of article I of the Constitution of Florida. The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other "public record" materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this contract and related to contract performance. The County shall have the right to unilaterally cancel this contract upon violation of this provision by NEXTREQUEST. Failure of NEXTREQUEST to abide by the terms of this provision shall be deemed a material breach of this contract and the County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall

survive any termination or expiration of the contract. NEXTREQUEST is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Non-Waiver of Immunity: Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the NEXTREQUEST in this Addendum or any agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

Non-Reliance by Non-Parties: No person or entity shall be entitled to rely upon the terms, or any of them, of this Addendum/Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the NEXTREQUEST agree that neither the County nor NEXTREQUEST or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Addendum/Agreement.

No Personal Liability: No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

E-Verify System - In accordance with F.S. 448.095, Any Contractor and any subcontractor shall register with and shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the Contract term. Any subcontractor shall provide an affidavit stating that the subcontractor does not employ, contract with, or subconstruct with an unauthorized alien. NEXTREQUEST shall comply with and be subject to the provisions of F.S. 448.095

COUNTY FORMS. By signing this Agreement, **NEXTREQUEST** has sworn or affirmed to the following requirements as set forth in the Public Entity Crime Statement, Ethics Statement, Drug-Free Workplace Statement and Vendor Certification Regarding Scrutinized Companies List as set forth in more detail in this Agreement.

Public Entity Crime Statement

The NEXTREQUEST certifies and agrees that NEXTREQUEST nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid, proposal or reply on a contract to provide goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposal, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on contracts to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, NEXTREQUEST or subcontractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

By signing this Agreement, NEXTREQUEST represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, NEXTREQUEST further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether NEXTREQUEST has been placed on the convicted vendor list.

NEXTREQUEST will promptly notify the COUNTY if it or any subcontractor is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

Ethics Clause

By signing this Agreement, NEXTREQUEST warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

NEXTREQUEST agrees and certifies compliance with the following:

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized

Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors Lists which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of NEXTREQUEST, I hereby certify that the company identified above as "NEXTREQUEST" is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel and for Projects of $1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism List, or engaged in business operations in Cuba or Syria.
I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the County may be terminated, at the option of the County, if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel or placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List or been engaged in business operations in Cuba or Syria.

Note: The List are available at the following Department of Management Services Site:
http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

Non-Collusion Affidavit

NEXTREQUEST by signing this Agreement, according to law on my oath, and under penalty of perjury, depose and say that the person signing on behalf of the firm of NEXTREQUEST, the bidder/proposer making the Proposal/quote for the project or goods described in the Scope of Work/Invoice/Quote and that I executed the said proposal/quote with full authority to do so; the prices in this bid/proposal/quote have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid/proposal/quote have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to bid opening (if a bid opening is being held for the procurement of this project, goods or services), directly or indirectly, to any other bidder/proposer or to any competitor; and no attempt has been made or will be made by the bidder/proposer to induce any other person, partnership or corporation to submit, or not to submit, a bid/proposal/quote for the purpose of restricting competition; the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

CIVICPLUS, the parent entity of NEXTREQUEST

Signature

Senior VP of Customer Success | 3/31/25

Title | Date

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502 US

Client:
FL – Monroe County - NextRequest - Statement of Work

QTY	ITEM	PRODUCT TYPE
1	NextRequest Standard Plan: up to 10 admin-publiser users, 2TB Storage	Renewable

Annual Recurring Services – Initial Term	USD 17,850.00
Annual Recurring Services – Year 2 (if renewed)	USD 18,742.50

1. This renewal Statement of Work ("SOW") is between Monroe County, FL (“Customer”) and CivicPlus, LLC, and shall be subject to the terms and conditions of the Master Services Agreement (“MSA”) and the applicable Solutions and Products terms found at: www.civicplus.help/hc/p/legal-stuff (collectively, the “Terms and Conditions”). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the “Agreement”). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the “Services”).

2. This SOW shall remain in effect for an initial term from 6/1/2025 until 5/31/2026 (the “Initial Term”). In the event that neither party gives 60 days’ notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW shall automatically be renewed for an additional twelve month renewal term (“Renewal Term”). The Initial Term and all Renewal Terms are collectively referred to as the “Term”.

3. Annual Recurring Services shall be invoiced on the first day of the Initial Term and the first day of any of each Renewal Term and be subject to a 5% uplift each Renewal Term. Client will pay all invoices within 30 days of the date of such invoice.

Acceptance

By signing below, the parties are agreeing to be bound by Terms and Conditions found at: www.civicplus.help/hc/p/legal-stuff.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client	CivicPlus
By:	By:
Name:	Name: Amy Vikander
Title:	Title: Senior VP of Customer Success
Date:	Date: 3/31/2025

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization		URL
Street Address		
Address 2		
City	State	Postal Code
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Billing Contact		E-Mail
Phone	Ext.	Fax
Billing Address		
Address 2		
City	State	Postal Code
Tax ID #		Sales Tax Exempt #
Billing Terms		Account Rep
Info Required on Invoice (PO or Job #)		
Contract Contact		Email
Phone	Ext.	Fax
Project Contact		Email
Phone	Ext.	Fax

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Alliant Insurance Services, Inc.
32 Old Slip 29th Fl
New York NY 10005

CONTACT NAME: Kaitlyn Murphy
PHONE (A/C, No, Ext): | **FAX (A/C, No):**
E-MAIL ADDRESS: Kaitlyn.Murphy@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Compan	20478
INSURER B : Continental Insurance Company	35289
INSURER C : Endurance American Specialty I	41718
INSURER D :	
INSURER E :	
INSURER F :	

INSURED INSIPAR-02
CivicPlus, LLC and its direct and indirect subsidiaries
302 S. 4th Street Suite 500
Manhattan KS 66502

COVERAGES **CERTIFICATE NUMBER:** 1290755241 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	7092029663	5/17/2024	5/17/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	7092022602	5/17/2024	5/17/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	7092030120	5/17/2024	5/17/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	7092032580 7092031056	5/17/2024 5/17/2024	5/17/2025 5/17/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Cyber/ Tech E&O			PRO30018745602	5/17/2024	5/17/2025	Limit	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
WC - 7092032580 - CA
WC - 7092031056 - AOS

Named Insured Schedule:
CivicPlus, LLC
SeeClickFix, LLC
Municode, LLC
ArchiveSocial, LLC
See Attached...

APPROVED BY RISK MANAGEMENT
BY
DATE 10.4.24
WAIVER N/A X YES

CERTIFICATE HOLDER

Monroe County BOCC
1100 Simonton Street
Key West FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: INSIPAR-02

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Alliant Insurance Services, Inc.	CivicPlus, LLC and its direct and indirect subsidiaries 302 S. 4th Street Suite 500 Manhattan KS 66502
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

NextRequest, LLC

Certificate Holder is included as an Additional Insured as respects to General Liability, Auto Liability and Umbrella/Excess Liability.
Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability, Auto Liability, Umbrella/Excess Liability and Workers Compensation as permitted by law.

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COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: P6
2023-3874

BULK ITEM: No

DEPARTMENT: County Attorney

TIME APPROXIMATE:
N/A

STAFF CONTACT: Kelly Dugan

AGENDA ITEM WORDING: Approval of a Resolution rescinding and replacing Resolution 144-2025 waiving the fine and costs and authorizing the County Attorney to execute a release of a lien arising from PROP-MAY24-0040 against JOAN SCHAWAROCH-THOMAN REVOCABLE TRUST 2/18/2023 and the property, 31316 Avenue J, Big Pine Key, Florida 33043.

ITEM BACKGROUND:

The subject property (31329 Avenue I, Big Pine Key, Parcel ID# 00307080-000000) was the subject of code compliance case PROP-MAY24-0040, where a lien (totaling $5850.50) has been recorded against the property and its owner. The lien is recorded at Document 2482653, Book 3302, Page 1697. The lien is against the property owner, Joan Schwaroch-Thoman Revocable Trust 2/14/2023, and the land on which the violation exists (the subject property) and upon any other real or personal property owned by the violator; and

In PROP-MAY24-0040 the property owner signed a Stipulation and a violation of Monroe County Code (MCC) 17-2.(c) was found with a daily fine of $50. Fines accrued to $4850 and costs of $1000.50.

Upon reviewing the case for compliance, Code Compliance staff determined that, notwithstanding the property owner entering a Stipulation and agreeing to the violation, there existed an exemption to the violation of MCC 17-2.(c). Had the exemption been timely raised, no fine or costs would have accrued in the case. As such, staff recommends waiving the fine and costs and granting the County Attorney authority to release the lien.

Monroe County Code does not provide the County Attorney with the authority to fully waive a lien, waive costs, or issue a release without approval by the BOCC.

The proposed resolution corrects property identification errors in Resolution 144-2025, which had been adopted on March 25, 2025.

PREVIOUS RELEVANT BOCC ACTION:

03-25-25 BOCC - Agenda Item 3783 - Approval of a resolution to waive fines and costs. Due to errors in the resolution, a new resolution is proposed to replace the previously approved Resolution 144-2025 and for Resolution 144-2025 to be rescinded.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
n/a

STAFF RECOMMENDATION: Approve resolution and rescind Resolution 144-2025.

DOCUMENTATION:

Recorded lien.pdf
Lien release reso.pdf

FINANCIAL IMPACT:
Waiver of $5850.50 in fines and costs.

Doc # 2482653 Bk# 3302 Pg# 1697 Electronically Recorded 12/5/2024 at 3:21 PM Pages 10
Filed and Recorded in Official Records of MONROE COUNTY KEVIN MADOK
ElectronicallyREC: $86.50

BEFORE THE COUNTY CODE COMPLIANCE SPECIAL MAGISTRATE
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA,
Petitioner,

vs.

JOAN SCHAWAROCH-THOMAN TRUST
Respondent(s).

Case No.: PROP-MAY24-0040
Subject Property Real Estate Number: 00307080-000000

LIEN / FINAL ORDER

Having fully considered the evidence presented at hearing, including testimony of the Code Compliance Inspector(s) and/or witnesses under oath, the following Findings of Fact and Conclusions of Law are ORDERED:

The Respondent(s) and/or Authorized Representative **SIGNED A STIPULATION AGREEMENT WITH MONROE COUNTY** was not present via zoom webinar on **October 24, 2024** **did not** contest the violation(s) set forth in the Notice of Violation/Notice of Hearing which is incorporated herein as if fully set forth and attached hereto.

(x) The Respondent(s) is/are the owner(s) of property located within Monroe County and was/were duly noticed of the hearing.
(x) The Respondent(s) is/are in violation of the Monroe County Code(s) as fully set forth in the Notice of Violation/Notice of Hearing served upon the Respondent(s).
( ) ONE-TIME FINE - The violation(s) is found to be irreparable or irreversible and a one-time fine of $ _____ is ORDERED, payable within _____ days of this Order.
(x) COSTS - Pursuant to Section 162.07(2) of Florida Statutes all costs incurred by the County in prosecuting the case is ordered to be paid within thirty (30) days of compliance. Costs will continue to accrue until compliance is achieved and the case is closed.
(x) The Respondent(s) shall comply with the Code(s) referred to in the Notice of Violation/Notice of Hearing on or before **11/26/2024** ("**THE COMPLIANCE DATE**").
(x) In the event the violation(s) were or are not corrected on the compliance date previously ordered or on the compliance date set forth herein, fine(s) in the dollar amount:

17-2.(c)* **$ 50.00** **(PER AGREEMENT)**

for each day BEGINNING ON THE DAY AFTER THE COMPLIANCE DATE that the Respondent(s) is/are in violation is/are hereby ORDERED.

(x) It is further ordered that the County is hereby authorized to make all reasonable repairs including demolition which are required to bring the property into compliance and charge the Respondent(s) with the cost of repairs incurred by the County, the costs of prosecution incurred by the County and any fines Ordered in this matter.

( ) The Respondent(s) were in violation of the MONROE COUNTY CODE(S) as fully set forth in the Notice of Violation/Notice of Hearing filed in this case and did not come into compliance on or before **THE COMPLIANCE DATE** but are now in compliance.
The Respondent(s) shall pay the total amount of cost and/or fines ($_____) to Monroe County Code Compliance within thirty (30) days of this Order.

(x) The Special Magistrate incorporates by reference the allegation(s) in the Notice of Violation/Notice of Hearing (attached hereto) and finds the allegation(s) was/were established by the County's Witness(es), Evidence and/or Exhibits that were introduced and accepted at the hearing.

(x) Other: **STIPULATION AGREEMENT IS ATTACHED HERETO AND INCORPORATED HEREIN.**

In the event of nonpayment of fines and/or costs imposed on Respondent(s), a certified copy of this Order may be recorded in the public records and shall thereafter constitute a lien against the land on which the violation or violations exist and upon any other real or personal property owned by the violator. The County may institute foreclosure proceedings if the lien remains unpaid for three months and/or may sue to recover money judgment for the amount of the lien plus accrued interest. Please make checks payable to Monroe County Code Compliance and mail to: Monroe County Code Compliance, Attn: Office of the Liaison, 2798 Overseas Hwy., Suite 330, Marathon, FL 33050.

IT IS THE RESPONDENT(S) RESPONSIBILITY TO REQUEST A REINSPECTION TO DETERMINE WHETHER THE PROPERTY IS COMPLIANT BY CALLING CODE COMPLIANCE AT (305) 453-8806 FOR THE UPPER KEYS; (305) 289-2810 FOR THE MIDDLE KEYS; (305) 295-4343 FOR THE LOWER KEYS.

DATED this 25th day of October, 2024.

John G. Wolfe Langham, Special Magistrate

CERTIFICATE OF ORDER

I hereby certify that this is a true and correct copy of the above Order.

Nicole Petrick, Liaison

CASE NUMBER: PROP-MAY24-0040

Respondent(s) mailing address of record with the Monroe County Property Appraiser's Office:

JOAN SCHAWAROCH-THOMAN TRUST
31316 AVENUE J
BIG PINE KEY, FL 33043

Location of subject property:
31329 AVENUE I
BIG PINE KEY, FLORIDA 33043

Real Estate Number: 00307080-000000

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this Order has been furnished to the Respondent(s) via hand delivery / **first class U.S. mail** to Respondent(s) address of record with the Monroe County Property Appraiser's Office as referenced above and/or Authorized Representative N/A on this 25th day of October, 2024.

Nicole Petrick, Liaison

MONROE COUNTY CODE COMPLIANCE
SPECIAL MAGISTRATE

Monroe County Code Compliance
Petitioner

vs. Case Number: PROP-MAY24-0040

Joan Schawaroch-Thoman Trust
Respondent(s)

STIPULATION TO CODE VIOLATION AND FOR TIME TO COMPLY FOR FIRST TIME OFFENSES

In the matter of: 31329 Avenue I, Big Pine Key, FL 33043
RE# 00307080-000000

Joan Schawaroch-Thoman Trust (herein after referred to jointly and severally as "Respondent(s)") and Monroe County Code Compliance ("Petitioner"), by and through the undersigned individuals, hereby agree and stipulate to the following:

1. Respondent(s) agrees that I/we received the Notice of Hearing issued in this case, and that a hearing is scheduled to be heard on September 26, 2024 to determine whether the charges alleged in the Notice of Violation and Notice of Hearing are accurate and supported by substantial evidence ("Hearing").

2. Respondent(s) agrees that the violation(s) exist as alleged in the Notice of Violation which was served in this matter. Respondent(s) understands that he/she could appear at the Hearing and contest any evidence to be submitted by Code

Compliance. However, by entering into this Stipulation, Respondent(s) understands and agrees that:

(a) He/she need not appear at the Hearing, but instead, stipulates to entry of the finding against Respondent(s); and

(b) Any evidence in the Code Compliance file will be deemed the record in the case; and

(c) He or she waives the right to appeal any finding of violation or order that he or she would otherwise have under Section 162.11, Florida Statutes.

3. The Respondent(s) understand that the property will be checked for compliance on November 26, 2024.

4. The parties understand that a fine of $50.00 per day that shall accrue daily if the property is not brought into compliance within the time specified in paragraph 3.

5. The Respondent(s) understands that if the Respondent(s) fails to comply within the time given in paragraph 3, the fine(s) shall accrue each day the violation(s) remain as follows.

17-2.(c)	$50.00 per day

6. The Respondent(s) agree to pay all costs incurred in prosecuting the case within 30 days of compliance and that such costs shall be imposed as a lien under Section 162.09(2) (d), Florida Statutes, and Monroe County Code section 8-29(b); 8-31 (c).

7. Respondent(s) specifically agree that this Stipulation Agreement shall be recorded in the public records of the County and shall constitute notice to subsequent purchasers, successors in interests, or assigns that the violation of Monroe County Code 17-2. (c) exists. This Stipulation Agreement shall be recorded as a lien against the property and upon any other real or personal property owned by the Respondent(s) if the property is not brought into compliance by the date specified in paragraph 3.

8. Respondent(s) agrees and represents that Respondent(s) entered into this Stipulation of the Respondent(s)'s own free will. Respondent(s) further understands and agrees that he/she has the right to consult with counsel prior to signing this Stipulation and has done so or has elected to waive this right.

9. The Respondent(s) understand and acknowledge that the sale of the subject property prior to compliance of the property and/or prior to the date specified in paragraph 3 will negate the stay of fines and the full amount of accrued fines will be reinstituted.

10. This Stipulation constitutes the entire agreement and any representation or understanding of any kind preceding the date of the parties' written final approval of this Stipulation not specifically and expressly memorialized herein is not binding on either party except to the extent that it has been specifically and expressly memorialized in this Stipulation.

11. The parties understand and agree that the Respondent(s) may revoke this Stipulation and that such revocation must be done in writing or done in person with Inspector McPherson by the end of business September 18, 2024.

By signing this Stipulation, both parties represent that they have READ, UNDERSTOOD, AND CONSENT to its terms and conditions.

Joan Schwarsch Thoman
Signature of Respondent(s) / Date

JOAN SCHWARSCH THOMAN
Print Name

STATE OF Florida
COUNTY OF monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Joan thoman who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 9 day of 17 2024

Avani Igeorge
NOTARY PUBLIC

My commission expires 05-9 2027

AVANI GEORGE
Commission # HH 396423
Expires May 9, 2027

Cynthia J McPherson 9-23-24
Signature of Petitioner (County) / Date

Cynthia J. McPherson
Print name

STATE OF Florida
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Cynthia J. McPherson who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 23rd day of September 2024

Deborah A Griffin
NOTARY PUBLIC

DEBORAH A. GRIFFIN
MY COMMISSION # HH 461635
EXPIRES: March 5, 2028

_____
Signature of Respondent(s) / Date

_____
Print Name

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this _____ day of _____ 20___

_____
NOTARY PUBLIC

My commission expires _____ 20__:

County of Monroe

Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050

NOTICE OF VIOLATION / NOTICE OF HEARING

JOAN SCHAWAROCH-THOMAN TRUST
31316 AVENUE J
BIG PINE KEY, FL 33043

Case: PROP-MAY24-0040

Parcel Id: 00307080-000000
Owner: JOAN SCHAWAROCH-THOMAN JOAN TRUST
Location: 31329 AVENUE I
BIG PINE KEY, Florida 33043

DEAR PROPERTY OWNER,

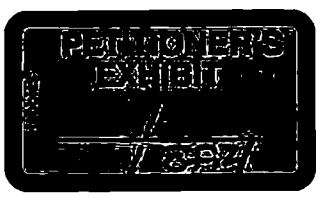
You are hereby notified that an investigation of the above property was initiated on 05/03/2024 and subsequently found the following violation(s) of Monroe County Code:

VIOLATION:	CORRECTIVE ACTION:
17-2.(c)* Inoperative/Abandoned Watercraft The boat "Little Susie II" is inoperative and/or abandoned.	Remove all watercraft that are wrecked, inoperative, partially dismantled and/or decayed and/or abandoned or stored on a boat trailer that is not ready for highway use for a period of 30 days, or place completely screened from view from street or any other residential structure (must meet setbacks of land use district where located) or place in a completely enclosed building. Contact your Code Compliance Inspector upon compliance.

PLEASE TAKE NOTICE that a **Public Hearing will be conducted by the Special Magistrate in the above case on 09/26/2024 at 9:00 AM at the Monroe County Government Regional Center, 2798 Overseas Hwy., Marathon, Florida. ALL PROPERTY OWNERS, WHO WISH TO PARTICIPATE IN THE HEARING, SHOULD ATTEND VIA ZOOM WEBINAR. INSTRUCTIONS ATTACHED HERETO.**

You can avoid attending the hearing if all violation(s) noted above are corrected by **09/18/2024** and you have contacted your inspector. If a violation is corrected and then recurs, or if a violation is not corrected by the time specified, the case may be presented to the Code Enforcement Special Magistrate even if the violation has been corrected prior to the hearing.

If the Special Magistrate finds that violation(s) have occurred, then the Special Magistrate may impose fines, not to exceed $1,000 per day per violation for a first violation, $5,000 per day per



County of Monroe
Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050

NOTICE OF VIOLATION / NOTICE OF HEARING

violation for a repeat violation, and up to $15,000 per violation if the Special Magistrate finds the violation to be irreparable or irreversible in nature. In addition to such fines, the Special Magistrate may impose additional fines to cover all costs incurred by the County in enforcing its codes. If the County is forced to correct your violation(s), the Special Magistrate may order all costs incurred to be reimbursed to the County. THE IMPOSITION OF FINES AND/OR COSTS MAY RESULT IN A LIEN AGAINST YOU AND YOUR PROPERTY.

You may appear and/or be represented by an attorney or authorized agent. If you are represented by an attorney, your attorney is required to file a written notice of appearance with the Liaison for the Special Magistrate, 2798 Overseas Highway, Suite 330, Marathon, FL 33050; Phone: (305) 289-2509, or email directly to Petrick-Nicole@monroecounty-fl.gov, prior to the date of the hearing. You may request a copy of your case file by filing a public records request online: https://monroecountyfl.nextrequest.com. If you are requesting the case file in preparation for your hearing, your request should be submitted no less than ten (10) days prior to your scheduled hearing.

You may request a continuance of the hearing for good cause shown. If you choose to request a continuance, a written request on the County's form must be made at least five (5) business days before the date of the hearing. If you choose to request a continuance, contact the Code Inspector listed below at least five (5) business days before the date of the hearing. A request for continuance DOES NOT GUARANTEE a postponement of your hearing.

If you agree that the violation(s) exist as alleged in this Notice, you may request a Stipulation Agreement in lieu of attending the hearing. If you choose to request a Stipulation Agreement, contact the Code Inspector listed below at least five (5) business days before the date of the hearing. A request for a Stipulation Agreement does not guarantee a postponement of your hearing. It is important that you contact your inspector listed below.

NOTE: IF YOU DECIDE TO APPEAL any decision by the Special Magistrate, you will need to ensure that a verbatim record of the proceedings is made, which shall include the testimony and evidence upon which the appeal is to be based. The appeal must be filed within 30 days of the Special Magistrate's Final Order.

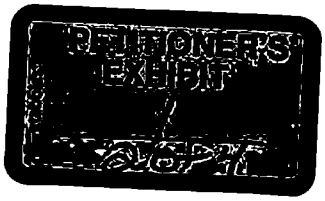
IT IS YOUR RESPONSIBILITY TO CONTACT THE CODE INSPECTOR TO CONFIRM THE NEED TO ATTEND THE HEARING. Please contact your inspector below.

Code Inspector: **HEATHER JAMES**
Contact Number: 305-289-2812

Code Department Office Locations and Main Contact Number:

Middle Keys:
2798 Overseas Highway, Suite 330
Marathon, FL 33050
(305) 289-2810

Upper Keys:
102050 Overseas Highway
Key Largo, FL 33037
(305) 453-8806



County of Monroe
Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050

NOTICE OF VIOLATION / NOTICE OF HEARING

CERTIFICATION OF SERVICE

I hereby certify that a copy hereof has been furnished to the above-named addressee(s) by Certified Mail, Return Receipt Request:

Tracking ID: 9589 0710 5270 0500 7097 76
Sent On: 8 / 2 / 24

Code Compliance Department, Karen Penney

IF SERVICE IS NOT OBTAINED BY CERTIFIED RETURN RECEIPT MAIL, A TRUE AND ACCURATE COPY OF THIS NOTICE WILL BE POSTED AT THE SUBJECT PROPERTY AND THE MONROE COUNTY COURTHOUSE.

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than five (5) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".



County of Monroe
Code Compliance Department
2798 Overseas Highway
Marathon, Florida 33050

NOTICE OF VIOLATION / NOTICE OF HEARING

ZOOM WEBINAR INSTRUCTIONS

You are invited to a Zoom webinar.
When: 9:00 AM Eastern Time (US and Canada) Topic: Special Magistrate Hearing

Please click the link below to join the webinar:
https://mcbocc.zoom.us/j/89817567983

Or iPhone one-tap:
US:+16465189805,,89817567983# or
+16699006833,,89817567983#

Or Telephone:
Dial (for higher quality, dial a number based on your current location):
US: +1 646 518 9805 or +1 669 900 6833
Webinar ID: 898 1756 7983
International numbers available: https://mcbocc.zoom.us/u/k6hcmxBou

It will greatly help if when you log into Zoom that you use your **full legal name.** (Please do not abbreviate or use a nickname). Once your case is called, please use the "Raise Hand" feature via the Zoom application. This will let our webinar administrator know to promote you to "Panelist" so that you can speak and show video.

Please note this hearing starts at 9:00 am and there is generally no "time certain" for your case to be heard. Please plan your day accordingly. However, we ask that you log in at the start of the hearing, so we know that you are present. Cases are called randomly and not necessarily in the Order of the agenda. We ask for your patience as we do generally have a lot of cases to be heard.



MONROE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. ____-2025

A RESOLUTION OF THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS WAIVING FINES AND COSTS AND AUTHORIZING THE COUNTY ATTORNEY TO RELEASE A CODE COMPLIANCE LIEN AGAINST JOAN SCHAWAROCH-THOMAN REVOCABLE TRUST 2/18/2023 AND THE PROPERTY AT 31329 AVENUE I, BIG PINE KEY, STEMMING FROM CODE COMPLIANCE CASE PROP-MAY24-0040, RESCINDING AND REPLACING RESOLUTION 144-2025.

WHEREAS, the subject property (31329 Avenue I, Big Pine Key, Parcel ID# 00307080-000000) was the subject of Code Compliance Case PROP-MAY24-0040, where a lien (totaling $5850.50) has been recorded against the property and its owner. The lien is recorded at Document 2482653, Book 3302, Page 1697. The lien is against the property owner, Joan Schwaroch-Thoman Revocable Trust 2/14/2023, and the land on which the violation exists (the subject property) and upon any other real or personal property owned by the violator; and

WHEREAS, in PROP-MAY24-0040 the property owner signed a Stipulation and a violation of Monroe County Code (MCC) 17-2.(c) was found with a daily fine of $50. Fines accrued to $4850 and costs of $1000.50; and

WHEREAS, upon reviewing the case for compliance, Code Compliance staff determined that, notwithstanding the property owner entering a Stipulation, there existed an exemption to the violation of MCC 17-2.(c). Had the exemption been timely raised, no fine or costs would have accrued in the case; and

WHEREAS, the BOCC finds that a waiver of the fine and costs that accrued is warranted due to the existence of an exception to the violation; and

WHEREAS, the BOCC finds that a release of the lien is warranted; and

WHEREAS, the County Code does not provide the County Attorney with the authority to fully waive fines, waive costs, or issue a release without approval by the BOCC.

WHEREAS, the BOCC previously approved Resolution 144-2025, however that Resolution contained an error in identifying the subject property. This Resolution therefore rescinds and replaces Resolution 144-2025 and corrects the identifying information of the subject property.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1: The "Whereas" clauses set forth above are incorporated as findings by the Board.

Section 2: The fine and costs that accrued in PROP-MAY24-0040, totaling $5850.50, are hereby waived.

Section 3: The County Attorney is authorized to issue a release of the lien recorded at Document 2482653, Book 3302, Page 1697.

Section 4: Resolution 144-2025 is hereby rescinded and replaced.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting held on the 16th day of April, 2025.

Mayor James K. Scholl	_____
Mayor *Pro Tem* Michelle Lincoln	_____
Commissioner Craig Cates	_____
Commissioner David Rice	_____
Commissioner Holly Merrill Raschein	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY _____
MAYOR JAMES K. SCHOLL

(SEAL)
ATTEST: KEVIN MADOK, CLERK

_____
AS DEPUTY CLERK

Approved as to form
and legal sufficiency:

3/31/25
_____
Kelly Dugan
Assistant Monroe County Attorney

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: P7
2023-3886

BULK ITEM: No

DEPARTMENT: County Attorney

TIME APPROXIMATE:
no.

STAFF CONTACT: Bob Shillinger

AGENDA ITEM WORDING: Approval of a resolution authorizing the waiver of the attorney client and work product privileges and the duty of confidentiality with respect to qualifying confidential communications with retired Senior Assistant County Attorney to allow her to testify in the matter of State of Florida v. Roman Gastesi, 24-CF-917-K.

ITEM BACKGROUND:
Ramon de la Cabada, the attorney defending former County Administrator Roman Gastesi, subpoenaed retired Senior Assistant County Attorney Cynthia Hall to testify at a deposition regarding her knowledge regarding the underlying facts of the employment investigation arising from the diversion of drugs from the Trauma Star program. Mr. Gastesi's handling of that investigation led the Grand Jury to indict him on one count of official misconduct. Mr. Gastesi has pled not guilty to the charge. His counsel is conducting discovery to prepare his defense.

Ms. Hall testified regarding unprivileged matters during her deposition but asserted the attorney-client privilege as to certain qualifying communications. Mr. de la Cabada has requested that the attorney client and work product privileges be waived so he can finish Ms. Hall's deposition.

Under the attorney-client privilege, conversations between a client or clients and their attorney are privileged in certain circumstances. The privilege belongs to the client, not the attorney so the attorney must assert it unless and until the client(s) waive the privilege. The work product privilege is related but distinct from the attorney client privilege. The work product privilege protects from disclosure information that is gathered in anticipation of litigation, as well as mental impressions, conclusions, opinions, and theories of counsel. The resolution also authorizes a waiver of Ms. Hall's duty of confidentiality under Rule 4-1.6 of the Florida Rules of Professional Conduct, which requires attorneys to keep the confidences of their clients.

Ms. Hall participated in a conversation with Mr. Gastesi and county staff as part of the investigation into the theft of drugs from Trauma Star. She also participated in a separate conversation on the same

topic with Commissioner Lincoln and Mr. Gastesi. As an organizational entity, the privilege is held by the organization as well as the individual participants. As the governing body for the organization, the BOCC is the entity which must waive the privilege to the extent it extends to the County as an entity. Each individual participating in the conversations will need to or has already waived the privilege with respect to himself or herself.

The proposed resolution would, if passed, waive the attorney client privilege, the work product privilege, and release Ms. Hall from her duty of confidentiality with respect to matters related to Mr. Gastesi's criminal case. The waiver would permit Ms. Hall to testify at her continued deposition and at trial if called by either the prosecution or the defense. Counsel for prosecution and the defense have reviewed the draft resolution and been provided with an opportunity for input on its content.

PREVIOUS RELEVANT BOCC ACTION:
None.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
n/a

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

Resolution authorizing the waiver of the attorney client and work product privileges and duty of confidentiality in Gastesi criminal case final ver.pdf

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FINANCIAL IMPACT:
n/a

MONROE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO._____-2025

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA AUTHORIZING THE WAIVER OF THE ATTORNEY CLIENT AND WORK PRODUCT PRIVILEGES AND DUTY OF CONFIDENTIALITY ON BEHALF OF THE COUNTY AS AN ENTITY, WITH RESPECT TO CONFIDENTIAL COMMUNICATIONS WITH RETIRED SENIOR ASSISTANT COUNTY ATTORNEY CYNTHIA HALL TO ALLOW HER TO TESTIFY IN THE MATTER OF *STATE OF FLORIDA V. ROMAN GASTESI*, 24-CF-917-K.

WHEREAS, the County Commission, the County Administrator, and county staff are represented on county business by the Monroe County Attorney and the Assistant County Attorneys employed by the County Attorney's Office pursuant to Section 2-179(a) of the Monroe County Code; and

WHEREAS, former County Administrator Roman Gastesi is the defendant in the matter of *State of Florida v. Roman Gastesi,* 24-CF-917-K which is pending in the 16th Judicial Circuit of Florida; and

WHEREAS, Mr. Gastesi, through counsel, is seeking to depose retired Senior Assistant County Attorney Cynthia Hall regarding conversations she participated in with Commissioner Michelle Lincoln, Mr. Gastesi, and county staff which are relevant to Mr. Gastesi's case, but which also qualify for protections under the attorney client privilege, work product doctrine, and confidentiality rules in the Florida Rules of Professional Conduct applicable to attorneys; and

WHEREAS, during her initial deposition, Ms. Hall asserted the attorney-client privilege, work product doctrine, and confidentiality rules with respect to those conversations and declined to answer questions related to those conversations; and

WHEREAS, Ms. Hall's deposition was continued so that the question of privilege could be resolved; and

WHEREAS, under F.S. 90.502, the attorney-client privilege belongs to the client, not the attorney; and

WHEREAS, the "privilege extends not only to communications from a client, but also to statements made by an attorney to a client, because disclosure of an attorney's communications or advice to a client will effectively reveal the substance of the client's confidential communication." *Cunningham v. Appel,* 831 So.2d 214, 216 (Fla. 5th DCA 2002); and

WHEREAS, it is well settled that the attorney-client privilege exists for organizational clients such as the County Commission; *see, Rogan v. Oliver,* 110 So.3d 980, 983 (Fla. 2013), *citing Upjohn Co. v. United States,* 449 U.S. 383, 101 S.Ct. 677, 66 L.Ed.2d 584 (1981); and

WHEREAS, the waiver of the attorney-client privilege for organizational clients requires the consent of that entity's governing body, i.e., the Board of County Commissioners; *see Rogan,* 110 So.3d at 983; and

WHEREAS, because multiple people participated in the subject conversations, each party to those conversations must waive the attorney-client privilege; *see, Cone v. Culverhouse,* 687 So.2d 888, 889 (Fla. 2d DCA 1997) and *Cunningham,* 831 So.2d at 216; and

WHEREAS, Rule 4-1.6 of the Florida Rules of Professional Conduct, "a lawyer must not reveal information relating to a client's representation . . . unless the client gives informed consent"; *see*, *Coffey-Garcia v. South Miami Hosp., Inc.*, 194 So.3d 533, 536 (2016); *see also*, Comment to Rule 4-1.6, R. Reg. The Fla. Bar; and

WHEREAS, the work product doctrine protects information that is gathered in anticipation of litigation, as well as mental impressions, conclusions, opinions, and theories of counsel; and

WHEREAS, under the work product doctrine, materials prepared in anticipation of litigation by or for a party or its attorney are protected from disclosure unless a party seeking disclosure demonstrates a need for the material and an inability to object to the substantial equivalent without undue hardship; and

WHEREAS, Mr. Gastesi's counsel has presented to the County Attorney that Ms. Hall's work product is necessary for him to prepare a proper defense of his client; and

WHEREAS, the Board finds that waiving the attorney client privilege, the work product privilege, and releasing Ms. Hall from her duty of confidentiality serves the paramount public importance of transparency in County government; and

WHEREAS, by adopting this resolution, the Board waives the attorney-client privilege, authorizes Ms. Hall to discuss matters covered by the work product doctrine, and also consents to releasing Ms. Hall from her duty of confidentiality with respect to her representation of the County as an entity to the extent necessary to answer counsels' questions at her deposition, at trial, and any related proceedings in 24-CF-917-K; and

WHEREAS, the waivers of the attorney client privilege, work product privilege, and duty of confidentiality effectuated by this resolution shall be limited to Monroe County as an entity, and that individual participants in the subject conversations either have or will have to waive the privilege individually in addition to the Board's waivers.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA THAT:

1. The above-stated recitations are incorporated as factual findings of the Board.

2. The Board expressly waives the attorney client privilege and work product privilege on behalf of Monroe County to the extent that those privileges extend to the County government as an entity.

3. The Board expressly releases retired Senior Assistant County Attorney Cynthia Hall from her duty of confidentiality under Rule 4-1.6 of the Florida Rules of Professional Conduct with respect to her representation of the County as an entity to the extent necessary to answer counsels' questions at her deposition, at trial, and any related proceedings in 24-CF-917-K.

4. The Clerk is directed to email a copy of this resolution to:

    - Assistant State Attorney Colleen Dunne via cdunne@keyssao.org.

    - Ramon de la Cabada, Counsel for Defendant Roman Gastesi, via ray@ramondelacabada.com.

PASSED AND ADOPTED at a regular meeting held on the 16th day of April, 2025 in Marathon, Florida.

Mayor James K. Scholl	_____
Mayor *Pro Tem* Michelle Lincoln	_____
Commissioner Craig Cates	_____
Commissioner David Rice	_____
Commissioner Holly Merrill Raschein	_____

ATTEST: KEVIN MADOK, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
As Deputy Clerk

_____
Mayor James K. Scholl

Approved for form and legal sufficiency:

_____
Robert B. Shillinger, Jr.
Monroe County Attorney

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: P8
2023-3853

BULK ITEM: No

DEPARTMENT: County Attorney

TIME APPROXIMATE:
N/A

STAFF CONTACT: Gaelan Jones

AGENDA ITEM WORDING: Approval to Renew Property and Boiler & Machinery Insurance policies for 2025-26 at a Total Cost of $2,954,648.

ITEM BACKGROUND:

Monroe County's property insurance coverage expires on May 1, 2025. This item seeks to renew coverage for 2025-26 at a total cost of $2,954,648. This represents a reduction of program cost in the amount of $449,390 (13.2%) from the 2024 fiscal year.

The current property insurance program is comprised of a Primary Policy ($50M limit segregated into 3 layers of coverage) and a Parametric Windstorm Policy ($5M limit with coverage varying by geographic area and strength of named windstorm event). The renewal provides replacement cost property insurance coverage for County buildings, contents, communication towers and contractors equipment with a current reported value of $319,865,653. A separate layer of supplemental coverage is also provided for certain locations through Citizens, the cost of which is not included in this agenda item.

This renewal also includes boiler and machinery coverage through a separate policy issued by the Hartford Steam Boiler Inspection and Insurance Company with limits of $100 million and a per incident deductible of $5,000 except for damage to Air Conditioning and Refrigerating Equipment which has a $25.00 per HP deductible (Minimum $5,000). This coverage is being primarily purchased to obtain State required inspections of 4 pressure vessels located at the Detention Center on Stock Island. The annual premium for this coverage is $16,947.80, which represents a decrease of $480.86 (-2.76) from the 2024 premiums.

PREVIOUS RELEVANT BOCC ACTION:

Approval.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

2025 Monroe County Property Proposal as of 3.31.2025-1.xlsx
April 16 BOCC Presentation.pdf

FINANCIAL IMPACT:

Effective Date: 5/1/25

Expiration Date: 4/30/26

Total Dollar Value of Contract: $2,954,648

Total Cost to County: $2,954,648

Current Year Portion: $2,954,648

Budgeted: Yes

Source of Funds: 503-08502-00054

CPI: N/A

Indirect Costs: N/A

Estimated Ongoing Costs Not Included in above dollar amounts: N/A

Revenue Producing: No If yes, amount:

Grant: N/A

County Match: N/A

Insurance Required: N/A

Additional Details:

MONROE COUNTY PROPERTY INSURANCE RENEWAL 2025-26

2025 HIGHLIGHTS

Total Insured Value:
$319,865,653
(+3.19%)

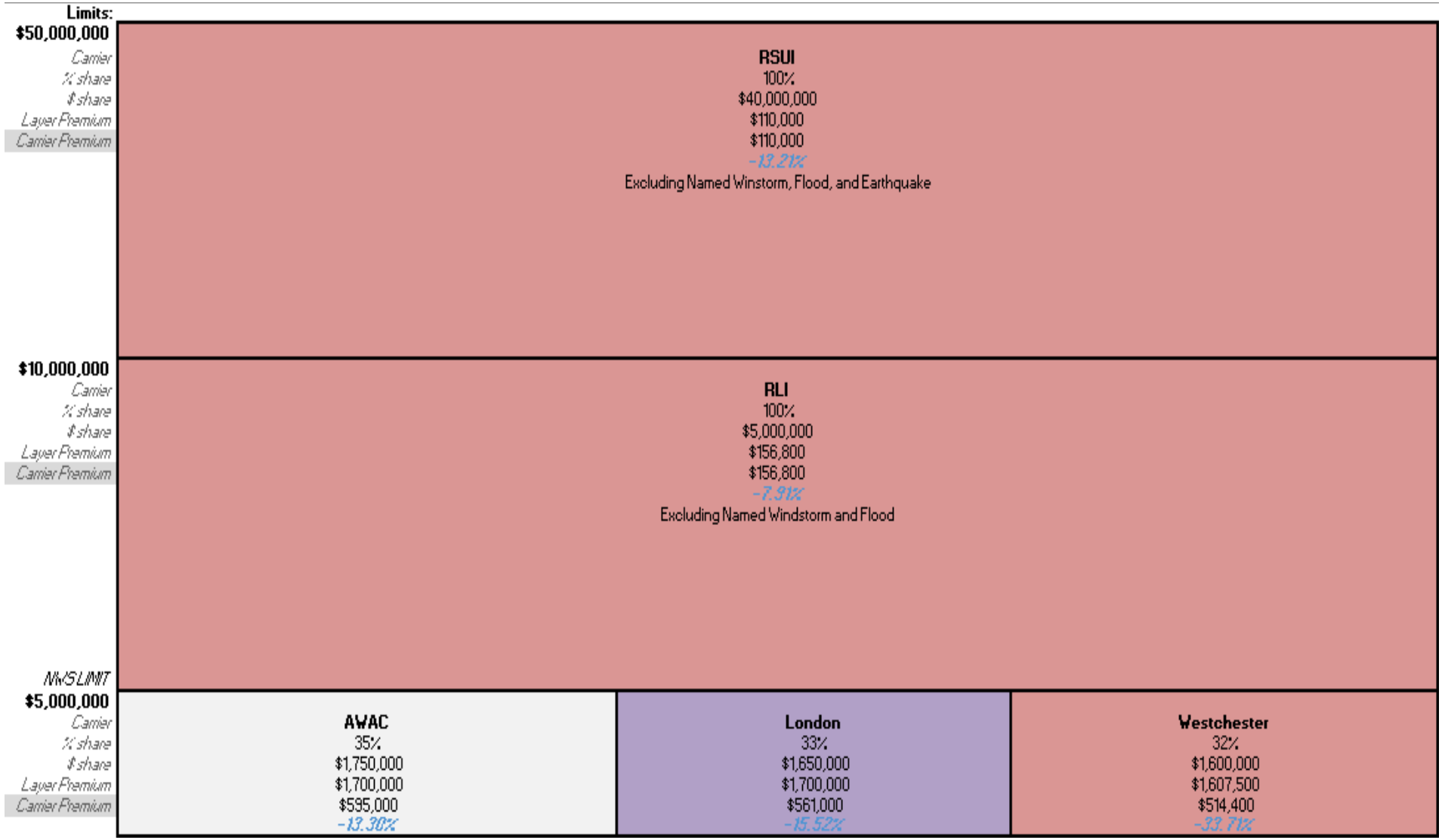
- **Real Property: $294,535,565**
- **Equipment: $1,325,954**
- **Towers: $11,559,245**
- **PITO: $12,444,889**

ANNUAL PREMIUM:
$2,954,648
(-13.20%)

- **Primary Property: $1,937,200**
- **Parametric: $1,000,000**
- **Equipment: $16,948**
- **Fees: $500**

*Airport Property w/o New KW Terminal = $49,988,307

PRIMARY PROPERTY

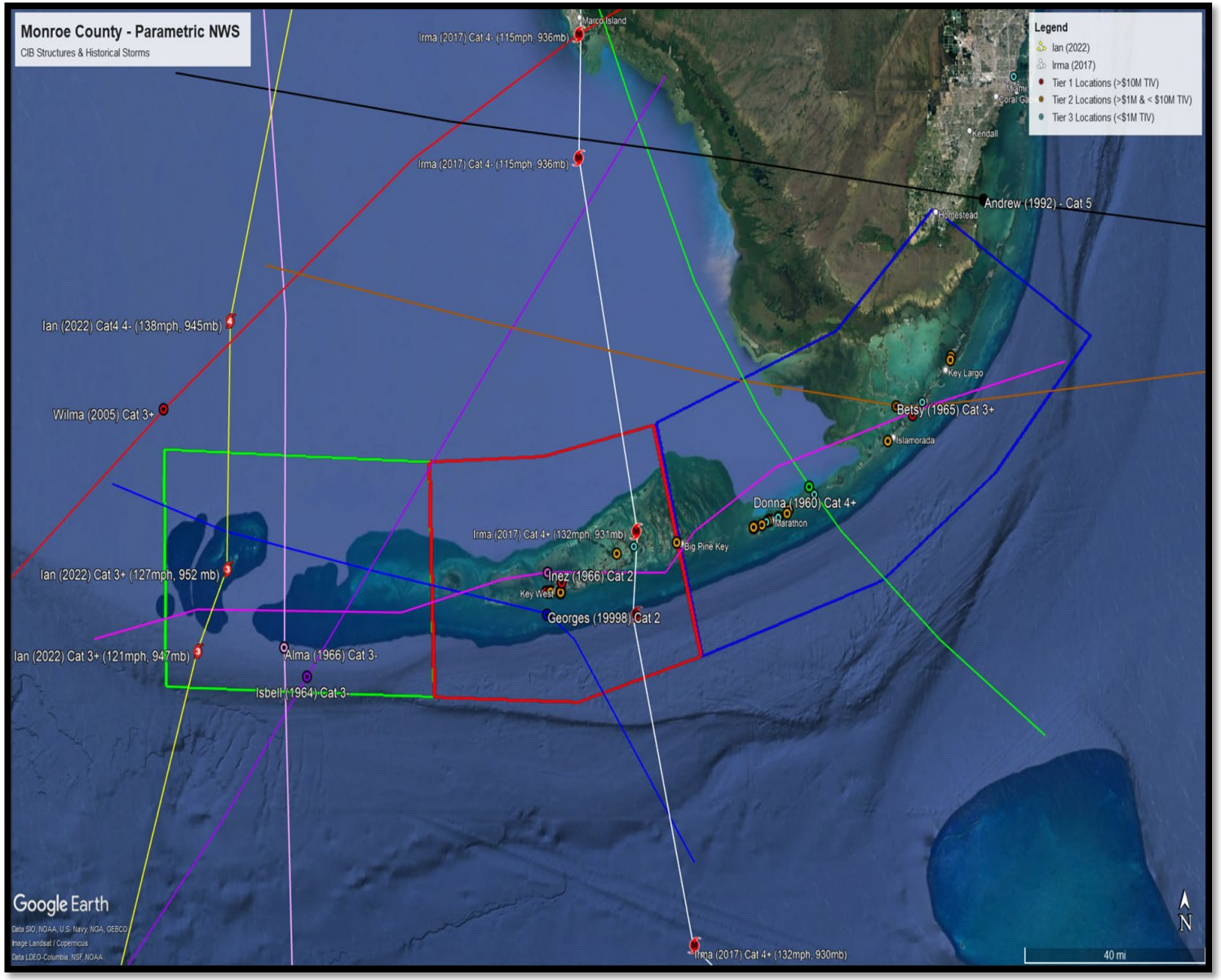


$40M Limits
(*Exc Windstorm + Earthquake*)

$5M Limits
All Risk (*Exc Windstorm*)

$5M Limits
All Risk (*Inc Windstorm*)

PARAMETRIC WINDSTORM



$5M OCCURENCE LIMIT

Payout Structures - % of Occurrence Limit

Option CIB-1	Red (Key West)	Green	Blue
<= Cat 1	0%	0%	0%
Cat 2	20%	0%	0%
Cat 3-	40%	20%	5%
Cat 3+ (120.5 <= Vmax < 130.0, (955.0 >= CP > 945.0)	60%	30%	10%
Cat 4- (130.0 <= Vmax < 143.5, (945.0 >= CP > 932.5)	80%	40%	20%
Cat 4+ (143.5 <= Vmax < 157.0, (932.5 >= CP > 920.0)	100%	50%	30%
Cat 5	100%	60%	40%

SUPPLEMENTAL WINDSTORM



- Windstorm Coverage Only
- Lower Deductible Per Location (5% Appraised Value)
- 2025 Rejected Locations:
  - **Key Largo Library**: 101485 Overseas Highway
  - **Roth Building**: 50 High Point Road
  - **KW Airport (Old Terminal)**: 3491 S Roosevelt Blvd
  - **Harvey Govt Center**: 1200 Truman Ave
  - **West Martello Tower**: 1100 Atlantic Blvd.

2025 Premium: $1,287,441 (-10.38%)

*Separate Item. May 21 BOCC Meeting

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: P9
2023-3932

BULK ITEM: Yes

DEPARTMENT: County Attorney

TIME APPROXIMATE:
N/A

STAFF CONTACT: Pedro Mercado

AGENDA ITEM WORDING: Approval of a legal services agreement with Mechanik Nuccio Hearne & Webster P.A.

ITEM BACKGROUND:

In 2019, FDEP identified the Joe London Training Center as a possible site of PFAS/PFOS contamination and required that the county sample more extensively to identify (and eventually delineate the extent of the contamination. Over the next 4 years the county spent approximately $300k to fully delineate the extent of the contamination. Eventually FDEP agreed that the contamination plume was stable and that "Administrative Controls" would be adequate rather than remediation. Mechanik Nuccio Hearne & Webster P.A. is a law firm which will be preparing and implementing institutional and /or engineering controls for the Joe London Fire Training Academy pursuant to rules and general guidance promulgated by the Florida Department of Environmental Protection.

The agreement attached as back up is a draft. Once a completed contract is executed, the back up will be revised.

PREVIOUS RELEVANT BOCC ACTION:
None

INSURANCE REQUIRED:
Yes

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Mechanik Nuccio Hearne & Wester- Attorney Agreement April 2025.docx
Mechanik Nuccio Hearne & Wester- Attorney Agreement April 2025 - Att. A.pdf

FINANCIAL IMPACT:
NTE $22,100.00

AGREEMENT BETWEEN MONROE COUNTY AND MECHANIK NUCCIO HEARNE & WEBSTER, P.A.

THIS AGREEMENT, made and entered into this ____ day of April, 2024, by and between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, ("COUNTY"), a political subdivision of the State of Florida whose address is 1100 Simonton Street, Key West, Florida 33040, and **MECHANIK NUCCIO HEARNE & WEBSTER, P.A.** ("ATTORNEY") regarding the retention of ATTORNEY by COUNTY to provide legal advice and services.

WHEREAS, it is in the public interest of COUNTY to have legal representation as set out below, and

WHEREAS, the ATTORNEY has agreed to provide legal representation to the COUNTY as set forth herein and in Attachment A.

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties agree as follows:

1. THE CLIENT

The Client is the COUNTY, acting by and through its duly elected and appointed officers and its employees.

2. THE ATTORNEY

ATTORNEY is a Professional Association that is registered as a Florida Profit Corporation named above and whose legally authorized signature appears at the bottom of this Agreement. ATTORNEY is licensed to practice law in Florida. ATTORNEY has been retained for the task of preparing and implementing institutional and /or engineering controls for the Joe London Fire Training Academy pursuant to rules and general guidance promulgated by the Florida Department of Environmental Protection as set forth in Attachment A ("the Matter").

3. TERM OF AGREEMENT

This Agreement and representation by ATTORNEY is effective upon execution by ATTORNEY and acceptance and approval by COUNTY in accordance with COUNTY'S policies, ordinances, or governing statutes. The representation shall continue until terminated by either the COUNTY, or by the ATTORNEY in accordance with ethical requirements and/or the terms of this Agreement.

4. SCOPE OF THE WORK

The COUNTY is engaging ATTORNEY to advise on the Matter and any other matters as approved by the County Attorney which are jointly agreed to in writing.

4.1 Professional ability to perform work, appointment of contract manager

ATTORNEY warrants that he or she is authorized by law to engage in the performance of the activities herein described, subject to the terms and conditions set forth in these contract documents. ATTORNEY shall designate Travis Moore Hearne, as the contract manager and shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. ATTORNEY warrants that the authorized time keepers are authorized by law to engage in the performance of the activities encompassed by this Agreement.

4.2 Management of time keepers

ATTORNEY is responsible for managing the matter cost-effectively and competently, e.g., by insuring that additional time keepers are competent, properly supervised, efficient, and in compliance with the terms of this Agreement as well as with all ethical obligations.

5. REVIEW OF ETHICAL OBLIGATIONS AND POTENTIAL CONFLICTS OF INTEREST BEFORE INITIATING REPRESENTATION

ATTORNEY has conducted a thorough investigation and determined that neither ATTORNEY nor his or her firm has any ethical impediment, real or potential, including but not limited to conflicts of interest, to representing COUNTY. To the extent that any ethical impediment, real or potential, is discovered or ever arises, ATTORNEY shall immediately inform COUNTY in writing of the impediment (regardless of whether ATTORNEY believes he or she has taken all steps necessary to avoid the impediment and regardless of whether ATTORNEY believes that the impediment is insubstantial or questionable), make full disclosure of the situation to COUNTY, obtain COUNTY'S express, written consent to continue the representation of the other client, and take all other reasonable steps to avoid or mitigate the impediment. Notwithstanding the foregoing, COUNTY understands and agrees that ATTORNEY may in the future – after this agreement has terminated - represent clients before COUNTY in unrelated matters.

6. PAYMENTS TO ATTORNEY

ATTORNEY shall submit to COUNTY invoices with supporting documentation acceptable to the Clerk on a schedule as set forth in the contract. The total dollar amount of this contract shall not exceed $22,100. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's disbursal of funds. All services provided with respect to this agreement will be billed on a current basis with monthly invoices sent to COUNTY that will contain full detail as to the specific effort, hourly rates, and reimbursable expenses incurred by ATTORNEY on COUNTY'S behalf.

6.1 Attorney Fee (Hourly)

ATTORNEY will be paid for his or her services based on the number of hours expended on behalf of COUNTY (rounded to the nearest tenth hour for each time entry), not to include time billable to or compensated by other clients, multiplied by the ATTORNEY'S hourly rate. The following minimum billing documentation and time keeper requirements are a condition precedent to payment by the COUNTY.

6.2. Non-billable time

ATTORNEY will bill COUNTY only for time reasonably and necessarily incurred to render professional services on COUNTY'S behalf in accordance with this Agreement. Time attributable to billing questions is not billable. Time expended by time keepers who have not been approved by COUNTY is also not billable.

6.3. Hourly Rates, and Changes to hourly rates

The ATTORNEY has agreed to rates as more fully set forth below:

Approved Time Keepers:

Name:	**Hourly Rate:**
Travis Moore Hearne	$325.00
Cannon L/ Hearne - Associate	$250.00
Susan M. Merritt - Paralegal	$125.00

With the written approval of the County Attorney, additional time keepers may be utilized by the ATTORNEY.

ATTORNEY will charge no more than the hourly rate quoted above throughout the duration of the matter, unless otherwise agreed in writing and approved by COUNTY in the same manner as Agreement. The hourly rate to be charged by the lawyers and paralegals are reviewed annually and should ATTORNEY determine that a rate adjustment is warranted for this engagement the COUNTY will be notified in advance of any change.

6.4. Time keepers

As used in this Agreement, the term "time keeper" shall include ATTORNEY and other ATTORNEYS and individuals identified in paragraph 6.3 of this Agreement who will be providing services under this Agreement and who will bill the COUNTY for their services in accordance with this Agreement.

6.4.1. Duplication of effort

So long as ATTORNEY determines, in its reasonable discretion, that there is no duplication of effort among multiple time keepers, or otherwise with advance COUNTY approval, ATTORNEY may have more than one time keeper bill for attendance at meetings, including the meetings with COUNTY representatives and internal conferences, and each time keeper shall be paid at their rate established in paragraph number 6.3. In all other circumstances, ATTORNEY will not have more than one time keeper bill for attendance at meetings, including the meetings with COUNTY representatives and internal conferences, and in the event that more than one person attends, only the time of the person with the highest rate will be billable.

Approval for action on the part of the ATTORNEY may be accomplished by letter, email, or verbally by the County Attorney or his/her designee, if verbal approval is given the attorney may verify that approval by email to ATTORNEY or CLERK (as necessary for billing purposes).

6.4.2. Time keeper changes

Time keepers approved by the COUNTY are listed in paragraph 6.3 of this Agreement, and may be amended from time to time, upon mutual agreement of the COUNTY and the ATTORNEY, to evidence the then-current circumstances. Additional time keepers may be added by amendment to this agreement and approval by the Board of County Commissioners. In the event that additional time keepers providing services, which are to be billed to COUNTY, are to be added, then their hourly rates shall be provided to COUNTY in advance, and, upon written approval by the COUNTY, their rates and billing practices shall comply with the requirements of this Agreement. COUNTY expects to receive discounts or other concessions so that any increases or changes in time keepers will not result in unnecessary or unreasonable charges to COUNTY, e.g., for training, internal conferences, and management.

6.5. Existing work product

To the extent the ATTORNEY makes use of existing work product, e.g., in the form of research previously performed for another client, then ATTORNEY shall bill only that time expended in using that work product for COUNTY. In other words, no premium, markup, or other adjustment shall be made to COUNTY bill for time spent on work already performed.

7. BILLING OF FEES AND EXPENSES

ATTORNEY shall comply with the following requirements as to billing fees and expenses as a condition precedent to COUNTY'S obligation to pay each bill:

7.1. Monthly bills

Unless otherwise agreed in a writing signed by the COUNTY, bills shall be issued monthly by ATTORNEY within fifteen (15) days after the close of each month. ATTORNEY understands that COUNTY requires prompt bills in part to facilitate effective management of the representation and fees.

7.2. Bill format

ATTORNEY shall provide detailed, itemized bills which shall, at a minimum:

7.2.1 Description

Provide a general description of the matter, to include the name of the COUNTY department or constitutional officer, if not indicated in the title of the matter, for which legal services are being performed (e.g. Richard Roe v. Monroe County–EEO Claim); a description of the work performed in enough detail so that each item is distinguishable from other listed items and sufficient to allow COUNTY to determine the necessity for and reasonableness of the time expended, the services performed, the project or task each service relates to, the subject and purpose of each service, and the names of others who were present or communicated with in the

course of performing the service. For example, simply the word "research" is not acceptable, more detail about the type of research and what was determined by the research is necessary.

7.2.2 Personnel

Clearly identify each time keeper performing services in conjunction with each entry. Clearly identify all persons who are not full-time lawyers employed by the ATTORNEY'S firm (including paralegals, employees of ATTORNEY with their titles, subcontractors, independent contractors, temporary employees, and outsourcing providers). Personnel who are not listed as additional time keepers will not be paid unless approved in writing under the requirements of this Agreement.

7.2.3 Time Records

Record the time expended by each time keeper separately. In those situations where the minimum billing increment exceeds the actual time spent on a task and several of these "minor" tasks are performed, it is expected that the services will be aggregated until the total actual time spent meets the minimum billing increment.

7.2.4 Totals and By Task

State the amount of time expended by each time keeper broken down for each task.

7.2.5 Summary of Rates

It is understood that the billing rate is a per hour as set forth in paragraph number 6.3. In a summary at the beginning or end of the bill, provide the current hourly rate for each time keeper, the total time billed by each time keeper in that bill, the product of the total time and hourly rate for each time keeper, the total fees charged, and are reconciliation between the amount charged and any applicable estimated or budgeted amount, by task. In addition, each monthly statement should show the aggregate billing for that matter from the commencement of the matter through the currently-billed month.

7.3. Expenses

COUNTY will pay the actual, reasonable cost of the following expense items if incurred in accordance with the guidelines below (a copy of the form used by the County may be provided for your convenience) and promptly itemized in ATTORNEY'S monthly bill:

7.3.1 Reimbursable expenses

Actual cost for necessary long distance telephone calls, tele copying at $.25 per outgoing page, overnight or expedited delivery, couriers, photocopying at $.15 per page, postage, court fees, and other expenses approved in advance by COUNTY. In order to receive reimbursement Attorney must attach copy of invoice from overnight or expedited delivery, couriers, long distance carriers and indicating which calls are related to this agreement. All charges shall be reasonably documented on invoices to demonstrate that the charge is related to this agreement.

7.3.1.1. Expedited or emergency services

ATTORNEY is expected to avoid using expedited or emergency services, such as express delivery services, couriers, tele copying, overtime, and so on, unless necessary because of unexpected developments or extremely short deadlines. COUNTY may refuse to pay for any such expenses when incurred routinely or because of ATTORNEY'S failure to manage the matter efficiently.

7.3.1.2. Computerized research

ATTORNEY is expected to use computerized research services cost-effectively to reduce time spent on research, for example, while closely-monitoring computerized research to insure that the charges are reasonable and necessary. ATTORNEY is expected to pass through to COUNTY any discounts or other arrangements that reduce the cost of computerized services. All charges shall be reasonably documented on invoices to demonstrate that the charge is related to this agreement.

7.3.1.3. Photocopying

ATTORNEY is encouraged to use outside copying services if this will reduce the cost of large-volume copying, provided that these expenses are efficient, cost-effective, and incurred and billed in accordance with this Agreement. ATTORNEY is responsible for insuring that all copying complies with copyright obligations. All charges shall be documented on invoices to demonstrate that the charge is related to this agreement.

7.3.1.4. Transcripts

Transcripts should not be ordered without prior approval from COUNTY. Transcripts should not be ordered on an expedited basis unless necessary and approved in advance by COUNTY. ATTORNEY should obtain digital electronic/computerized copies of transcripts when available at a reasonable cost to avoid charging for time spent digesting or indexing transcripts, and to allow COUNTY to maintain a digital electronic/computerized database of all transcripts.

7.3.1.5 Travel Expenses

Travel expenses within the ATTORNEY'S local area, defined as a radius of 50 miles from the time keeper's office, will not be reimbursed and time in transit is not billable.

Travel expenses outside the local area may only be reimbursed if the travel was approved in advance by COUNTY. Reimbursable travel expenses are the cost of transportation by the least expensive practicable means (e.g., coach class air travel), the cost of reasonable hotel accommodations, and the cost of transportation while out of town (e.g., by cab or rental car, whichever is reasonable, at the lowest available rate). Cab fare to and from the originating airport is reimbursable. Expenses will be reimbursed in accordance with the applicable provisions of Florida Statute 112.061 for "approved travelers" and of the Monroe County Code Article XXVI and shall be summarized on the Monroe County Travel Form by ATTORNEY with all applicable receipts attached thereto.

7.3.1.6 Travel Time

Time spent in transit outside Attorney's local area may be billed only if ATTORNEY or time keeper is unable to avoid traveling by using other forms of communication or it is determined by the County Attorney that travel is in the County's best interest. Travel by more than one time keeper at the same time to the same destination is allowed with approval from COUNTY ATTORNEY. In order to be reimbursed for airline tickets, the boarding pass shall be attached to the invoice.

Approved travel time during normal business hours, defined weekdays from 8:30 a.m. to 6:00 p.m., will be billed at the hourly rate listed for the time keeper in paragraph 6.3 of this Agreement. Approved travel time outside of normal business hours will be billed at one-half the hourly rate listed for the time keeper in paragraph 6.3 of this Agreement.

7.3.2. Non-reimbursable expenses

The following expenses will in no event be reimbursable without written approval by County Attorney and approval by the Board of County Commissioners:

7.3.2.1. Personal and Office Costs

Meals for time keepers not related to travel, overtime, word processing or computer charges, personal expenses, expenses that benefited other clients, expenses for books, costs of temporary employees, periodicals or other library materials, internal filing or other document handling charges, clerical expenses, stationery and other supply expenses, utilities, and any other expense that is either unreasonable or unnecessary. (The fact that ATTORNEY charges other clients or that other firms charge their clients for an expense does not make it reasonable or necessary under this Agreement.)

7.3.2.2. Experts, consultants, support services, outsourced services, etc.

ATTORNEY is not authorized to retain experts, additional counsel, consultants, support services, or the like, outside ATTORNEY'S law firm, without approval by County Attorney. If agreed to ATTORNEY will be responsible for selecting and managing the services of others so that their services and expenses will be rendered in accordance with the terms of this Agreement, including terms applicable to ATTORNEY. ATTORNEY will manage others to obtain cost-effective services for COUNTY. **Unless otherwise agreed in writing, ATTORNEY shall obtain a written retainer agreement, in a form which may be specified by COUNTY, from each service provider, with bills from each provider being sent to both ATTORNEY and COUNTY.**

7.3.2.3 Temporary Staffing

ATTORNEY will not bill COUNTY for the time and expenses of temporary employees, including so-called "Temps" or contract ATTORNEYS or other staff from outside companies, nor "outsource" or delegate work, nor charge for summer associates, law clerks, or student clerks, (collectively "temporary staff" even if not temporarily employed) without full advance disclosure of the employee's temporary or short-term status to COUNTY, including disclosure of the actual amount paid or to be paid to the individual. Unless COUNTY expressly agrees in writing to paying

additional amounts after full disclosure by ATTORNEY, ATTORNEY may not charge COUNTY more than the actual cost paid by ATTORNEY.

7.3.2.4. Expenses not passed through at actual cost

COUNTY will not pay any markup for expenses. COUNTY will only reimburse the ATTORNEY for their actual approved out-of-pocket costs and expenses, whether incurred personally by an approved time keeper or incurred by other approved personnel (such as experts, consultants, support services personnel, or outsourced services personnel).

7.3.2.5. Overhead not charged to County

COUNTY will not pay for any "expense" items that are in fact part of ATTORNEY'S overhead, which should be included within ATTORNEY'S fee, the determination of which expenses fall into this category are strictly within the discretion of the COUNTY.

7.3.3. Advance approval of expenses

ATTORNEY shall obtain approval from COUNTY ATTORNEY before incurring any expense in excess of $1,000.00 if ATTORNEY expects to be reimbursed for that expense. COUNTY, in its discretion, may refuse to pay any expense for which approval was not obtained by ATTORNEY.

7.3.4. Copies of receipts for expenses

ATTORNEY shall include copies of receipts for all expenses with the itemized monthly bill. COUNTY may refuse to pay any expense item for which documentation is not provided by ATTORNEY.

7.3.5. Expenses (and fees) after termination

Upon termination of the representation, ATTORNEY shall promptly bill COUNTY for any remaining reimbursable expenses and fees. COUNTY may refuse to pay any fees or expenses not billed within 45 days of termination of the representation. ATTORNEY is also expected to cooperate promptly with all aspects of termination and, if applicable, transition to other counsel. Payment for fees and expenses is contingent upon prompt, full cooperation.

7.4. Bill and expense documentation

ATTORNEY must maintain supporting documentation for invoices until at least one year after the termination of the representation. This documentation shall be made available by ATTORNEY to COUNTY (or COUNTY'S designated representative, including an accountant, the County Clerk or County Clerk's representative, or legal bill auditor) upon COUNTY'S written request. ATTORNEY agrees to cooperate with any examination of this documentation and ATTORNEY'S fees and expenses, e.g., by responding promptly and completely to any questions COUNTY or its designated representative may have. ATTORNEY shall notify COUNTY in writing at least 60 days in advance of destroying any such records and, in the event that COUNTY requests that they be preserved, shall preserve them at least one additional year or, at the option of the COUNTY, delivered to the COUNTY for storage by the COUNTY, with COUNTY responsible for paying the actual cost of storage. This documentation shall include, for example,

original time records, expense receipts, and documentation supporting the amount charged by ATTORNEY for expense items generated by ATTORNEY or his or her firm. COUNTY reserves the right not to pay any fee or expense item for which sufficient documentation or expense item for which sufficient documentation is not available to determine whether the item was necessary and reasonable.

7.5 Entertainment

ATTORNEY shall not be reimbursed for costs of entertainment, such as in room movies and alcoholic beverages. Furthermore, only meals for ATTORNEY and/or approved time keeper shall be reimbursed in accordance with the provisions in this Agreement.

8. PAYMENT TERMS

ATTORNEY'S request for payments and reimbursements may be made in either the ATTORNEY'S name or the name of the ATTORNEY'S law firm, as appropriate. ATTORNEY bills complying with this Agreement are due and payable according to the Local Government Prompt Payment Act. If the bill materially fails to comply with the requirements of this Agreement, then it is not due and payable until ATTORNEY remedies its deficiencies.

9. MATTER MANAGEMENT

COUNTY will expect that all communications between ATTORNEY, and additional time keepers, and COUNTY will be reviewed by ATTORNEY and that ATTORNEY will serve as the point of contact for this matter, including billing questions. The COUNTY contact for this Agreement shall be:

Pedro J. Mercado, Esq.
Monroe County Attorney's Office
1111 12th Street, Suite 408
Key West, Florida 33040
(305) 292-3470 (office)
(305) 292-3516 (facsimile)
Mercado-Pedro@monroecounty-fl.gov

9.1. Case monitoring

COUNTY will be advised promptly by ATTORNEY of all significant facts and developments in the matter so that COUNTY may manage the matter effectively and make informed decisions about strategy, tactics, settlement, scheduling, costs, and other related matters. COUNTY will promptly receive from ATTORNEY copies of all orders, opinions, pleadings, briefs, memoranda (internal and external), correspondence, and any other document material to the subject matter of this Agreement, such that the COUNTY will have a current, up-to-date, "mirror" copy of the COUNTY'S file maintained by ATTORNEY. For discovery materials or exhibits that are lengthy, ATTORNEY should discuss them with COUNTY before providing a copy. Documents available in digital electronic/computerized form should be provided in that form in lieu of paper copies, if requested by County. Additionally, ATTORNEY may be required to submit, on a monthly basis, a case status and progress report to be submitted to the Board of

COUNTY Commissioners. The format of the report shall be in the form required by the COUNTY ATTORNEY.

9.2. Case control

ATTORNEY shall discuss all significant issues of strategy and tactics, including motions, discovery, pleadings, briefs, trial preparation, experts, and settlement, with COUNTY before implementation. ATTORNEY is expected to exercise independent professional judgment.

9.3. ATTORNEY cooperation

ATTORNEY will cooperate with COUNTY or COUNTY'S representatives to promptly provide all information COUNTY requests or needs about the subject matter of this Agreement and ATTORNEY'S bills and handling of the matter.

9.4. COUNTY cooperation

ATTORNEY shall be lead counsel on the matter; however, ATTORNEY agrees that the lawyers employed by the Monroe County Attorney's Office may enter an appearance as co-counsel in the matter. ATTORNEY should consult with COUNTY about all opportunities for COUNTY to save money or make use of COUNTY'S expertise to assist in, e.g., responding to discovery, preparing for trial, locating experts, and the like. COUNTY may also have personnel and facilities available to reduce the expenses related to the subject matter of this Agreement.

10. CONFIDENTIALITY AND PUBLIC RELATIONS

ATTORNEY is not authorized to waive or release any privilege or other protection of information – confidential, secret, or otherwise – obtained from or on behalf of COUNTY. ATTORNEY is to keep all confidential, privileged, or secret information confidential. This requirement is perpetual, i.e., it will continue even after the termination of the relationship and this Agreement.

10.1 Prohibition against use of information

This requirement is also intended to prohibit ATTORNEY from using information obtained from or on behalf of COUNTY, including work product prepared at COUNTY'S expense, for other clients of ATTORNEY or his or her firm, without COUNTY'S advance written approval.

10.2 No use of County for marketing purposes

ATTORNEY is not authorized to identify COUNTY as a COUNTY, e.g., for purposes of marketing or advertising, without COUNTY'S approval.

11. OWNERSHIP OF ATTORNEY FILES AND WORK PRODUCT

ATTORNEY understands that all files and work product prepared by ATTORNEY or his or her firm at the expense of COUNTY (or for which COUNTY is otherwise billed) is the property of COUNTY. Without COUNTY'S written approval, this work product may not be used by ATTORNEY or his or her firm nor disclosed by ATTORNEY or his or her firm to others, except in the normal course of ATTORNEY'S representation of COUNTY in this matter. ATTORNEY

agrees that COUNTY owns all rights, including copyrights, to materials prepared by COUNTY or by ATTORNEY on behalf of COUNTY. ATTORNEY shall notify COUNTY in writing at least 60 days in advance of destroying any such records and, in the event that COUNTY requests that they be preserved, shall preserve them at least one additional year (with COUNTY responsible for paying the actual cost of storage). ATTORNEY shall provide COUNTY with prompt access to (including the ability to make copies of) all ATTORNEY files and work product, regardless of whether the representation or matter is ongoing and whether ATTORNEY fees and expenses have been paid in full.

12. DISPUTE RESOLUTION

ATTORNEY and COUNTY agree that if a dispute arises between them that neither shall be required to enter into any arbitration proceedings related to this Agreement.

12.1. Disputes regarding Attorney fees or expenses and interpretation

COUNTY and ATTORNEY agree that all disputes and disagreements between them regarding interpretation of the Agreement shall be attempted to be resolved by a meet and confer session between representatives of COUNTY and ATTORNEY. If the issue or issues are still not resolved to the satisfaction of both within thirty (30) days after the meet and confer session, then either shall have the right to terminate the Agreement upon ten (10) business days' notice in writing to the other party.

12.2 Disputes regarding interpretation

COUNTY and ATTORNEY agree that all disputes and disagreements between them regarding interpretation of the Agreement shall be attempted to be resolved by a meet and confer session between representatives of COUNTY and ATTORNEY. If the issue or issues are still not resolved to the satisfaction of both within thirty (30) days after the meet and confer session, then either shall have the right to terminate the Agreement upon ten (10) business days' notice in writing to the other party.

12.3 Legal or Administrative procedures

In the event any administrative or legal proceeding is instituted against either the COUNTY or ATTORNEY relating to the formation, execution, performance, or breach of this Agreement, the COUNTY and ATTORNEY each agree to participate, to the extent required by the other, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement; institution of any administrative or legal proceeding shall constitute immediate termination of this Agreement. ATTORNEY agrees to forward copies of all documents in his or her possession related to the matter, which is the subject of this Agreement to COUNTY at the time of filing any administrative or legal proceeding.

12.4 ATTORNEY'S Fees and Costs

In the event any administrative proceeding or cause of action is initiated or defended by the COUNTY or ATTORNEY relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, and court costs, as an

award against the non-prevailing party, and shall include reasonable attorney's fees, and court costs in appellate proceedings.

Mediation proceedings initiated and conducted pursuant to this Agreement or as may be required by a court of competent jurisdiction shall be conducted in accordance the usual and customary procedures required by the circuit court.

13. NOTICE REQUIREMENT

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY

County Administrator	and	County Attorney
1100 Simonton Street		PO Box 1026
Key West, FL. 33040		Key West, FL 33040

FOR ATTORNEY

Mechanik Nuccio Hearne & Wester P.A.
Travis Moore Hearne, Shareholder
3225 S. MacDill Avenue #317
Tampa, Fl. 33629

14. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. Venue for any legal action which may arise out of or under this agreement shall be in Monroe County, Florida.

15. ENTIRE AGREEMENT

The entire agreement between the COUNTY and ATTORNEY with respect to the subject matter hereof is contained in this Agreement. This Agreement supersedes all oral and written proposals and communications between the COUNTY and ATTORNEY related to this Agreement. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by the party against whom the waiver, amendment or modification is claimed. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns.

16. FLORIDA GOVERNMENT-IN-THE-SUNSHINE LAW

ATTORNEY agrees that, unless specifically exempted or excepted by Florida law, the provisions of Section 286.011, Florida Statutes, generally require full and public discussion of matters to be voted upon by the Board of County Commissioners. ATTORNEY agrees to consult with the COUNTY ATTORNEY'S office concerning the application of the Sunshine Law from time to time concerning specific circumstances that may arise during the term of this Agreement.

17. FLORIDA PUBLIC RECORDS LAW

ATTORNEY agrees that, unless specifically exempted or excepted by Florida, the provisions of Chapter 119, Florida Statutes, generally require public access to all records and documents which may be made or received under this Agreement. ATTORNEY agrees to consult with the County Attorney's office concerning the application of the Public Records Law from time to time concerning specific circumstances that may arise during the term of this Agreement.

Public Records Compliance. ATTORNEY must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of article I of the Constitution of Florida. The COUNTY and ATTORNEY shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other "public record" materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and ATTORNEY in conjunction with this contract and related to contract performance. The County shall have the right to unilaterally cancel this contract upon violation of this provision by the ATTORNEY. Failure of the ATTORNEY to abide by the terms of this provision shall be deemed a material breach of this contract and the COUNTY may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

The ATTORNEY is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to F.S. 119.0701 and the terms and conditions of this contract, the ATTORNEY is required to:

(1) Keep and maintain public records that would be required by the County to perform the service.

(2) Upon receipt from the County's custodian of records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the ATTORNEY does not transfer the records to the County.

(4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the ATTORNEY or keep and maintain public records that would be required by the County to perform the service. If the ATTORNEY transfers all public records to the County upon completion of the contract, the ATTORNEY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the ATTORNEY keeps and maintains public records upon completion of the contract, the

ATTORNEY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of records, in a format that is compatible with the information technology systems of the County.

(5) A request to inspect or copy public records relating to a County contract must be made directly to the County, but if the County does not possess the requested records, the County shall immediately notify the ATTORNEY of the request, and the ATTORNEY must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

If the ATTORNEY does not comply with the COUNTY's request for records, the COUNTY shall enforce the public records contract provisions in accordance with the contract, notwithstanding the COUNTY's option and right to unilaterally cancel this contract upon violation of this provision by the ATTORNEY. An ATTORNEY who fails to provide the public records to the County or pursuant to a valid public records request within a reasonable time may be subject to penalties under section119.10, Florida Statutes.

The ATTORNEY shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: MONROE COUNTY ATTORNEY'S OFFICE, 1111 12TH ST., SUITE 408, KEY WEST, FL 33040, publicrecords@monroecounty-fl.gov, (305) 292-3470.

18. NO ASSIGNMENTS

ATTORNEY shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners of Monroe County, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this Agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any additional obligation upon the Board.

19. TERMINATION

Either of the parties hereto may terminate this contract without cause by giving the other party fifteen (15) business days written notice of its intention to do so.

19.1 Documents forwarded to COUNTY

ATTORNEY agrees to forward to COUNTY along with Notice of Termination or upon receipt of Notice of Termination, depending upon which party terminates the Agreement, copies of all documents in his or her possession of any nature whatsoever related to the ATTORNEY'S representation of COUNTY or obtained due to ATTORNEY'S representation of COUNTY.

19.2 Restriction on Communications

ATTORNEY agrees not to communicate with the public, including the press, about COUNTY or about this matter.

20. SEVERABILITY

If a term, covenant, condition or provision of this Agreement shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provision of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and ATTORNEY agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

21. CAPTIONS

The captions set forth herein are for convenience of reference only and shall not define, modify, or limit any of the terms hereof.

22. LEGAL OBLIGATIONS AND RESPONSIBILITIES; NON-DELEGATION OF CONSTITUTIONAL OR STATUTORY DUTIES

This Agreement is not intended to relieve, nor shall it be construed as relieving, either the COUNTY or ATTORNEY from any obligation or responsibility imposed upon each by law except to the extent of actual and timely performance thereof by the other, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further this Agreement is not intended to authorize, nor shall it be construed as authorizing, the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida Constitution, state statutes, case law, and, specifically, the provisions of Chapter 125, Florida Statutes.

23. RECORDS

ATTORNEY shall keep such records as are necessary to document the performance of its services as set forth in the agreement and expenses as incurred, and give access to these records at the request of the COUNTY, the State of Florida or authorized agents and representatives of said government bodies. It is the responsibility of ATTORNEY to maintain appropriate records to insure a proper accounting of all collections and remittances in this matter. ATTORNEY shall be responsible for repayment of any and all reasonable audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives.

24. MONROE COUNTY CODE ETHICS PROVISION

ATTORNEY warrants that he or she has not employed, retained or otherwise had act on his behalf any former COUNTY officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any COUNTY officer or employee in violation of Section 3 of Ordinance No. 10 1990.

For breach or violation of this provision the COUNTY may, at its discretion, terminate this Agreement without liability and may also, at its discretion, deduct from the sums owed under the Agreement, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present COUNTY officer or employee. COUNTY employees and officers are required to comply with the standards of conduct delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts, doing business with one's agency, unauthorized compensation, and misuse of public position, conflicting employment or contractual relationship, and disclosure of certain information.

25. PUBLIC ENTITY CRIME STATEMENT

Florida law provides that person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub contractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. ATTORNEY warrants the neither ATTORNEY nor any authorized time keeper has been named to the convicted vendor list.

27. ANTI-KICKBACK

ATTORNEY warrants that no person has been employed or retained to solicit or secure this Agreement upon any contract or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the COUNTY has any interest, financially or otherwise, in this Agreement, except as expressly stated herein. For breach or violation of this warranty, the COUNTY shall have the right to annul this agreement without liability or, in its discretion, to deduct any sums to be paid by COUNTY under this Agreement, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

28. MODIFICATIONS AND AMENDMENTS

Any and all modifications and Amendments of the terms of this Agreement shall be in writing and executed by the Board of County Commissioners for Monroe County and by ATTORNEY in the same manner as this Agreement.

29. INDEPENDENT CONTRACTOR

At all times and for all purposes hereunder, ATTORNEY is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this Agreement shall be construed so as to find ATTORNEY or any of the authorized time keepers, to be the employees of the Board of County Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges or benefits of employees of Monroe County.

30. COMPLIANCE WITH LAW

In carrying out ATTORNEY'S obligations under this agreement, ATTORNEY shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of this Agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to ATTORNEY.

31. LICENSING

ATTORNEY warrants that ATTORNEY and additional time keepers do presently have, shall have prior to commencement of work under this Agreement, and at all times during said work, all required licenses and permits whether federal, state, County or City.

32. NON-DISCRIMINATION

ATTORNEY agrees that he or she will not discriminate against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. ATTORNEY agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC ss. 12101), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) All requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; and 12) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

33. NON-RELIANCE BY NON-PARTIES

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the COUNTY and ATTORNEY agree that neither the COUNTY nor ATTORNEY or any officer, agent, or employee of each shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated under this Agreement.

34. ATTESTATIONS

ATTORNEY agrees to execute such documents as the County may reasonably require, to include a Vendor Certification Regarding Scrutinized Businesses, an Affidavit Attesting to Noncoercive Conduct for Labor and Services, and a Foreign Entities Affidavit.

35. COUNTY AUTHORITY

This Agreement has been duly noticed at a legally held public meeting conducted in Monroe County, Florida. COUNTY'S performance and obligation to pay under this contract, is contingent upon annual appropriation by the Board of County Commissioners.

36. HOLD HARMLESS AND INSURANCE

ATTORNEY certifies that it maintains a minimum professional liability coverage for ATTORNEY and additional time keepers in the amount of $5 Million. ATTORNEY agrees to keep the same amount of coverage or more at all times and to provide proof of said coverage to COUNTY at COUNTY'S request at any time during the term of the Agreement.

37. NO PERSONAL LIABILITY

No covenant or obligation contained in this Agreement shall be deemed to be a covenant or obligation of any member, officer, agent or employee of the Board of County Commissioners of Monroe County in his or her individual capacity and no member, officer, agent or employee of the Board of County Commissioners of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

38. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and the COUNTY and ATTORNEY may execute this Agreement by signing any such counterpart.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first written above.

MONROE COUNTY
(SEAL)
Attest: KEVIN MADOK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY

By:_____
Deputy Clerk

By:_____
Mayor

DATE:_____

MECHANIK NUCCIO HEARNE & WESTER P.A.

By:_____
Travis Moore Hearne, Esq.
Shareholder and Authorized Representative

DATE:_____

Attachment A
Letter of Engagement

MECHANIK NUCCIO HEARNE & WESTER

A PROFESSIONAL ASSOCIATION

ATTORNEYS AND COUNSELORS AT LAW

W. GREGORY GOLSON
CANNON L. HEARNE
FRANK L. HEARNE
TRAVIS MOORE HEARNE
DAVID M. MECHANIK
VINCENT L. NUCCIO, JR.
WILLIAM R. PAUL
ALLISON DICUS THOMPSON

JOHN B. NEUKAMM, Of Counsel

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April 1, 2025

Kevin Wilson
Assistant County Administrator
Monroe County, Florida
1100 Simonton St.,
Key West, FL 33040
Wilson-Kevin@monroecounty-fl.gov
(305) 453-8797

Re: Monroe County, Florida / Legal Representation & Institutional Controls Regarding ERIC_7416 / Joe London Fire Training Academy

Dear Kevin,

We are pleased that you have agreed to retain Mechanik Nuccio Hearne & Wester, P.A. ***("Mechanik Nuccio")*** as counsel to represent Monroe County, Florida ("you" or the "Client") in the matters described under Nature of Engagement below.

Pursuant to this agreement, you are retaining Mechanik Nuccio for the limited task of preparing and implementing for the site named above institutional and/or engineering controls pursuant to rules and guidance promulgated by the Florida Department of Environmental Protection ("FDEP"). Pursuant to our discussions with Joe Marsh of Stantec ("**Stantec**"), our invoices for this matter will be sent to and may be paid directly by Stantec. We wish to emphasize that for purposes of this Agreement, Stantec is considered a non-client third party payor on behalf of the Client and that our execution of this Agreement establishes an attorney-client relationship between our law firm and the Client. This Agreement does not establish and attorney-client relationship between our law firm and Stantec. Your execution of this Agreement constitutes your informed consent pursuant to Rule 4.18(f) of the rules regulating the Florida Bar to Stantec's payment of our law firm's legal invoices. Notwithstanding anything to the contrary in this Agreement, our firm's total invoices shall not exceed $22,100.00 (the "**Approved Budget**"), which amount was set forth in the January 6, 2025 Cost Proposal, without prior written approval by the Client, which approval may be given by Stantec on the Client's behalf. The Approved Budget reflects a best estimate of the costs of the services required; however, given the unpredictability and influence of the positions and actions of third parties, including FDEP, we cannot guarantee that the institutional controls can be implemented and site closure achieved within the Approved Budget.

The Florida Bar encourages the use of written agreements to avoid possible misunderstandings concerning the nature of the engagement and the basis of payment for the legal services to be rendered. Accordingly, the proposed terms of our representation are outlined below for your review and approval.

This letter and the enclosed Mechanik Nuccio Standard Terms and Conditions Addendum ***(****the* ***"Addendum")*** describe the basis on which our law firm will provide legal services to the Client and bill for those services.

This letter and the Addendum will govern the work to be performed by us with respect to the above matter, as well as all other legal work *(and related costs)* accomplished by Mechanik Nuccio for the Client, unless a different fee and cost arrangement for such work is agreed upon in writing by the parties.

1. Nature of Engagement: You have engaged Mechanik Nuccio to assist the Client in connection with land use issues regarding redevelopment and permitting at the property located at 6204 Interbay Boulevard in Tampa. This letter is intended to apply to both the above initial tasks as well as **(a)** any resulting additional tasks we perform *(such as negotiation of various agreements and other transaction assistance)*, and **(b)** any other matters for which you request our assistance and we agree to undertake. In each assignment, we will strive to perform our services for you effectively and efficiently. Any advice that we may provide to you will be based upon our professional judgment.

2. Fees and Attorneys Providing Services: In charging for our services in the above- referenced matters, we will consider all of the factors outlined in the Rules of Professional Conduct which govern Florida lawyers, and we will identify and analyze all factors that we consider relevant and necessary to measure the fair and reasonable value of our services. These include the time and labor required, the novelty and difficulty of the legal issues, the skill required to properly perform the services, any time limitations imposed under the circumstances, the amount involved, and the results obtained. We record all time required to perform our services, and hourly rates are applied to the recorded time in our billing process.

Unless we agree otherwise, the Mechanik Nuccio fees will be calculated by multiplying the time spent in performing the work during the period covered by the invoice, by the established hourly rates of Mechanik Nuccio personnel who performed that work. Our current hourly rates for this matter for the attorneys who are expected to be doing most of the work on the initial assignment are as follows:

Travis Moore Hearne (Shareholder) - $325.00
Cannon L. Hearne (Associate) - $250.00
Susan M. Merritt (Paralegal) - $125.00

Our rates are subject to change annually.

We are happy to discuss with you any questions you may have concerning our fees or the basis of our charges. We expect our clients to be satisfied with both the services we perform and the reasonableness of our billings. Please let us know if for any reason you do not find our performance or our charges to be satisfactory.

3. Costs and Expenses: Any out-of-pocket expenses *(such as special telephone charges, extensive photocopying, special mailing or air courier charges, filing fees, etc.)* will be separately itemized on our statements. We also may forward certain cost bills to you for payment directly to the vendor.

4. Submission and Payment of Statements: Mechanik Nuccio generally submits statements for services rendered plus costs advanced on a monthly basis, with the statements to be paid in full within

thirty (30) days after receipt. We will e-mail our invoices to you unless you tell us that you prefer that we send them by U.S. mail service. Any statement not paid when due will bear interest at the rate of 1% percent per month for each month the statement remains unpaid. In the event that any statement is not paid in full within thirty (30) days after receipt, Mechanik Nuccio will have the option to withdraw from this representation.

5. **Retainer**: Given the nature of this engagement, we are waiving the requirement of any new or additional retainer in this matter. We reserve the right to request additional retainers from time to time in the future.

6. **Conflicts**: At this time, we are not aware of any conflict of interest involving our representation of each of you in the matters described above under Nature of Engagement. In the event that we discover a conflict of interest in the future, we intend to notify you immediately in order to determine whether we can proceed with our representation or whether it would have to be terminated.

This letter constitutes the ***"Accompanying Letter"*** described in the Addendum, and, together with the Addendum, constitutes the arrangement upon which we have agreed to undertake representation of the legal matters described in this letter. Please review all such terms and conditions. If the arrangement described in this letter and the Addendum meets with your approval, please sign below and also at the bottom of page 3 of the Addendum, and then return to me a fully signed copy of the complete letter *(including the Addendum)*. After you sign and return this letter *(including the signed Addendum)*, if you need our Form W-9, please send an email request for it to: mnhw@floridalandlaw.com.

Very truly yours,
Mechanik Nuccio Hearne & Wester, P.A.

By:_____
Travis Moore Hearne, Esq., Shareholder

Enclosure: Mechanik Nuccio Standard Terms and Conditions Addendum

APPROVED AND AGREED to as of the _____ day of _____ 2025 by the undersigned.

MONROE COUNTY, FLORIDA

_____
Signature

Print Name:_____

Title:_____

Mechanik Nuccio Standard Terms and Conditions Addendum

This Addendum sets forth the standard terms and conditions upon which Mechanik Nuccio Hearne & Wester, P.A. ***("Mechanik Nuccio")*** provides legal services to its clients and bills for those services. This Addendum accompanies a letter *(the* ***"Accompanying Letter")*** addressed to a party or parties *(collectively, with those identified therein as being represented by Mechanik Nuccio, referred to as the* ***"Client")*** who has or have agreed to become obligated to Mechanik Nuccio for the payment of all fees charged and costs incurred by Mechanik Nuccio *(collectively, the* ***"Financial Obligations")****.* This Addendum and the Accompanying Letter comprise the entire agreement between the Client and Mechanik Nuccio with regard to the Financial Obligations and may not be modified or amended by past or future oral statements or by course of conduct, but only pursuant to a writing signed by the Client and Mechanik Nuccio.

1. **Professional Undertaking:** An attorney of Mechanik Nuccio who has signed the Accompanying Letter *(the* ***"Attorney in Charge")*** will have primary responsibility for the representation of the Client, and may, in his or her discretion, utilize the services of other attorneys and legal assistants in Mechanik Nuccio to assist in performing the work. If at any time the Client has any questions concerning the utilization of other attorneys or legal assistants, or any other matters, the Client should contact the Attorney in Charge.

If the Client includes a legal entity, Mechanik Nuccio's representation of that entity does not by itself make any of that entity's constituent members *(e.g., partners, members, shareholders or beneficiaries)* clients of Mechanik Nuccio, nor does it signify that Mechanik Nuccio, either directly or indirectly, owes any professional duty to any of those constituent members, notwithstanding that any such constituent member may be referred to herein by the defined term "Client" for the specific purposes such term is used herein, including *(without limitation)* the individual responsibility for payment of the Client's Financial Obligations to Mechanik Nuccio as an Additional Responsible Party as described in Paragraph 6 below. Consequently, Mechanik Nuccio shall not be required to withdraw from representing a legal entity included as part of the Client in the event that such representation is, or might become, adverse to the individual interests of any of that entity's constituent members.

2. **Employment of Outside Professionals:** In the event Mechanik Nuccio deems it necessary to employ additional professionals with specialized skills *(e.g., investigators, surveyors, appraisers, environmental consultants, expert witnesses)*, then, after consultation with and consent from the Client, additional professionals may be employed by Mechanik Nuccio either in the name of the Client or, in the discretion of Mechanik Nuccio, in the name of Mechanik Nuccio. In either event, the Client will be responsible to pay the fees of such professionals upon being invoiced by Mechanik Nuccio or by such professionals for those fees. Reimbursement of Mechanik Nuccio by the Client for such invoices paid by Mechanik Nuccio will be subject to the provisions of Paragraph 5 of this Addendum.

3. **Billings:** The Firm's invoices are generally prepared and mailed during the month following the month in which services that it covers are rendered and the expenses and costs that it covers are reported in Mechanik Nuccio's books. Each invoice is payable in full upon receipt. Failure to question any invoice in writing within thirty (30) days after receiving it will be considered an approval and acceptance of that invoice. In the event Mechanik Nuccio receives a payment from the Client at a time when more than one invoice is outstanding on any one or more matters, Mechanik Nuccio will apply that payment to any such open invoice, unless the payment is accompanied by the remittance copy of the invoice being paid or some other written indication from the Client directing how the payment is to be applied. When in the course of or at the conclusion of the representation Mechanik Nuccio receives money on the Client's behalf, such as a money judgment or settlement or the closing of a transaction, Mechanik Nuccio will be entitled, at its option, to pay Mechanik Nuccio's outstanding invoices from such monies. Similarly, if attorneys' fees are awarded to the Client and are paid by the other party involved, the Client hereby assigns its right to receive those fees to Mechanik Nuccio as payment towards the Financial Obligations owed to Mechanik Nuccio.

4. **Late Payments, Costs of Collection, and Partial Invalidity:** Because Mechanik Nuccio has ongoing overhead expenses and cost of funds, a monthly late charge is added for late payments of fees and costs. On the first day of each month the balance of any invoice then unpaid for more than one (1) month will be subject to a late charge of one percent (1%) per month, whether or not that charge appears on Mechanik Nuccio's invoices to the Client. That rate may be adjusted from time to time. In the event that it is necessary to institute legal proceedings to collect Mechanik Nuccio's fees and costs, Mechanik Nuccio will also be entitled to recover reasonable attorneys' fees, paralegal fees, and charges and other costs of collection, even if such services and costs are provided by Mechanik Nuccio. Any provision of this Addendum which is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforcement of this Addendum shall be of no effect, but all the remaining provisions of this Addendum shall remain in full force and effect.

5. **Security for Financial Obligations:** Florida law provides Mechanik Nuccio with the right to impose a lien upon and retain, as security for payment of the Financial Obligations, all documents, money and other intangibles and materials coming into Mechanik Nuccio's possession *(except to the extent that such a lien on funds deposited with Mechanik Nuccio in trust for a specific purpose is prohibited)*. Additionally, Mechanik Nuccio can acquire a lien, to the extent permitted by law, on all judgments, awards, damages or other assets or the proceeds thereof and all other monies, property (real, personal, tangible or intangible) or recoveries which are acquired, retained, recoverable or distributable to the Client as a result of any settlement, compromise, or court award then or thereafter obtained or achieved on its behalf in the matter, whether by the Client, by us, or by any other attorneys who may succeed us in the matter. These retaining and charging liens may be asserted by Mechanik Nuccio in such circumstances as Mechanik Nuccio believes to be necessary or appropriate.

6. **Responsibility for Payment:** The Client will be responsible to Mechanik Nuccio for all Financial Obligations arising out of the services rendered by Mechanik Nuccio to the Client. However, when Mechanik Nuccio is engaged to represent entities *(whether currently existing or newly created)* that are closely held, whose principal assets are leveraged, to be leveraged, are not readily marketable, or the continued existence or value of which depends on the services that Mechanik Nuccio is being engaged to provide, Mechanik Nuccio may seek to avoid any potential credit or payment difficulties by requiring individuals that are involved in the ownership of such entities to assume responsibility, on a joint and several basis, for the Financial Obligations owed by the Client to Mechanik Nuccio ***(****the* ***"Additional Responsible Parties")***. The Client *(and the Additional Responsible Parties, if any)* shall be jointly and severally liable for the Financial Obligations of the Client and for all services rendered to any entity affiliated with the Client for which Mechanik Nuccio is asked to provide services. If Mechanik Nuccio is required to testify, produce documents or respond to other requests in connection with proceedings commenced by third parties that relate to Mechanik Nuccio's representation of the Client, the Client *(and the Additional Responsible Parties, if any)* shall be liable for the reasonable fees and costs incurred by Mechanik Nuccio.

7. **Credit Checks:** The Firm may, at its sole option, conduct a credit investigation, including but not limited to requesting a consumer report or an investigative consumer report *(a* ***"Credit Check"****)*, on the Client and any of the Additional Responsible Parties. By execution and delivery of the Accompanying Letter, the Client and the Additional Responsible Parties, if any, hereby individually and collectively authorize Mechanik Nuccio to undertake such Credit Checks.

8. **Client Expectations:** Unless Mechanik Nuccio has agreed otherwise in a writing signed by the Attorney in Charge, the Client's responsibility for payment of its Financial Obligations will not be contingent or in any way dependent upon the outcome of the representation or the results obtained. Since the fees and costs relating to this matter are not predictable, any estimate of fees and costs that may have been discussed represents only an estimate. Unless otherwise agreed by Mechanik Nuccio in writing, Mechanik Nuccio makes no commitment to the Client concerning the maximum fees and costs that will be necessary to resolve or complete this matter. Although the merits of the Client's position may be emphasized and optimism concerning the likelihood of success may be expressed, the Client understands that legal matters frequently take courses that cannot be anticipated and can have outcomes that cannot be predicted. Accordingly, the Client acknowledges that no guarantees have been given by Mechanik Nuccio and that no statements made by any person on behalf of Mechanik Nuccio may be relied upon by the Client concerning the outcome of any matter.

9. **Title Insurance:** If the transaction for which the Client has retained Mechanik Nuccio requires the issuance of a title insurance policy, Mechanik Nuccio may issue the policy and commitment therefor as agent of the title insurance company. If the cost thereof is to be paid by the Client, the title insurance premiums charged by Mechanik Nuccio for the issuance of any such commitment or policy will be based upon the minimum premium rate promulgated by the State of Florida Insurance Commissioner. The Firm is an agent for many title insurance companies and may act as agent for the title company issuing title insurance in the Client's transaction. As is standard with all title insurers in Florida, Mechanik Nuccio will receive a percentage of the premium, as agent for the title insurance company. Sums received by Mechanik Nuccio for acting as agent for a title insurer are in addition to, and not in lieu of, Mechanik Nuccio's standard fees as described in this Addendum.

10. **Choice of Law, Venue and Forum Selection:** This Addendum and the Accompanying Letter will be governed and construed under Florida law. The Firm, the Client, and the Additional Responsible Parties, if any, do hereby agree and consent that the state and federal courts situated in Hillsborough County, Florida, will have exclusive jurisdiction to adjudicate any claim, dispute or controversy of any nature arising out of or relating to this Addendum, the Accompanying Letter or the legal services provided pursuant thereto.

11. **Termination:** Every Client has the right to terminate Mechanik Nuccio's representation at any time and for any reason. Mechanik Nuccio has the same right, and under certain circumstances it may be required to terminate its representation of the Client, upon reasonable notice to the Client. Among the reasons for which Mechanik Nuccio may terminate are: **(i)** nonpayment or repeated late payment of the Client's Financial Obligations to Mechanik Nuccio after the

Client has been notified that Mechanik Nuccio intends to withdraw unless such Financial Obligations are paid timely, **(ii)** the Client's breach or failure to comply with the terms of Mechanik Nuccio's engagement, including the provisions of the Accompanying Letter or this Addendum, **(iii)** the Client's failure or refusal to be forthright, cooperative and supportive of Mechanik Nuccio's efforts, **(iv)** the Client's misrepresentation of, or failure or refusal to disclose facts to Mechanik Nuccio which Mechanik Nuccio deems necessary for, or relevant to, the engagement, **(v)** the Client's refusal to accept or implement Mechanik Nuccio's advice, **(vi)** the Client's persistence in pursuing, or having Mechanik Nuccio pursue, an objective which Mechanik Nuccio considers to be criminal, fraudulent, actionable, repugnant or imprudent, **(vii)** discovery of a conflict with another client of Mechanik Nuccio, and **(viii)** any other reason permitted or required under the Rules of Professional Conduct that govern the legal profession in Florida. Upon termination of the engagement, either by Mechanik Nuccio or by the Client, the Client must sign all papers and documents which Mechanik Nuccio believes necessary to accomplish its withdrawal from the representation. Regardless of when or by whom the representation is terminated, and until such time as all outstanding Financial Obligations which are owed to the firm *(whether billed or unbilled)* have been paid in full:

(a) Mechanik Nuccio reserves the right, to the extent permitted by law, to retain all of our files concerning the Client and to hold all documents, monies, or other property of the Client then in our possession; and

(b) Mechanik Nuccio will have a lien, to the extent permitted by law, on all judgments, awards, damages or other assets or the proceeds thereof and all other monies which are recoverable or distributable to the Client as a result of any settlement, compromise, or court award then or thereafter obtained or achieved on its behalf in the matter whether by Client, by Mechanik Nuccio, or by any other attorneys who may succeed us in the matter.

12. **Federal Tax Advice:** The United States Treasury Department has issued certain Regulations *(the **"Treasury Regulations"**)* governing our ability to render written advice on federal tax issues, which includes the federal tax treatment of an item of income, gain, loss, deduction or credit, the existence or absence of a taxable transfer of property, or the value of property for federal tax purposes. During the course of our representation of you, Mechanik Nuccio may provide you, from time to time, with written advice regarding federal tax issues. This written advice may include letters, e-mails, or memoranda. Please note that as a result of the Treasury Regulations, any written advice provided to you may not be used or relied upon by you for the purpose of **(i)** avoiding tax-related penalties that may be imposed by the Internal Revenue Service, or **(ii)** promoting, marketing, or recommending to another party any tax-related matters addressed herein, unless the author of such advice should specifically provide in writing that it is intended to be a "reliance opinion" or a "covered opinion" as such terms are defined under applicable Treasury Regulations.

13. **Document and Record Status and Retention:** Some documents and records relating to our representation of you belong to us *(such as our administrative records, time and expense reports, billing and accounting records, personnel materials, document drafts, notes, internal memoranda, and our other internal records)*. Materials that belong to you ***("Client Materials")*** include only **(a)** materials that you supply to us, and **(b)** the final version of documents you retain us to create *(including executed and intended final forms of contracts, pleadings, trusts, offering documents, applications, questionnaires, analyses, and documents of that nature)*. You are entitled to receive any Client Materials in our possession upon your written request to us, subject only to your prior satisfaction in full of your Financial Obligations to us. However, you agree by your execution of this Addendum and the Accompanying Letter that Mechanik Nuccio may elect to destroy the Client Materials after six (6) years from the date on which time was last billed to the applicable matter. If we subsequently agree to transfer, destroy, or return any materials or records in a manner that is not in accordance with this Addendum and the Accompanying Letter ***(an "Exceptional Request")***, you further agree to pay **(i)** our time charges involved at a rate of $200 per hour for the time each person involved in satisfying such Exceptional Request spends in doing so, plus **(ii)** any verified other related expense we incur in doing so.

[SIGNATURE BLOCK APPEARS BELOW]

This Addendum is approved and agreed to as of the _____ day of _____, 2025 by the undersigned.

MONROE COUNTY, FLORIDA

Signature

Print Name:_____

Title:_____

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: Q1
2023-3850

BULK ITEM: No

DEPARTMENT: Planning & Environmental Resources

TIME APPROXIMATE:

STAFF CONTACT: Barbara Powell

AGENDA ITEM WORDING:

A Public Hearing to Consider Adoption of an Ordinance Amending the Monroe County Future Land Use Map ("FLUM"), as Proposed by Maciej Jarzebowski, from Residential Medium ("RM") to Commercial ("COMM") for Property Located at 24150 Overseas Highway, Summerland Key, More Particularly Described as a Portion of Lot 1, Dobies Subdivision, According to the Plat Thereof, Recorded at Plat Book 2, Page 95, Official Records of Monroe County, and a Portion Of Lot 21, Block 2, Summerland Cove, Addition 2, According to the Plat Thereof, Recorded at Plat Book 4, Page 100, Official Records of Monroe County, Currently Having Property Identification Number 00190940-000200.

ITEM BACKGROUND:

On May 29, 2024, the Monroe County Planning and Environmental Resources Department received an amended application from Spottswood, Spottswood, Spottswood, and Sterling PLCC, on behalf of Maciej Jarzebowski (the "Applicant"), requesting to amend the Monroe County Future Land Use Map ("FLUM") from Residential Medium ("RM") to Commercial ("COMM") for property located at 24150 Overseas Highway, Summerland Key, ("Subject Property" or the "Property") currently having Monroe County Property Appraiser's Office Property Identification Number ("Parcel ID No.") 00190940-000200.

See professional staff report for complete analysis.

PREVIOUS RELEVANT BOCC ACTION:

On May 17, 2023, the Monroe County Board of County Commissioners ("BOCC") approved Ordinance No. 010-2023 which amended the Tier Map Overlay designation for the subject property identified as currently bearing Parcel ID No. 00190940-000200 to be amended from Tier III-A ("SPA") to Tier III.

On January 15, 2025, the BOCC adopted Resolution 054-2025 transmitting the proposed amendment to

the State Land Planning Agency (FloridaCommerce) for review and comment.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
NA

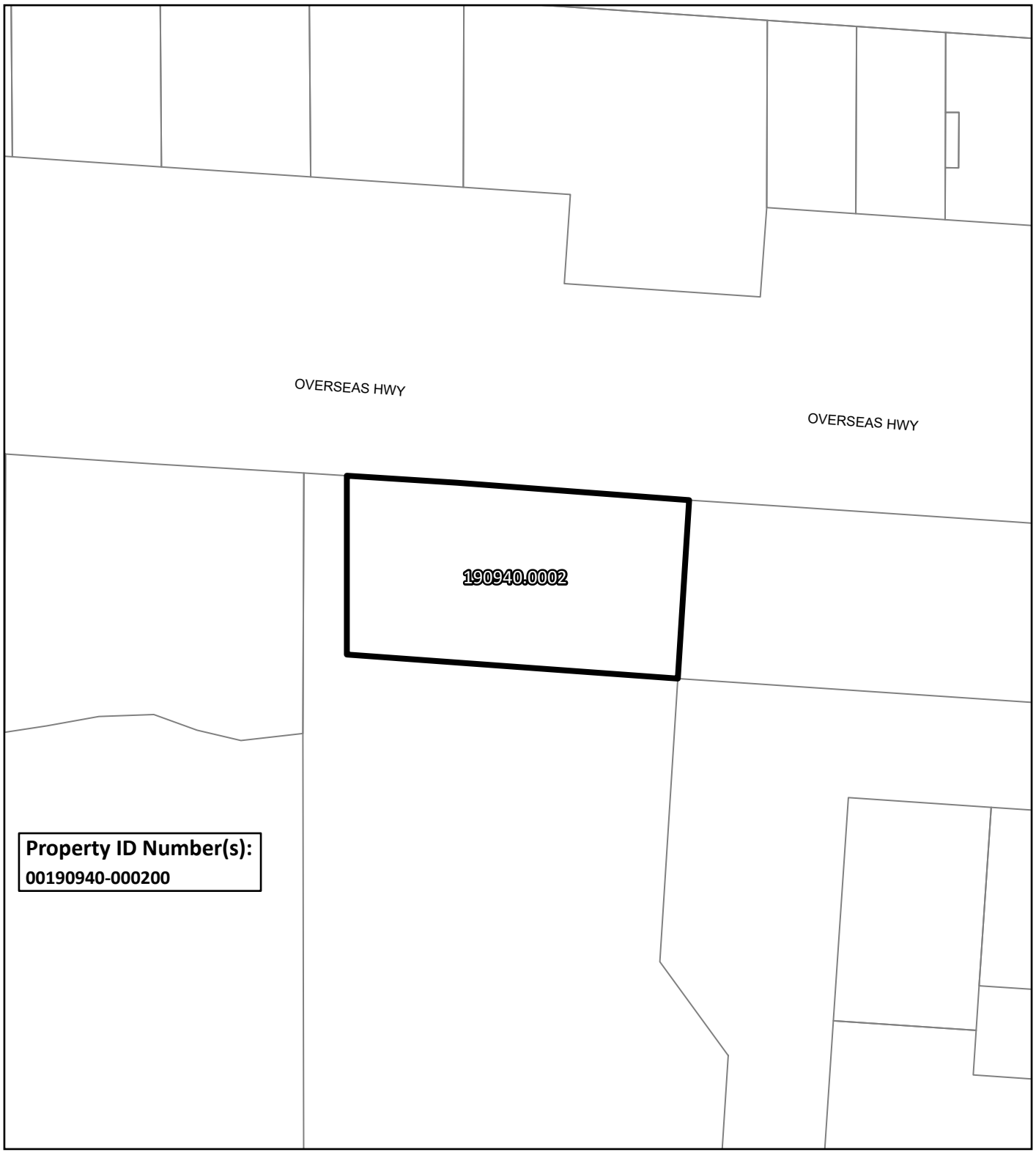
STAFF RECOMMENDATION: The Monroe County Planning & Environmental Resources Department professional staff recommend approval of the subject ordinance seeking to amend the Future Land Use Map ("FLUM").

DOCUMENTATION:

Exhibit 1 to Ordinance_Map.pdf
11 X 17 Map Series FLUM Amendment.pdf
MONROE COUNTY 25-01ACSC (ORC).pdf
Staff Report.pdf
Ordinance.pdf

FINANCIAL IMPACT:
NA

Exhibit 1 to Ordinance # _____ - 2025



The Monroe County Future Land Use District is amended as indicated above.

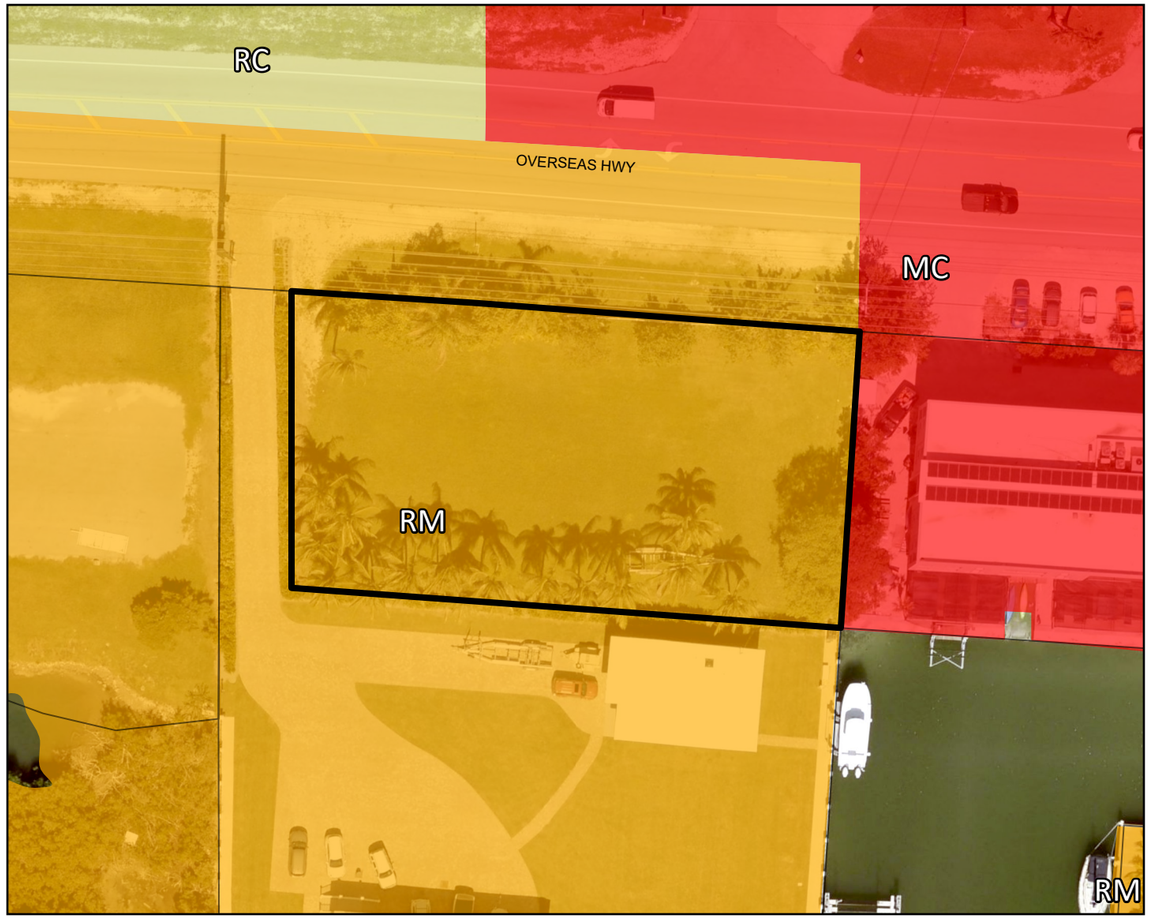
Future Land Use change of one parcel of land in Summerland Key from Residential Medium (RM) to Commercial (COMM).

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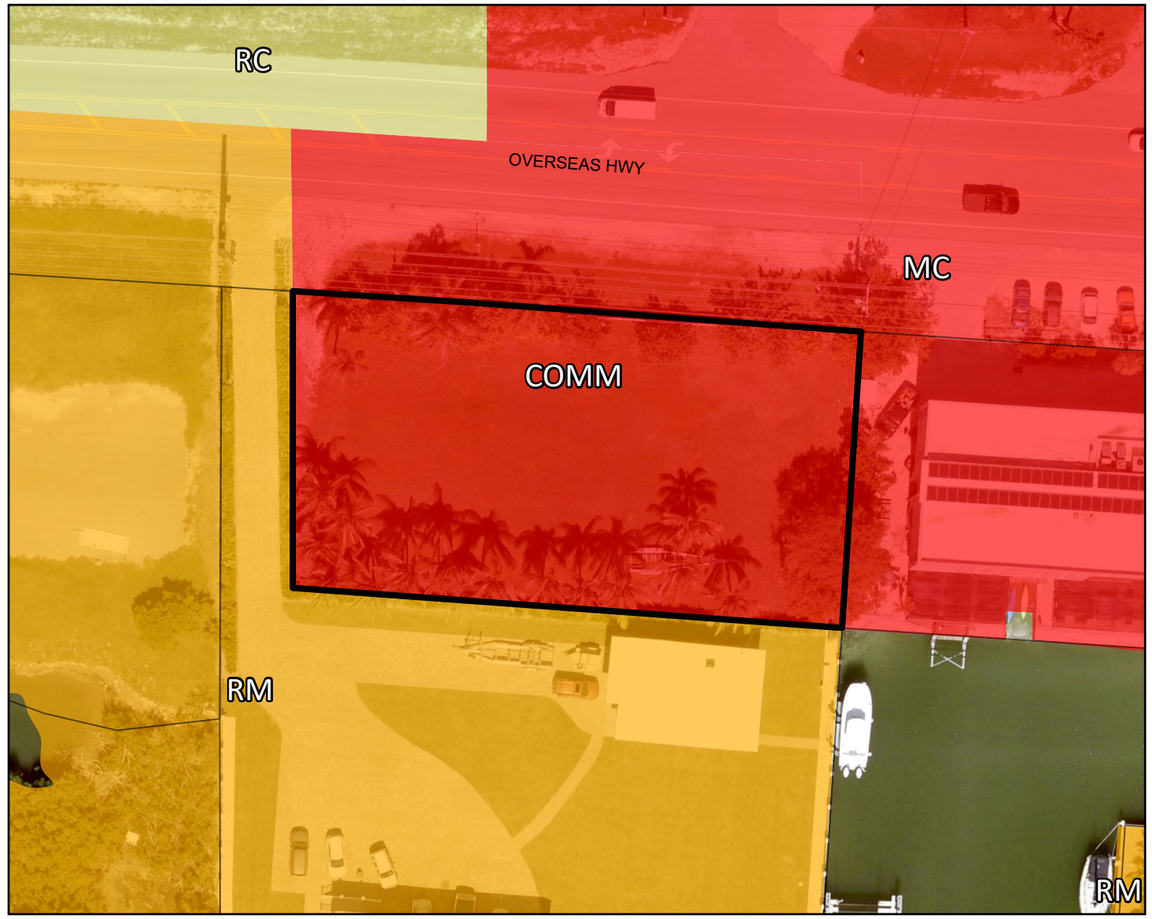
Date: 6/13/2024

Monroe County Future Land Use Amendment

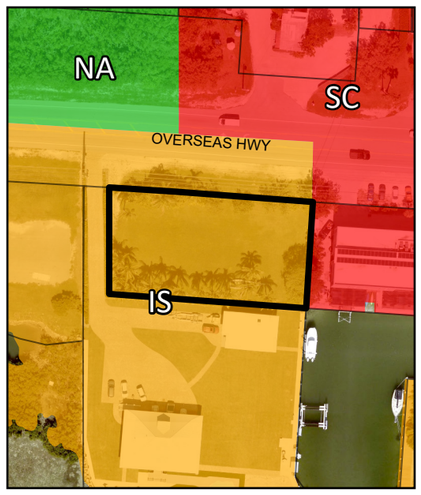


0 20 40 80 Feet

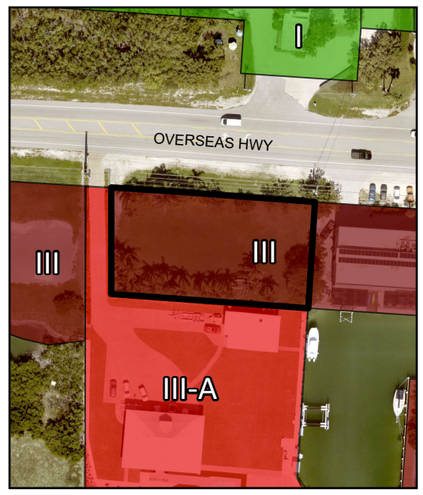
Existing Conditions



Proposed Conditions



Land Use District



Tier Overlay District

Planning & Environmental Resources

The Monroe County Future Land Use District is proposed to be amended as indicated above and briefly described as:

Key: Summerland Key Mile Marker: 24

Acreage: 0.43

Proposal: Future Land Use change of one parcel from Residential Medium (RM) to Commercial (COMM)

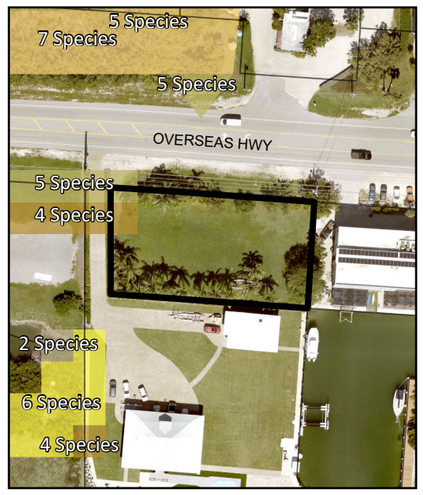
Property ID Number(s):
00190940-000200

Monroe County Future Land Use	
A - Agriculture	MC - Mixed Use/Commercial
AD - Airport District	MCF - Mixed Use/Commercial Fishing
C - Conservation	MN - Mainland Native
COMM - Commercial	PB - Public Buildings/Lands
E - Education	PF - Public Facilities
I - Industrial	R - Recreation
INC	RC - Residential Conservation
INS - Institutional	RH - Residential High
M - Military	RL - Residential Low
	RM - Residential Medium

This map is for use by the Monroe County Planning & Environmental Resources Department only. The data contained herein is not a legal representation of boundaries, parcels, roads, right-of-ways or other geographical data.



Land Cover Habitat



Number of Protected Spe

Data Source: Monroe County - Planning & Environmental Resources - GIS

Date: 6/13/2024

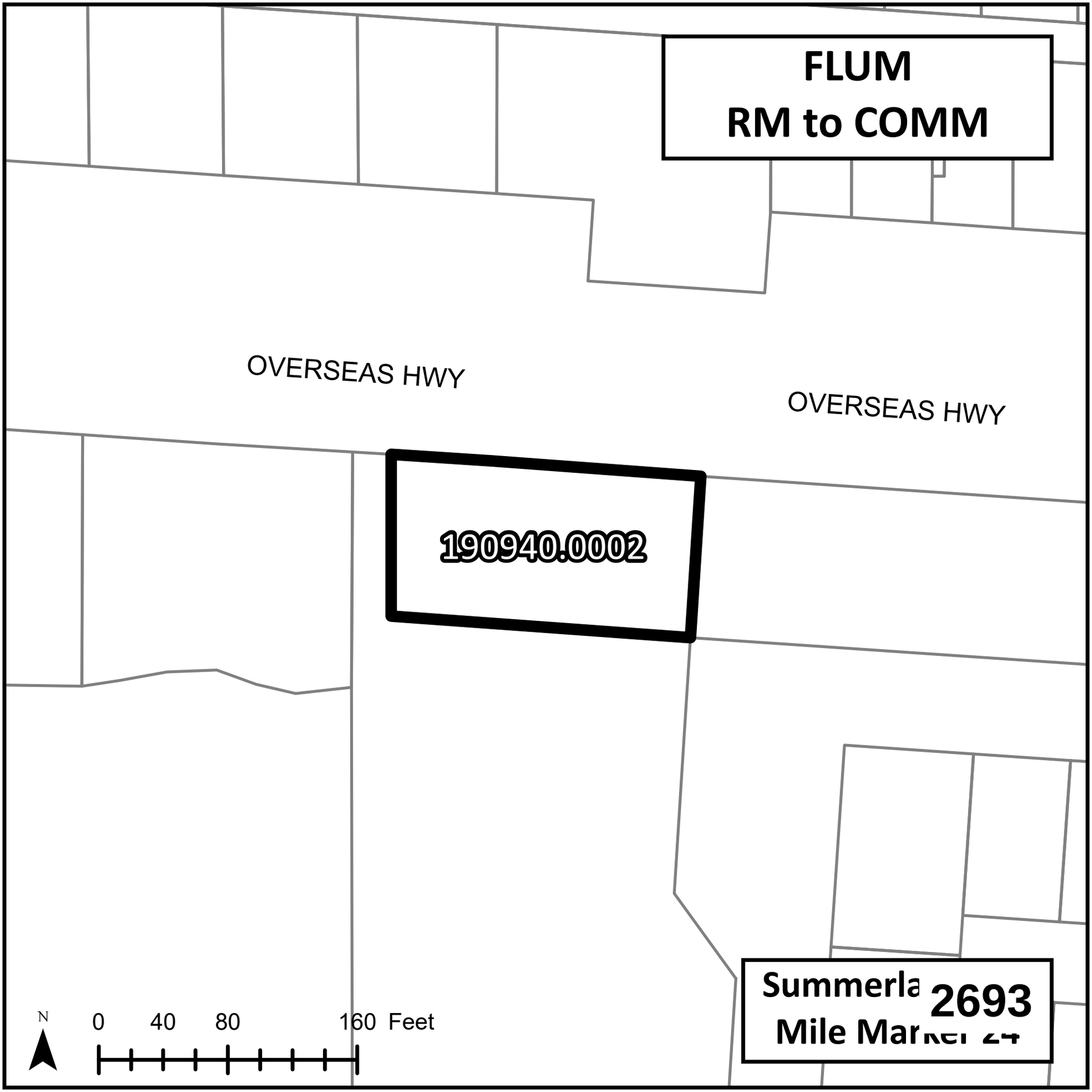
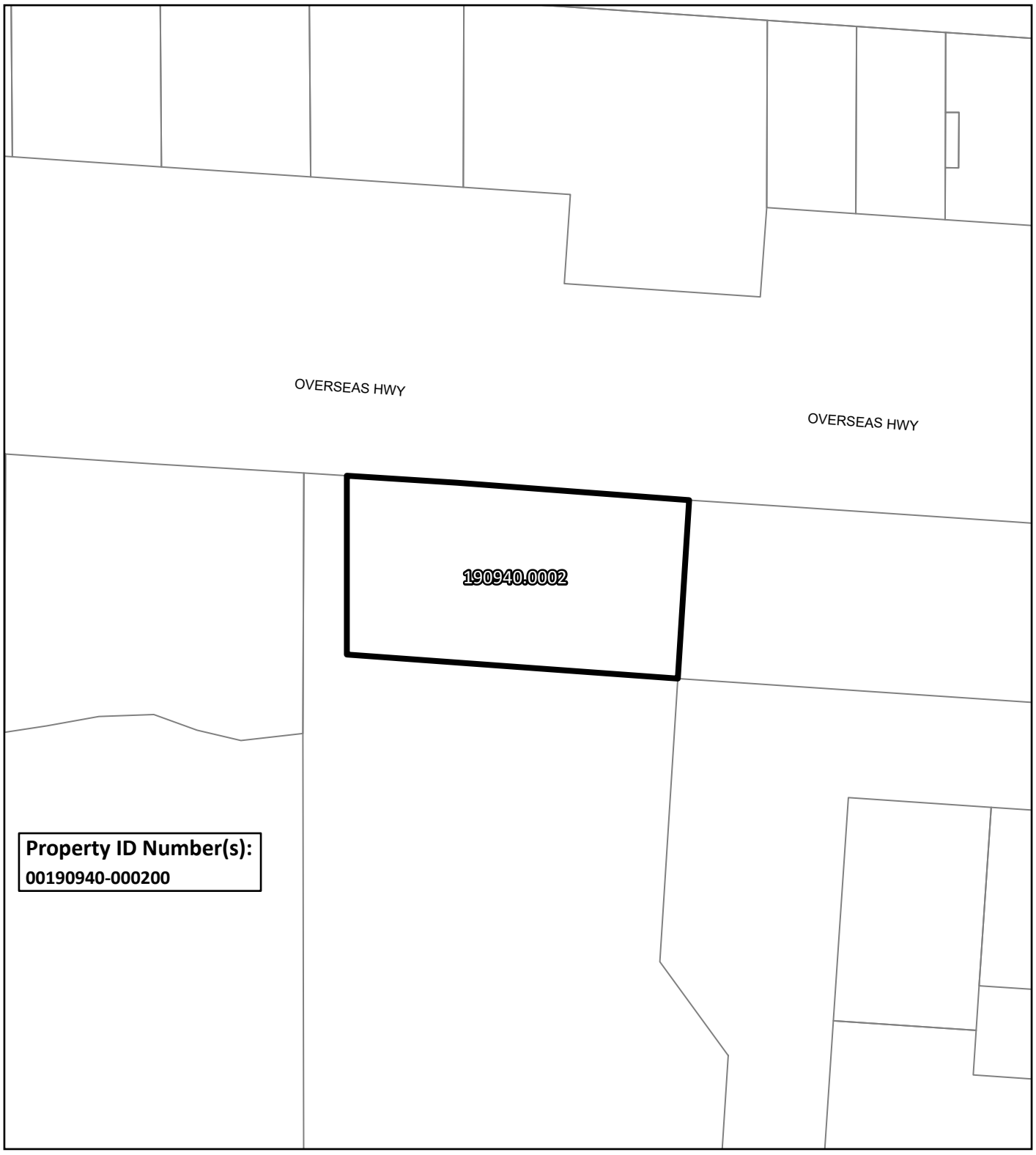

FLUM
RM to COMM
OVERSEAS HWY
OVERSEAS HWY
190940.0002
Summerla
Mile Mar
2693
N
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160 Feet

Exhibit 1 to Ordinance # _____ - 2025



The Monroe County Future Land Use District is amended as indicated above.

Future Land Use change of one parcel of land in Summerland Key from Residential Medium (RM) to Commercial (COMM).

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Date: 6/13/2024

March 24, 2025

The Honorable Jim Scholl
Mayor, Monroe County
1100 Simonton Street,
Key West, Florida 33040

Dear Mayor Scholl,

FloridaCommerce has completed its review of the proposed comprehensive plan amendment for Monroe County (Amendment No. 25-01ACSC), which was received on January 23, 2025. FloridaCommerce has reviewed the proposed amendment in accordance with the state coordinated review process set forth in sections 163.3184(2) and (4), Florida Statutes (F.S.), for compliance with Chapter 163, Part II, F.S.

The attached Objections, Recommendations, and Comments Report outlines FloridaCommerce's findings concerning the amendment. FloridaCommerce does not identify any objections to the proposed amendment. However, FloridaCommerce is providing a comment. The comment is offered to assist the local government but will not form the basis for a determination of whether the amendment, if adopted, is "In Compliance" as defined in section 163.3184(1)(b), F.S. Copies of comments received by FloridaCommerce from reviewing agencies, if any, are also enclosed.

The County should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, the procedures for adoption and transmittal of the comprehensive plan amendment are enclosed.

The second public hearing, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of FloridaCommerce's attached report, or the amendment will be deemed withdrawn unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to section 163.3184(4)(e)1., F.S. **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the final adoption hearing or the amendment shall be deemed withdrawn pursuant to section 163.3184(4)(e)2., F.S.**

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

FloridaCommerce staff is available to assist the County to address the comment. If you have any questions related to this review, please contact Ana Morales, Planning Analyst, by telephone at (850)-717-8538 or by email via Ana.Morales@Commerce.fl.gov.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/am

Enclosures: Objections, Recommendations, and Comments Report
Procedures for Adoption
Reviewing Agency Comments

cc: Cheryl Cioffari, AICP, Assistant Director of Planning, Monroe County
Isabel Cosio Carballo, MPA, Executive Director, South Florida Regional Planning Council

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Objections, Recommendations and Comments Report
Proposed Comprehensive Plan Amendment
Monroe County 25-01ACSC

FloridaCommerce has identified a comment regarding Monroe County's proposed comprehensive plan amendment. The comment is provided below, along with recommended actions the County could take to resolve issues of concern. Comments are offered to assist the local government and will not form the basis for a compliance determination.

FloridaCommerce staff has discussed the basis of the report with County staff and is available to assist the County to address the comment.

Comment 1: Intergovernmental Coordination

FloridaCommerce recommends that Monroe County coordinate with the South Florida Water Management District to address the comments from their February 17, 2025, correspondence regarding the Regional Water Supply Plan.

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via Florida Relay Service at 711.

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR STATE COORDINATED REVIEW

Section 163.3184(4), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (***https://fldeo.my.salesforce-sites.com/cp/***https://floridajobs.secure.force.com/cp/) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council, Water Management District, Department of Transportation, Department of Environmental Protection, Department of State, the appropriate county (municipal amendments only), the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only), and the Department of Education (amendments relating to public schools), and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package.

_____ Summary description of the adoption package, including any amendments proposed but not adopted.

_____ Ordinance number and adoption date.

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government.

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact.

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendment, an adopted future land use map, **in color format,** clearly depicting the parcel, its existing future land use designation and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required.

_____ Copy of executed ordinance adopting the comprehensive plan amendment(s).

Suggested effective date language for the adoption ordinance for state coordinated review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that this amendment is in compliance. If the amendment is timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or development dependent on this amendment may be issued or commence before it has become effective. "

_____ List of additional changes made in the adopted amendment that the FloridaCommerce did not previously review.

_____ List of findings of the local governing body, if any, that were not included in the ordinance, and which provided the basis of the adoption or determination not to adopt the proposed amendment.

_____ Statement indicating the relationship of the additional changes not previously reviewed by the FloridaCommerce to the ORC report from the FloridaCommerce.

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

1000 N.W. 111 Avenue
Miami, Florida 33172

JARED W. PERDUE, P.E.
SECRETARY

February 10, 2025

Ms. Cheryl Cioffari, AICP
Assistant Director of Planning
County of Monroe
Planning and Environmental Resources Department
Marathon Government Center
2798 Overseas Highway, Suite 400
Marathon, Florida 33050

Subject: Comments for the Monroe County Comprehensive Plan Amendment FDEO #25-01ACSC

Dear Ms. Cioffari:

Pursuant to Section 163.3184(3), Florida Statutes (F.S.), in its role as a reviewing agency as identified in Section 163.3184(1)(c), F.S., the Florida Department of Transportation, District Six, reviewed the proposed amendment to the Monroe County Comprehensive Plan. The proposed amendments modify the Future Land Use Map (FLUM).

The District reviewed the amendment package per Chapter 163 Florida Statutes and found the proposed text amendment would not adversely impact transportation resources and facilities of state importance.

Thank you for coordinating on the review of these proposed amendments with FDOT. If you have any questions, please do not hesitate to contact me by email at shereen.yeefong@dot.state.fl.us or at 305-470-5393.

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Sincerely,

DocuSigned by:
B06CD06755954DD...

Shereen Yee Fong, MS-CE
Community Planning Coordinator

Cc: Daniel Iglesias, P.E., Florida Department of Transportation, District 6
Dat Huynh, P.E., Florida Department of Transportation, District 6
Kenneth Jeffries, Florida Department of Transportation, District 6
Isabel Cosio Carballo, South Florida Regional Planning Council
Kathe Lerch, South Florida Regional Planning Council
Donna Harris, Florida Department of Commerce

Harris, Donna

From: Ragsdale, David <dragsdal@sfwmd.gov>
Sent: Monday, February 17, 2025 1:44 PM
To: cioffari-cheryl@monroecounty-fl.gov
Cc: Stansbury, James; Harris, Donna; Valdez, Yazmin; DCPexternalagencycomments; Isabel Cosio Carballo; Kathe Lerch
Subject: [EXTERNAL] - Monroe County, DOC #25-1ACSC Comments on Proposed Comprehensive Plan Amendment Package

CAUTION - "This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe."

Dear Ms. Cioffari:

The South Florida Water Management District (District) has completed its review of the proposed amendment package submitted by Monroe County (County). The package includes a Future Land Use Map amendment to amend the subject property located at 24150 Overseas Highway from Residential Medium (RM) to Commercial (COMM). The proposed amendment has been reviewed pursuant to Section 163.3184, Florida Statutes, (F.S.). The proposed changes do not appear to adversely impact the water resources within the District; therefore, the District has no comments on the proposed amendment package. However, the District offers the following guidance regarding regional water supply planning:

Regional Water Supply Planning

The County is required to revise its Water Supply Facilities Work Plan (Work Plan) within 18 months after approval of the Lower East Coast (LEC) Water Supply Plan Update by the District's Governing Board. The District's Governing Board approved the 2023-2024 LEC Water Supply Plan Update on September 24, 2024. Therefore, the County's Work Plan needs to be updated and adopted by March 24, 2026. The Work Plan must cover at least a 10-year planning period, include updated water demand projections, identify alternative and traditional water supply projects, and describe conservation and activities needed to meet the projected future demands. Planning tools are available on the District's website for your use and District Staff are available to provide technical assistance to update the Work Plan, including reviewing draft Work Plans prior to formal plan amendment submittal. The planning tools are located at this link: https://www.sfwmd.gov/doing-business-with-us/work-plans.

District staff are available to meet by teleconference or in person to go over the comments above. Please contact me if you have any questions, need additional information, or would like to arrange a meeting. The District requests that the County forward a copy of the adopted amendments to the District at the following email mailbox address: SFLOCALGOVPLAN@sfwmd.gov.

Sincerely,

David Ragsdale
Policy and Planning Analyst
Water Supply Implementation Unit
South Florida Water Management District
Office: 561-682-6715 **Cell:** 850-572-3176
dragsdale@sfwmd.gov | 3301 Gun Club Road, West Palm Beach, FL 33406

MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

We strive to be caring, professional and fair

To: Monroe County Board of County Commissioners

Through: Emily Schemper, AICP, CFM, Growth Management Director

From: Barbara Powell, Planning Policy Advisor

Date: March 24, 2025

Subject: An Ordinance by the Monroe County Board of County Commissioners amending the Monroe County Future Land Use Map (FLUM) from Residential Medium (RM) to Commercial (COMM) for property located at 24150 Overseas Highway, Summerland Key, as requested by Maciej Jarzebowski (File 2024-030).

Meeting: April 16, 2025

I. REQUEST

On May 29, 2024, the Planning and Environmental Resources Department received an amended application from Spottswood, Spottswood, Spottswood, and Sterling PLCC, on behalf of Maciej Jarzebowski (the "Applicant") to amend the Monroe County Future Land Use Map (FLUM) from Residential Medium (RM) to Commercial (COMM) for property located at 24150 Overseas Highway, Summerland Key, (the "Property") currently having Parcel Identification Number 00190940-000200.

The Applicant has also requested a corresponding Land Use District (Zoning) Map amendment from Improved Subdivision (IS) to Commercial 1 (C1).

II. BACKGROUND INFORMATION

Site Information:

Location: MM 24, Summerland Key

Addresses: 24150 Overseas Highway

Description: A portion of Lot 1, Dobie's Subdivision, according to the Plat thereof, as recorded in Plat Book 2, Page 95, and a portion of Lot 21, Block 2, Summerland Key Cove Addition No. 2, according to the plat thereof as recorded in Plat Book 4, Page 100, Public Records of Monroe County, Florida

Parcel Identification Numbers: 00190940-000200

Boundary: Affected parcel is outlined in **black** in the images below.

Applicant: Maciej Jarzebowski

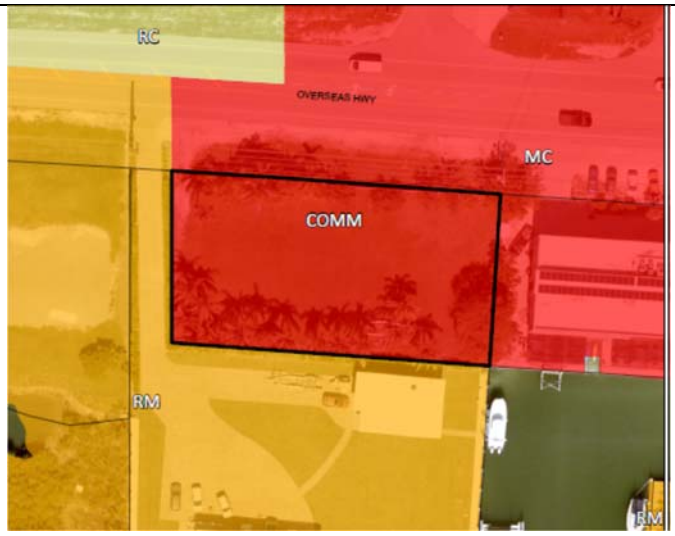
Agent: Spottswood, Spottswood, Spottswood, and Sterling PLCC

Size of Properties (cumulative): 18,844.46 SF of upland area per survey by Florida Keys Land Surveying, signed and sealed by Eric A. Saacs, surveyed on February 23, 2022.

FLUM Designation: Residential Medium (RM); pending application to amend to Commercial (COMM)
Land Use District: Improved Subdivision (IS); pending application to amend to Suburban Commercial (SC)
Tier Designation: III
Flood Zone: AE10 and AE11
CBRS: No
Existing Permitted Use: Vacant Land
Existing Vegetation/Habitat: Undeveloped Land
Community Character of Immediate Vicinity: Adjacent land uses include residential, transient residential, commercial, and public uses



Existing FLUM Designation



Proposed FLUM Designation

The Applicant states that the reason for the proposed FLUM amendment is:
"The property is directly on US Highway 1 and immediately adjacent to developed commercial uses. With this location characteristic. It is not suitable for residential purposes. . . The availability of residential ROGO allocation is uncertain in the future."

Concurrent Applications
File 2024-031: A corresponding Land Use District (LUD) map amendment for the Property, requesting to amend the LUD from Improved Subdivision (IS) to Commercial 1(C1).

Community Meeting and Public Participation
In accordance with LDC Section 102-159(a), a community meeting is required to be held. The virtual meeting was held on August 26, 2024, to discuss the proposed Future Land Use Map (FLUM) and corresponding Land Use District (Zoning) Map amendments and provide for public participation. There were two speakers and one attorney representing a speaker. The adjacent property owner expressed concern about a Commercial development close to his guesthouse and spoke about an ongoing trespassing issue with a different adjacent property. Another speaker expressed concern about commercial uses near residential.

Development Review Committee Meeting and Public Input
On September 24, 2024, the Development Review Committee Meeting considered the proposed amendment and provided for public input. Issues similar to those raised at the community meeting were again raised.

Planning Commission Meeting and Public Input
On October 23, 2024, the Planning Commission met and considered the proposed amendment, provided for public input and recommended approval through Resolution P21-24.

Van Fischer, representing the property adjacent to the subject property, stated that the property owners are concerned about negative effects to property value and potential disturbance from whatever activities may take place. County staff noted that Monroe County Land Development Code provides that properties zoned Commercial 1 adjoining properties zoned Improved Subdivision are required to install a Class D buffer (Sec. 114-126. - District Boundary Buffers). A Class D landscape buffer can be 20 feet or as little as 16 feet with a solid fence. The new use would be responsible for the buffer.

Board of County Commissioners Transmittal to State Land Planning Agency
On January 15, 2025, at a regularly scheduled meeting, the BOCC held a public hearing to consider the transmittal of the proposed Future Land Use Map amendment, considered the staff report, and provided for public comment and public participation in accordance with the requirements of state law and the procedures adoption for public participation in the planning process. The BOCC adopted Resolution 054-2025 transmitting the proposed amendment to the State Land Planning Agency (FloridaCommerce) for review and comment.

Following their review of the proposed amendment, the FloridaCommerce issued an Objections, Recommendations and Comments (ORC) report on March 24, 2025 (attached). The comment is offered to assist the local government but will not form the basis for a determination of whether the amendment, if adopted, is "In Compliance" as defined in section 163.3184(1)(b), F.S. FloridaCommerce provided the following comment:

> **Comment 1:** FloridaCommerce recommends that Monroe County coordinate with the South Florida Water Management District to address the comments from their February 17, 2025, correspondence regarding the Regional Water Supply Plan.

The South Florida Water Management District issued a comment letter and offered the following guidance regarding regional water supply planning:

> **Regional Water Supply Planning**
> The County is required to revise its Water Supply Facilities Work Plan (Work Plan) within 18 months after approval of the Lower East Coast (LEC) Water Supply Plan Update by the District's Governing Board. The District's Governing Board approved the 2023-2024 LEC Water Supply Plan Update on September 24, 2024. Therefore, the County's Work Plan needs to be updated and adopted by March 24, 2026. The Work Plan must cover at least a 10-year planning period, include updated water demand projections, identify alternative and traditional

water supply projects, and describe conservation and activities needed to meet the projected future demands. Planning tools are available on the District's website for your use and District Staff are available to provide technical assistance to update the Work Plan, including reviewing draft Work Plans prior to formal plan amendment submittal. The planning tools are located at this link: https://www.sfwmd.gov/doing-business-with-us/work-plans.

Staff has begun the process of adoption of a new Water Supply Plan (File# 2025-041).

Prior Relevant BOCC Action

On July 22, 2019, the Planning & Environmental Resources Department a Plat Lot Line Adjustment of the common lot lines shared between Lots 21 , Block 2, Summerland Key Cove Addition No. 2 (PB4-IOO) and Lot I, Amended Plat of Dobie's Subdivision (PB2- 135), having Real Estate number 00190940-000000; Lot 2, Amended Plat of Dobie's Subdivision (PB2-135), having Real Estate number 00188710-000000; and Lot 3, Amended Plat of Dobie's Subdivision (PB2-135), having Real Estate number 00188720-000000.

On May 17, 2023, the Monroe County Board of County Commissioners approved Ordinance No. 010-2023 which amended the Tier Map Overlay designation for the subject property identified as currently bearing Property Identification Number 00190940-000200 to be amended from Tier III-A (SPA) to Tier III.

III. AMENDMENT REVIEW

FLUM Category Comparisons

Existing

Policy 101.5.3:

The principal purpose of the Residential Medium (RM) future land use category is to recognize those portions of subdivisions that were lawfully established and improved prior to the adoption of this plan and to define improved subdivisions as those lots served by a dedicated and accepted existing roadway, have an approved potable water supply, and have sufficient uplands to accommodate the residential uses. Development on vacant land within this land use category shall be limited to one residential dwelling unit for each such platted lot or parcel which existed on or before January 4, 1996.

Proposed

Policy 101.5.8:

The principal purpose of the Commercial (COMM) future land use category is to provide for the establishment of commercial zoning districts where various types of commercial retail; highway-oriented sales and services; commercial recreation; light industrial; public, institutional and office uses may be permitted at intensities which are consistent with the community character and the natural environment. The commercial zoning districts established within this category are intended to serve the immediate vicinity or serve the Upper or Lower subarea. This category is not intended to accommodate transient or permanent residential development.

In order to protect environmentally sensitive lands, the following development controls shall apply to all Tier I lands within this land use category:

1. only low intensity commercial uses shall be allowed; and
2. a maximum floor area ratio of 0.15 shall apply. (Ord. No. 010-2013)

Maximum Development Potential by FLUM Designation and Land Use District (Zoning)			
Existing Zoning/FLUM	**Type**	**Adopted Standards**	**Development Potential**
Improved Subdivision (IS)/ Residential Medium (RM) Gross Upland Area: 18,844.46 sf / 0.43 acres	Market Rate Allocated Density	1.0 du/lot	1 du
	TDR/Market Rate Residential Max. Net Density	0	0 du
	Affordable Residential Max. Net Density	0	0 du
	Transient Allocated Density	0	0 du
	Transient Max. Net Density	0	0 du
	Nonresidential Uses	0	0 sf
Proposed Zoning/FLUM	**Type**	**Adopted Standards**	**Development Potential**
Commercial 1/ (C1) Commercial (COMM) Gross Upland Area: 18,844.46 sf / 0.43 acres	Market Rate Allocated Density	0	0 du
	TDR/Market Rate Residential Max. Net Density	0	0 du
	Affordable Residential Max. Net Density	0	0 du
	Transient Allocated Density	0	0 du
	Transient Max. Net Density	0	0 du
	Nonresidential Uses	0.15-0.40 FAR	2,826.67 sf- 7,537.78 sf
Net Change in Development Potential of Cumulative Properties Based on FLUM/LUD Amendments	**Type**		**Net Change**
	Market Rate Allocated Density		-1 du
	TDR/Market Rate Residential Max. Net Density		n/a
	Affordable Residential Max. Net Density		n/a
	Transient Allocated Density		n/a

	Transient Max. Net Density	n/a
	Nonresidential Uses	+ 2,826.67 sf- 7,537.78 sf

Maximum Density and Intensity by Land Use District

The table above provides a comparison of the development potential for residential, transient and commercial development of the Properties under the existing Land Use (zoning) District and FLUM category as compared to the proposed, amended, zoning district and FLUM. Section 130-156(b) of the Land Development Code states: "The density and intensity provisions set out in this section are intended to be applied cumulatively so that no development shall exceed the total density limits of this article. For example, if a development includes both residential and commercial development, the total gross amount of development shall not exceed the cumulated permitted intensity of the parcel proposed for development."

As shown in the orange portion of the table, the proposed FLUM amendment (from RM to COMM) with the C1 LUD would result in **a decrease of allocated market rate density and an increase in nonresidential intensity**. The TDR/market rate residential maximum net density, affordable residential maximum net density, and transient density would remain at 0.

Any new or expanded nonresidential floor area would require an NROGO allocation in accordance with LDC Section 138-49.

The total amount of new nonresidential floor area that could be constructed on either of the Properties would be dependent on the size of the property to be developed and the actual use proposed. Below is a table detailing the maximum floor area ratios permitted based on proposed use within the Commercial 1 LUD in accordance with LDC Section 130-164.

Use within Commercial 1 (C1)	**Maximum Floor Area Ratio**
Low Intensity Commercial Retail or Restaurant	0.35
Medium Intensity Commercial Retail or Restaurant	0.25
High Intensity Commercial Retail or Restaurant	0.15
Office	0.40
Light Industrial	0.30
Institutional	0.30
Public Buildings/Uses	0.30
Commercial Recreation	0.25

Compliance with Comprehensive Plan Policy 101.5.26

The proposed FLUM amendment from RM to COMM results in a decrease of residential allocated density on the Properties and therefore eliminates the need to mitigate under Policy 101.5.26.

Compatibility with the Surrounding Area

a. Existing Vegetation/Habitat: Undeveloped Land, Impervious Surface
b. Existing Tier Designation: III, Tier I properties across US 1
c. Number of Listed Endangered or Threatened Species: 0

d. Existing Use: Vacant
e. Community Character of Immediate Vicinity: Adjacent land uses include residential, transient residential, restaurant, commercial, and public uses

Concurrency Analysis (Comprehensive Plan Policy 101.1.1)
Monroe County shall ensure that all development and redevelopment taking place within its boundaries does not result in a reduction of the level-of-service requirements established and adopted by this comprehensive plan. Further, Monroe County shall ensure that comprehensive plan amendments include an analysis of the availability of facilities and services or demonstrate that the adopted levels of service can be reasonably met.

Traffic Circulation (Comprehensive Plan Policy 301.1.2)
The Properties are located on Overseas Highway/ U.S. 1 on Summerland Key at approximate mile marker 24. Pursuant to the Comprehensive Plan, the level of service standard for US 1 is LOS of "C." According to the 2021 US 1 Arterial Travel Time and Delay Study, US 1 overall is operating at a LOS of "C" and Segment 7 on Summerland Key (MM 23.0 to MM 25.0) is operating at a LOS of "B."

At the time of development approval, a trip generation analysis will be required to be submitted in order to verify sufficient roadway capacity. According to the 2021 US 1 Arterial Travel Time and Delay Study, the maximum reserve volume for Segment 7 is 2,040 trips.

Potable Water (Comprehensive Plan Policy 701.1.1)
Florida Keys Aqueduct Authority's water treatment facility in Florida City has a maximum water treatment design capacity of 29.8 million gallons per day (MGD) and is capable of treating up to 23.8 MGD. The annual average daily demand in Monroe County is 17.79 MGD.

The proposed FLUM amendment would decrease permanent allocated residential density beyond what is already permitted. The proposed FLUM amendment is not anticipated to adversely impact the LOS for potable water.

Solid Waste (Comprehensive Plan Policy 801.1.1)
Monroe County has a contract with Waste Management authorizing the use of in-state facilities through September 30, 2024. Currently, there is adequate capacity for solid waste generation. All commercial solid waste is handled by private contract.

Sanitary Sewer (Comprehensive Plan Policy 901.1.1
The County has adopted water quality treatment standards for wastewater facilities and within the Sanitary Wastewater Treatment Master Plan, Exhibit 3-8, has stated the LOS standard for residential and nonresidential flow is 167 gallons per day per equivalent dwelling unit (EDU). The proposed FLUM amendment would decrease the permanent allocated residential density. The combined average flows of the Cudjoe Regional Wastewater Treatment System are 620,000 gpd, whereas the plant capacity is 940,000 gpd.[1] Any proposed development on the site will either need to connect to the Cudjoe Regional Wastewater Treatment District central sewer system or provide on-site sewage treatment and disposal that meets the LOS standards in Policy 901.1.1.

[1] FINAL – 2023–2024 Lower East Coast Water Supply Plan Update | Appendix E-46

The proposed FLUM amendment is not anticipated to adversely impact the LOS for traffic, potable water, solid waste nor sanitary sewer.

IV. CONSISTENCY WITH THE MONROE COUNTY YEAR 2030 COMPREHENSIVE PLAN, THE LOWER KEYS LIVABLE COMMUNIKEYS PLAN, THE MONROE COUNTY LAND DEVELOPMENT CODE, AND THE PRINCIPLES FOR GUIDING DEVELOPMENT

A. The proposed amendment <u>is consistent</u> with the Goals, Objectives and Policies of the Monroe County Year 2030 Comprehensive Plan. Specifically, it furthers:

Goal 101
Monroe County shall manage future growth to enhance the quality of life, ensure the safety of County residents and visitors, and protect valuable natural resources.

Objective 101.4
Monroe County shall regulate nonresidential development to maintain a balance of land uses to serve the needs of the future population of Monroe County.

Policy 101.4.1
Monroe County shall maintain a Permit Allocation System for new nonresidential floor area, known as the Nonresidential Rate of Growth Ordinance (NROGO) System. Monroe County shall maintain a balance between residential and nonresidential growth by limiting the floor area of new nonresidential development available within the County to maintain a maximum of 47,083 square feet of floor area per NROGO year. The nonresidential allocation allowed by this policy shall be distributed on an annual basis, pursuant to Policy 101.4.3. The NROGO allocation system shall apply within the unincorporated area of the county, excluding areas within the county mainland and within the Ocean Reef planned development (Future development in the Ocean Reef planned development is based upon the December 2010 Ocean Reef Club Vested Development Rights Letter recognized and issued by the Department of Community Affairs**).**

Objective 101.5
Monroe County shall regulate future development and redevelopment to maintain and enhance the character of the community and protect natural resources by providing for the compatible distribution of land uses consistent with the designations shown on the Future Land Use Map.

Policy 101.5.8
The principal purpose of the Commercial (COMM) future land use category is to provide for the establishment of commercial zoning districts where various types of commercial retail; highway-oriented sales and services; commercial recreation; light industrial; public, institutional and office uses may be permitted at intensities which are consistent with the community character and the natural environment. The commercial zoning districts established within this category are intended to serve the immediate vicinity or serve the Upper or Lower subarea. This category is not intended to accommodate transient or permanent residential development.

In order to protect environmentally sensitive lands, the following development controls shall apply to all Tier I lands within this land use category:

1. only low intensity commercial uses shall be allowed; and
2. a maximum floor area ratio of 0.15 shall apply. (Ord. No. 010-2013)

Policy 101.5.25

Monroe County hereby adopts the following density and intensity standards for the future land use categories, which are shown on the FLUM and described in Policies 101.5.1 - 101.5.20.

Future Land Use Densities and Intensities				
Future Land Use Category and Corresponding Zoning	Residential [l]		Nonresidential	Minimum Open Space Ratio [c]
	Allocated Density [a] (per upland acre)	Maximum Net Density [a] [b] (per buildable acre)	Maximum Intensity (floor area ratio)	
Commercial (COMM) (C1 and C2 zoning)	0 du 0 rooms/spaces	N/A N/A	0.15—0.50	0.20

Policy 101.5.26

In order to continue to implement the Florida Keys Carrying Capacity Study, Monroe County shall promote the reduction in overall County residential density and the preservation of Monroe County's native habitat by enacting legislation which implements the following policy statements for private applications for future land use map amendments which increase allowable residential allocated density. Private application(s) means those applications from private entities with ownership of the upland development and parcel(s) of land or includes private upland development on County-owned land.

Per the Applicant: *The current density for the parcel is 1 unit per lot. With the change to COMM there is no allowed residential density of any type. Therefore, this change of land use district will not change the overall density in the County and therefore Policy 101.5.26 requirements for offsetting density decreases elsewhere is not triggered.*

Objective 101.19

Monroe County shall address local community needs while balancing the needs of all Monroe County communities. These efforts shall focus on the human crafted environment and shall be undertaken through the Livable CommuniKeys Planning Program.

Policy 101.19.2

The Community Master Plans shall be incorporated into the 2030 Comprehensive Plan as a part of the plan and be implemented as part of the Comprehensive Plan. The following Community Master Plans have been completed in accordance with the principles outlined in this section and adopted by the Board of County Commissioners:

6. The Lower Keys Livable CommuniKeys Plan is incorporated by reference into the Monroe County Comprehensive Plan. Adopted By Ordinance 031-2012.

Goal 102
Monroe County shall direct future growth to lands which are most suitable for development and shall encourage conservation and protection of environmentally sensitive lands (wetlands, beach berm and tropical hardwood hammock).

Objective 102.3
Monroe County shall maintain land development regulations which will direct new development to areas having appropriate topography and soil conditions and to where site disturbance and man's activities will have fewer adverse effects on natural vegetation, terrestrial wildlife, natural landforms and marine resources.

Objective 105.1
Monroe County shall continue to implement smart growth initiatives in conjunction with its Livable CommuniKeys and Land Acquisition Programs which promote innovative and flexible development processes to preserve the natural environment, maintain and enhance the community character and quality of life, redevelop blighted commercial and residential areas, remove barriers to design concepts, reduce sprawl, and direct future growth to appropriate infill areas.

Policy 105.1.3
Monroe County shall, through its development standards and Land Development Code, continue to foster the retention and redevelopment of small businesses on the U.S.1.

B. The proposed amendment <u>is consistent</u> with the Lower Keys Livable CommuniKeys Plan Specifically it furthers:

Goal 1:
Monroe County shall manage future growth to preserve the rural or low density community character, protect the natural environment of the Lower Keys, and maintain and encourage commercial revitalization along the U.S. 1 corridor. Community character includes the cultural/traditional heritage, physical character, and scale of the businesses that serve the local community in the Lower Keys area.

Objective 1.1
Monroe County shall continue to manage the rate of residential and non-residential growth in the Lower Keys to maintain adequate levels of service and ensure a balance of land use to serve the existing and future population. Use of the Tier System as the primary means to conserve natural areas, focus state and county acquisition programs, manage growth in transition areas, and guide development to areas most appropriate for new infill development and redevelopment.

Policy Item 1.1.1:
Monroe County is recommended to conduct an analysis, as part of the Comprehensive Plan Update, to determine the Lower Keys "fair share" of projected residential and non-residential growth based on assessments of the availability of appropriate sites for development (vacant, unconstrained lots in improved subdivisions, vacant sites along U.S. 1, and developed properties deemed appropriate or

prone to redevelopment), the existing and projected demand for commercial services, and the community's desire to support and improve existing businesses that serve the local community.

Objective 1.4
Monroe County shall encourage programs and initiatives to promote the retention of existing and the creation of new businesses along the U.S. 1 Corridor that serve the local community.

Policy Item 1.4.4:
To protect the viability of existing businesses and prevent additional strip commercial development along U.S. 1, Monroe County is encouraged to not support the designation of new commercial land use districts outside areas currently designated Mixed Use/Commercial on the Future Land Use Map. Changes in the existing boundaries of the Mixed Use/Commercial land use category may only occur as part of the Community Center designation process.

Objective 1.5
Monroe County shall conduct an evaluation to determine the extent of areas along the U.S. 1 corridor for compact mixed use development and prepare changes in policy and land development regulations to encourage appropriate investment, conserve natural areas, support businesses that serve the local community, and ensure compatibility with adjacent residential areas.

Policy Item 1.5.1:
The following areas designated as Mixed Use Commercial on the FLUM may be evaluated to determine their potential for designation as Community Centers.

- Lower Sugarloaf Key (MM 16-17)
- Cudjoe Key (MM 22-23)
- Summerland Key (MM 24-25)
- Ramrod Key (MM 26.5-27.5)

D. For text amendments to the Comprehensive Plan and FLUM amendments, the BOCC must also consider the analyses identified in Chapter 163, Florida Statutes and must find that the amendment is consistent with the principles for guiding development as defined in Section 380.0552, Florida Statutes.

Per the Applicant,

For the purposes of reviewing consistency of the adopted plan or any amendments to that plan with the principles for guiding development and any amendments to the principles, the principles shall be construed as a whole and no specific provision shall be construed or applied in isolation from the other provisions.

(a) Strengthening local government capabilities for managing land use and development so that local government is able to achieve these objectives without continuing the area of critical state concern designation.
(b) Protecting shoreline and benthic resources, including mangroves, coral reef formations, seagrass beds, wetlands, fish and wildlife, and their habitat.

(c) Protecting upland resources, tropical biological communities, freshwater wetlands, native tropical vegetation (for example, hardwood hammocks and pinelands), dune ridges and beaches, wildlife, and their habitat.
(d) Ensuring the maximum well-being of the Florida Keys and its citizens through sound economic development.
(e) Limiting the adverse impacts of development on the quality of water throughout the Florida Keys.
(f) Enhancing natural scenic resources, promoting the aesthetic benefits of the natural environment, and ensuring that development is compatible with the unique historic character of the Florida Keys.
(g) Protecting the historical heritage of the Florida Keys.
(h) Protecting the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments, including:
    1. The Florida Keys Aqueduct and water supply facilities;
    2. Sewage collection, treatment, and disposal facilities;
    3. Solid waste treatment, collection, and disposal facilities;
    4. Key West Naval Air Station and other military facilities;
    5. Transportation facilities;
    6. Federal parks, wildlife refuges, and marine sanctuaries;
    7. State parks, recreation facilities, aquatic preserves, and other publicly owned properties;
    8. City electric service and the Florida Keys Electric Co-op; and
    9. Other utilities, as appropriate.
(i) Protecting and improving water quality by providing for the construction, operation, maintenance, and replacement of stormwater management facilities; central sewage collection; treatment and disposal facilities; and the installation and proper operation and maintenance of onsite sewage treatment and disposal systems.
(j) Ensuring the improvement of nearshore water quality by requiring the construction and operation of wastewater management facilities that meet the requirements of ss. 381.0065(4)(l) and 403.086(10), as applicable, and by directing growth to areas served by central wastewater treatment facilities through permit allocation systems.
(k) Limiting the adverse impacts of public investments on the environmental resources of the Florida Keys.
(l) Making available adequate affordable housing for all sectors of the population of the Florida Keys.
(m) Providing adequate alternatives for the protection of public safety and welfare in the event of a natural or manmade disaster and for a postdisaster reconstruction plan.
(n) Protecting the public health, safety, and welfare of the citizens of the Florida Keys and maintaining the Florida Keys as a unique Florida resource.

Pursuant to Section 380.0552(7) Florida Statutes, the proposed amendment is not inconsistent with the Principles for Guiding Development as a whole and is not inconsistent with any Principle.

E. In no event shall an amendment be approved which will result in an adverse change in community character to the sub-area which a proposed amendment affects or to any area in accordance with a Livable CommuniKeys master plan pursuant to findings of the BOCC.

Per the Applicant, "The Livable CommuniKeys Plan recognizes the commercial areas immediately next door that contain the offices and labs of the Mote Marina Institute which may be a potential user of any facility that could be developed with a change to SC [C1][2] zoning. This change of destination supports the CommuniKeys goal of further limiting the residential density of the Lower Keys."

Staff does not anticipate that approval of the proposed amendment of the FLUM to result in an adverse change in community character to the sub-area which the proposed amendment affects.

V. PROCESS

Any landowner or other person having a contractual interest in property desiring to petition the BOCC for an amendment to the land use (zoning) district map, overlay district map or FLUM shall be required to file an application with the Planning Director accompanied by a nonrefundable application fee as established from time to time by the BOCC to defray the actual cost of processing the application. After receipt, the Planning Director and his or her staff shall review the proposed amendment and present it with a recommendation of approval or denial to the Development Review Committee for review and comment. Staff shall make a recommendation to the Planning Commission.

The Planning Commission shall review the application, the reports and recommendations of the Planning and Environmental Resources Department, the comments of the Development Review Committee, and the testimony given at the public hearing, and shall submit its recommendations and findings to the BOCC.

The BOCC shall consider the reports and recommendation of the Planning Commission, Planning and Environmental Resources Department staff, and the testimony given at the public hearings.

VII. STAFF RECOMMENDATION

Staff recommends approval of the proposed FLUM amendment from Residential Medium (RM) to Commercial (COMM) for properties located at 24150 Overseas Highway Summerland Key.

VIII. EXHIBITS

1. 11" X 17" Map Series FLUM Amendment
2. Objections, Recommendations, and Comments Report (FloridaCommerce)
3. Ordinance

[2] The original application proposed amending the FLUM designation from Residential Medium to Mixed-Use Commercial and zoning map amendment from Improved Subdivision to Suburban Commercial. The Applicant modified the application on May 29, 2024 to Commercial FLUM designation and Commercial 1 zoning designation.

MONROE COUNTY, FLORIDA
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
ORDINANCE NO. ____ - 2025

AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE MONROE COUNTY FUTURE LAND USE MAP FROM RESIDENTIAL MEDIUM (RM) TO COMMERCIAL (COMM), FOR PROPERTY LOCATED AT 24150 OVERSEAS HIGHWAY, SUMMERLAND KEY, LEGALLY DESCRIBED AS A PORTION OF LOT 1, DOBIE'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, DULY RECORDED IN PLAT BOOK 2, PAGE 95, AND A PORTION OF LOT 21, BLOCK 2, SUMMERLAND COVE, ADDITION 2, ACCORDING TO THE PLAT THEREOF, DULY RECORDED IN PLAT BOOK 4, PAGE 100, OF THE PUBLIC RECORDS OF MONROE COUNTY, CURRENTLY HAVING PARCEL IDENTIFICATION NUMBER 00190940-000200; AS PROPOSED BY MACIEJ JARZEBOWSKI; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR INCLUSION IN THE MONROE COUNTY COMPREHENSIVE PLAN AND FOR AMENDMENT TO THE FUTURE LAND USE MAP; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 29, 2024, the Planning and Environmental Resources Department received an amended application from Spottswood, Spottswood, Spottswood, and Sterling PLCC, on behalf of Maciej Jarzebowski "Applicant" to amend the Monroe County Future Land Use Map (FLUM) from Residential Medium (RM) to Commercial (COMM) for property located at 24150 Overseas Highway, Summerland Key; and

WHEREAS, the Applicant has also requested a corresponding Land Use (Zoning) District map amendment for the subject property from Improved Subdivision (IS) to Commercial 1 (C1); and

WHEREAS, the Monroe County Development Review Committee (DRC) considered the proposed amendment at a regularly scheduled meeting held on July 22, 2024; and

WHEREAS, the Monroe County Planning Commission held a public hearing on the September 25, 2024, for review and recommendation on the proposed Future Land Use Map amendment; and

WHEREAS, the Monroe County Planning Commission made the following findings of fact and conclusions of law:

1. The proposed FLUM is not anticipated to adversely impact the community character of the surrounding area;
2. The proposed FLUM is not anticipated to adversely impact the Comprehensive Plan adopted Level of Service (LOS);
3. The proposed amendment is consistent with the Goals, Objectives and Policies of the Monroe County Year 2030 Comprehensive Plan; and
4. The proposed amendment is consistent with the Principles for Guiding Development for the Florida Keys Area of Critical State Concern, Sec. 380.0552(7), F.S.;
5. The proposed amendment is consistent with Part II of Chapter 163, Florida Statute; and
6. The proposed amendment will not result in an adverse change in community character to the sub-area which a proposed amendment affects or to any area in accordance with the Lower Keys Livable Communikeys Master Plan pursuant to findings of the BOCC.

WHEREAS, the Monroe County Planning Commission adopted Resolution No. P21-24 recommending to the Monroe County Board of County Commissioners approval of the proposed amendment; and

WHEREAS, at a regular meeting held on the 15th day of January, 2025, the Monroe County Board of County Commissioners held a public hearing to consider the transmittal of the proposed amendment, considered the staff report and provided for public comment and public participation in accordance with the requirements of state law and the procedures adopted for public participation in the planning process; and

WHEREAS, the State Land Planning Agency reviewed the amendment and issued an Objections, Recommendations and Comments (ORC) report on March 24, 2025, received by the County on March 24, 2025 and

WHEREAS, the ORC report did not identify any objections, but did identify a comment to the proposed amendment; and

WHEREAS, the County has 180 days from the date of receipt of the ORC to adopt the proposed amendment, adopt the amendment with changes or not adopt the amendment; and

WHEREAS, at a regularly scheduled meeting on the 16th day of April, 2025, the BOCC held a public hearing to consider adoption of the proposed Comprehensive Plan text amendment;

NOW, THEREFORE, BE IT ORDAINED BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS:

Section 1. The foregoing recitals, findings, and conclusions, are hereby adopted and incorporated as if fully set forth herein.

Section 2. The Future Land Use Map of the Monroe County 2030 Comprehensive Plan is amended as follows:

> The property located at 24150 Overseas Highway, Summerland Key, having Parcel ID Number 00190940-000200, is changed from Residential Medium (RM) to Commercial (COMM) as shown on Exhibit 1, attached hereto and incorporated herein.

Section 3. Severability. If any section, subsection, sentence, clause, item, change, or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such validity.

Section 4. Repeal of Inconsistent Provisions. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

Section 5. Transmittal. This ordinance shall be transmitted by the Director of Planning to the State Land Planning Agency pursuant to Chapter 163 and 380, Florida Statutes.

Section 6. Filing and Effective Date. This ordinance shall be filed in the Office of the secretary of the State of Florida but shall not become effective until a notice is issued by the State Land Planning Agency or Administration Commission finding the amendment in compliance, and if challenged, until such challenge is resolved pursuant to Chapter 120, Florida Statutes.

Section 7. Inclusion in the Comprehensive Plan. The foregoing amendment shall be incorporated in the Monroe County Comprehensive Plan and included on the Future Land Use Map.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting held on the ____day of_____,_____.

Mayor James K. Scholl, District 3	_____
Mayor *Pro Tem* Michelle Lincoln, District 2	_____
Commissioner Craig Cates, District 1	_____
Commissioner David Rice, District 4	_____
Commissioner Holly Merrill Raschein, District 5	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY _____
MAYOR JAMES K. SCHOLL

(SEAL)

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Date: 4/1/25

ATTEST: KEVIN MADOK, CLERK

_____
AS DEPUTY CLERK

Q2

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: Q2
2023-3851

BULK ITEM: No

DEPARTMENT: Planning & Environmental Resources

TIME APPROXIMATE:

STAFF CONTACT: Barbara Powell

AGENDA ITEM WORDING:

A Public Hearing to Consider Adoption of an Ordinance, as Proposed by Maciej Jarzebowski, Amending the Land Use District (LUD) Map from Improved Subdivision (IS) to Commercial 1 (C1) for Property Located at 24150 Overseas Highway, Summerland Key, More Particularly Described as a Portion of Lot 1, Dobies Subdivision, According to the Plat Thereof, Recorded at Plat Book 2, Page 95, Official Records of Monroe County, and a Portion Of Lot 21, Block 2, Summerland Cove, Addition 2, According to the Plat Thereof, Recorded at Plat Book 4, Page 100, Official Records of Monroe County, Currently Having Property Identification Number 00190940-000200.

ITEM BACKGROUND:

On May 29, 2024, the Planning and Environmental Resources Department received an amended application from Spottswood, Spottswood, Spottswood, and Sterling PLCC, on behalf of Maciej Jarzebowski (the "Applicant") to amend the Land Use District (LUD) Map amendment from Improved Subdivision (IS) to Commercial 1 (C1) for property located at 24150 Overseas Highway, Summerland Key, (the "Property") currently having Parcel Identification Number 00190940-000200.

See professional staff report for full analysis.

PREVIOUS RELEVANT BOCC ACTION:

On May 17, 2023, the Monroe County Board of County Commissioners ("BOCC") approved Ordinance No. 010-2023 which amended the Tier Map Overlay designation for the subject property identified as currently bearing Parcel ID No. 00190940-000200 to be amended from Tier III-A ("SPA") to Tier III.

On January 15, 2025, the BOCC adopted Resolution 054-2025 transmitting the corresponding proposed

Future Land Use Map (FLUM) amendment to the State Land Planning Agency (Florida Commerce) for review and comment.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
NA

STAFF RECOMMENDATION:

Professional staff recommends approval of the proposed LUD amendment from Improved Subdivision (IS) to Commercial 1 (C1) for properties located at 24150 Overseas Highway, Summerland Key.

DOCUMENTATION:

2024_031_LUD_Ordinance.pdf
EXHIBIT 1 TO ORDINANCE - LUD_Amendment_Map.pdf
11 X 17 Map Series LUD Amendment.pdf
Staff Report LUD.pdf

FINANCIAL IMPACT:
NA

MONROE COUNTY, FLORIDA
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
ORDINANCE NO. ____ - 2025

AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE MONROE COUNTY LAND USE DISTRICT (ZONING) MAP FROM IMPROVED SUBDIVISION (IS) TO COMMERCIAL 1 (C1), FOR PROPERTY LOCATED AT 24150 OVERSEAS HIGHWAY, SUMMERLAND KEY, LOTS 2 AND 3 AS SHOWN ON THE AMENDED PLAT OF DOBIE'S SUBDIVISION, DULY RECORDED IN PLAT BOOK 2, PAGE 135, OF THE PUBLIC RECORDS OF MONROE COUNTY, CURRENTLY HAVING PARCEL IDENTIFICATION NUMBER 00190940-000200; AS PROPOSED BY MACIEJ JARZEBOWSKI; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR AMENDMENT TO THE LAND USE DISTRICT (ZONING) MAP; PROVIDING FOR AN EFFECTIVE DATE. (FILE 2024-031)

WHEREAS, on February 9, 2024, the Planning and Environmental Resources Department received an application from Spottswood, Spottswood, Spottswood, and Sterling PLCC, (the "Agent") on behalf of Maciej Jarzebowski (the "Applicant") to amend the Monroe County Land Use District (Zoning) Map from Improved Subdivision (IS) to Commercial 1 (C1) for property located at 24150 Overseas Highway, Summerland Key, (the "Property") currently having Parcel Identification Number 00190940-000200; and

WHEREAS, on May 29, 2024, the Planning and Environmental Resources Department received an amended application from Spottswood, Spottswood, Spottswood, and Sterling PLCC, on behalf of Maciej Jarzebowski "Applicant" to amend the Monroe County Land Use District (Zoning) Map from Improved Subdivision (IS) to Commercial 1 (C1) for the Property; and

WHEREAS, the Applicant has also requested a corresponding Future Land Use map amendment for the subject property from Residential Medium (RM) To Commercial (COM); and

WHEREAS, on August 26, 2024, the Applicant held a community meeting, as required by Monroe County Land Development Code ("LDC" or "Code") Section 102-158(a) to discuss

the proposed LUD Map amendment and the corresponding Future Land Use Map amendment, and provide for public participation; and

WHEREAS, the Monroe County Development Review Committee (DRC) considered the proposed amendment at a regularly scheduled meeting held on September 24, 2024; and

WHEREAS, the Monroe County Planning Commission held a public hearing on the October 23, 2024, for review and recommendation on the proposed Land Use District (Zoning) Map amendment; and

WHEREAS, the Monroe County Planning Commission made the following findings of fact and conclusions of law:

1. The proposed Zoning is not anticipated to adversely impact the community character of the surrounding area;
2. The proposed Zoning is not anticipated to adversely impact the Comprehensive Plan adopted Level of Service (LOS);
3. The proposed amendment is consistent with the Goals, Objectives and Policies of the Monroe County Year 2030 Comprehensive Plan; and
4. The proposed amendment is consistent with the Principles for Guiding Development for the Florida Keys Area of Critical State Concern, Sec. 380.0552(7), F.S.; and
5. The proposed amendment is consistent with Part II of Chapter 163, Florida Statute; and
6. The proposed amendment will not result in an adverse change in community character to the sub-area which a proposed amendment affects or to any area in accordance with the Lower Keys Livable Communikeys Master Plan pursuant to findings of the BOCC.

WHEREAS, the Monroe County Planning Commission adopted Resolution No. P22-24 recommending to the Monroe County Board of County Commissioners approval of the proposed amendment; and

WHEREAS, at a regularly scheduled meeting on the 16th day of April, 2025, the BOCC held a public hearing to consider adoption of the proposed Zoning amendment;

NOW, THEREFORE, BE IT ORDAINED BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS:

Section 1. The above recitals, findings, and conclusions are hereby adopted and incorporated as if fully set forth herein.

Section 2. The Land Use District Map amendment of the Monroe County 2030 Land Development Code is amended as follows:

The property located at 24150 Overseas Highway, Summerland Key, having Parcel ID Number 00190940-000200, is changed from Improved Subdivision (IS) to Commercial 1 (C1) for the Property; and as shown on Exhibit 1, attached hereto and incorporated herein.

Section 3. Severability. If any section, subsection, sentence, clause, item, change, or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such validity.

Section 4. Repeal of Inconsistent Provisions. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

Section 5. Transmittal. This ordinance shall be transmitted to the Florida State Land Planning Agency as required by F.S. 380.05(11) and F.S. 380.0552(9).

Section 6. Filing. This ordinance shall be filed in the Office of the Secretary of the State of Florida but shall not become effective until approved by the Florida State Land Planning Agency and, if appealed, until the appeal is resolved pursuant to Chapter 120 of the Florida Statutes.

Section 7. Inclusion on the Monroe County Code's Official Land Use District Map. The provisions of this Ordinance shall be included and incorporated on to the Official Land Use District Map of Monroe County.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting held on the ____day of_____,_____.

Mayor James K. Scholl, District 3	_____
Mayor *Pro Tem* Michelle Lincoln, District 2	_____
Commissioner Craig Cates, District 1	_____
Commissioner David Rice, District 4	_____
Commissioner Holly Merrill Raschein, District 5	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY _____
MAYOR JAMES K. SCHOLL

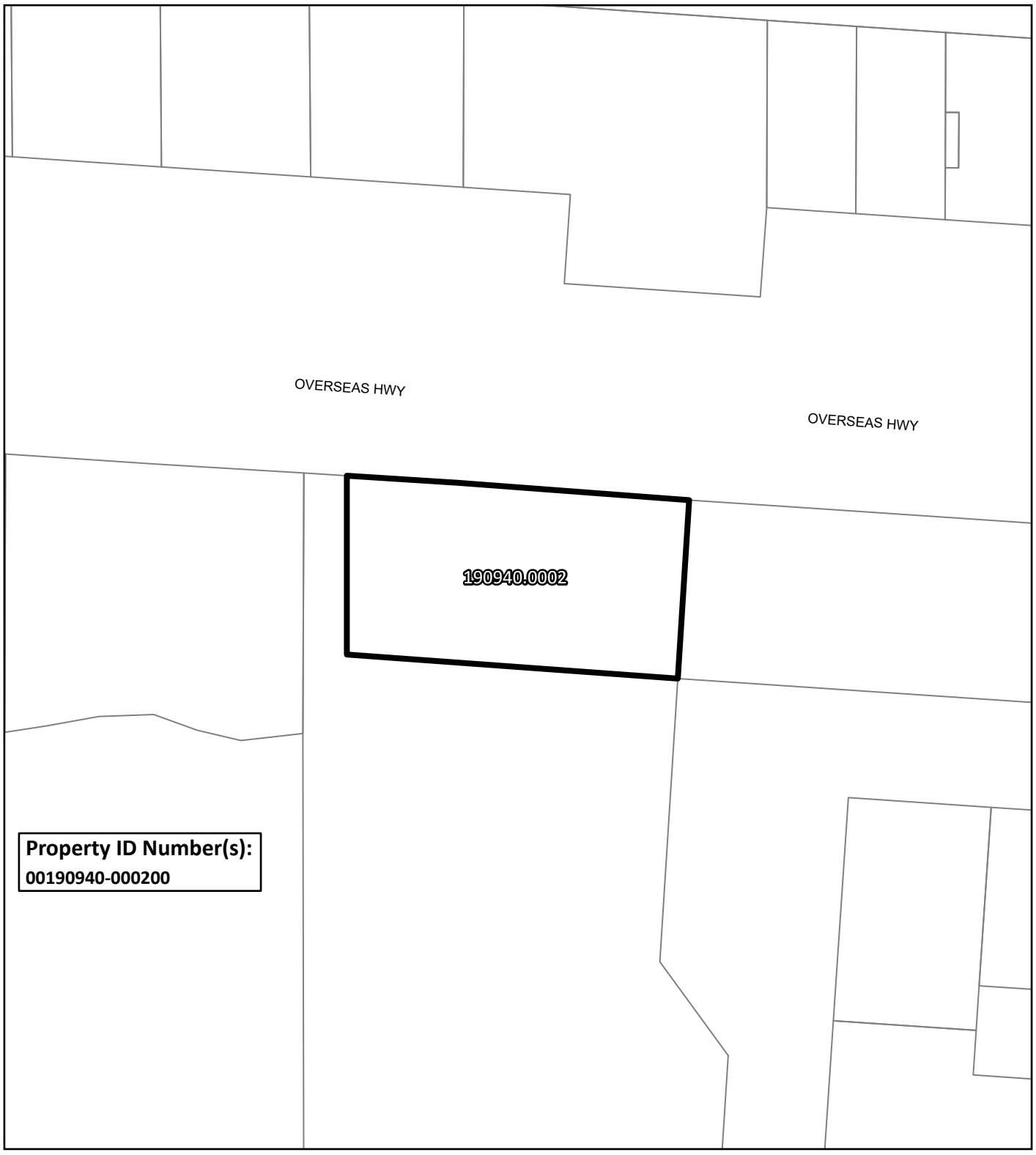
(SEAL)

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Date: 4/1/25

ATTEST: KEVIN MADOK, CLERK

_____
AS DEPUTY CLERK

Exhibit 1 to Ordinance # _____ - 2024



Property ID Number(s):
00190940-000200

The Monroe County Land Use District is amended as indicated above.

Land Use change of one parcel of land in Summerland Key from Improved Subdivision District (IS) to Commercial 1 District (C1).

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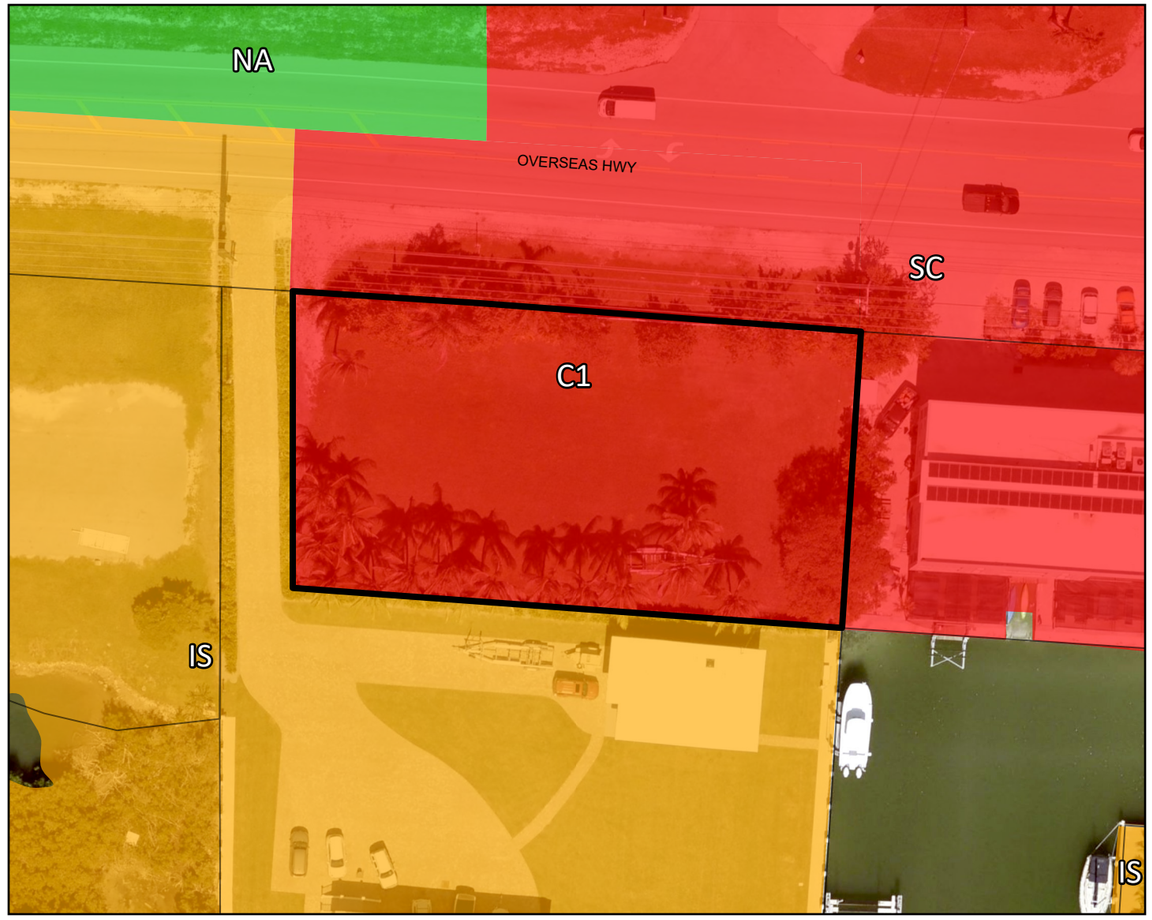
Date: 6/13/2024

Monroe County Land Use Amendment

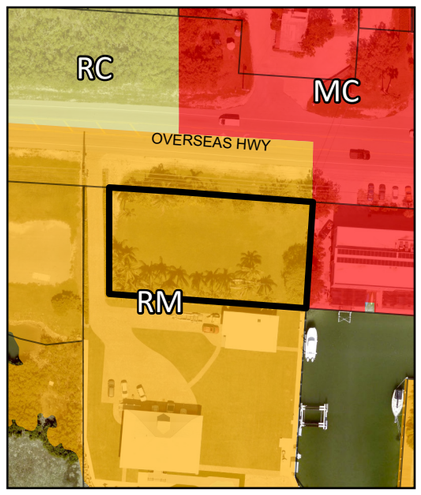


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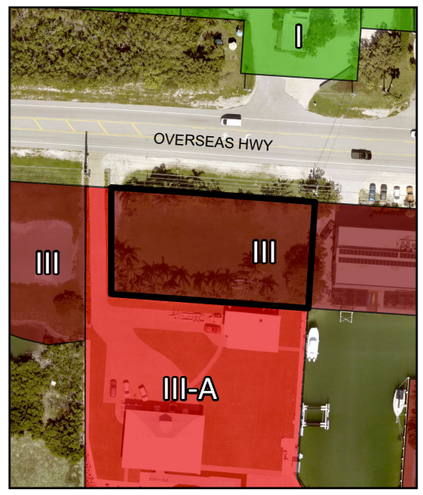
Existing Conditions



Proposed Conditions



Future Land Use



Tier Overlay District

Planning & Environmental Resources

The Monroe County Land Use District is proposed to be amended as indicated above and briefly described as:

Key: Summerland Key Mile Marker: 24

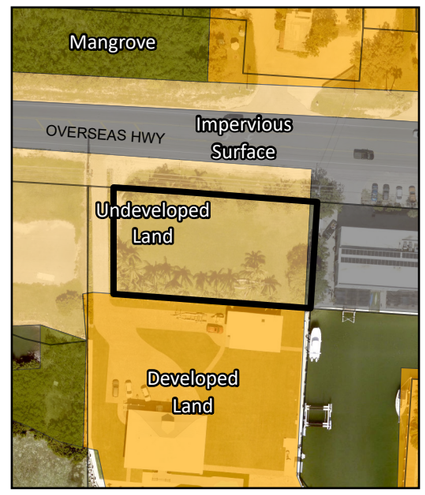
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Proposal: Land Use change of one parcel from Improved Subdivision District (IS) to Commercial 1 District (C1)

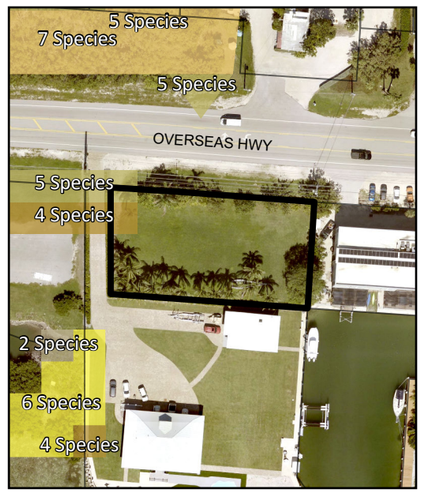
Property ID Number(s):
00190940-000200



This map is for use by the Monroe County Planning & Environmental Resources Department only. The data contained herein is not a legal representation of boundaries, parcels, roads, right-of-ways or other geographical data.



Land Cover Habitat



Number of Protected Spe

2725

Data Source: Monroe County - Planning & Environmental Resources - GIS

Date: 6/13/2024

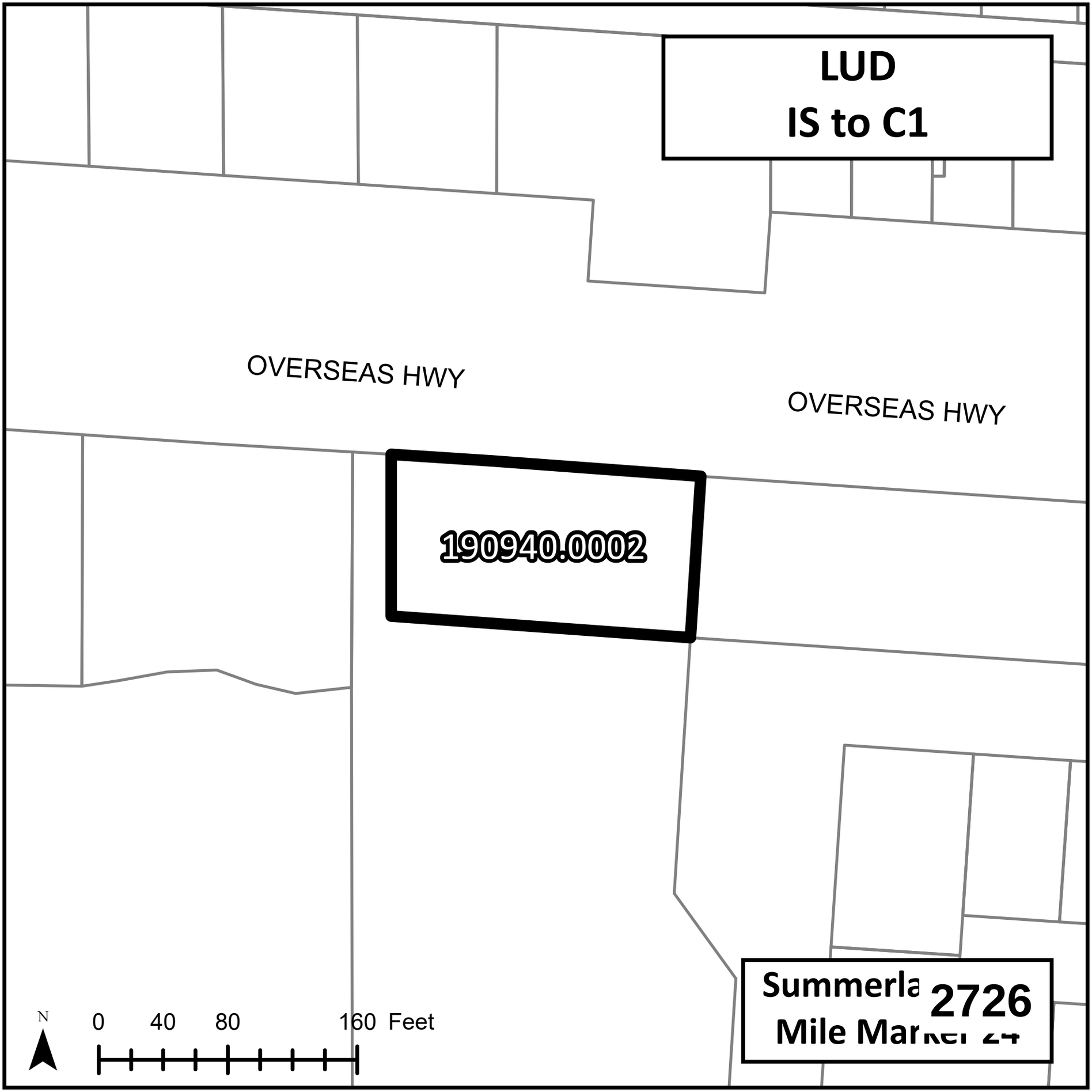
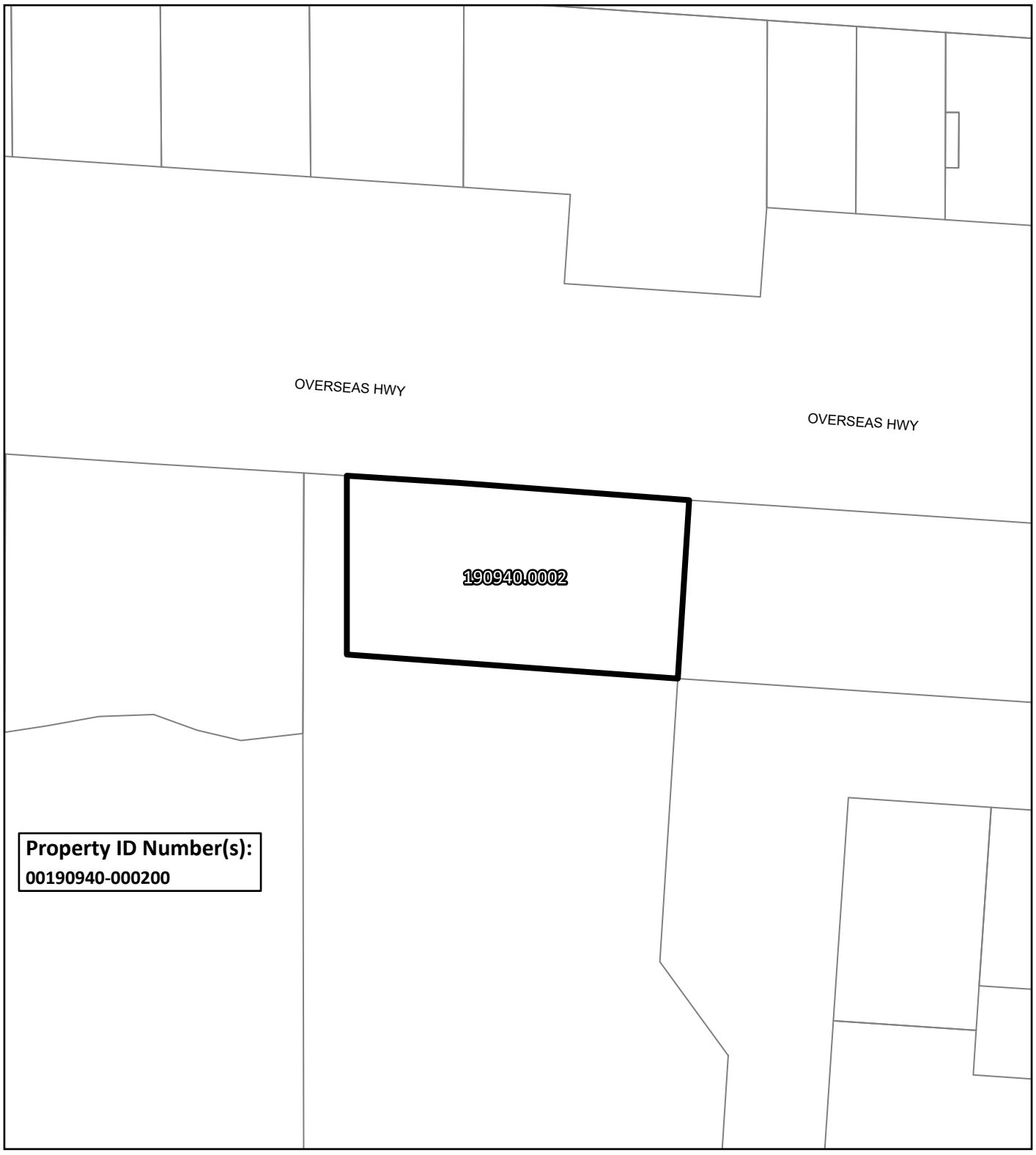

LUD
IS to C1
OVERSEAS HWY
OVERSEAS HWY
190940.0002
Summerla
Mile Mar
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N
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Exhibit 1 to Ordinance # _____ - 2025



The Monroe County Land Use District is amended as indicated above.

Land Use change of one parcel of land in Summerland Key from Improved Subdivision District (IS) to Commercial 1 District (C1).

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Date: 6/13/2024

MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

We strive to be caring, professional and fair

To: Monroe County Board of County Commissioners

Through: Emily Schemper, AICP, CFM, Growth Management Director

From: Barbara Powell, Planning Policy Advisor

Date: March 24, 2025

Subject: An Ordinance by the Monroe County Board of County Commissioners amending the the Land Use District (Zoning) Map from Improved Subdivision (IS) to Commercial 1 (C1) for Property Located at 24150 Overseas Highway, Summerland Key, More Particularly Described as a Portion of Lot 1, Dobies Subdivision, According to the Plat Thereof, Recorded at Plat Book 2, Page 95, Official Records of Monroe County, and a Portion Of Lot 21, Block 2, Summerland Cove, Addition 2, According to the Plat Thereof, Recorded at Plat Book 4, Page 100, Official Records of Monroe County, Currently Having Property Identification Number 00190940-000200, as Requested by Maciej Jarzebowski. (File 2024-030).

Meeting: April 16, 2025

I. REQUEST

On May 29, 2024, the Planning and Environmental Resources Department received an amended application from Spottswood, Spottswood, Spottswood, and Sterling PLCC, on behalf of Maciej Jarzebowski (the "Applicant") to amend the Land Use District (Zoning) Map amendment from Improved Subdivision (IS) to Commercial 1 (C1) for property located at 24150 Overseas Highway, Summerland Key, (the "Property") currently having Parcel Identification Number 00190940-000200.

The Applicant has also requested a corresponding Future Land Use Map (FLUM) from Residential Medium (RM) to Commercial (COMM).



Existing LUD (Zoning) Designation



Proposed LUD (Zoning) Designation

II. BACKGROUND INFORMATION

Site Information:

Location: MM 24, Summerland Key

Addresses: 24150 Overseas Highway

Description: A portion of Lot 1, Dobie's Subdivision, according to the Plat thereof, as recorded in Plat Book 2, Page 95, and a portion of Lot 21, Block 2, Summerland Key Cove Addition No. 2, according to the plat thereof as recorded in Plat Book 4, Page 100, Public Records of Monroe County, Florida

Parcel Identification Numbers: 00190940-000200

Boundary: Affected parcel is outlined in **black** in the images above.

Applicant: Maciej Jarzebowski

Agent: Spottswood, Spottswood, Spottswood, and Sterling PLCC

Size of Properties (cumulative): 18,844.46 SF of upland area per survey by Florida Keys Land Surveying, signed and sealed by Eric A. Saacs, surveyed on February 23, 2022.

FLUM Designation: Residential Medium (RM); pending application to amend to Commercial (COMM)

Land Use District: Improved Subdivision (IS); pending application to amend to Suburban Commercial (SC)

Tier Designation: III

Flood Zone: AE10 and AE11

CBRS: No

Existing Permitted Use: Vacant Land

Existing Vegetation/Habitat: Undeveloped Land

Community Character of Immediate Vicinity: Adjacent land uses include residential, transient residential, commercial, and public uses

The Applicant states that the reason for the proposed LUD (Zoning) amendment is:
"The property is directly on US Highway 1 and immediately adjacent to developed commercial uses. With this location characteristic. It is not suitable for residential purposes. . . The availability of residential ROGO allocation is uncertain in the future."

Concurrent Applications

File 2024-030: The Applicant has also requested a corresponding Future Land Use Map (FLUM) from Residential Medium (RM) to Commercial (COMM).

Community Meeting and Public Participation

In accordance with LDC Section 102-159(a), a community meeting is required to be held. The virtual meeting was held on August 26, 2024, to discuss the proposed Future Land Use Map (FLUM) and corresponding Land Use District (Zoning) Map amendments and provide for public participation. There were two speakers and one attorney representing a speaker. The adjacent property owner expressed concern about a Commercial development close to his guesthouse and spoke about an ongoing trespassing issue with a different adjacent property. Another speaker expressed concern about commercial uses near residential.

Development Review Committee Meeting and Public Input

On September 24, 2024, the Development Review Committee Meeting considered the proposed amendment and provided for public input. Issues similar to those raised at the community meeting were again raised.

Planning Commission Meeting and Public Input

On October 23, 2024, the Planning Commission met and considered the proposed amendment, ~~and~~ provided for public input and recommended approval through Resolution P22-24.

Van Fischer, representing the property adjacent to the subject property, stated that the property owners are concerned about negative effects to property value and potential disturbance from whatever activities may take place. County staff noted that Monroe County Land Development Code provides that properties zoned Commercial 1 adjoining properties zoned Improved Subdivision are required to install a Class D buffer (Sec. 114-126. - District Boundary Buffers). A Class D landscape buffer can be 20 feet or as little as 16 feet with a solid fence. The new use would be responsible for the buffer.

Prior Relevant BOCC Action

On July 22, 2019, the Planning & Environmental Resources Department a Plat Lot Line Adjustment of the common lot lines shared between Lots 21 , Block 2, Summerland Key Cove Addition No. 2 (PB4-IOO) and Lot I, Amended Plat of Dobie's Subdivision (PB2- 135), having Real Estate number 00190940-000000; Lot 2, Amended Plat of Dobie's Subdivision (PB2-135), having Real Estate number 00188710-000000; and Lot 3, Amended Plat of Dobie's Subdivision (PB2-135), having Real Estate number 00188720-000000.

On May 17, 2023 the Monroe County Board of County Commissioners approved Ordinance No. 010-2023 which amended the Tier Map Overlay designation for the subject property identified as currently bearing Property Identification Number 00190940-000200 to be amended from Tier III-A (SPA) to Tier III.

III. AMENDMENT REVIEW

Land Use Designation (Zoning) Comparisons

Existing

Sec. 130-36. Purpose of the Improved Subdivision District (IS).

The purpose of the IS district is to accommodate the legally vested residential development rights of the owners of lots in subdivisions that were lawfully established and improved prior to the adoption of this LDC. For the purpose of this section, improved lots are those that are served by a dedicated and accepted existing road of porous or nonporous material, that have an approved potable water supply, and that have sufficient uplands to accommodate the proposed use in accordance with the required setbacks. This district is not intended to be used for new land use districts of this classification within the county.

Proposed

Sec. 130-28. Purpose of the Commercial 1 District (C1).

The purpose of the C1 district is to establish areas for commercial retail, public, institutional and office uses designed and intended primarily to serve the needs of immediately surrounding residential areas. This district should be established at locations convenient and accessible to residential uses to reduce trips on U.S. 1.

Maximum Development Potential by FLUM Designation and Land Use District (Zoning)			
Existing Zoning/FLUM	**Type**	**Adopted Standards**	**Development Potential**
Improved Subdivision (IS)/ Gross Upland Area: 18,844.46 sf / 0.43 acres	Market Rate Allocated Density	1.0 du/lot	1 du
	TDR/Market Rate Residential Max. Net Density	0	0 du
	Affordable Residential Max. Net Density	0	0 du
	Transient Allocated Density	0	0 du
	Transient Max. Net Density	0	0 du
	Nonresidential Uses	0	0 sf
Proposed Zoning	**Type**	**Adopted Standards**	**Development Potential**
Commercial 1/ (C1) Gross Upland Area: 18,844.46 sf / 0.43 acres	Market Rate Allocated Density	0	0 du
	TDR/Market Rate Residential Max. Net Density	0	0 du
	Affordable Residential Max. Net Density	0	0 du
	Transient Allocated Density	0	0 du

	Transient Max. Net Density	0	0 du
	Nonresidential Uses	0.15-0.40 FAR	2,261.34 sf - 6,030.23 sf
Net Change in Development Potential of Cumulative Properties Based on FLUM/LUD Amendments	**Type**		**Net Change**
	Market Rate Allocated Density		-1 du
	TDR/Market Rate Residential Max. Net Density		n/a
	Affordable Residential Max. Net Density		n/a
	Transient Allocated Density		n/a
	Transient Max. Net Density		n/a
	Nonresidential Uses		+ 2,261.34 sf - 6,030.23 sf

Maximum Density and Intensity by Land Use District

The table above provides a comparison of the development potential for residential, transient and commercial development of the Properties under the existing Land Use (zoning) District and FLUM category as compared to the proposed, amended, zoning district and FLUM. Section 130-156(b) of the Land Development Code states: "The density and intensity provisions set out in this section are intended to be applied cumulatively so that no development shall exceed the total density limits of this article. For example, if a development includes both residential and commercial development, the total gross amount of development shall not exceed the cumulated permitted intensity of the parcel proposed for development."

As shown in the orange portion of the table, the proposed LUD amendment would result in **a decrease of allocated market rate density and an increase in nonresidential intensity**. The TDR/market rate residential maximum net density, affordable residential maximum net density, and transient density would remain at 0.

Any new or expanded nonresidential floor area would require an NROGO allocation in accordance with LDC Section 138-49.

The total amount of new nonresidential floor area that could be constructed on the Property would be dependent on the size of the property to be developed and the actual use proposed. Below is a table detailing the maximum floor area ratios permitted based on proposed use within the Commercial 1 LUD in accordance with LDC Section 130-164.

Use within Commercial 1 (C1)	**Maximum Floor Area Ratio**
Low Intensity Commercial Retail or Restaurant	0.35
Medium Intensity Commercial Retail or Restaurant	0.25
High Intensity Commercial Retail or Restaurant	0.15
Office	0.40

Light Industrial	0.30
Institutional	0.30
Public Buildings/Uses	0.30
Commercial Recreation	0.25

Compliance with Comprehensive Plan Policy 101.5.26

The proposed Zoning amendment from Improved Subdivision to Commercial 1 and corresponding Future Land Use Map (FLUM) amendment from Residential Medium to Commercial eliminates all residential allocated density on the Properties and therefore eliminates the need to mitigate under Policy 101.5.26.

Compatibility with the Surrounding Area

a. Existing Vegetation/Habitat: Undeveloped Land, Impervious Surface
b. Existing Tier Designation: III, Tier I properties across US 1
c. Number of Listed Endangered or Threatened Species: 0
d. Existing Use: Vacant
e. Community Character of Immediate Vicinity: Adjacent land uses include residential, transient residential, restaurant, commercial, and public uses

Concurrency Analysis (Comprehensive Plan Policy 101.1.1)

Monroe County shall ensure that all development and redevelopment taking place within its boundaries does not result in a reduction of the level-of-service requirements established and adopted by this comprehensive plan. Further, Monroe County shall ensure that comprehensive plan amendments include an analysis of the availability of facilities and services or demonstrate that the adopted levels of service can be reasonably met.

Traffic Circulation (Comprehensive Plan Policy 301.1.2)

The Properties are located on Overseas Highway/ U.S. 1 on Summerland Key at approximate mile marker 24. Pursuant to the Comprehensive Plan, the level of service standard for US 1 is LOS of "C." According to the 2021 US 1 Arterial Travel Time and Delay Study, US 1 overall is operating at a LOS of "C" and Segment 7 on Summerland Key (MM 23.0 to MM 25.0) is operating at a LOS of "B."

At the time of development approval, a trip generation analysis will be required to be submitted in order to verify sufficient roadway capacity. According to the 2021 US 1 Arterial Travel Time and Delay Study, the maximum reserve volume for Segment 7 is 2,040 trips.

Potable Water (Comprehensive Plan Policy 701.1.1)

Florida Keys Aqueduct Authority's water treatment facility in Florida City has a maximum water treatment design capacity of 29.8 million gallons per day (MGD) and is capable of treating up to 23.8 MGD. The annual average daily demand in Monroe County is 17.79 MGD.

The proposed FLUM amendment would decrease permanent allocated residential density beyond what is already permitted. The proposed FLUM amendment is not anticipated to adversely impact the LOS for potable water.

Solid Waste (Comprehensive Plan Policy 801.1.1)

Monroe County has a contract with Waste Management authorizing the use of in-state facilities through September 30, 2024. Currently, there is adequate capacity for solid waste generation. All commercial solid waste is handled by private contract.

Sanitary Sewer (Comprehensive Plan Policy 901.1.1

The County has adopted water quality treatment standards for wastewater facilities and within the Sanitary Wastewater Treatment Master Plan, Exhibit 3-8, has stated the LOS standard for residential and nonresidential flow is 167 gallons per day per equivalent dwelling unit (EDU). The proposed FLUM amendment would decrease the permanent allocated residential density. The combined average flows of the Cudjoe Regional Wastewater Treatment System are 620,000 gpd, whereas the plant capacity is 940,000 gpd.[1] Any proposed development on the site will either need to connect to the Cudjoe Regional Wastewater Treatment District central sewer system or provide on-site sewage treatment and disposal that meets the LOS standards in Policy 901.1.1.

The proposed FLUM amendment is not anticipated to adversely impact the LOS for traffic, potable water, solid waste nor sanitary sewer.

IV. CONSISTENCY WITH THE MONROE COUNTY YEAR 2030 COMPREHENSIVE PLAN, THE LOWER KEYS LIVABLE COMMUNIKEYS PLAN, THE MONROE COUNTY LAND DEVELOPMENT CODE, AND THE PRINCIPLES FOR GUIDING DEVELOPMENT

A. The proposed amendment is consistent with the Goals, Objectives and Policies of the Monroe County Year 2030 Comprehensive Plan. Specifically, it furthers:

Goal 101

Monroe County shall manage future growth to enhance the quality of life, ensure the safety of County residents and visitors, and protect valuable natural resources.

Objective 101.4

Monroe County shall regulate nonresidential development to maintain a balance of land uses to serve the needs of the future population of Monroe County.

Policy 101.4.1

Monroe County shall maintain a Permit Allocation System for new nonresidential floor area, known as the Nonresidential Rate of Growth Ordinance (NROGO) System. Monroe County shall maintain a balance between residential and nonresidential growth by limiting the floor area of new nonresidential development available within the County to maintain a maximum of 47,083 square feet of floor area per NROGO year. The nonresidential allocation allowed by this policy shall be distributed on an annual basis, pursuant to Policy 101.4.3. The NROGO allocation system shall apply within the unincorporated area of the county, excluding areas within the county mainland and within the Ocean Reef planned development (Future development in the Ocean Reef planned development is based upon the December 2010 Ocean Reef Club Vested Development Rights Letter recognized and issued by the Department of Community Affairs**).**

Objective 101.5

[1] FINAL – 2023–2024 Lower East Coast Water Supply Plan Update | Appendix E-46

Monroe County shall regulate future development and redevelopment to maintain and enhance the character of the community and protect natural resources by providing for the compatible distribution of land uses consistent with the designations shown on the Future Land Use Map.

Policy 101.5.8

The principal purpose of the Commercial (COMM) future land use category is to provide for the establishment of commercial zoning districts where various types of commercial retail; highway-oriented sales and services; commercial recreation; light industrial; public, institutional and office uses may be permitted at intensities which are consistent with the community character and the natural environment. The commercial zoning districts established within this category are intended to serve the immediate vicinity or serve the Upper or Lower subarea. This category is not intended to accommodate transient or permanent residential development.

In order to protect environmentally sensitive lands, the following development controls shall apply to all Tier I lands within this land use category:

1. only low intensity commercial uses shall be allowed; and
2. a maximum floor area ratio of 0.15 shall apply. (Ord. No. 010-2013)

Policy 101.5.25

Monroe County hereby adopts the following density and intensity standards for the future land use categories, which are shown on the FLUM and described in Policies 101.5.1 - 101.5.20.

Future Land Use Densities and Intensities				
Future Land Use Category and Corresponding Zoning	Residential [l]		Nonresidential	Minimum Open Space Ratio [c]
	Allocated Density [a] (per upland acre)	Maximum Net Density [a] [b] (per buildable acre)	Maximum Intensity (floor area ratio)	
Commercial (COMM) (C1 and C2 zoning)	0 du 0 rooms/spaces	N/A N/A	0.15—0.50	0.20

Policy 101.5.26

In order to continue to implement the Florida Keys Carrying Capacity Study, Monroe County shall promote the reduction in overall County residential density and the preservation of Monroe County's native habitat by enacting legislation which implements the following policy statements for private applications for future land use map amendments which increase allowable residential allocated density. Private application(s) means those applications from private entities with ownership of the upland development and parcel(s) of land or includes private upland development on County-owned land.

Per the Applicant: *The current density for the parcel is 1 unit per lot. With the change to COMM there is no allowed residential density of any type. Therefore, this change of land use district will not*

change the overall density in the County and therefore Policy 101.5.26 requirements for offsetting density decreases elsewhere is not triggered.

Objective 101.19
Monroe County shall address local community needs while balancing the needs of all Monroe County communities. These efforts shall focus on the human crafted environment and shall be undertaken through the Livable CommuniKeys Planning Program.

Policy 101.19.2
The Community Master Plans shall be incorporated into the 2030 Comprehensive Plan as a part of the plan and be implemented as part of the Comprehensive Plan. The following Community Master Plans have been completed in accordance with the principles outlined in this section and adopted by the Board of County Commissioners:

6. The Lower Keys Livable CommuniKeys Plan is incorporated by reference into the Monroe County Comprehensive Plan. Adopted By Ordinance 031-2012.

Goal 102
Monroe County shall direct future growth to lands which are most suitable for development and shall encourage conservation and protection of environmentally sensitive lands (wetlands, beach berm and tropical hardwood hammock).

Objective 102.3
Monroe County shall maintain land development regulations which will direct new development to areas having appropriate topography and soil conditions and to where site disturbance and man's activities will have fewer adverse effects on natural vegetation, terrestrial wildlife, natural landforms and marine resources.

Objective 105.1
Monroe County shall continue to implement smart growth initiatives in conjunction with its Livable CommuniKeys and Land Acquisition Programs which promote innovative and flexible development processes to preserve the natural environment, maintain and enhance the community character and quality of life, redevelop blighted commercial and residential areas, remove barriers to design concepts, reduce sprawl, and direct future growth to appropriate infill areas.

Policy 105.1.3
Monroe County shall, through its development standards and Land Development Code, continue to foster the retention and redevelopment of small businesses on the U.S.1.

B. The proposed amendment <u>is consistent</u> with the Lower Keys Livable CommuniKeys Plan Specifically it furthers:

Goal 1:
Monroe County shall manage future growth to preserve the rural or low density community character, protect the natural environment of the Lower Keys, and maintain and encourage commercial

revitalization along the U.S. 1 corridor. Community character includes the cultural/traditional heritage, physical character, and scale of the businesses that serve the local community in the Lower Keys area.

Objective 1.1
Monroe County shall continue to manage the rate of residential and non-residential growth in the Lower Keys to maintain adequate levels of service and ensure a balance of land use to serve the existing and future population. Use of the Tier System as the primary means to conserve natural areas, focus state and county acquisition programs, manage growth in transition areas, and guide development to areas most appropriate for new infill development and redevelopment.

Policy Item 1.1.1:
Monroe County is recommended to conduct an analysis, as part of the Comprehensive Plan Update, to determine the Lower Keys "fair share" of projected residential and non-residential growth based on assessments of the availability of appropriate sites for development (vacant, unconstrained lots in improved subdivisions, vacant sites along U.S. 1, and developed properties deemed appropriate or prone to redevelopment), the existing and projected demand for commercial services, and the community's desire to support and improve existing businesses that serve the local community.

Objective 1.4
Monroe County shall encourage programs and initiatives to promote the retention of existing and the creation of new businesses along the U.S. 1 Corridor that serve the local community.

Policy Item 1.4.4:
To protect the viability of existing businesses and prevent additional strip commercial development along U.S. 1, Monroe County is encouraged to not support the designation of new commercial land use districts outside areas currently designated Mixed Use/Commercial on the Future Land Use Map. Changes in the existing boundaries of the Mixed Use/Commercial land use category may only occur as part of the Community Center designation process.

Objective 1.5
Monroe County shall conduct an evaluation to determine the extent of areas along the U.S. 1 corridor for compact mixed use development and prepare changes in policy and land development regulations to encourage appropriate investment, conserve natural areas, support businesses that serve the local community, and ensure compatibility with adjacent residential areas.

Policy Item 1.5.1:
The following areas designated as Mixed Use Commercial on the FLUM may be evaluated to determine their potential for designation as Community Centers.

- Lower Sugarloaf Key (MM 16-17)
- Cudjoe Key (MM 22-23)
- Summerland Key (MM 24-25)
- Ramrod Key (MM 26.5-27.5)

D. For text amendments to the Comprehensive Plan and FLUM amendments, the BOCC must also consider the analyses identified in Chapter 163, Florida Statutes and must find that the amendment is consistent with the principles for guiding development as defined in Section 380.0552, Florida Statutes.

Per the Applicant,

For the purposes of reviewing consistency of the adopted plan or any amendments to that plan with the principles for guiding development and any amendments to the principles, the principles shall be construed as a whole and no specific provision shall be construed or applied in isolation from the other provisions.

(a) Strengthening local government capabilities for managing land use and development so that local government is able to achieve these objectives without continuing the area of critical state concern designation.
(b) Protecting shoreline and benthic resources, including mangroves, coral reef formations, seagrass beds, wetlands, fish and wildlife, and their habitat.
(c) Protecting upland resources, tropical biological communities, freshwater wetlands, native tropical vegetation (for example, hardwood hammocks and pinelands), dune ridges and beaches, wildlife, and their habitat.
(d) Ensuring the maximum well-being of the Florida Keys and its citizens through sound economic development.
(e) Limiting the adverse impacts of development on the quality of water throughout the Florida Keys.
(f) Enhancing natural scenic resources, promoting the aesthetic benefits of the natural environment, and ensuring that development is compatible with the unique historic character of the Florida Keys.
(g) Protecting the historical heritage of the Florida Keys.
(h) Protecting the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments, including:
    1. The Florida Keys Aqueduct and water supply facilities;
    2. Sewage collection, treatment, and disposal facilities;
    3. Solid waste treatment, collection, and disposal facilities;
    4. Key West Naval Air Station and other military facilities;
    5. Transportation facilities;
    6. Federal parks, wildlife refuges, and marine sanctuaries;
    7. State parks, recreation facilities, aquatic preserves, and other publicly owned properties;
    8. City electric service and the Florida Keys Electric Co-op; and
    9. Other utilities, as appropriate.
(i) Protecting and improving water quality by providing for the construction, operation, maintenance, and replacement of stormwater management facilities; central sewage collection; treatment and disposal facilities; and the installation and proper operation and maintenance of onsite sewage treatment and disposal systems.
(j) Ensuring the improvement of nearshore water quality by requiring the construction and operation of wastewater management facilities that meet the requirements of ss. 381.0065(4)(l) and 403.086(10), as applicable, and by directing growth to areas served by central wastewater treatment facilities through permit allocation systems.
(k) Limiting the adverse impacts of public investments on the environmental resources of the Florida Keys.

(l) Making available adequate affordable housing for all sectors of the population of the Florida Keys.
(m) Providing adequate alternatives for the protection of public safety and welfare in the event of a natural or manmade disaster and for a postdisaster reconstruction plan.
(n) Protecting the public health, safety, and welfare of the citizens of the Florida Keys and maintaining the Florida Keys as a unique Florida resource.

Pursuant to Section 380.0552(7) Florida Statutes, the proposed amendment is not inconsistent with the Principles for Guiding Development as a whole and is not inconsistent with any Principle.

E. In no event shall an amendment be approved which will result in an adverse change in community character to the sub-area which a proposed amendment affects or to any area in accordance with a Livable CommuniKeys master plan pursuant to findings of the BOCC.

Per the Applicant, "The Livable CommuniKeys Plan recognizes the commercial areas immediately next door that contain the offices and labs of the Mote Marina Institute which may be a potential user of any facility that could be developed with a change to SC [C1][2] zoning. This change of destination supports the CommuniKeys goal of further limiting the residential density of the Lower Keys."

Staff does not anticipate that approval of the proposed amendment of the land use designation (zoning) to result in an adverse change in community character to the sub-area which the proposed amendment affects.

V. PROCESS

Any landowner or other person having a contractual interest in property desiring to petition the BOCC for an amendment to the land use (zoning) district map, overlay district map or FLUM shall be required to file an application with the Planning Director accompanied by a nonrefundable application fee as established from time to time by the BOCC to defray the actual cost of processing the application. After receipt, the Planning Director and his or her staff shall review the proposed amendment and present it with a recommendation of approval or denial to the Development Review Committee for review and comment. Staff shall make a recommendation to the Planning Commission.

The Planning Commission shall review the application, the reports and recommendations of the Planning and Environmental Resources Department, the comments of the Development Review Committee, and the testimony given at the public hearing, and shall submit its recommendations and findings to the BOCC.

The BOCC shall consider the reports and recommendation of the Planning Commission, Planning and Environmental Resources Department staff, and the testimony given at the public hearings.

VII. STAFF RECOMMENDATION

Staff recommends approval of the proposed LUD (Zoning) amendment from Improved Subdivision (IS) to Commercial 1 (C1) for properties located at 24150 Overseas Highway Summerland Key.

[2] The original application proposed amending the FLUM designation from Residential Medium to Mixed-Use Commercial and zoning map amendment from Improved Subdivision to Suburban Commercial. The Applicant modified the application on May 29, 2024 to Commercial FLUM designation and Commercial 1 zoning designation.

VIII. EXHIBITS

1. 11” X 17” Map Series LUD (Zoning) Amendment
2. LUD Ordinance

Q3

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: Q3
2023-3852

BULK ITEM: No

DEPARTMENT: Planning & Environmental Resources

TIME APPROXIMATE:

STAFF CONTACT: Barbara Powell

AGENDA ITEM WORDING: A Public Hearing to Consider Approval of a Resolution Transmitting to the State Land Planning Agency an Ordinance, as Proposed by Gustavo Solis, Amending the Monroe County Future Land Use Map (FLUM) from Residential Medium (RM) to Mixed-Use Commercial (MC) for Property Located at 1104001 Overseas Highway, Key Largo, Lots 1 through 8, Block 7 Largo Sound Village, according to the Plat Thereof, as Recorded in Plat Book 4, at Page 92, of the Official Records of Monroe County, Currently Having Parcel Identification Numbers 00475160-000000, 00475170-000000, 00475180-000000, 00475190-000000, 00475200-000000 00475220-000000, and 00475230-000000.

ITEM BACKGROUND:

On May 24, 2024, the Monroe County Planning and Environmental Resources Department ("Department") received an application from Ty Harris, on behalf of Gustavo Solis (the "Applicant") to amend the Monroe County Future Land Use Map ("FLUM") from Residential Medium ("RM") to Mixed-Use Commercial ("MC") for property located at 104001 Overseas Highway, Key Largo, currently having Parcel Identification Numbers 00475160-000000, 00475170-000000, 00475180-000000, 00475190-000000, 00475200-000000 00475220-000000, and 00475230-000000.

See attached Staff Report for complete analysis.

PREVIOUS RELEVANT BOCC ACTION:
NA

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
NA

STAFF RECOMMENDATION:

Professional staff recommends approval of the proposed FLUM amendment from Residential Medium (RM) to Mixed-Use Commercial (MC) for the subject properties located at 104001 Overseas Highway, Key Largo.

DOCUMENTATION:

Exhibit A to Resolution - Ordinance.docx
Exhibit 1 to Ordinance - Map.pdf
11 X 17 Map Series FLUM Amendment.pdf
2024-099_BOCC_SR_FLUM.pdf
Transmittal_Resolution.pdf

FINANCIAL IMPACT:
NA

EXHIBIT A TO RES. NO. ____ - 2025

MONROE COUNTY, FLORIDA
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
ORDINANCE NO. ____ - 2025

AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE MONROE COUNTY FUTURE LAND USE MAP FROM RESIDENTIAL MEDIUM (RM) TO MIXED-USE COMMERCIAL (MC) FOR PROPERTY LOCATED AT 104001 OVERSEAS HIGHWAY, KEY LARGO, LOTS 1 THROUGH 8, BLOCK 7 LARGO SOUND VILLAGE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, AT PAGE 92, OF THE PUBLIC RECORDS OF MONROE COUNTY, CURRENTLY HAVING PARCEL IDENTIFICATION NUMBERS 00475160-000000, 00475170-000000, 00475180-000000, 00475190-000000, 00475200-000000 00475220-000000, AND 00475230-000000; AS PROPOSED BY GUSTAVO SOLIS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR INCLUSION IN THE MONROE COUNTY COMPREHENSIVE PLAN AND FOR AMENDMENT TO THE FUTURE LAND USE MAP; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 24, 2024, the Planning and Environmental Resources Department received an application from Ty Harris, on behalf of Gustavo Solis (the Applicant) to amend the Monroe County Future Land Use Map (FLUM) from Residential Medium (RM) to Mixed-Use Commercial (MC) for property located at 104001 Overseas Highway, Key Largo, Lots 1 through 8, Block 7 Largo Sound Village, according to the plat thereof, as recorded in plat book 4, at page 92, of the public records of Monroe County, currently having parcel identification numbers 00475160-000000, 00475170-000000, 00475180-000000, 00475190-000000, 00475200-000000 00475220-000000, and 00475230-000000; and

WHEREAS, the Applicant has also requested a corresponding Land Use (Zoning) District map amendment for the subject property from Improved Subdivision (IS) to Commercial 1 (C1); and

WHEREAS, the Monroe County Development Review Committee (DRC) considered the proposed amendment at a regularly scheduled meeting held on January 21, 2025; and

WHEREAS, the Monroe County Planning Commission held a public hearing on the February 25, 2025, for review and recommendation on the proposed Future Land Use Map amendment; and

WHEREAS, the Monroe County Planning Commission made the following findings of fact and conclusions of law:

1. The proposed FLUM is not anticipated to adversely impact the community character of the surrounding area;
2. The proposed FLUM is not anticipated to adversely impact the Comprehensive Plan adopted Level of Service (LOS);
3. The proposed amendment is consistent with the Goals, Objectives and Policies of the Monroe County Year 2030 Comprehensive Plan; and
4. The proposed amendment is consistent with the Principles for Guiding Development for the Florida Keys Area of Critical State Concern, Sec. 380.0552(7), F.S.;
5. The proposed amendment is consistent with Part II of Chapter 163, Florida Statute; and
6. The proposed amendment will not result in an adverse change in community character to the sub-area which a proposed amendment affects or to any area in accordance with the Lower Keys Livable Communikeys Master Plan pursuant to findings of the BOCC.

WHEREAS, the Monroe County Planning Commission adopted Resolution No. P05-25 recommending to the Monroe County Board of County Commissioners approval of the proposed amendment; and

WHEREAS, at a regular meeting held on the 16th day of April, 2025, the Monroe County Board of County Commissioners held a public hearing to consider the transmittal of the proposed amendment, considered the staff report and provided for public comment and public participation in accordance with the requirements of state law and the procedures adopted for public participation in the planning process; and

WHEREAS, the State Land Planning Agency reviewed the amendment and issued an Objections, Recommendations and Comments (ORC) report on _____, received by the County on _____; and

WHEREAS, the ORC report <*did/did not*> identify any objections, or comments to the proposed amendment; and

WHEREAS, the County has 180 days from the date of receipt of the ORC to adopt the proposed amendment, adopt the amendment with changes or not adopt the amendment; and

WHEREAS, at a regularly scheduled meeting on the _____day of _____, _____, the BOCC held a public hearing to consider adoption of the proposed Comprehensive Plan text amendment;

NOW, THEREFORE, BE IT ORDAINED BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS:

Section 1. The Future Land Use Map of the Monroe County 2030 Comprehensive Plan is amended as follows:

> The property located at 104001 Overseas Highway, Key Largo, currently having Parcel Identification Numbers 00475160-000000, 00475170-000000, 00475180-000000, 00475190-000000, 00475200-000000 00475220-000000, AND 00475230-000000; is changed from Residential Medium (RM) to Mixed-Use Commercial (MC) as shown on Exhibit 1, attached hereto and incorporated herein.

Section 2. Severability. If any section, subsection, sentence, clause, item, change, or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such validity.

Section 3. Repeal of Inconsistent Provisions. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

Section 4. Transmittal. This ordinance shall be transmitted by the Director of Planning to the State Land Planning Agency pursuant to Chapter 163 and 380, Florida Statutes.

Section 5. Filing and Effective Date. This ordinance shall be filed in the Office of the secretary of the State of Florida but shall not become effective until a notice is issued by the State Land Planning Agency or Administration Commission finding the amendment in compliance, and if challenged, until such challenge is resolved pursuant to Chapter 120, Florida Statutes.

Section 6. Inclusion in the Comprehensive Plan. The foregoing amendment shall be incorporated in the Monroe County Comprehensive Plan and included on the Future Land Use Map.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting held on the ____day of_____,_____.

Mayor James K. Scholl, District 3 _____
Mayor *Pro Tem* Michelle Lincoln, District 2 _____
Commissioner Craig Cates, District 1 _____
Commissioner David Rice, District 4 _____
Commissioner Holly Merrill Raschein, District 5 _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY _____
MAYOR JAMES K. SCHOLL

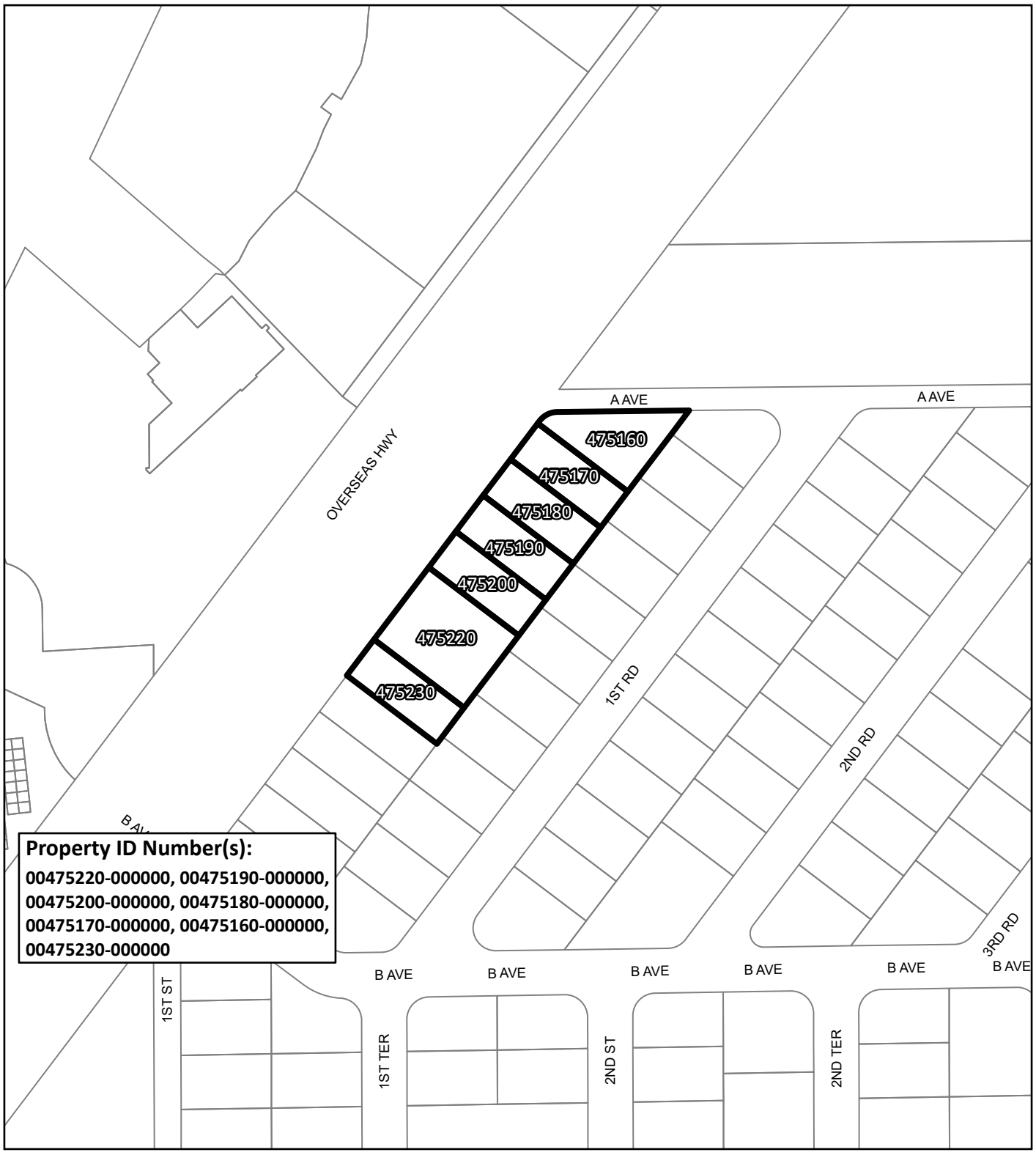
(SEAL)

ATTEST: KEVIN MADOK, CLERK

_____

AS DEPUTY CLERK

Exhibit 1 to Ordinance # _____ - 2024



Property ID Number(s):
00475220-000000, 00475190-000000, 00475200-000000, 00475180-000000, 00475170-000000, 00475160-000000, 00475230-000000

The Monroe County Future Land Use District is amended as indicated above.

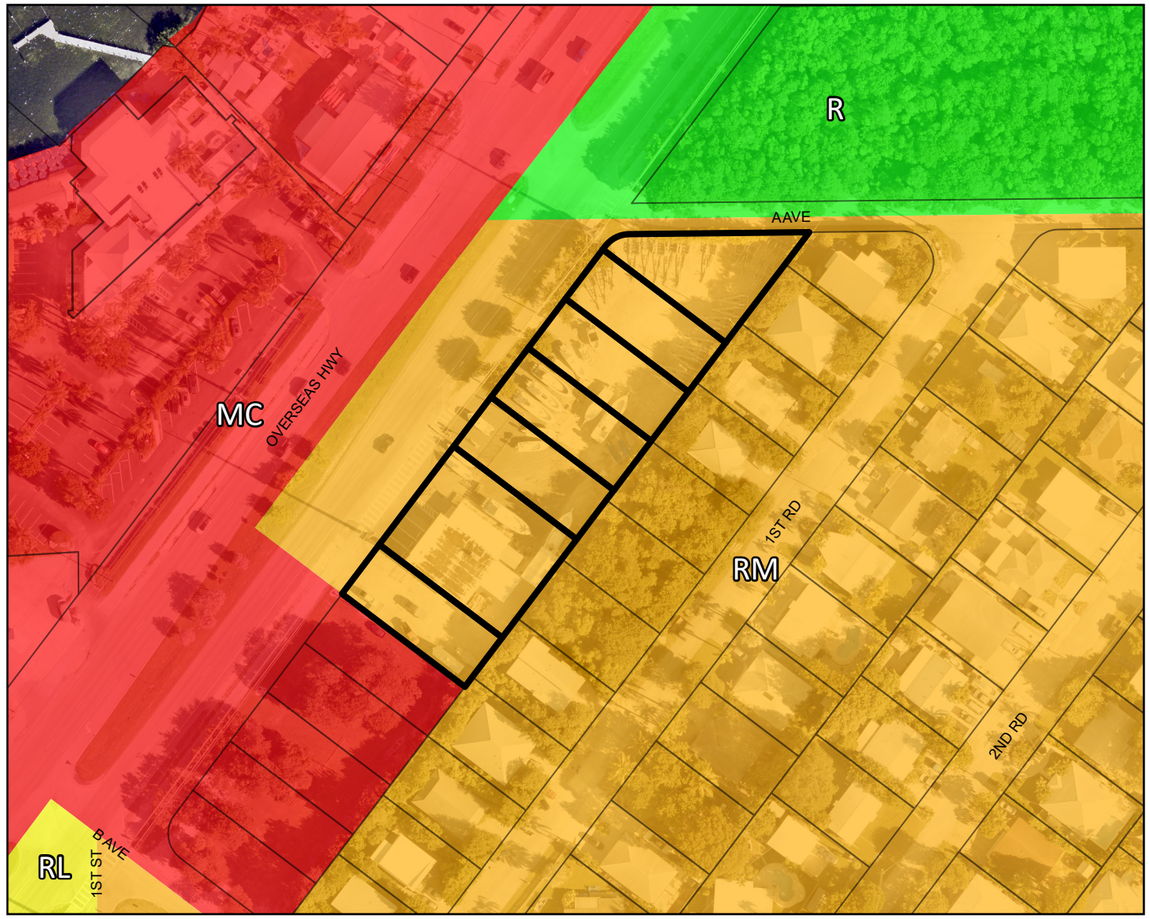
Future Land Use change of seven parcels of land in Key Largo from Residential Medium (RM) to Mixed Use/Commercial (MC).

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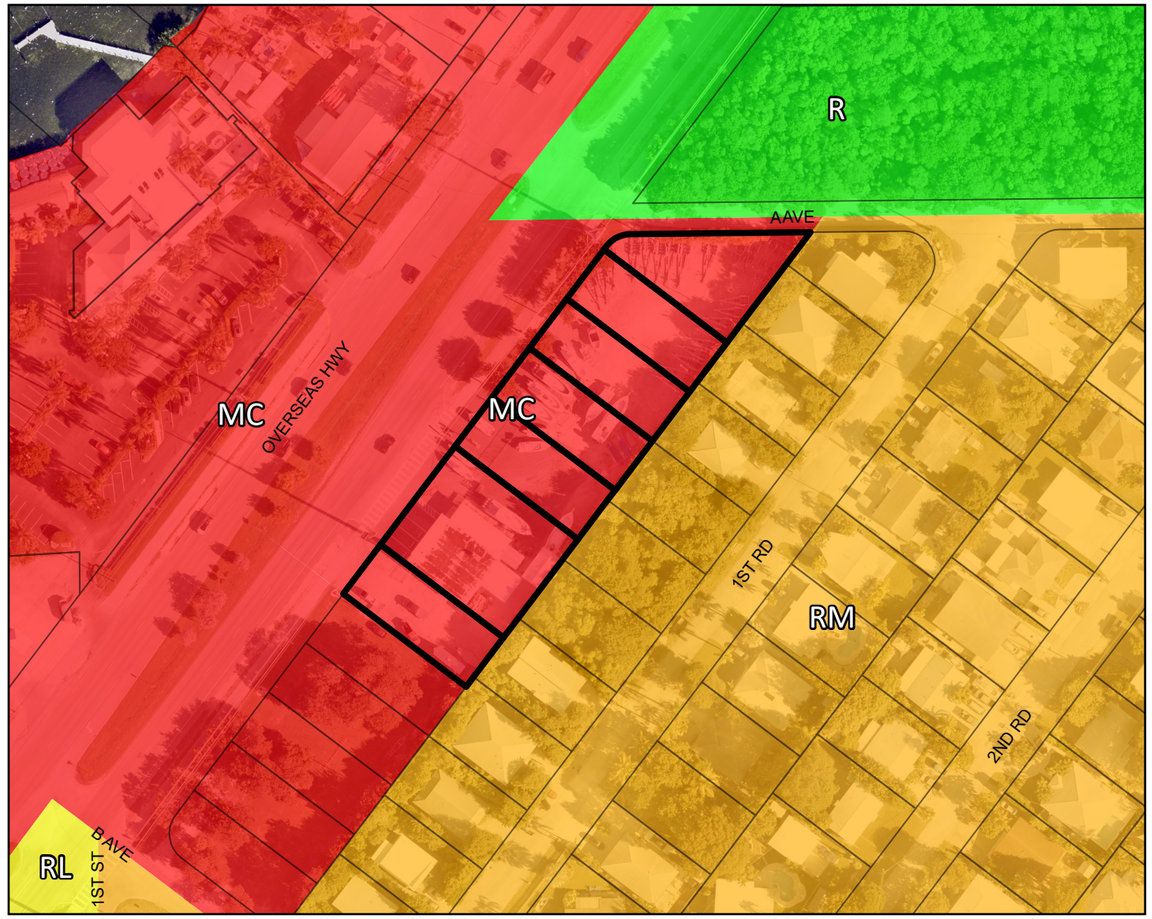
Date: 7/8/2024

Monroe County Future Land Use Amendment

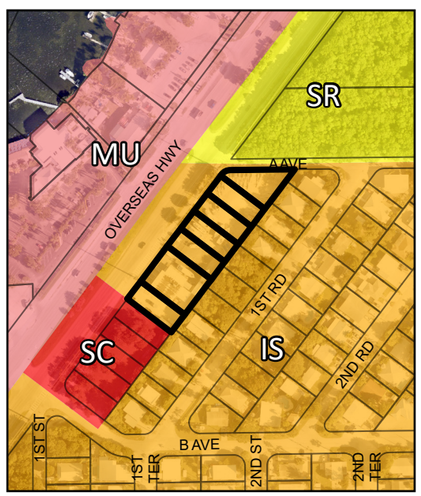


0 50 100 200 Feet

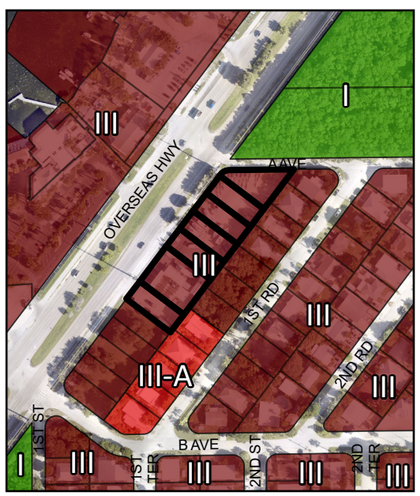
Existing Conditions



Proposed Conditions



Land Use District



Tier Overlay District

Planning & Environmental Resources

The Monroe County Future Land Use District is proposed to be amended as indicated above and briefly described as:

Key: Key Largo Mile Marker: 104

Acreage: 1.17

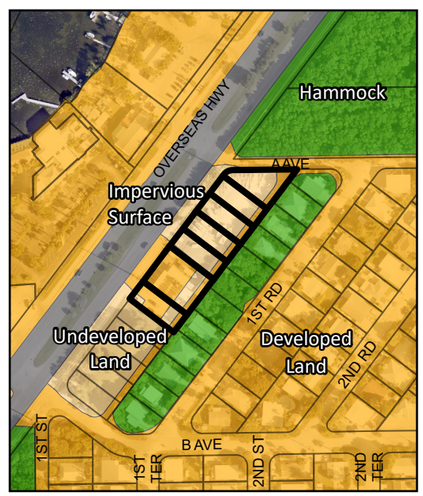
Proposal: Future Land Use change of seven parcels from Residential Medium (RM) to Mixed Use/Commercial (MC)

Property ID Number(s):

00475220-000000, 00475190-000000, 00475200-000000, 00475180-000000, 00475170-000000, 00475160-000000, 00475230-000000

Monroe County Future Land Use	
A - Agriculture	MC - Mixed Use/Commercial
AD - Airport District	MCF - Mixed Use/Commercial Fishing
C - Conservation	MN - Mainland Native
COMM - Commercial	PB - Public Buildings/Lands
E - Education	PF - Public Facilities
I - Industrial	R - Recreation
INC	RC - Residential Conservation
INS - Institutional	RH - Residential High
M - Military	RL - Residential Low
	RM - Residential Medium

This map is for use by the Monroe County Planning & Environmental Resources Department only. The data contained herein is not a legal representation of boundaries, parcels, roads, right-of-ways or other geographical data.



Land Cover Habitat



Number of Protected Spe

Data Source: Monroe County - Planning & Environmental Resources - GIS

Date: 7/8/2024

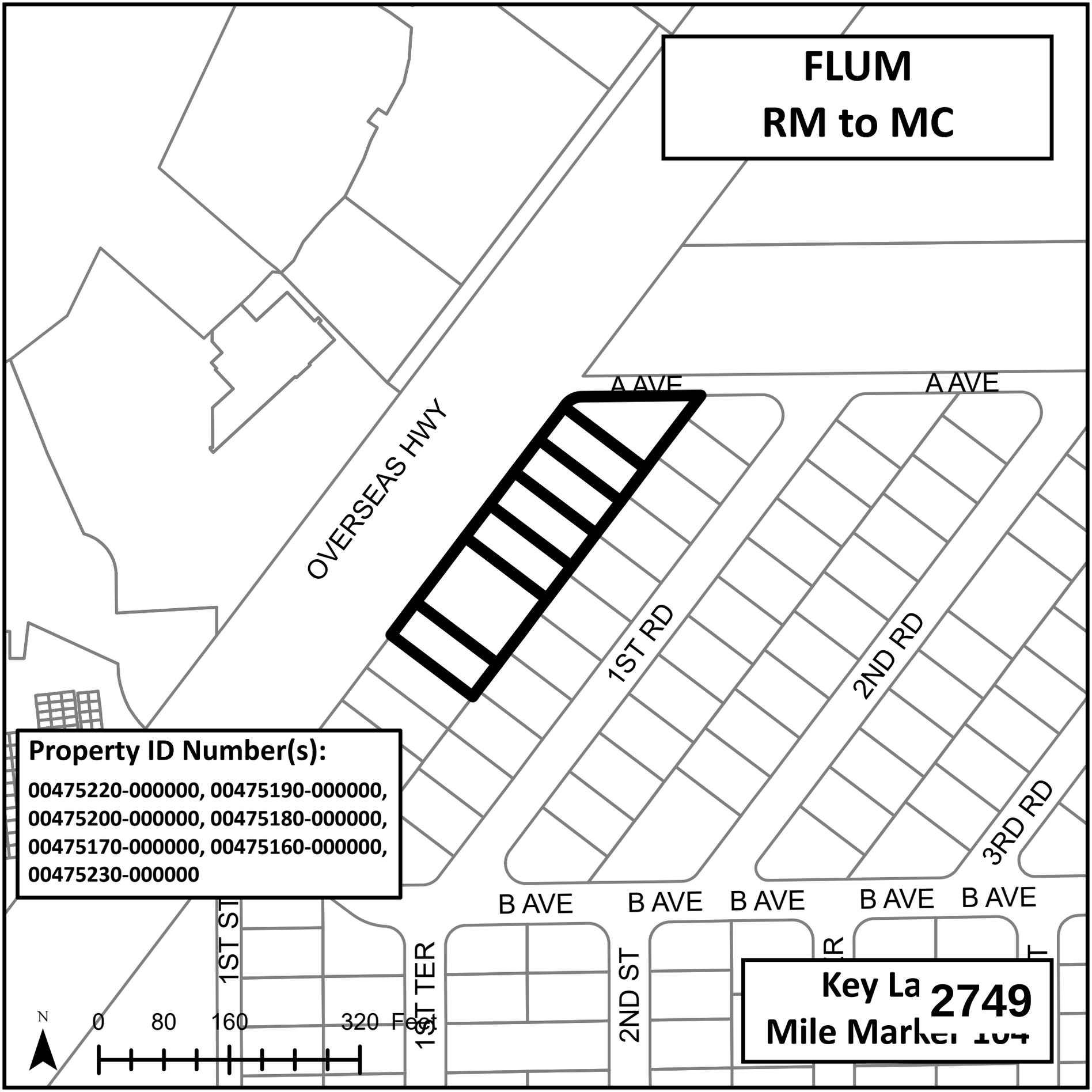
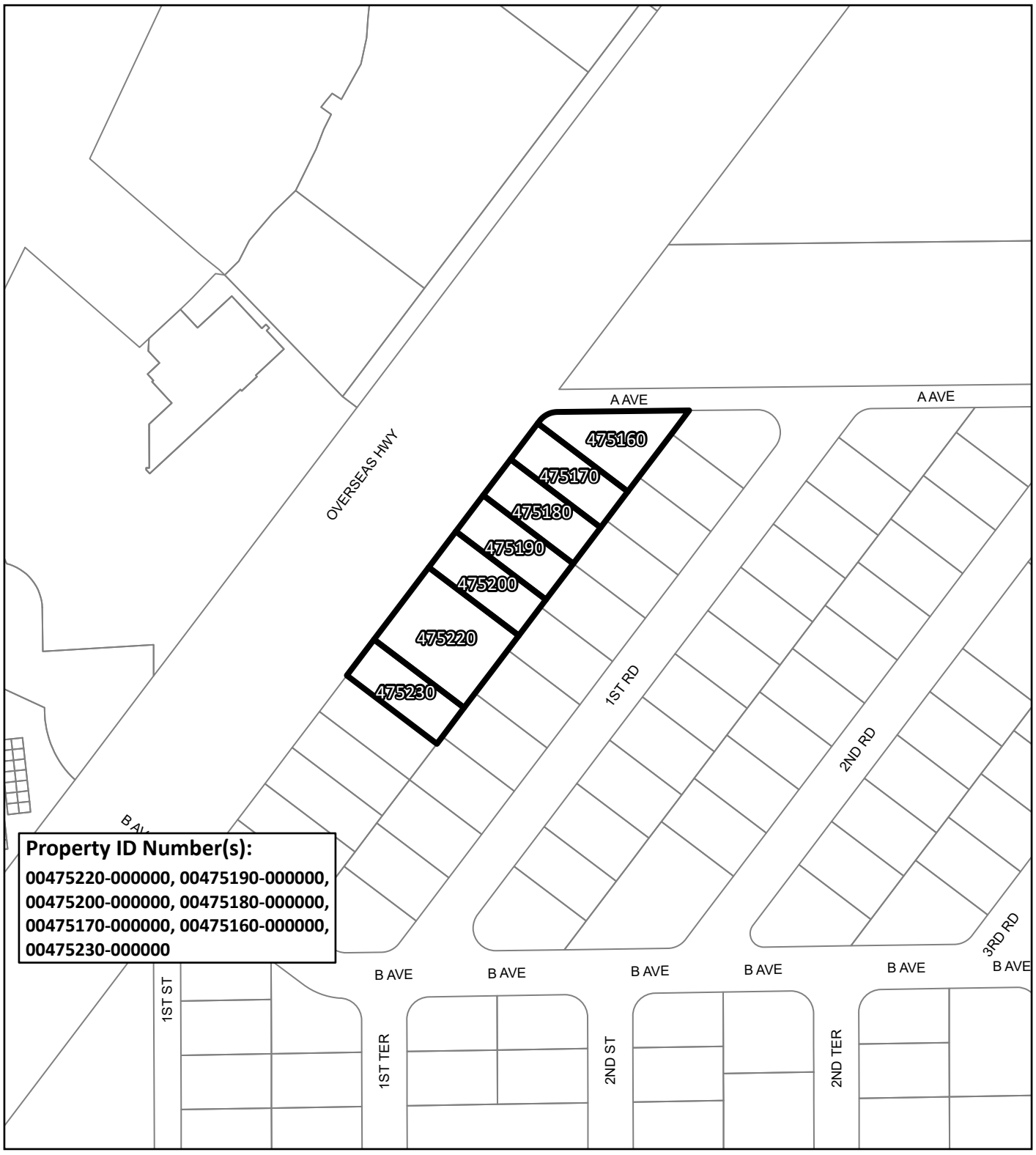

FLUM
RM to MC
OVERSEAS HWY
A AVE
A AVE
1ST RD
2ND RD
3RD RD
B AVE
B AVE
B AVE
B AVE
B AVE
1ST ST
1ST TER
2ND ST
Property ID Number(s):
00475220-000000, 00475190-000000, 00475200-000000, 00475180-000000, 00475170-000000, 00475160-000000, 00475230-000000
N
0
80
160
320 Feet
Key La
Mile Marker 104
2749

Exhibit 1 to Ordinance # _____ - 2025



Property ID Number(s):
00475220-000000, 00475190-000000, 00475200-000000, 00475180-000000, 00475170-000000, 00475160-000000, 00475230-000000

The Monroe County Future Land Use District is amended as indicated above.

Future Land Use change of seven parcels of land in Key Largo from Residential Medium (RM) to Mixed Use/Commercial (MC).

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Date: 7/8/2024

MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

We strive to be caring, professional and fair

To: Monroe County Board of County Commissioners

Through: Emily Schemper, AICP, CFM, Growth Management Director

From: Barbara Powell, Planning Policy Advisor

Date: March 21, 2025

Subject: An Ordinance by the Monroe County Board of County Commissioners amending the Monroe County Future Land Use Map (FLUM) from Residential Medium (RM) to Mixed-Use Commercial (MC) for property located at 104001 Overseas Highway, Key Largo, as proposed by Gustavo Solis (File 2024-099).

Meeting: **Board of County Commissioners – April 16, 2025**

I. REQUEST

On May 24, 2024, the Planning and Environmental Resources Department received an application from Ty Harris, on behalf of Gustavo Solis (the Applicant) to amend the Monroe County Future Land Use Map (FLUM) from Residential Medium (RM) to Mixed-Use Commercial (MC) for property located at 104001 Overseas Highway, Key Largo, (Property) currently having Parcel Identification Numbers 00475160-000000, 00475170-000000, 00475180-000000, 00475190-000000, 00475200-000000 00475220-000000, and 00475230-000000.

The Applicant has also requested a corresponding Land Use District (Zoning) Map amendment from Improved Subdivision (IS) to Suburban Commercial (SC).

II. BACKGROUND INFORMATION

Site Information:
Location: MM 104, Key Largo
Addresses: 104001 Overseas Highway
Description: Lots 1-8, Block 7, LARGO SOUND VILLAGE, according to the Plat thereof, as recorded in Plat Book 4, at Page 92, of the Public Records of Monroe County, Florida
Parcel Identification Numbers: 00475160-000000, 00475170-000000, 00475180-000000, 00475190-000000, 00475200-000000, 00475220-000000, and 00475230-000000.
Boundary: Affected parcel is outlined in **black** in the images below.
Applicant: Gustavo Solis
Agent: Ty Harris
Size of Properties (cumulative): 51,771 Square Feet

FLUM Designation: Residential Medium (RM); pending application to amend to Mixed-Use Commercial (MC)
Land Use District: Improved Subdivision (IS); pending application to amend to Suburban Commercial (SC)
Tier Designation: III
Flood Zone: X
CBRS: No
Existing Permitted Use: Boat Sales
Existing Vegetation/Habitat: Developed Land
Community Character of Immediate Vicinity: Adjacent land uses include residential, transient residential, commercial, and public uses



Existing FLUM Designation



Proposed FLUM Designation

The Applicant states that the reason for the proposed FLUM amendment is:
"Due to the existing zoning and FLUM the owner is unable to re-build the commercial sign that was destroyed in Hurricane Irma. A Building permit to replace the sign is contingent on an amendment to the FLUM and zoning to commercial."

Concurrent Applications
The Applicant has also requested a corresponding Land Use District (Zoning) Map amendment from Improved Subdivision (IS) to Suburban Commercial (SC).

Community Meeting and Public Participation
In accordance with LDC Section 102-159(a), a community meeting is required to be held. The virtual meeting was held on December 3, 2024, to discuss the proposed Future Land Use Map (FLUM) and corresponding Land Use District (Zoning) Map amendments and provide for public participation. There were no public comments offered.

Development Review Committee Meeting and Public Input
On January 21, 2025, the Development Review Committee Meeting considered the proposed amendment and provided for public input.

Planning Commission Meeting and Public Input
On February 25, 2025, the Planning Commission met and considered the proposed amendment and provided for public input.

Prior Relevant BOCC Action
There has been no previous Board Action pertaining to the Property.

III. AMENDMENT REVIEW

FLUM Category Comparisons

Existing
Policy 101.5.3:
The principal purpose of the Residential Medium (RM) future land use category is to recognize those portions of subdivisions that were lawfully established and improved prior to the adoption of this plan and to define improved subdivisions as those lots served by a dedicated and accepted existing roadway, have an approved potable water supply, and have sufficient uplands to accommodate the residential uses. Development on vacant land within this land use category shall be limited to one residential dwelling unit for each such platted lot or parcel which existed on or before January 4, 1996.

Proposed
Policy 101.5.6
The principal purpose of the Mixed Use/Commercial (MC) future land use category is to provide for the establishment of mixed use commercial land use (zoning) districts where various types of commercial retail and office may be permitted at intensities which are consistent with the community character and the natural environment. Employee housing and commercial apartments are also permitted. In addition, Mixed Use/Commercial land use districts are to establish and conserve areas of mixed uses, which may include maritime industry, light industrial uses, commercial fishing, transient and permanent residential, institutional, public, and commercial retail uses.

This future land use category is also intended to allow for the establishment of mixed use development patterns, where appropriate. Various types of residential and nonresidential uses may be permitted; however, heavy industrial uses and similarly incompatible uses shall be prohibited. The County shall continue to take a proactive role in encouraging the preservation and enhancement of community character and recreational and commercial working waterfronts.

In order to protect environmentally sensitive lands, the following development controls shall apply to all hammocks, pinelands, and disturbed wetlands within this land use category:

1. only low intensity commercial uses shall be allowed;
2. a maximum floor area ratio of 0.10 shall apply to nonresidential development; and
3. maximum net residential density shall be zero.

In order to preserve and promote recreational and commercial working waterfront uses, as defined by [Section] 342.07, F.S., the following criteria shall apply to all lands designated with the Maritime Industries (MI) land use (zoning) district within this land use category:

1. When a mixture of uses is proposed for parcels designated as MI land use (zoning) district, working waterfront and water dependent uses, such as marina, fish house/market, boat repair, boat building, boat storage, or other similar uses but excluding transient uses, shall be preserved by maintaining a minimum of 35% of the upland area of the property for those uses.

   To incentivize additional preservation of recreational and commercial working waterfront uses, the following shall be available:

   i. For the preservation of 36—50% of the upland area of property for working waterfront and water dependent uses, up to 20,000 square feet of nonresidential floor area from the NROGO bank shall be provided to the property; and

   ii. For the preservation of 50% or more of the upland area of property for working waterfront and water dependent uses, the residential density on the property may be developed pursuant to the maximum net density standard without the use of TDRs.

2. Parcels within the MI zoning district that have existing wet slips shall preserve at least 20% of the wet slips for vessels involved with recreational and commercial working waterfront uses, excluding live-aboard vessels solely used as a residence and not for navigation.
3. Parcels within the MI zoning district creating new wet slips shall preserve at least 10% of the wet slips for vessels involved with recreational and commercial working waterfront uses, excluding live-aboard vessels solely used as a residence and not for navigation.
4. The preservation of dockage for recreational and commercial working waterfront uses shall be documented on the final development plan and shall be a written condition of any permit approval.
5. For permanent residential development, parcels within the MI zoning district shall be limited to commercial apartments or employee housing. Commercial apartment means an attached or detached residential dwelling unit located on the same parcel of land as a nonresidential use that is intended to serve as permanent housing for the owner or employees of that nonresidential use. The term does not include a tourist housing use or vacation rental use.
6. The preservation of a public access walkway, and a public access boat launch if one already exists, shall be required for all parcels with direct access to the water. Consideration shall be given to security and the physical constraints of the parcel. The public access walkway shall be documented on the final development plan to link a continuous walkway and shall be a written condition of any permit approval.
7. Parcels within the MI zoning district shall be limited to commercial retail uses of less than 5,000 square feet of floor area. (Ord. No. 032-2012)

Maximum Density and Intensity by Land Use District

The table below provides a comparison of the development potential for residential, transient and commercial development of the Properties under the existing Land Use (zoning) District and FLUM category as compared to the proposed, amended, zoning district and FLUM. Section 130-156(b) of the Land Development Code states: "The density and intensity provisions set out in this section are intended to be applied cumulatively so that no development shall exceed the total density limits of this article. For

example, if a development includes both residential and commercial development, the total gross amount of development shall not exceed the cumulated permitted intensity of the parcel proposed for development."

Maximum Development Potential by FLUM Designation			
Existing FLUM	**Type**	**Adopted Standards**	**Development Potential**
Residential Medium (RM) **Gross Upland Area: 51,771 sf / 1.19 acres**	Market Rate Allocated Density	1.0 du/lot	7 du
	TDR/Market Rate Residential Max. Net Density	0	0 du
	Affordable Residential Max. Net Density	0	0 du
	Transient Allocated Density	0	0 du
	Transient Max. Net Density	0	0 du
	Nonresidential Uses	0	0 sf
Proposed FLUM	**Type**	**Adopted Standards**	**Development Potential**
Mixed-Use/ Commercial (MC) **Gross Upland Area: 51,771 sf / 1.19 acres**	Market Rate Allocated Density	6	7 du
	TDR/Market Rate Residential Max. Net Density	18	17 du
	Affordable Residential Max. Net Density	18	17 du
	Transient Allocated Density	5-15	5-17
	Transient Max. Net Density	10-25 rooms/spaces	9-23 rooms/spaces
	Nonresidential Uses	0.10-0.60 FAR	4,141.68 sf – 24,840.08 sf
Net Change in Development Potential of Cumulative Properties Based on FLUM/LUD Amendments	**Type**		**Net Change**
	Market Rate Allocated Density		+0 du
	TDR/Market Rate Residential Max. Net Density		+17 n/a
	Affordable Residential Max. Net Density		+17 du
	Transient Allocated Density		+ 17 rooms spaces
	Transient Max. Net Density		+ 23 rooms/spaces
	Nonresidential Uses		+ 4,141.68 sf – 24,840.08 sf

As shown in the orange portion of the table, the proposed FLUM amendment (from Residential Medium to Mixed-Use Commercial) with the Suburban Commercial LUD would not result in **an increase of allocated market rate density, an increase in transient allocated and max net density, and an increase in nonresidential intensity**. The TDR/market rate residential maximum net density, affordable residential maximum net density, and transient density would remain at 0.

Any new or expanded nonresidential floor area would require an NROGO allocation in accordance with LDC Section 138-49.

The total amount of new nonresidential floor area that could be constructed on either of the Properties would be dependent on the size of the property to be developed and the actual use proposed. Below is a table detailing the maximum floor area ratios permitted based on proposed use within the Suburban Commercial LUD in accordance with LDC Section 130-164.

Use within Suburban Commercial	Maximum Floor Area Ratio
Low Intensity Commercial Retail or Restaurant	0.35
Medium Intensity Commercial Retail or Restaurant	0.25
High Intensity Commercial Retail or Restaurant	0.15
Office	0.40
Light Industrial	0.30
Institutional	0.30
Public Buildings/Uses	0.30
Commercial Recreation	0.25

Compliance with Comprehensive Plan Policy 101.5.26

The proposed FLUM amendment from Residential Medium to Mixed-Use Commercial with the concurrent zoning amendment from Improved Subdivision to Suburban Commercial does not result in an increase of residential allocated density on the Properties and therefore eliminates the need to mitigate under Policy 101.5.26.

Compatibility with the Surrounding Area

a. Existing Vegetation/Habitat: Developed Land, Impervious Surface
b. Existing Tier Designation: III, Tier I and Tier II-A properties adjacent on side and rear lot lines, respectively
c. Number of Listed Endangered or Threatened Species: 0
d. Existing Use: Boat Sales
e. Community Character of Immediate Vicinity: Adjacent land uses include residential, transient residential, restaurant, commercial, and public uses

Concurrency Analysis (Comprehensive Plan Policy 101.1.1)

Monroe County shall ensure that all development and redevelopment taking place within its boundaries does not result in a reduction of the level-of-service requirements established and adopted by this comprehensive plan. Further, Monroe County shall ensure that comprehensive plan amendments include an analysis of the availability of facilities and services or demonstrate that the adopted levels of service can be reasonably met.

Traffic Circulation (Comprehensive Plan Policy 301.1.2)
The Properties are located on Overseas Highway/ U.S. 1 in Key Largo at approximate mile marker 104. Pursuant to the Comprehensive Plan, the level of service standard for US 1 is LOS of "C." According to the 2021 US 1 Arterial Travel Time and Delay Study, US 1 overall is operating at a LOS of "C" and Segment 23 on Key Largo (MM 99.5 to MM 106.0) is operating at a LOS of "A."

At the time of development approval, a trip generation analysis will be required to be submitted in order to verify sufficient roadway capacity. According to the 2021 US 1 Arterial Travel Time and Delay Study, the maximum reserve volume for Segment 23 is 11,148 trips.

Potable Water (Comprehensive Plan Policy 701.1.1)
Florida Keys Aqueduct Authority's water treatment facility in Florida City has a maximum water treatment design capacity of 29.8 million gallons per day (MGD) and is capable of treating up to 23.8 MGD. The annual average daily demand in Monroe County is 17.79 MGD.

The proposed FLUM amendment would not increase permanent allocated residential density beyond what is already permitted. The proposed FLUM amendment is not anticipated to adversely impact the LOS for potable water.

Solid Waste (Comprehensive Plan Policy 801.1.1)
Monroe County has a contract with Waste Management authorizing the use of in-state facilities through September 30, 2029. Currently, there is adequate capacity for solid waste generation. All commercial solid waste is handled by private contract.

Sanitary Sewer (Comprehensive Plan Policy 901.1.1
The County has adopted water quality treatment standards for wastewater facilities and within the Sanitary Wastewater Treatment Master Plan, Exhibit 3-8, has stated the LOS standard for residential and nonresidential flow is 167 gallons per day per equivalent dwelling unit (EDU). The proposed FLUM amendment would not increase the permanent allocated residential density. The combined average flows of the Cudjoe Regional Wastewater Treatment System are 620,000 gpd, whereas the plant capacity is 940,000 gpd.[1] Any proposed development on the site will either need to connect to the Cudjoe Regional Wastewater Treatment District central sewer system or provide on-site sewage treatment and disposal that meets the LOS standards in Policy 901.1.1.

The proposed FLUM amendment is not anticipated to adversely impact the LOS for traffic, potable water, solid waste nor sanitary sewer.

IV. CONSISTENCY WITH THE MONROE COUNTY YEAR 2030 COMPREHENSIVE PLAN, THE KEY LARGO LIVABLE COMMUNIKEYS PLAN, THE MONROE COUNTY LAND DEVELOPMENT CODE, AND THE PRINCIPLES FOR GUIDING DEVELOPMENT

A. The proposed amendment is consistent with the Goals, Objectives and Policies of the Monroe County Year 2030 Comprehensive Plan. Specifically, it furthers:

Goal 101
Monroe County shall manage future growth to enhance the quality of life, ensure the safety of County

[1] DRAFT – 2023–2024 Lower East Coast Water Supply Plan Update | E-9

residents and visitors, and protect valuable natural resources.

Objective 101.4
Monroe County shall regulate nonresidential development to maintain a balance of land uses to serve the needs of the future population of Monroe County.

Policy 101.4.1
Monroe County shall maintain a Permit Allocation System for new nonresidential floor area, known as the Nonresidential Rate of Growth Ordinance (NROGO) System. Monroe County shall maintain a balance between residential and nonresidential growth by limiting the floor area of new nonresidential development available within the County to maintain a maximum of 47,083 square feet of floor area per NROGO year. The nonresidential allocation allowed by this policy shall be distributed on an annual basis, pursuant to Policy 101.4.3. The NROGO allocation system shall apply within the unincorporated area of the county, excluding areas within the county mainland and within the Ocean Reef planned development (Future development in the Ocean Reef planned development is based upon the December 2010 Ocean Reef Club Vested Development Rights Letter recognized and issued by the Department of Community Affairs**).**

Objective 101.5
Monroe County shall regulate future development and redevelopment to maintain and enhance the character of the community and protect natural resources by providing for the compatible distribution of land uses consistent with the designations shown on the Future Land Use Map.

Policy 101.5.6
The principal purpose of the Mixed Use/Commercial (MC) future land use category is to provide for the establishment of mixed use commercial land use (zoning) districts where various types of commercial retail and office may be permitted at intensities which are consistent with the community character and the natural environment. Employee housing and commercial apartments are also permitted. In addition, Mixed Use/Commercial land use districts are to establish and conserve areas of mixed uses, which may include maritime industry, light industrial uses, commercial fishing, transient and permanent residential, institutional, public, and commercial retail uses.

This future land use category is also intended to allow for the establishment of mixed use development patterns, where appropriate. Various types of residential and nonresidential uses may be permitted; however, heavy industrial uses and similarly incompatible uses shall be prohibited. The County shall continue to take a proactive role in encouraging the preservation and enhancement of community character and recreational and commercial working waterfronts.

In order to protect environmentally sensitive lands, the following development controls shall apply to all hammocks, pinelands, and disturbed wetlands within this land use category:

1. only low intensity commercial uses shall be allowed;
2. a maximum floor area ratio of 0.10 shall apply to nonresidential development; and
3. maximum net residential density shall be zero.

In order to preserve and promote recreational and commercial working waterfront uses, as defined by [Section] 342.07, F.S., the following criteria shall apply to all lands designated with the Maritime Industries (MI) land use (zoning) district within this land use category:

4. When a mixture of uses is proposed for parcels designated as MI land use (zoning) district, working waterfront and water dependent uses, such as marina, fish house/market, boat repair, boat building, boat storage, or other similar uses but excluding transient uses, shall be preserved by maintaining a minimum of 35% of the upland area of the property for those uses.

   To incentivize additional preservation of recreational and commercial working waterfront uses, the following shall be available:

   i. For the preservation of 36—50% of the upland area of property for working waterfront and water dependent uses, up to 20,000 square feet of nonresidential floor area from the NROGO bank shall be provided to the property; and

   ii. For the preservation of 50% or more of the upland area of property for working waterfront and water dependent uses, the residential density on the property may be developed pursuant to the maximum net density standard without the use of TDRs.

5. Parcels within the MI zoning district that have existing wet slips shall preserve at least 20% of the wet slips for vessels involved with recreational and commercial working waterfront uses, excluding live-aboard vessels solely used as a residence and not for navigation.
6. Parcels within the MI zoning district creating new wet slips shall preserve at least 10% of the wet slips for vessels involved with recreational and commercial working waterfront uses, excluding live-aboard vessels solely used as a residence and not for navigation.
7. The preservation of dockage for recreational and commercial working waterfront uses shall be documented on the final development plan and shall be a written condition of any permit approval.
8. For permanent residential development, parcels within the MI zoning district shall be limited to commercial apartments or employee housing. Commercial apartment means an attached or detached residential dwelling unit located on the same parcel of land as a nonresidential use that is intended to serve as permanent housing for the owner or employees of that nonresidential use. The term does not include a tourist housing use or vacation rental use.
9. The preservation of a public access walkway, and a public access boat launch if one already exists, shall be required for all parcels with direct access to the water. Consideration shall be given to security and the physical constraints of the parcel. The public access walkway shall be documented on the final development plan to link a continuous walkway and shall be a written condition of any permit approval.
10. Parcels within the MI zoning district shall be limited to commercial retail uses of less than 5,000 square feet of floor area. (Ord. No. 032-2012)

Policy 101.5.25

Monroe County hereby adopts the following density and intensity standards for the future land use categories, which are shown on the FLUM and described in Policies 101.5.1 - 101.5.20.

Future Land Use Densities and Intensities				
Future Land Use Category and Corresponding Zoning	Residential		Nonresidential	Minimum Open Space Ratio [c]
	Allocated Density [a] (per upland acre)	Maximum Net Density [a] [b] (per buildable acre)	Maximum Intensity (floor area ratio)	
Mixed Use Commercial	1 du (DR, MU, MI) 3 du (SC) 6 du (UC) Commercial Apartments (RV) [h] 5—15 rooms/spaces	2 du (MI) 6-18 du (SC) [k] 12 du (UC) 12—18 du (MU) [k] 18 du (DR) 10—25 rooms/spaces	0.10—0.45 (SC, UC, DR, MU) <2,500 SF (RV) 0.30—0.60 (MI)	0.20

Policy 101.5.26
In order to continue to implement the Florida Keys Carrying Capacity Study, Monroe County shall promote the reduction in overall County residential density and the preservation of Monroe County's native habitat by enacting legislation which implements the following policy statements for private applications for future land use map amendments which increase allowable residential allocated density. Private application(s) means those applications from private entities with ownership of the upland development and parcel(s) of land or includes private upland development on County-owned land.

Per the Applicant: *No change in density.*

Staff Analysis: *The proposed FLUM amendment from Residential Medium to Mixed-Use Commercial with the concurrent zoning amendment from Improved Subdivision to Suburban Commercial results in a decrease of residential allocated density on the Properties. Without regard to the concurrent zoning, there is no increase in allocated density and therefore eliminates the need to mitigate under Policy 101.5.26.*

Objective 101.19
Monroe County shall address local community needs while balancing the needs of all Monroe County communities. These efforts shall focus on the human crafted environment and shall be undertaken through the Livable CommuniKeys Planning Program.

Policy 101.19.2
The Community Master Plans shall be incorporated into the 2030 Comprehensive Plan as a part of the plan and be implemented as part of the Comprehensive Plan. The following Community Master Plans have been completed in accordance with the principles outlined in this section and adopted by the Board of County Commissioners:

5. The Key Largo Livable CommuniKeys Master Plan is incorporated by reference into the 2010 Comprehensive Plan. Only the Strategies denoted with a green checkmark in this Master Plan have been adopted and approved as equivalent to the term Objectives in the Comprehensive Plan. Only the Action Items denoted with a green checkmark in this Master Plan have been adopted equivalent to the term Policy in the Comprehensive Plan. Strategies and Action Items without a green checkmark next to them are not considered to be consistent with the definitions of "Objective" and "Policy" and therefore do not serve as equivalents. Adopted by Ordinance 012-2007.

Goal 102
Monroe County shall direct future growth to lands which are most suitable for development and shall encourage conservation and protection of environmentally sensitive lands (wetlands, beach berm and tropical hardwood hammock).

Objective 102.3
Monroe County shall maintain land development regulations which will direct new development to areas having appropriate topography and soil conditions and to where site disturbance and man's activities will have fewer adverse effects on natural vegetation, terrestrial wildlife, natural landforms and marine resources.

Objective 105.1
Monroe County shall continue to implement smart growth initiatives in conjunction with its Livable CommuniKeys and Land Acquisition Programs which promote innovative and flexible development processes to preserve the natural environment, maintain and enhance the community character and quality of life, redevelop blighted commercial and residential areas, remove barriers to design concepts, reduce sprawl, and direct future growth to appropriate infill areas.

Policy 105.1.3
Monroe County shall, through its development standards and Land Development Code, continue to foster the retention and redevelopment of small businesses on the U.S.1.

B. The proposed amendment <u>is consistent</u> with the Key Largo Livable CommuniKeys Plan Specifically it furthers:

Goal 1:
Direct future growth to lands that are most suitable for development and encourage preservation of environmentally sensitive lands.

Strategy 1.3 Continue to utilize the Land Use District Map and supporting FLUM to regulate land use type, density and intensity on individual parcels within the planning area.

Action Item 1.3.2: Revise the FLUM and Land Use District Maps to resolve nonconformities in the planning area where appropriate.

Action Item 1.3.7: Evaluate future FLUM change and Land Use District Map change requests for nonconforming uses, proposed changes in use, vacant parcels and other requests, based mainly on comprehensive planning principles and the following community-goal related criteria:

a. Promote infill, design flexibility and transfer of density to Community Centers.
b. Preserve commercial conformance status within sections along US-1 predominated by existing commercial businesses and disturbed lands.
c. Encourage sun-setting of intensive commercial uses within sections along US-1 predominated by natural habitat or native-dominated landscape, relatively sparse development and relatively few businesses.
d. Preserve commercial use status for existing waterfront uses that support the tourist-based and working waterfront-based economy.
e. Give consideration to whether the property provides a unique or outstanding opportunity for enhancement of design, connectivity and other community goals, especially along the US-1 corridor.

C. For text amendments to the Comprehensive Plan and FLUM amendments, the BOCC must also consider the analyses identified in Chapter 163, Florida Statutes and must find that the amendment is consistent with the principles for guiding development as defined in Section 380.0552, Florida Statutes.

For the purposes of reviewing consistency of the adopted plan or any amendments to that plan with the principles for guiding development and any amendments to the principles, the principles shall be construed as a whole and no specific provision shall be construed or applied in isolation from the other provisions.

(a) Strengthening local government capabilities for managing land use and development so that local government is able to achieve these objectives without continuing the area of critical state concern designation.
(b) Protecting shoreline and benthic resources, including mangroves, coral reef formations, seagrass beds, wetlands, fish and wildlife, and their habitat.
(c) Protecting upland resources, tropical biological communities, freshwater wetlands, native tropical vegetation (for example, hardwood hammocks and pinelands), dune ridges and beaches, wildlife, and their habitat.
(d) Ensuring the maximum well-being of the Florida Keys and its citizens through sound economic development.
(e) Limiting the adverse impacts of development on the quality of water throughout the Florida Keys.
(f) Enhancing natural scenic resources, promoting the aesthetic benefits of the natural environment, and ensuring that development is compatible with the unique historic character of the Florida Keys.
(g) Protecting the historical heritage of the Florida Keys.
(h) Protecting the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments, including:
    1. The Florida Keys Aqueduct and water supply facilities;
    2. Sewage collection, treatment, and disposal facilities;
    3. Solid waste treatment, collection, and disposal facilities;

4. Key West Naval Air Station and other military facilities;
5. Transportation facilities;
6. Federal parks, wildlife refuges, and marine sanctuaries;
7. State parks, recreation facilities, aquatic preserves, and other publicly owned properties;
8. City electric service and the Florida Keys Electric Co-op; and
9. Other utilities, as appropriate.

(i) Protecting and improving water quality by providing for the construction, operation, maintenance, and replacement of stormwater management facilities; central sewage collection; treatment and disposal facilities; and the installation and proper operation and maintenance of onsite sewage treatment and disposal systems.

(j) Ensuring the improvement of nearshore water quality by requiring the construction and operation of wastewater management facilities that meet the requirements of ss. 381.0065(4)(l) and 403.086(10), as applicable, and by directing growth to areas served by central wastewater treatment facilities through permit allocation systems.

(k) Limiting the adverse impacts of public investments on the environmental resources of the Florida Keys.

(l) Making available adequate affordable housing for all sectors of the population of the Florida Keys.

(m) Providing adequate alternatives for the protection of public safety and welfare in the event of a natural or manmade disaster and for a postdisaster reconstruction plan.

(n) Protecting the public health, safety, and welfare of the citizens of the Florida Keys and maintaining the Florida Keys as a unique Florida resource.

Pursuant to Section 380.0552(7) Florida Statutes, the proposed amendment is not inconsistent with the Principles for Guiding Development as a whole and is not inconsistent with any Principle.

D. In no event shall an amendment be approved which will result in an adverse change in community character to the sub-area which a proposed amendment affects or to any area in accordance with a Livable CommuniKeys master plan pursuant to findings of the BOCC.

Staff does not anticipate that approval of the proposed amendment of the FLUM to result in an adverse change in community character to the sub-area which the proposed amendment affects. The Property is adjacent to existing commercial uses and located on US 1.

V. PROCESS

Any landowner or other person having a contractual interest in property desiring to petition the BOCC for an amendment to the land use (zoning) district map, overlay district map or FLUM shall be required to file an application with the Planning Director accompanied by a nonrefundable application fee as established from time to time by the BOCC to defray the actual cost of processing the application. After receipt, the Planning Director and his or her staff shall review the proposed amendment and present it with a recommendation of approval or denial to the Development Review Committee for review and comment. Staff shall make a recommendation to the Planning Commission.

The Planning Commission shall review the application, the reports and recommendations of the Planning and Environmental Resources Department, the comments of the Development Review Committee, and the testimony given at the public hearing, and shall submit its recommendations and findings to the BOCC. The BOCC shall consider the reports and recommendation of the Planning Commission, Planning and Environmental Resources Department staff, and the testimony given at the public hearings.

VII. STAFF RECOMMENDATION

Staff recommends approval of the proposed FLUM amendment from Residential Medium (RM) to Mixed-Use Commercial (MC) for properties located at 104001 Overseas Highway Key Largo.

VIII. EXHIBITS

1. 11” X 17” Map Series FLUM Amendment

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

RESOLUTION NO. - 2025

A RESOLUTION BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS TRANSMITTING TO THE STATE LAND PLANNING AGENCY PROPERTY LOCATED AT 104001 OVERSEAS HIGHWAY, KEY LARGO, LOTS 1 THROUGH 8, BLOCK 7 LARGO SOUND VILLAGE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, AT PAGE 92, OF THE PUBLIC RECORDS OF MONROE COUNTY, CURRENTLY HAVING PARCEL IDENTIFICATION NUMBERS 00475160-000000, 00475170-000000, 00475180-000000, 00475190-000000, 00475200-000000 00475220-000000, AND 00475230-000000; AS PROPOSED BY GUSTAVO SOLIS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR INCLUSION IN THE MONROE COUNTY COMPREHENSIVE PLAN AND FOR AMENDMENT TO THE FUTURE LAND USE MAP; PROVIDING FOR AN EFFECTIVE DATE. (FILE NO. 2024-030)

WHEREAS, the Monroe County Board of County Commissioners conducted a public hearing for the purpose of considering the transmittal pursuant to the State Coordinated Review Process in Sec. 163.3184(4), F.S., to the State Land Planning Agency for objections, recommendations and comments, and to the other Reviewing Agencies as defined in Sec. 163.3184(1)(c), F.S., for review and comment on a proposed amendment to the Monroe County Comprehensive Plan as described above; and

WHEREAS, the Monroe County Planning Commission and the Monroe County Board of County Commissioners support the transmittal of the requested Future Land Use Map amendment;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1: The Board of County Commissioners does hereby adopt the recommendation of the Planning Commission to transmit the draft ordinance, attached as Exhibit A, for review of the proposed Future Land Use Map amendment.

Section 2. The Board of County Commissioners does hereby transmit the proposed amendment to the State Land Planning Agency for review and comment in accordance with the State Coordinated Review process pursuant to Section 163.3184(4), Florida Statutes.

Section 3. The Monroe County staff is given authority to prepare and submit the required transmittal letter and supporting documents for the proposed amendment in accordance with the requirements of Section 163.3184(4), Florida Statutes.

Section 4. The Clerk of the Board is hereby directed to forward a certified copy of this resolution to the Director of Planning.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting held on the ____day of_____,_____.

Mayor James K. Scholl, District 3	_____
Mayor *Pro Tem* Michelle Lincoln, District 2	_____
Commissioner Craig Cates, District 1	_____
Commissioner David Rice, District 4	_____
Commissioner Holly Merrill Raschein, District 5	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY _____
MAYOR JAMES K. SCHOLL

(SEAL)

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Date: 4/1/25

ATTEST: KEVIN MADOK, CLERK

_____
DEPUTY CLERK

Q4

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: Q4
2023-3866

BULK ITEM: No

DEPARTMENT: Planning & Environmental Resources

TIME APPROXIMATE:

STAFF CONTACT: Cheryl Cioffari

AGENDA ITEM WORDING: A Public Hearing to Consider Approval of a Resolution Transmitting to the State Land Planning Agency an Ordinance by the Monroe County Board of County Commissioners Amending the Future Land Use Element and the Housing Element of the 2030 Monroe County Comprehensive Plan to Eliminate the 1-for-1 Takings and Bert Harris Act Liability Mitigation Exchange Requirement for the Remaining 214 Workforce Affordable Housing Early Evacuation Unit Building Permit Allocations.

ITEM BACKGROUND:
On April 21, 2021, the Monroe County Board of County Commissioners ("BOCC" or "Board") adopted BOCC Ordinance No. 005-2021 (the "2021 ordinance") amending the Future Land Use Element and the Housing Element of the Monroe County Comprehensive Plan to limit use of the 300 early evacuation unit allocations to inverse condemnation and Bert Harris Act liability reduction exchange program disposition whereby an early evacuation unit allocation's allowed use is expressly limited as follows:

"Requests for workforce housing early evacuation unit allocations shall be available only for a 1-for-1 exchange for affordable allocations/exemptions . . . The affordable allocations returned to the County in exchange for workforce housing early evacuation unit allocations shall be banked and used for future administrative relief, beneficial use determinations and to resolve inverse condemnation cases and Bert J. Harris Jr. Private Property Rights Protection Act cases."

See Ordinance No. 005-2021, at Comprehensive Plan Policies 101.3.12(a)-(a)(1).

The Board (on or about September 11, 2024) has since directed professional staff to prepare an item to amend the Comprehensive Plan to eliminate the above restriction, which it enacted under the original 2021 ordinance, for the remaining 214 workforce affordable housing early evacuation unit building permit allocations.

The Board, by and through the Planning & Environmental Resources Department ("Department"), is now proposing amendments to the Future Land Use Element ("FLUE") and the Housing Element of the Comprehensive Plan to eliminate the above restriction on the 214 workforce affordable housing early

evacuation unit building permit allocations.

This proposed amendment will result in promoting potential development of new workforce affordable housing early evacuation units (with various income limits) and reducing the availability of allocations that would otherwise be potentially available through administrative relief to resolve inverse condemnations (takings) and Bert Harris Act lawsuits.

PLEASE SEE ATTACHED STAFF REPORT FOR FULL DETAILS

PREVIOUS RELEVANT BOCC ACTION:

On April 13, 2016, the BOCC adopted the 2030 Comprehensive Plan and Land Development Code, which included a ROGO allocation distribution through the year 2023, based on Rule 28-20.140, F.A.C., and the Department of Economic Opportunity's completion of the hurricane evacuation clearance time modeling task that found with 10 years' worth of building permits, the Florida Keys would be at a 24 hour evacuation clearance time (Phase 2 of the 48-hr phased/staged evacuation).

On May 2, 2018, Governor Rick Scott issued a press release outlining an initiative to the Florida Department of Economic Opportunity ("DEO") for a Keys Workforce Housing Initiative (Exhibit 1). The proposed initiative would allow 1,300 additional Rate of Growth Ordinance (ROGO) allocations throughout the Florida Keys (ROGOs or Building Permit Allocation Systems) for rental workforce housing, with a condition that the rental occupants evacuate in the early phase (48-hour window) of a hurricane evacuation. Any development receiving the units would be required to sign a rental management agreement indicating they would be required to assure the evacuation of all occupants of the development. Under the initiative, each jurisdiction would be eligible to receive up to 300 of these units. The press release specifically stated, "To meet the increased demand for workforce housing, the innovative Keys Workforce Housing Initiative will require new construction that participates to commit to evacuating renters in the 48-hour window of evacuation."

On June 13, 2018, the Florida Administration Commission approved the Workforce Housing Initiative. Florida Keys' local governments that choose to participate in the initiative are to work with DEO to amend their respective comprehensive plans to allow for additional building permits for rental workforce housing with the condition of early evacuation.

On May 2, 2018, Governor Rick Scott issued a press release outlining an initiative to the Florida Department of Economic Opportunity ("DEO") for a Keys Workforce Housing Initiative. The proposed initiative would allow 1,300 additional Rate of Growth Ordinance (ROGO) allocations throughout the Florida Keys (ROGOs or Building Permit Allocation Systems).

Commissioner Rice called a special meeting for May 10, 2018 at 11 a.m. in Marathon to provide the

Commission and the public an opportunity to discuss the proposal prior to the Cabinet meeting (May 15, 2018). At the May 10, 2018 Special BOCC Meeting, the BOCC directed County staff to discuss concerns identified with DEO and provide an update to the BOCC at the next meeting.

On May 16, 2018, the County Attorney provided the BOCC a report on the Governor's proposal for 1,300 additional ROGO allocations following her meeting with DEO and state level staff. He advised the Board that they have a cabinet meeting scheduled for June 13, 2018 to discuss the allocations further.

On May 16, 2018, the BOCC directed County staff to present the Board's questions and concerns regarding the Workforce Initiative at the meeting with the Cabinet on June 13, 2018.

On June 13, 2018, the Florida Administration Commission approved the Workforce Housing Initiative. Florida Keys' local governments that choose to participate in the initiative will work with DEO to amend their respective comprehensive plans to allow for additional building permits for rental workforce housing with the condition of early evacuation.

On August 15, 2018, the BOCC directed County staff to prepare a discussion and direction item regarding the Keys Workforce Housing Initiative for the September 19, 2018 regular BOCC meeting.

On September 19, 2018, the BOCC directed County staff to draft proposed policy alternatives to the state's initiative that address several concerns raised related to the enforceability of the evacuation provisions. Additionally, the BOCC asked the County Attorney to research whether the state's Florida Keys Workforce Housing Initiative, which, if implemented, would create a precedent that would require the state to award as many as 10,000 additional units in the future.

On January 30, 2019, the BOCC considered options to accept the 300 units. Staff drafted three (3) options for consideration by the BOCC:

1. Do not accept the 300 early evacuation affordable ROGOs and extend ROGO allocations through 2026;
2. Accept the 300 early evacuation affordable ROGOs and extend ROGO allocations until 2026; and
3. Accept the 300 early evacuation affordable ROGOs and do not extend ROGO beyond 2023.

The BOCC directed staff to extend ROGO allocations through 2026, but took no action regarding the 300 early evacuation affordable ROGOs.

On January 22, 2020, the BOCC adopted Ord. 005-2020 to extend the remaining market rate ROGOs out for an additional three (3) years from 2023 to 2026.

On January 22, 2020, the BOCC directed staff to prepare an agenda item to discuss and provide direction on whether to direct staff to process Comprehensive Plan and Land Development Code amendments to: 1) move a portion of market-rate Rate Of Growth Ordinance (ROGO) units to the affordable housing allocation pool and/or 2) accept the 300 Workforce Housing units offered by the Department of Economic Opportunity (DEO) required to evacuate in Phase 1 of the Hurricane Evacuation model.

On February 19, 2020, the BOCC discussed whether to direct staff to process a comprehensive plan and land development code amendment to: 1) move a portion of the 378 remaining Market Rate - Rate of Growth Ordinance (ROGO) units through 2026 to the Affordable Housing allocation pool and/or 2) accept the 300 Workforce Housing units offered by the Department of Economic Opportunity (DEO) required to evacuate in phase 1 of the hurricane evacuation model. The BOCC did not decide on the potential shifting of market rate allocations to the affordable housing pool but did direct staff to start the process to accept the 300 workforce housing units.

On July 15, 2020, during a discussion item on potentially shifting market rate allocations to the affordable housing pool (agenda item I5), the BOCC provided further direction to staff on accepting the 300 workforce housing early evacuation unit building permit allocations. The BOCC directed: *accept the 300 workforce housing early evacuation unit building permit allocations to be used in exchange for existing affordable allocations at multifamily developments (for developers that agree to the early evacuation restriction) and the affordable housing allocations returned to the County (returned in the exchange) be set aside and banked for takings cases (bank them within an administrative relief pool).*

On January 20, 2021, the BOCC adopted Resolution 041-2021 to transmit the proposed amendments to DEO to review the 300 workforce housing early evacuation unit proposal, with a modification to Policy 101.3.12 to eliminate the requirement for a development agreement. With the 300 unit amendment being structured as an exchange program, the projects exchanging units have previously completed their development review and multiple hearings for a development agreement seems unnecessary, time consuming and costly. The BOCC and staff can review approve the exchange through a resolution approving a contract. DEO reviewed the amendment and issued an Objections, Recommendations and Comments (ORC) report, received by the County on March 30, 2021. The ORC report stated, “the Department does not identify any objections or comments to the proposed amendment.”

On April 21, 2021, the BOCC adopted Ordinances 2021-005 and 2021-006 authorizing the acceptance of the 300 early evacuation allocations from the State and to allow said allocations be used in exchange of existing affordable units/ approved affordable allocations. Additionally, the Ordinance includes provisions that allow the returned affordable units / allocations to be banked to resolve potential takings cases.

At the September 11, 2024 Board of County Commissioners (BOCC) Meeting, the BOCC approved transmittal to the State Land Planning Agency (Florida Department of Commerce) an ordinance that allows Cemex Construction Materials Florida LLC (f/k/a Singletary Concrete Products Inc.) to use 86 early evacuation unit building permit allocations on one site in Tavernier without meeting the requirement of the 1-for-1 takings and Bert Harris Act liability reduction exchange required by the current Comprehensive Plan and Land Development Code.

At the September 11, 2024 BOCC meeting, the BOCC additionally directed Planning & Environmental Resources Department professional staff to begin processing Comprehensive Plan and Land Development Code text amendments to eliminate the 1-for-1 takings and Bert Harris Act liability reduction exchange requirement for the remaining 214 early evacuation unit building permit allocations.

At the December 11, 2024 BOCC Meeting, the BOCC adopted Ordinance 030-2024 which created a site-specific subarea within Tavernier that permits Cemex Construction Materials Florida LLC (f/k/a Singletary Concrete Products Inc.) to use 86 early evacuation unit building permit allocations on one site in Tavernier without meeting the requirement of the 1-for-1 takings and Bert Harris Act liability reduction exchange required by the current Comprehensive Plan and Land Development Code.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION:

Approval.

DOCUMENTATION:

2024-213.Ex.A.to.Reso.Ordinance.DRAFT.docx
2024-213_BOCC_SR_04.16.2025.pdf
Ex. 1_Gov.Scott_Press_Release.pdf
Ex. 2 DEO_DRAFT_Language_WORKFORCE-AFFORDABLE_Moco.pdf
Original Ordinance - Ordinance No. 005-2021 (CP Amendment - Adopted by BOCC Apr. 21, 2021).pdf
2023-244_Transmittal_Reso.pdf

FINANCIAL IMPACT:
N/A

EXHIBIT A TO RES. NO. ____ - 2025

MONROE COUNTY, FLORIDA
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

ORDINANCE NO. -2025

AN ORDINANCE OF THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS ADOPTING AMENDMENTS TO THE MONROE COUNTY 2030 COMPREHENSIVE PLAN AMENDING THE FUTURE LAND USE ELEMENT AND THE HOUSING ELEMENT TO MODIFY THE REQUIREMENTS RELATED TO THE 300 KEYS AFFORDABLE WORKFORCE HOUSING INITIATIVE EARLY EVACUATION UNIT BUILDING PERMIT ALLOCATIONS CREATED BY THE GOVERNOR OF FLORIDA, ATTORNEY GENERAL OF FLORIDA, CHIEF FINANCIAL OFFICER OF FLORIDA, AND FLORIDA AGRICULTURE COMMISSIONER ACTING IN THEIR CAPACITY AS THE FLORIDA ADMINISTRATION COMMISSION BY REMOVING THE 1-FOR-1 TAKINGS AND BERT HARRIS ACT LIABILITY REDUCTION EXCHANGE REQUIREMENT BY AMENDING, AS WELL AS CLARIFYING, POLICIES 101.2.2, 101.2.4, 101.3.1, 101.3.2, 101.3.3, 101.3.4, 101.3.10, 101.3.11, 101.3.12, 601.1, 601.1.1, 601.1.2, 601.1.8, 601.1.11, 601.5.1; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR AMENDMENT TO AND INCORPORATION IN THE MONROE COUNTY COMPREHENSIVE PLAN; PROVIDING FOR AN EFFECTIVE DATE. (FILE NO. 2024-213)

WHEREAS, pursuant to Article 8 of the Florida Constitution and Section 125.66, Florida Statutes, Monroe County possesses the police powers to enact ordinances in order to protect the health, safety, and welfare of the County's citizens; and

WHEREAS, Section 380.0552, F.S., the Florida Keys Area protection and designation as area of critical state concern, establishes the intent to "ensure that the population of the Florida Keys can be safely evacuated," [380.0552(2)(j), F.S.] and requires that amendments to each local government's comprehensive plan to include "goals, objectives, and policies to protect public

safety and welfare in the event of a natural disaster by maintaining a hurricane evacuation clearance time for permanent residents of no more than 24 hours; and

WHEREAS, the County adopted a Permit Allocation System known as the Rate of Growth Ordinance (ROGO) in order to provide for the safety of residents in the event of a hurricane evacuation and to protect the significant natural resources of Monroe County, as required by the State of Florida; and

WHEREAS, on May 2, 2018, Governor Rick Scott issued a press release outlining an initiative to the Florida Department of Economic Opportunity ("DEO") for a Keys Workforce Housing Initiative to allow 1,300 additional Rate of Growth Ordinance (ROGO) allocations throughout the Florida Keys for rental workforce housing, with a condition that the rental occupants evacuate in the early phase (48-hour window) of a hurricane evacuation; and

WHEREAS, on June 13, 2018, the Florida Administration Commission approved the Workforce Housing Initiative, after presentation by DEO that the Phase I evacuation (under the existing staged evacuation plan) can be accomplished in 17.5 hours, leaving additional capacity of 6.5 hours in Phase I; and

WHEREAS, the Florida Keys face the quadruple impact of high land values, land limited by geographic and environmental features, housing supply limited by controlled growth (ROGO) and a tourism economy with a prevalence of lower paying service-sector employment; and

WHEREAS, the need to protect and preserve an adequate inventory of affordable/workforce accessible housing is a continual as well as a growing challenge in the Florida Keys, particularly after the impacts of Hurricane Irma which caused significant damage to housing units throughout the Florida Keys; and

WHEREAS, the BOCC adopted Ordinances 2021-005 and 2021-006 authorizing the acceptance of the 300 early evacuation allocations from the State and to allow said allocations be used in exchange of existing affordable units/ approved affordable allocations. Additionally, the Ordinance includes provisions that allow the returned affordable units / allocations to be banked to resolve potential takings cases; and

WHEREAS, at the September 11, 2024 BOCC meeting, the BOCC additionally directed Planning & Environmental Resources Department professional staff to begin processing Comprehensive Plan and Land Development Code text amendments to eliminate the 1-for-1 takings and Bert Harris Act liability reduction exchange requirement for the remaining 214 early evacuation unit building permit allocations;

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WHEREAS, Monroe County policies and regulations adopted in the Monroe County Comprehensive Plan and Land Development Code are to maintain public health, safety, and welfare of the citizens of the Florida Keys and to strengthen our local government capability to manage land use and development; and

WHEREAS, on December 12, 2024, a community meeting was held, as required by LDC Section 102-159(b)(3), to discuss the proposed Comprehensive Plan and Land Development Code text amendments, and to provide for public participation; and

WHEREAS, the Monroe County Development Review Committee (DRC) reviewed and considered the proposed amendment at a regularly scheduled meeting held on February 18, 2025; and

WHEREAS, the Monroe County Planning Commission ("Planning Commission") held a public hearing on the 26th day of March, 2025, for review and recommendation on the proposed Comprehensive Plan text amendment; and

WHEREAS, the Monroe County Planning Commission adopted Resolution No. P11-25 recommending approval to eliminate the 1-for-1 takings and Bert Harris Act liability reduction exchange requirement for the remaining 214 early evacuation unit building permit allocations and amend Policies 101.2.2, 101.2.4, 101.3.1, 101.3.2, 101.3.3, 101.3.4, 101.3.10, 101.3.11, 101.3.12, and 601.1.8; and

WHEREAS, the Monroe County Board of County Commissioners is authorized by Section 125.01(1)(h), F.S., to establish, coordinate and enforce zoning and such business regulations as are necessary for the protection of the public; and

WHEREAS, at a regularly scheduled meeting held on April 16, 2025, the Monroe County Board of County Commissioners held a public hearing, considered the staff report, and provided for public comment and public participation in accordance with the requirements of state law and the procedures adopted for public participation in the planning process; and

WHEREAS, at the April 16, 2025, public hearing, the BOCC adopted Resolution _____ _____-2025, transmitting the proposed text amendment to the State Land Planning Agency; and

WHEREAS, the State Land Planning Agency reviewed the amendment and issued an Objections, Recommendations and Comments (ORC) report on_____, received by the County on _____; and

WHEREAS, the ORC report <*did/did not*> identify any objections, recommendations, or comments; and

WHEREAS, the County has 180 days from the date of receipt of the ORC to adopt the proposed amendment, adopt the amendment with changes or not adopt the amendment; and

WHEREAS, at a regularly scheduled meeting on the _____day of_____, _____, the BOCC held a public hearing to consider adoption of the proposed Comprehensive Plan text amendment;

WHEREAS, Monroe County policies and regulations adopted in the Monroe County Comprehensive Plan and Land Development Code are to maintain public health, safety, and welfare of the citizens of the Florida Keys and to strengthen our local government capability to manage land use and development; and

WHEREAS, based upon the documentation submitted and information provided in the accompanying staff report, the Monroe County Board of County Commissioners makes the following Conclusions of Law:

1. The proposed amendment is consistent with the Goals, Objectives and Policies of the Monroe County Year 2030 Comprehensive Plan; and
2. The proposed amendment is consistent with the Principles for Guiding Development for the Florida Keys Area of Critical State Concern, Sec. 380.0552(7), F.S.; and
3. The proposed amendment is consistent with Part II of Chapter 163, Florida Statute

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. The Monroe County Comprehensive Plan is hereby amended as follows:

Proposed Amendment: deletions are ~~stricken through~~; additions are shown in underlined.

Objective 101.2
As mandated by the State of Florida, pursuant to Section 380.0552, F.S. and Rule 28-20.140, F.A.C., and to maintain the public health, safety, and welfare, Monroe County shall maintain a maximum hurricane evacuation clearance time of 24 hours and will coordinate with the State Land Planning Agency relative to the 2012 Memorandum of Understanding that has been adopted between the County and all the municipalities and the State agencies.

Policy 101.2.1
Monroe County shall maintain a memorandum of understanding with the State Land Planning Agency, Division of Emergency Management, Marathon, Islamorada, Key West, Key Colony Beach, and Layton to stipulate, based on professionally acceptable data and analysis, the input variables and assumptions, including regional considerations, for utilizing the Florida Division of Emergency Management's (DEM) Transportation Interface for Modeling Evacuations ("TIME") Model to accurately depict evacuation clearance times for the population of the Florida Keys.

Policy 101.2.2

Monroe County shall coordinate with all the municipalities, the State Land Planning Agency and Division of Emergency Management to update the variables and assumptions for the evacuation clearance time modeling and analyses of the build-out capacity of the Florida Keys Area of Critical State Concern based upon the release of the decennial Census data. Pursuant to the 2012 completed hurricane evacuation clearance time modeling by the State Land Planning Agency, which incorporates the 2010 Census data, the County may allocate 10 years' worth of growth (197 x 10 = 1,970 allocations, 197 annual ROGO rate based on Rule 28-20.140, F.A.C.) through the year 2023, while maintaining an evacuation clearance time of 24 hours. The County adopted a slower rate of annual allocations for market rate development to extend the allocation timeframe to 2026 without exceeding the total of 1,970 allocations (see Policy 101.3.2). The County shall reevaluate the annual ROGO allocation rate based on: 1) statutory changes for hurricane evacuation clearance time requirement standards; 2) new hurricane evacuation modeling by the State Land Planning Agency and Division of Emergency Management; and 3) a new or revised memorandum of understanding with the State Land Planning Agency, Division of Emergency Management, Marathon, Islamorada, Key West, Key Colony Beach and Layton (see Policy 101.2.1).

Notwithstanding the foregoing and pursuant to Policies 101.3.2, 101.3.3 and 101.3.12, Monroe County shall establish a new allocation category to accept and award 300 affordable workforce housing early evacuation unit building permit allocations pursuant to the Workforce-Affordable Housing Initiative (Policy 101.3.12 Workforce Initiative). These allocations are in addition to the maximum allocations identified in Rules 28-20, F.A.C., and shall be required to evacuate in Phase 1 of the 48-hr evacuation of a pending major hurricane.

Policy 101.2.3

The County will consider capital improvements based upon the need for improved hurricane evacuation clearance times, including potential impacts from sea level rise to the County's evacuation route. The County will coordinate with the FDOT, the state agency which maintains U.S.1, to ensure transportation projects that maintain and improve clearance times are prioritized.

Policy 101.2.4

In the event of a pending major hurricane (Category 3—5) Monroe County shall implement the following staged/phased evacuation procedures to achieve and maintain an overall 24-hour hurricane evacuation clearance time for the resident population.

1. Approximately 48 hours in advance of tropical storm winds, a mandatory evacuation of non-residents, visitors, recreational vehicles (RVs), travel trailers, live-aboard vessels (transient and non-transient), military personnel, units approved~~,~~ and deed restricted as affordable workforce housing early evacuation units from the Florida Keys shall be initiated. State parks and campgrounds should be closed at this time or sooner and entry into the Florida Keys by non-residents should be strictly limited.
2. Approximately 36 hours in advance of tropical storm winds, a mandatory evacuation of mobile home residents, special needs residents, and hospital and nursing home patients from the Keys shall be initiated.

3. Approximately 30 hours in advance of tropical storm winds, a mandatory phased evacuation of permanent residents by evacuation zone (described below) shall be initiated. Existing evacuation zones are as follows:
   a) Zone 1 - Key West, Stock Island and Key Haven to Boca Chica Bridge (MM 1-6)
   b) Zone 2 - Boca Chica Bridge to West end of 7-mile Bridge (MM 6-40)
   c) Zone 3 - West end of 7-Mile Bridge to West end of Long Key Bridge (MM 40-63)
   d) Zone 4 - West end of Long Key Bridge to CR 905 and CR 905A intersection (MM 63-106.5 and MM 1-9.5 of CR 905)
   e) Zone 5 - 905A to, and including Ocean Reef (MM 106.5-126.5)

The actual sequence of the evacuation by zones will vary depending on the individual storm. The concepts embodied in this staged evacuation procedures should be embodied in the appropriate County operational Emergency Management Plans.
The evacuation plan shall be monitored and updated on an annual basis to reflect increases, decreases and or shifts in population; particularly the resident and non-resident populations.

For the purpose of implementing Policy 101.2.4, this Policy shall not increase the number of allocations to more than 197 residential units a year, except for affordable housing. Any increase in the number of allocations shall be for affordable housing. Monroe County hereby accepts 300 affordable workforce ~~(affordable)~~ housing early evacuation unit building permit allocations pursuant to the Workforce-Affordable Housing Initiative (Policy 101.3.12 Workforce Initiative) authorized by the Florida Administration Commission, Chapter 2023-17, Laws of Florida, and the State Land Planning Agency ~~Florida Department Economic Opportunity~~. These early evacuation allocations are in addition to the maximum allocations identified in Rules 28-20, F.A.C., and shall be restricted to rental occupancy for those who derive at least 70% of their income as members of the workforce in Monroe County and who meet the affordable housing income categories of the Monroe County Land Development Code. The early evacuation allocations shall be required to evacuate in Phase 1 of the 48-hr evacuation as provided in Policy 101.2.4 ~~of a pending major hurricane~~. No new additional residential dwelling unit allocations shall be authorized within the Phase 1 of the 48-hr evacuation unless approved and provided by the Florida Administration Commission and the State Land Planning Agency ~~Florida Department Economic Opportunity~~ after review of hurricane evacuation modeling results by the State Land Planning Agency and the Division of Emergency Management of available evacuation capacity and a review of the level of service and available capacity for all public facilities.

Objective 101.3
Monroe County shall regulate new residential development based upon the finite carrying capacity of the natural and man-made systems and the growth capacity while maintaining a maximum hurricane evacuation clearance time of 24 hours.

Policy 101.3.1
Monroe County shall maintain a Permit Allocation System for new residential development known as the Residential Rate of Growth Ordinance (ROGO) System. The

Permit Allocation System shall limit the number of permits issued for new residential dwelling units. The ROGO allocation system shall apply within the unincorporated area of the county, excluding areas within the county mainland and within the Ocean Reef planned development (Future development in the Ocean Reef planned development is based upon the December 2010 Ocean Reef Club Vested Development Rights Letter recognized and issued by the Department of Community Affairs). New residential dwelling units included in the ROGO allocation system include the following: affordable housing units; market rate dwelling units; mobile homes; institutional residential units (except hospital rooms) and affordable workforce housing early evacuation units.

Vessels are expressly excluded from the allocation system, as the vessels do not occupy a distinct location, and therefore cannot be accounted for in the County's hurricane evacuation model. Under no circumstances shall a vessel, including live-aboard vessels, or associated wet slips be transferred upland or converted to a dwelling unit of any other type. Vessels or associated wet slips are not considered ROGO allocation awards, and may not be used as the basis for any type of ROGO exemption or TRE (Transfer of ROGO Exemption).

ROGO Allocations for rooms, hotel or motel; campground spaces; transient residential units; and seasonal residential units are subject to Policy 101.3.5.

For purposes of this Policy, the redevelopment or replacement of any lawfully established unit within the Venture out community, which is located in the Lower Keys at MM23 on Cudjoe Key, that does not increase the number of units, above that which existed on or before January 4, 1996, shall be exempt from the permit allocation (ROGO) system. Policies 101.3.5 and 101.6.8 shall not apply to Venture Out, and the units within Venture Out may be developed as either detached dwelling, mobile home or recreational vehicle use through the approval of a building permit, provided the following are met:

1. To not increase the hurricane evacuation clearance time of permanent residents, in the event of a pending major hurricane (Category 3—5), a mandatory evacuation of all occupants of units within Venture Out, regardless of unit type, is required at least 48 hours in advance of tropical storm winds. Approximately 48 hours in advance of tropical storm winds, a mandatory evacuation of occupants residing in a permanent unit shall be initiated and a mandatory evacuation of both the occupants of recreational vehicles (RVs) and the RVs shall be initiated;
2. Notwithstanding the provisions of Policy 101.5.5, the interchangeability of detached dwelling (permanent), mobile home (permanent) and recreational vehicles (transient) uses may occur only within the gated Venture Out community with a managing entity responsible for evacuation;
3. Recreational Vehicle occupancies or tenancies of six (6) months or more is prohibited;
4. Recreational Vehicles must meet all land development regulations, floodplain management regulations and any building code requirements for recreational vehicles;

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5. A recreational vehicle must have current licenses required for highway travel, be attached to the site only by the quick disconnect-type utilities, and no permanent additions such as sun rooms or state rooms shall be permitted;
6. Notwithstanding the transfer provisions within Policy 101.6.8, no unit, regardless of use type, within the Venture Out community may be transferred to another site outside of the Venture Out community; and
7. In no case shall recreational vehicles (transient units) be developed as a hotel/motel.

Policy 101.3.2

The number of permits issued for residential dwelling units under the Rate of Growth Ordinance shall not exceed a total of 1,970 new allocations for the time period of July 13, 2013 through July 12, 2026, plus any available unused ROGO allocations from a previous ROGO year and 300 affordable workforce housing early evacuation unit building permit allocations authorized by the Florida Administration Commission, Chapter 2023-17, Laws of Florida, and the State Land Planning Agency ~~Florida Department Economic Opportunity~~. A ROGO year means the twelve-month period beginning on July 13. Market rate allocations shall not to exceed 126 residential units per year. Unused allocations for market rate shall be available for Administrative Relief.

In 2012, pursuant to Rule 28-20.140, F.A.C., the State Land Planning Agency ~~Department of Economic Opportunity~~ completed the hurricane evacuation clearance time modeling task and found that with 10 years' worth of building permits, the Florida Keys would be at a 24 hour evacuation clearance time. This creates challenges for State of Florida and Monroe County as there are 8,168 privately owned vacant parcels [3,979 Tier I; 393 Tier II, 260 Tier III-A (SPA); 3,301 Tier III, and 235 No tier (ORCA, etc.)] and with 1,970 new allocations this may result in a balance of 6,198 privately held vacant parcels at risk of not obtaining permits in the future. In recognition of the possibility that the inventory of vacant parcels exceeds the total number of allocations which the State will allow the County to award, the County adopted a slower rate of annual allocations for market rate development to extend the allocation timeframe to 2026 and is accepting 300 affordable workforce ~~(affordable)~~ housing early evacuation unit building permit allocations pursuant to the Workforce-Affordable Housing Initiative (Policy 101.3.12 Workforce Initiative) authorized by the Florida Administration Commission, Chapter 2023-17, Laws of Florida, and the State Land Planning Agency ~~Florida Department Economic Opportunity~~. These affordable workforce housing early evacuation allocations that are in addition to the maximum building permit allocations identified in Rules 28-20, F.A.C. The County will consider adopting an extended timeframe for distribution of the ROGO allocations through 2033 with committed financial support from its State and Federal partners. This timeframe can provide a safety net to the County and provide additional time to implement land acquisition and other strategies to reduce the demand for ROGO allocations and help transition land into public ownership.

The County is actively engaged in acquisitions and is requesting its State and Federal partners for assistance with implementing land acquisitions in Monroe County. The County will allocate the 1,970 new dwelling unit allocations through July 12, 2026. If substantial financial support is provided by July 12, 2023, the County will reevaluate the

ROGO distribution allocation schedule and consider an extended timeframe for the distribution of market rate allocations (through a comprehensive plan amendment). Further, the State and County shall develop a mutually agreeable position defending inverse condemnation cases and Bert J. Harris, Jr. Private Property Rights Protection Act cases, with the State having an active role both directly and financially in the defense of such cases.

The County shall distribute ROGO allocations by ROGO year, as provided in the table below.

ROGO Year	Annual Allocation		
	Market Rate	Affordable Housing	Affordable Workforce Housing Early Evacuation Initiative
July 13, 2013—July 12, 2014	126	71	N/A
July 13, 2014—July 12, 2015	126	71	
July 13, 2015—July 12, 2016	126	568 total AFH (total available immediately)	
July 13, 2016—July 12, 2017	126		
July 13, 2017—July 12, 2018	126		
July 13, 2018—July 12, 2019	126		
July 13, 2019—July 12, 2020	126		
July 13, 2020—July 12, 2021	64		
July 13, 2021—July 12, 2022	64		300**
July 13, 2022—July 12, 2023	64		
July 13, 2023—July 12, 2024	62		
July 13, 2024—July 12, 2025	62		
July 13, 2025—July 12, 2026	62		
TOTAL	1,260	710*	300**

*Includes two annual affordable ROGO allocations for the Big Pine Key/No Name Key subarea) through the Incidental Take Permit (ITP) ending in 2023.
** Affordable ~~W~~workforce housing early evacuation unit building permit allocations shall be available countywide (unincorporated county) in the Upper and Lower Keys subareas and distributed on a first-come first-serve basis. Requests for dwelling units developed and/or deed-restricted utilizing the affordable workforce housing early evacuation unit building permit allocations are subject to the provisions of Policy 101.3.12.

The State of Florida, pursuant to Administration Commission Rules, may modify the annual allocation rate. Monroe County will request a Rule change from the Administration Commission to authorize the above allocation timeframe and rate.

Policy 101.3.3

Monroe County shall allocate at least 20% of the annual allocation, or as may be established by the State of Florida, pursuant to Administration Commission Rules, to affordable housing units as part of ROGO. Any portion of the allocations not used for affordable housing shall be retained and be made available for affordable housing from ROGO year to ROGO year. Affordable housing eligible for this separate allocation and affordable workforce housing early evacuation units shall meet the criteria specified in Policy 601.1.4 and the Land Development Code, but shall not be subject to the competitive Residential Permit Allocation and Point System in Policy 101.6.4. Any parcel proposed for affordable housing or affordable workforce housing early evacuation units shall not be located within an area designated as Tier I as set forth under Goal 105 or within a Tier III-A Special Protection Area as set forth in Policy 205.1.1.

Notwithstanding the foregoing, and notwithstanding Policy 101.6.2. affordable housing ROGO allocations may be awarded to Tier I or Tier III-A properties which meet all of the following criteria:

1. The property contains an existing market rate dwelling unit that meets the criteria in LDC Section 138-22(a) and is determined to be exempt from ROGO;
2. The proposed replacement affordable dwelling unit meets current Florida Building Code and is not a mobile home;
3. The proposed replacement dwelling unit shall be deed restricted for a period of at least 99 years as affordable housing pursuant to the standards of the Land Development Code; and
4. The proposed site plan for the replacement affordable dwelling unit does not propose any additional clearing of habitat.

Policy 101.3.4

The Permit Allocation System (or Rate of Growth Ordinance) for new residential development shall specify procedures for:

1. establishing the annual number of ~~permits~~ allocations for new residential units to be issued during the next ROGO year based upon, but not limited to the following:
   a. expired allocations and building permits in previous year;
   b. allocations available, but not allocated in previous year;
   c. number of allocations borrowed from future quarters;
   d. vested allocations;
   e. modifications required or provided by Administration Commission Rules;
   f. modifications required or provided by this plan or agreement pursuant to Chapter 380, Florida Statutes; and
   g. receipt or transfer of affordable housing allocations by intergovernmental agreement; and
   h. receipt or transfer of allocations pursuant to the 2012 Hurricane Evacuation Clearance Time Memorandum of Understanding.
2. allocation of affordable housing, affordable workforce housing early evacuation unit~~s~~ building permit allocations and market rate housing units in accordance with Policies 101.3.2 and 101.3.3; and
3. timing of the acceptance of applications, evaluation and scoring of applications, and issuance of permits for new residential development during the calendar year.

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Policy 101.3.5
Due to the limited number of allocations and the State's requirement that the County maintain a maximum hurricane evacuation clearance time of 24 hours, Monroe County shall prohibit new transient residential allocations for hotel or motel rooms, campground spaces, or spaces for parking a recreational vehicle or travel trailer July 2026. Lawfully established transient units shall be entitled to one unit for each type of unit in existence before January 4, 1996, for use as a ROGO exemption.

Policy 101.3.6
All public and institutional uses (except hospital rooms) that predominately serve the County's non-transient population and which house temporary residents shall be subject to the Permit Allocation System for residential development, except upon factual demonstration that such transient occupancy is of such a nature so as not to adversely impact the hurricane evacuation clearance time of Monroe County.

* * * * * *

Policy 101.3.9
For those ROGO applications and properties which have not received a ROGO award for four consecutive years and have applied for administrative relief, which are designated Tier I, II, or IIIA, the County or the State shall offer to purchase the property if funding for such is available. Refusal of the purchase offer shall not be grounds for granting a ROGO award.

Policy 101.3.10
Notwithstanding any other provision of the Plan, except the last sentence of this Policy 101.3.10, building allocations utilized for affordable housing projects may be pooled and transferred between ROGO sub-areas, excluding the Big Pine/No Name Keys ROGO subarea, and between local government jurisdictions within the Florida Keys Area of Critical State Concern (ACSC). Any such transfer of affordable housing allocations between local government jurisdictions must be accomplished through an interlocal agreement between the sending and receiving local governments. Interlocal agreements that involve assigning the County's affordable housing (not including affordable housing allocations banked for takings cases) allocations *to existing dwelling units within a municipality* with a requirement that the associated market rate ROGO/BPAS exemptions be transferred into the unincorporated County as an exchange for the affordable housing allocations transferred to the municipality, shall be accomplished through a minor conditional use permit approval and shall be subject to the receiver site criteria in Policy 101.6.8 and may be transferred to any subarea within the unincorporated County. In no event shall the County (1) pool and transfer affordable workforce housing early evacuation unit building permit allocations between ROGO sub-areas, (2) transfer affordable workforce housing early evacuation unit building permit allocations to another government jurisdiction, (3) receive affordable workforce housing early evacuation unit building permit allocations from another government jurisdiction, or (4) transfer affordable housing ROGO allocations received by the County in exchange for workforce housing early evacuation unit allocations to another government jurisdiction.

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Policy 101.3.11

Monroe County may receive additional building permit allocations pursuant to the 2012 completed hurricane evacuation clearance time modeling and allocation recommendations by the State Land Planning Agency and the Administration Commission's direction that the City of Key West \ transfer annually (by July 15th) any remaining unused allocations for that year to the other Florida Keys' local governments based upon the local governments' ratio of vacant land. Any transferred allocations from the City of Key West to Monroe County shall be made available for Administrative Relief. Monroe County may receive, and award 300 building permit allocations designated as affordable workforce housing early evacuation units pursuant to the Workforce-Affordable Housing Initiative (Policy 101.3.12 Workforce Initiative) as provided by the Florida Administration Commission and the State Land Planning Agency ~~Florida Department Economic Opportunity~~. These early evacuation allocations that are in addition to the maximum allocations identified in Rules 28-20, F.A.C., and shall be required to evacuate in Phase 1 of the 48-hr evacuation of a pending major hurricane.

Policy 101.3.12

Affordable Workforce Housing Early Evacuation Initiative. To support Monroe County's workforce by alleviating constraints on affordable housing, to protect private property rights and address potential liability, the County is participating in the Workforce-Affordable Housing Initiative (Workforce Initiative), as approved during the June 13, 2018 meeting of the Florida Administration Commission. Monroe County accepts the 300 affordable workforce housing early evacuation building permit allocations pursuant to the Workforce-Affordable Housing Initiative authorized by the Florida Administration Commission, Chapter 2023-17, Laws of Florida, and the State Land Planning Agency ~~Florida Department Economic Opportunity~~. The Workforce-Affordable Housing Initiative will require dwelling units constructed and/or deed restricted with workforce housing early evacuation building permit allocations to evacuate occupants in Phase 1 of the 48-hr evacuation of a pending major hurricane, pursuant to the criteria below.

To participate in the Workforce Initiative, Monroe County shall be responsible for the management, distribution, and enforcement of requirements associated with the affordable workforce housing early evacuation building permit allocations. Monroe County shall ensure adherence to these requirements through implementation of this policy and shall annually provide to the State Land Planning Agency ~~Florida Department Economic Opportunity~~ a report indicating the number of affordable workforce housing early evacuation units built and/or deed restricted, occupancy rates, and compliance with the requirement to evacuate the units in Phase I of an evacuation. The annual report shall be provided to the State in a timely manner such that the State may include the information in the required Annual Report to the ~~Governor and Cabinet~~ Florida Administration Commission on the County's progress toward completion of its Work Program pursuant to Rule 28-20, F.A.C.

Dwelling units developed and/or deed restricted utilizing the affordable workforce housing early evacuation unit building permit allocations are subject to the following:

(a) Requests for affordable workforce housing early evacuation unit building permit allocations ~~shall be available only for a 1 for 1 exchange for affordable allocations/exemptions and~~ require a reservation via BOCC resolution. The BOCC may, at its discretion, place conditions on any reservation as it deems appropriate such as establishing the income categories for allocations granted. ~~The BOCC may, at its discretion, exchange existing reserved affordable allocations for allocations under the Workforce Initiative to private development and nonprofit sector partners willing to meet the requirements of the workforce housing early evacuation unit allocations. Further, the BOCC may, at its discretion, approve the exchange of existing deed-restricted affordable housing units (lawful affordable exemptions) at existing multifamily residential developments for allocations under the Workforce Initiative to private development and nonprofit sector partners willing to meet the requirements of the workforce housing early evacuation unit allocations.~~

~~(1) The affordable allocations returned to the County in exchange for workforce housing early evacuation unit allocations shall be banked and used for future administrative relief, beneficial use determinations and to resolve inverse condemnation cases and Bert J. Harris, Jr. Private Property Rights Protection Act cases.~~

~~(2) To maintain consistency with Rule 28-20.140(2)(b), F.A.C., the affordable allocations returned to the County shall be maintained as affordable allocations and shall also be returned to the original affordable housing category (very low/low/median income vs. moderate income pool).~~

~~(3) The workforce housing early evacuation unit allocations must be utilized based on the original approved affordable housing income category or a lesser income category.~~

~~(4) Administrative relief means actions taken by the County granting the owner of real property relief from the continued application of the Rate of Growth Ordinance (ROGO) restrictions provided they meet the criteria established in the Comprehensive Plan and Land Development Code.~~

~~(5) Beneficial use means the use of property that allows an owner to derive a benefit or profit in the exercise of a basic property right. For the purpose of this policy, beneficial use shall mean the minimum use of the property necessary to avoid the finding of a regulatory taking under current land use case law.~~

~~(b) The construction of dwelling units, the redevelopment or the deed restriction of existing dwelling units utilizing workforce housing early evacuation unit allocations shall require approval of a resolution approving a contract between the BOCC and the applicant to officially exchange the allocations and confirm compliance with the requirements Workforce Initiative within this Policy.~~

(~~c~~b) All affordable workforce housing early evacuation units require a deed-restriction ensuring:

(1) Before any building permit may be issued for any structure, portion or phase of a project subject to the Workforce Initiative, a restrictive covenant shall be approved by the Planning Director and County Attorney and recorded in the Office of the Clerk of the County to ensure compliance with the provision of this section running in favor of the County and enforceable by the County and, if applicable, a participating municipality. The following requirements shall apply to these restrictive covenants:

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a. The covenants for any workforce housing early evacuation units shall be effective for 99 years.

b. The covenants shall not commence running until a certificate of occupancy has been issued by the Building Official for the dwelling unit or dwelling units to which the covenant or covenants apply.

c. For existing dwelling units that are deed-restricted as workforce housing early evacuation units, the covenants shall commence running upon recordation in the Official Records of Monroe County.

(2) The covenants shall require that the workforce housing early evacuation units to be restricted to rental occupancy for those who derive at least 70% of their income as members of the workforce in Monroe County and who meet the affordable housing income categories of the Monroe County Land Development Code. The occupants are required to annually verify their employment and income eligibility.

(3) The covenants shall require occupants to evacuate in Phase 1 of the 48-hr evacuation of a pending major hurricane. Persons living in the workforce housing early evacuation units who may be exempted from evacuation requirements are limited to law enforcement, correctional and fire personnel, health care personnel, and public employees with emergency management responsibilities. If there is an occupant that indicates their employment is considered a 'first-responder position' and not included in the list of exemptions above, then the Planning Director shall determine, in writing, whether the person may be exempted because of a requirement to remain during an emergency. Any person claiming exemption under this provision shall submit of an affidavit of qualification and faithfully certify their status with the onsite property management.

(4) The covenants shall require rental agreements which contain a separate disclosure requiring rental occupants to acknowledge the existing restrictive covenant on the unit requiring evacuation in Phase 1 of the 48-hr evacuation and that failure to adhere to the Phase 1 evacuation requirement could result in severe penalties, including eviction, to the occupant.

(5) The covenants shall require onsite property managers and a separate employment disclosure requiring the maintenance of training in evacuation procedures and an acknowledgement that failure to adhere to the Phase 1 evacuation requirement could result in severe penalties, including termination.

(~~d~~c) Affordable ~~W~~workforce housing early evacuation units shall be restricted to rental occupancy for those who derive at least 70% of their income as members of the workforce in Monroe County and who meet the affordable housing income categories of the Monroe County Land Development Code. Workforce means individuals or families who are gainfully employed supplying goods and/or services to Monroe County residents or visitors.

(~~e~~d)Affordable ~~W~~workforce housing early evacuation units shall require onsite property management with property managers trained in evacuation procedures and required to manage the evacuation of tenants in Phase I of an evacuation. During traditional working hours, the property manager must be at an office within the affordable workforce housing early evacuation unit development subject property.

Outside the traditional working hours, the property manager must be available at all times to respond to evacuation orders.

(~~f~~e) The property management entity for the affordable workforce housing early evacuation units shall be required to annually verify the employment and income eligibility of tenants; report the total units on the site, the occupancy rates of units, and tenant compliance with the requirement to evacuate the units in Phase I of an evacuation, including the number of occupants that are exempt from the evacuation requirements. The property management entity must submit a report to the Planning and Environmental Resources Department by May 1 of each year. Further, each lease and this annual report shall be kept by the property manager and be available for inspection by the County during traditional working hours.

(~~g~~f) Affordable ~~W~~workforce housing early evacuation units shall be located within an area designated as Tier III.

(~~h~~g) Affordable ~~W~~workforce housing early evacuation units shall not be located in the V-Zone or within a Coastal Barrier Resource System (CBRS).

(~~i~~h) Affordable ~~W~~workforce housing early evacuation units shall be located on a property which has all infrastructure available (potable water, adequate wastewater treatment and disposal wastewater meeting adopted LOS, paved roads, etc.).

(~~j~~i) All affordable workforce housing early evacuation units must demonstrate compliance with all applicable federal standards for accessibility for persons with disabilities (ADA Compliance).

(~~k~~j) To the greatest extent practicable, a development utilizing affordable workforce housing early evacuation unit building permit allocations shall incorporate sustainable and resilient design principles into the overall site design ~~and be accessible to employment centers in Key West, Stock Island and Marathon~~.

(k) To the greatest extent practicable, a development utilizing affordable workforce housing early evacuation unit building permit allocations shall be accessible to employment centers in Key West, Stock Island and Marathon.

GOAL 601

Monroe County shall adopt programs and policies to facilitate access by residents to adequate and affordable housing that is safe, decent, and structurally sound, and that meets the needs of the population based on type, tenure characteristics, unit size and individual preferences.

Objective 601.1

To ensure that affordable housing opportunities are available throughout the entire community and to maintain a balanced and sustainable local economy and the provision of essential services, Monroe County shall implement the following defined policies to reduce estimated affordable housing need for its workforce and households in the very low, low, median and moderate income classifications. [F.S. § 163.3177(6)(f)1.]

Policy 601.1.1

Monroe County shall maintain land development regulations, in conjunction with the Permit Allocation System, for apportioning future affordable housing development.

Policy 601.1.2

Monroe County shall continue its participation in Federal and State housing assistance programs to rehabilitate owner and rental housing for very low, low, median, and moderate income residents by seeking grants, loans, and technical assistance in conjunction with the Monroe County Housing Authority. Monroe County shall also participate, as appropriate, in FEMA Hazard Mitigation Grant Program (HMGP), Flood Mitigation Assistance (FMA) Program and Community Development Block Grant - Disaster Recovery (CDBG-DR) grant programs to support the completion of flood mitigation projects, such as the elevation of homes above base flood level to reduce the risk of future flood damage. [F.S. § 163.3177(6)(f)3.]

Policy 601.1.3

The Monroe County Land Authority shall maintain a list of buildable properties owned or targeted for acquisition by the Land Authority which potentially could be donated or made available for affordable housing. This list will be updated annually and made available to the public. The guidelines established in Policies 601.1.10 and 601.1.11 shall be considered in the formulation of this list.

Policy 601.1.4

All affordable housing projects which receive development benefits from Monroe County, including but not limited to ROGO allocation award(s) reserved for affordable housing, maximum net density, or donations of land, shall be required to maintain the project as affordable for a period of 99 years pursuant to deed restrictions or other mechanisms specified in the Land Development Code, and administered by Monroe County or the Monroe County Housing Authority.

Policy 601.1.5

If Monroe County funding or County-donated land is to be used for any affordable housing project, alternative sites shall be assessed according to the following guidelines:

1. The location of endangered species habitat. Sites within known, probable, or potentially suitable threatened or endangered species habitat shall be avoided.
2. The environmental sensitivity of the vegetative habitat. The habitat sensitivity shall be determined according to the ranking specified in the Environmental Design Criteria section of the Land Development Code. Disturbed sites shall be selected, unless no feasible alternative is available.
3. Sites located within V-Zones, on offshore islands, or within CBRS units shall be avoided.
4. The level of service provided in the vicinity for all public facilities. Areas which are at or near capacity for one or more public facility should be avoided.
5. Proximity to employment and retail centers. Sites within five miles of employment and retail centers shall be preferred.

Policy 601.1.6

Monroe County shall identify funding sources that could be made available to support community-based non-profit organizations such as Habitat for Humanity in their efforts to provide adequate affordable housing.

Policy 601.1.7

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Monroe County shall continue to participate in the State Housing Incentives Partnership program as specified in the 1992 William Sadowski Affordable Housing Act. Monroe County shall also continue to maintain a Local Housing Assistance Plan and Affordable Housing Incentive Strategies as specified in the Act and recommended by the Monroe County Affordable Housing Advisory Committee.

Policy 601.1.8

Monroe County shall allocate at least 20% of the annual ROGO allocation, or as may be established by the State of Florida, pursuant to Administration Commission Rules, to affordable housing units, as specified in Policy 101.3.3. Affordable housing eligible for this separate allocation must meet the criteria established in the Land Development Code. Monroe County may award 300 additional building permit allocations designated as affordable workforce housing early evacuation units pursuant to the Workforce-Affordable Housing Initiative (Policy 101.3.12 Workforce Initiative) as provided by the Florida Administration Commission, Chapter 2023-17, Laws of Florida, and the State Land Planning Agency ~~Florida Department Economic Opportunity~~. These building permit allocations are in addition to the maximum allocations identified in Rules 28-20, F.A.C., are restricted to rental occupancy for those who derive at least 70% of their income as members of the workforce in Monroe County and who meet the affordable housing income categories of the Monroe County Land Development Code, and shall be required to evacuate in Phase 1 of the 48-hr evacuation of a pending major hurricane.

Section 2. **Severability.** If any section, subsection, sentence, clause, item, change, or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such validity.

Section 3. **Repeal of Inconsistent Provisions.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

Section 4. **Transmittal.** This ordinance shall be transmitted by the Director of Planning to the State Land Planning Agency pursuant to Chapter 163 and 380, Florida Statutes.

Section 5. **Filing and Effective Date.** This ordinance shall be filed in the Office of the Secretary of the State of Florida but shall not become effective until a notice is issued by the State Land Planning Agency or Administration Commission finding the amendment in compliance with Chapter 163, Florida Statutes and after any applicable challenges have been resolved.

Section 6. **Inclusion in the Comprehensive Plan.** The text amendment shall be incorporated in the Monroe County Comprehensive Plan. The numbering of the foregoing amendment may be renumbered to conform to the numbering in the Monroe County Comprehensive Plan.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting held on the ____day of_____,_____.

Mayor James K. Scholl, District 3	_____
Mayor *Pro Tem* Michelle Lincoln, District 2	_____
Commissioner Craig Cates, District 1	_____
Commissioner David Rice, District 4	_____
Commissioner Holly Merrill Raschein, District 5	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY _____
MAYOR JAMES K. SCHOLL

(SEAL)

ATTEST: KEVIN MADOK, CLERK

_____
AS DEPUTY CLERK

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MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

To: Monroe County Board of County Commissioners

Through: Emily Schemper, AICP, CFM, Growth Management Director

From: Cheryl Cioffari, AICP, Assistant Director of Planning

Date: March 26, 2025

Subject: An ordinance by the Monroe County Board of County Commissioners amending the Future Land Use Element and the Housing Element of the 2030 Monroe County Comprehensive Plan to eliminate the 1-for-1 exchange for the remaining 300 workforce affordable housing early evacuation unit building permit allocations (File 2024-213)

Meeting: April 16, 2025

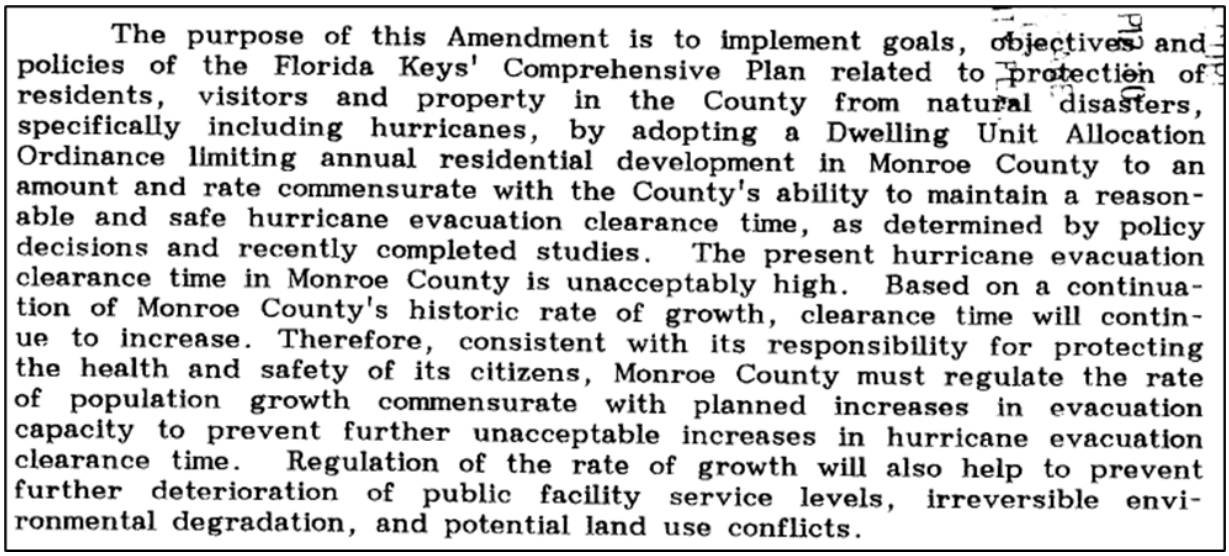
I. REQUEST

The Monroe County Planning & Environmental Resources Department is proposing amendments to the Future Land Use Element and the Housing Element of the 2030 Comprehensive Plan, as directed by the BOCC on September 11, 2024, to eliminate the 1-for-1 exchange for the remaining 300 workforce affordable housing early evacuation unit building permit allocations.

II. BACKGROUND INFORMATION

Section 380.0552, F.S., the Florida Keys Area protection and designation as area of critical state concern, establishes the intent to "ensure that the population of the Florida Keys can be safely evacuated," [380.0552(2)(j), F.S.] and requires that amendments to each local government's comprehensive plan to include "goals, objectives, and policies to protect public safety and welfare in the event of a natural disaster by maintaining a hurricane evacuation clearance time for permanent residents of no more than 24 hours. The hurricane evacuation clearance time shall be determined by a hurricane evacuation study conducted in accordance with a professionally accepted methodology and approved by the state land planning agency" [380.0552(9)(a)2, F.S.].

In order to accomplish the hurricane evacuation requirements by the State, the County adopted a Permit Allocation System known as the Rate of Growth Ordinance (ROGO).



The purpose of this Amendment is to implement goals, objectives and policies of the Florida Keys' Comprehensive Plan related to protection of residents, visitors and property in the County from natural disasters, specifically including hurricanes, by adopting a Dwelling Unit Allocation Ordinance limiting annual residential development in Monroe County to an amount and rate commensurate with the County's ability to maintain a reasonable and safe hurricane evacuation clearance time, as determined by policy decisions and recently completed studies. The present hurricane evacuation clearance time in Monroe County is unacceptably high. Based on a continuation of Monroe County's historic rate of growth, clearance time will continue to increase. Therefore, consistent with its responsibility for protecting the health and safety of its citizens, Monroe County must regulate the rate of population growth commensurate with planned increases in evacuation capacity to prevent further unacceptable increases in hurricane evacuation clearance time. Regulation of the rate of growth will also help to prevent further deterioration of public facility service levels, irreversible environmental degradation, and potential land use conflicts.

ROGO adopted pursuant to Ordinance 016-1992, adopted 6/23/1992

The Rate of Growth Ordinance (ROGO) was implemented to provide for the safety of residents in the event of a hurricane evacuation and to protect the significant natural resources of Monroe County, as required by the State of Florida. The County originally reduced the annual permitting rate from approximately 500+ units per year to 255 units per year. Later the State adjusted the annual allocation (see Rule 28-20, F.A.C.) to 197 units per year. Each year's ROGO allocation of 197 new units is split with a minimum of 71 units allocated for affordable housing and market rate allocations cannot to exceed 126 new residential units per year.

In 2012, pursuant to Rule 28-20.140, F.A.C., the Department of Economic Opportunity (DEO) completed the hurricane evacuation clearance time modeling task and found that with 10 years' worth of building permits, the Florida Keys would be at a 24 hour evacuation clearance. Based upon the resulting 24 hour evacuation clearance, DEO determined the remaining allocations for the Florida Keys (3,550 additional permits countywide, 1,970 of these permits would go to Monroe County). In March 2013, the Governor and Cabinet, sitting as the State Administration Commission, approved the recommendation to allocate 10 years' worth of growth to the Florida Keys.

Previous Relevant BOCC Action

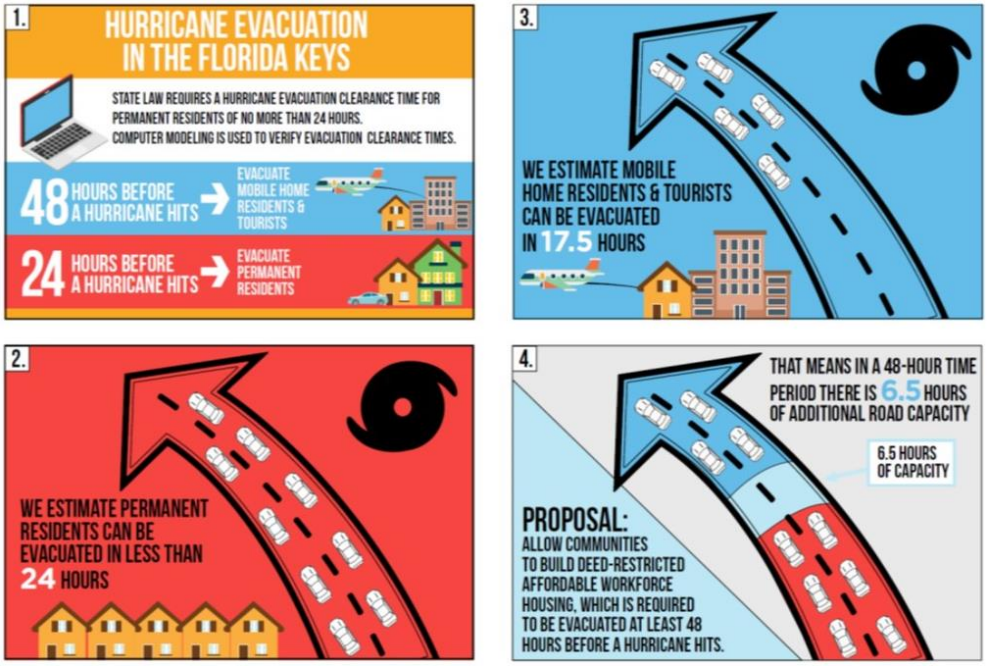
On April 13, 2016, the BOCC adopted the 2030 Comprehensive Plan and Land Development Code, which included a ROGO allocation distribution through the year 2023, based on Rule 28-20.140, F.A.C., and the Department of Economic Opportunity's completion of the hurricane evacuation clearance time modeling task that found with 10 years' worth of building permits, the Florida Keys would be at a 24 hour evacuation clearance time (Phase 2 of the 48-hr phased/staged evacuation).

On May 2, 2018, Governor Rick Scott issued a press release outlining an initiative to the Florida Department of Economic Opportunity ("DEO") for a Keys Workforce Housing Initiative (Exhibit 1). The proposed initiative would allow 1,300 additional Rate of Growth Ordinance (ROGO) allocations throughout the Florida Keys (ROGOs or Building Permit Allocation Systems) for rental workforce housing, with a condition that the rental occupants evacuate in the early phase (48-hour window) of a hurricane evacuation. Any development receiving the units would be required to sign a rental management agreement indicating they would be required to assure the evacuation of all occupants of the development. Under the initiative, each jurisdiction would be eligible to receive up to 300 of these

units. The press release specifically stated, "To meet the increased demand for workforce housing, the innovative Keys Workforce Housing Initiative will require new construction that participates to commit to evacuating renters in the 48-hour window of evacuation."

On June 13, 2018, the Florida Administration Commission approved the Workforce Housing Initiative. Florida Keys' local governments that choose to participate in the initiative are to work with DEO to amend their respective comprehensive plans to allow for additional building permits for rental workforce housing with the condition of early evacuation.

DEO provided County staff with preliminary draft language based on the minimum requirements established in the initiative to use as a starting point when drafting proposed language (Exhibit 2). Additionally, DEO issued the graphic below demonstrating the 2012 Hurricane Evacuation model results that indicated there were still 6.5 hours of additional road capacity in Phase 1 of the hurricane evacuation model.



In support of the Housing Initiative at the June 13, 2018 Cabinet meeting, DEO staff made a presentation stating that the Phase I evacuation (under the existing staged evacuation plan) can be accomplished in 17.5 hours, leaving additional capacity of 6.5 hours in Phase I. DEO concluded that the Housing Initiative "will not interfere with the 24-hour evacuation model and satisfies the statutory mandate to provide affordable housing."

On May 2, 2018, Governor Rick Scott issued a press release outlining an initiative to the Florida Department of Economic Opportunity ("DEO") for a Keys Workforce Housing Initiative. The proposed initiative would allow 1,300 additional Rate of Growth Ordinance (ROGO) allocations throughout the Florida Keys (ROGOs or Building Permit Allocation Systems).

Commissioner Rice called a special meeting for May 10, 2018 at 11 a.m. in Marathon to provide the Commission and the public an opportunity to discuss the proposal prior to the Cabinet meeting (May 15, 2018). At the May 10, 2018 Special BOCC Meeting, the BOCC directed County staff to discuss concerns identified with DEO and provide an update to the BOCC at the next meeting.

On May 16, 2018, the County Attorney provided the BOCC a report on the Governor's proposal for 1,300 additional ROGO allocations following her meeting with DEO and state level staff. He advised the Board that they have a cabinet meeting scheduled for June 13, 2018 to discuss the allocations further.

On May 16, 2018, the BOCC directed County staff to present the Board's questions and concerns regarding the Workforce Initiative at the meeting with the Cabinet on June 13, 2018.

On June 13, 2018, the Florida Administration Commission approved the Workforce Housing Initiative. Florida Keys' local governments that choose to participate in the initiative will work with DEO to amend their respective comprehensive plans to allow for additional building permits for rental workforce housing with the condition of early evacuation.

On August 15, 2018, the BOCC directed County staff to prepare a discussion and direction item regarding the Keys Workforce Housing Initiative for the September 19, 2018 regular BOCC meeting.

On September 19, 2018, the BOCC directed County staff to draft proposed policy alternatives to the state's initiative that address several concerns raised related to the enforceability of the evacuation provisions. Additionally, the BOCC asked the County Attorney to research whether the state's Florida Keys Workforce Housing Initiative, which, if implemented, would create a precedent that would require the state to award as many as 10,000 additional units in the future.

On January 30, 2019, the BOCC considered options to accept the 300 units. Staff drafted three (3) options for consideration by the BOCC:

1. Do not accept the 300 early evacuation affordable ROGOs and extend ROGO allocations through 2026;
2. Accept the 300 early evacuation affordable ROGOs and extend ROGO allocations until 2026; and
3. Accept the 300 early evacuation affordable ROGOs and do not extend ROGO beyond 2023.

The BOCC took no action.

On January 22, 2020, the BOCC adopted Ord. 005-2020 to extend the remaining market rate ROGOs out for an additional three (3) years from 2023 to 2026.

On January 22, 2020, the BOCC directed staff to prepare an agenda item to discuss and provide direction on whether to direct staff to process Comprehensive Plan and Land Development Code amendments to: 1) move a portion of market-rate Rate Of Growth Ordinance (ROGO) units to the affordable housing allocation pool and/or 2) accept the 300 Workforce Housing units offered by the Department of Economic Opportunity (DEO) required to evacuate in Phase 1 of the Hurricane Evacuation model.

On February 19, 2020, the BOCC discussed whether to direct staff to process a comprehensive plan and land development code amendment to: 1) move a portion of the 378 remaining Market Rate - Rate of Growth Ordinance (ROGO) units through 2026 to the Affordable Housing allocation pool and/or 2) accept the 300 Workforce Housing units offered by the Department of Economic Opportunity (DEO) required to evacuate in phase 1 of the hurricane evacuation model. The BOCC did not decide on the potential shifting of market rate allocations to the affordable housing pool but did direct staff to start the process to accept the 300 workforce housing units.

On July 15, 2020, during a discussion item on potentially shifting market rate allocations to the affordable housing pool (agenda item I5), the BOCC provided further direction to staff on accepting the 300 workforce housing early evacuation unit building permit allocations. The BOCC directed: *accept*

the 300 workforce housing early evacuation unit building permit allocations to be used in exchange for existing affordable allocations at multifamily developments (for developers that agree to the early evacuation restriction) and the affordable housing allocations returned to the County (returned in the exchange) be set aside and banked for takings cases (bank them within an administrative relief pool).

On January 20, 2021, the BOCC adopted Resolution 041-2021 to transmit the proposed amendments to DEO to review the 300 workforce housing early evacuation unit proposal, with a modification to Policy 101.3.12 to eliminate the requirement for a development agreement. With the 300 unit amendment being structured as an exchange program, the projects exchanging units have previously completed their development review and multiple hearings for a development agreement seems unnecessary, time consuming and costly. The BOCC and staff can review approve the exchange through a resolution approving a contract. DEO reviewed the amendment and issued an Objections, Recommendations and Comments (ORC) report, received by the County on March 30, 2021. The ORC report stated, "the Department does not identify any objections or comments to the proposed amendment."

On April 21, 2021, the BOCC adopted Ordinances 2021-005 and 2021-006 authorizing the acceptance of the 300 early evacuation allocations from the State and to allow said allocations be used in exchange of existing affordable units/ approved affordable allocations. Additionally, the Ordinance includes provisions that allow the returned affordable units / allocations to be banked to resolve potential takings cases.

At the September 11, 2024 Board of County Commissioners (BOCC) Meeting, the BOCC approved transmittal to the State Land Planning Agency (Florida Department of Commerce) an ordinance that allows Cemex Construction Materials Florida LLC (f/k/a Singletary Concrete Products Inc.) to use 86 early evacuation unit building permit allocations on one site in Tavernier without meeting the requirement of the 1-for-1 takings and Bert Harris Act liability reduction exchange required by the current Comprehensive Plan and Land Development Code.

At the September 11, 2024 BOCC meeting, the BOCC additionally directed Planning & Environmental Resources Department professional staff to begin processing Comprehensive Plan and Land Development Code text amendments to eliminate the 1-for-1 takings and Bert Harris Act liability reduction exchange requirement for the remaining 214 early evacuation unit building permit allocations.

At the December 11, 2024 BOCC Meeting, the BOCC adopted Ordinance 030-2024 which created a site-specific subarea within Tavernier that permits Cemex Construction Materials Florida LLC (f/k/a Singletary Concrete Products Inc.) to use 86 early evacuation unit building permit allocations on one site in Tavernier without meeting the requirement of the 1-for-1 takings and Bert Harris Act liability reduction exchange required by the current Comprehensive Plan and Land Development Code.

Community Meeting and Public Participation

In accordance with LDC Section 102-159(b)(3), a Community Meeting for the Comprehensive Plan and Land Development Code text amendments was held on December 12, 2024 via Zoom Webinar and provided for public input. There were two (2) members of the public in attendance. The concerns identified included enforcement of the on-site management requirement; question if there would be a prohibition for affordable units within the Coastal A zone similar to that of the prohibitions for affordable units within the V-zone areas; and if the limitation of transfers between the County and municipalities (and vice versa) would remain.

Development Review Committee Meeting and Public Input
On February 18, 2025, the DRC considered the proposed amendment and provided for public input.

Planning Commission Meeting and Public Input
On March 26, 2025, the Planning Commission considered the proposed amendment, provided for public input and recommended approval of the proposed text amendment through Resolution P11-25.

III. PROPOSED COMPREHENSIVE PLAN TEXT AMENDMENTS

Proposed Amendment (deletions are ~~stricken through~~; additions are shown in underlined).

*****

Proposed Amendment: deletions are shown in ~~red~~ ~~strike through~~; additions are shown in red underline.

Objective 101.2
As mandated by the State of Florida, pursuant to Section 380.0552, F.S. and Rule 28-20.140, F.A.C., and to maintain the public health, safety, and welfare, Monroe County shall maintain a maximum hurricane evacuation clearance time of 24 hours and will coordinate with the State Land Planning Agency relative to the 2012 Memorandum of Understanding that has been adopted between the County and all the municipalities and the State agencies.

Policy 101.2.1
Monroe County shall maintain a memorandum of understanding with the State Land Planning Agency, Division of Emergency Management, Marathon, Islamorada, Key West, Key Colony Beach, and Layton to stipulate, based on professionally acceptable data and analysis, the input variables and assumptions, including regional considerations, for utilizing the Florida Division of Emergency Management's (DEM) Transportation Interface for Modeling Evacuations ("TIME") Model to accurately depict evacuation clearance times for the population of the Florida Keys.

Policy 101.2.2
Monroe County shall coordinate with all the municipalities, the State Land Planning Agency and Division of Emergency Management to update the variables and assumptions for the evacuation clearance time modeling and analyses of the build-out capacity of the Florida Keys Area of Critical State Concern based upon the release of the decennial Census data. Pursuant to the 2012 completed hurricane evacuation clearance time modeling by the State Land Planning Agency, which incorporates the 2010 Census data, the County may allocate 10 years' worth of growth (197 x 10 = 1,970 allocations, 197 annual ROGO rate based on Rule 28-20.140, F.A.C.) through the year 2023, while maintaining an evacuation clearance time of 24 hours. The County adopted a slower rate of annual allocations for market rate development to extend the allocation timeframe to 2026 without exceeding the total of 1,970 allocations (see Policy 101.3.2). The County shall reevaluate the annual ROGO allocation rate based on: 1) statutory changes for hurricane evacuation clearance time requirement standards; 2) new hurricane evacuation modeling by the State Land Planning Agency and Division of Emergency Management; and 3) a new or revised memorandum of understanding with the State Land

Planning Agency, Division of Emergency Management, Marathon, Islamorada, Key West, Key Colony Beach and Layton (see Policy 101.2.1).

Notwithstanding the foregoing and pursuant to Policies 101.3.2, 101.3.3 and 101.3.12, Monroe County shall establish a new allocation category to accept and award 300 affordable workforce housing early evacuation unit building permit allocations pursuant to the Workforce-Affordable Housing Initiative (Policy 101.3.12 Workforce Initiative). These allocations are in addition to the maximum allocations identified in Rules 28-20, F.A.C., and shall be required to evacuate in Phase 1 of the 48-hr evacuation of a pending major hurricane.

Policy 101.2.3

The County will consider capital improvements based upon the need for improved hurricane evacuation clearance times, including potential impacts from sea level rise to the County's evacuation route. The County will coordinate with the FDOT, the state agency which maintains U.S.1, to ensure transportation projects that maintain and improve clearance times are prioritized.

Policy 101.2.4

In the event of a pending major hurricane (Category 3—5) Monroe County shall implement the following staged/phased evacuation procedures to achieve and maintain an overall 24-hour hurricane evacuation clearance time for the resident population.

1. Approximately 48 hours in advance of tropical storm winds, a mandatory evacuation of non-residents, visitors, recreational vehicles (RVs), travel trailers, live-aboard vessels (transient and non-transient), military personnel, units approved~~,~~ and deed restricted as affordable workforce housing early evacuation units from the Florida Keys shall be initiated. State parks and campgrounds should be closed at this time or sooner and entry into the Florida Keys by non-residents should be strictly limited.
2. Approximately 36 hours in advance of tropical storm winds, a mandatory evacuation of mobile home residents, special needs residents, and hospital and nursing home patients from the Keys shall be initiated.
3. Approximately 30 hours in advance of tropical storm winds, a mandatory phased evacuation of permanent residents by evacuation zone (described below) shall be initiated. Existing evacuation zones are as follows:
    a) Zone 1 - Key West, Stock Island and Key Haven to Boca Chica Bridge (MM 1-6)
    b) Zone 2 - Boca Chica Bridge to West end of 7-mile Bridge (MM 6-40)
    c) Zone 3 - West end of 7-Mile Bridge to West end of Long Key Bridge (MM 40-63)
    d) Zone 4 - West end of Long Key Bridge to CR 905 and CR 905A intersection (MM 63-106.5 and MM 1-9.5 of CR 905)
    e) Zone 5 - 905A to, and including Ocean Reef (MM 106.5-126.5)

The actual sequence of the evacuation by zones will vary depending on the individual storm. The concepts embodied in this staged evacuation procedures should be embodied in the appropriate County operational Emergency Management Plans.

The evacuation plan shall be monitored and updated on an annual basis to reflect increases, decreases and or shifts in population; particularly the resident and non-resident populations.

For the purpose of implementing Policy 101.2.4, this Policy shall not increase the number of allocations to more than 197 residential units a year, except for affordable housing. Any

increase in the number of allocations shall be for affordable housing. Monroe County hereby accepts 300 affordable workforce ~~(affordable)~~ housing early evacuation unit building permit allocations pursuant to the Workforce-Affordable Housing Initiative (Policy 101.3.12 Workforce Initiative) authorized by the Florida Administration Commission, Chapter 2023-17, Laws of Florida, and the State Land Planning Agency ~~Florida Department Economic Opportunity~~. These early evacuation allocations are in addition to the maximum allocations identified in Rules 28-20, F.A.C., and shall be restricted to rental occupancy for those who derive at least 70% of their income as members of the workforce in Monroe County and who meet the affordable housing income categories of the Monroe County Land Development Code. The early evacuation allocations shall be required to evacuate in Phase 1 of the 48-hr evacuation as provided in Policy 101.2.4 ~~of a pending major hurricane~~. No new additional residential dwelling unit allocations shall be authorized within the Phase 1 of the 48-hr evacuation unless approved and provided by the Florida Administration Commission and the State Land Planning Agency ~~Florida Department Economic Opportunity~~ after review of hurricane evacuation modeling results by the State Land Planning Agency and the Division of Emergency Management of available evacuation capacity and a review of the level of service and available capacity for all public facilities.

Objective 101.3

Monroe County shall regulate new residential development based upon the finite carrying capacity of the natural and man-made systems and the growth capacity while maintaining a maximum hurricane evacuation clearance time of 24 hours.

Policy 101.3.1

Monroe County shall maintain a Permit Allocation System for new residential development known as the Residential Rate of Growth Ordinance (ROGO) System. The Permit Allocation System shall limit the number of permits issued for new residential dwelling units. The ROGO allocation system shall apply within the unincorporated area of the county, excluding areas within the county mainland and within the Ocean Reef planned development (Future development in the Ocean Reef planned development is based upon the December 2010 Ocean Reef Club Vested Development Rights Letter recognized and issued by the Department of Community Affairs). New residential dwelling units included in the ROGO allocation system include the following: affordable housing units; market rate dwelling units; mobile homes; institutional residential units (except hospital rooms) and affordable workforce housing early evacuation units.

Vessels are expressly excluded from the allocation system, as the vessels do not occupy a distinct location, and therefore cannot be accounted for in the County's hurricane evacuation model. Under no circumstances shall a vessel, including live-aboard vessels, or associated wet slips be transferred upland or converted to a dwelling unit of any other type. Vessels or associated wet slips are not considered ROGO allocation awards, and may not be used as the basis for any type of ROGO exemption or TRE (Transfer of ROGO Exemption).

ROGO Allocations for rooms, hotel or motel; campground spaces; transient residential units; and seasonal residential units are subject to Policy 101.3.5.

For purposes of this Policy, the redevelopment or replacement of any lawfully established unit within the Venture out community, which is located in the Lower Keys at MM23 on Cudjoe Key, that does not increase the number of units, above that which existed on or before January

4, 1996, shall be exempt from the permit allocation (ROGO) system. Policies 101.3.5 and 101.6.8 shall not apply to Venture Out, and the units within Venture Out may be developed as either detached dwelling, mobile home or recreational vehicle use through the approval of a building permit, provided the following are met:

1. To not increase the hurricane evacuation clearance time of permanent residents, in the event of a pending major hurricane (Category 3—5), a mandatory evacuation of all occupants of units within Venture Out, regardless of unit type, is required at least 48 hours in advance of tropical storm winds. Approximately 48 hours in advance of tropical storm winds, a mandatory evacuation of occupants residing in a permanent unit shall be initiated and a mandatory evacuation of both the occupants of recreational vehicles (RVs) and the RVs shall be initiated;
2. Notwithstanding the provisions of Policy 101.5.5, the interchangeability of detached dwelling (permanent), mobile home (permanent) and recreational vehicles (transient) uses may occur only within the gated Venture Out community with a managing entity responsible for evacuation;
3. Recreational Vehicle occupancies or tenancies of six (6) months or more is prohibited;
4. Recreational Vehicles must meet all land development regulations, floodplain management regulations and any building code requirements for recreational vehicles;
5. A recreational vehicle must have current licenses required for highway travel, be attached to the site only by the quick disconnect-type utilities, and no permanent additions such as sun rooms or state rooms shall be permitted;
6. Notwithstanding the transfer provisions within Policy 101.6.8, no unit, regardless of use type, within the Venture Out community may be transferred to another site outside of the Venture Out community; and
7. In no case shall recreational vehicles (transient units) be developed as a hotel/motel.

Policy 101.3.2

The number of permits issued for residential dwelling units under the Rate of Growth Ordinance shall not exceed a total of 1,970 new allocations for the time period of July 13, 2013 through July 12, 2026, plus any available unused ROGO allocations from a previous ROGO year and 300 affordable workforce housing early evacuation unit building permit allocations authorized by the Florida Administration Commission, Chapter 2023-17, Laws of Florida, and the State Land Planning Agency ~~Florida Department Economic Opportunity~~. A ROGO year means the twelve-month period beginning on July 13. Market rate allocations shall not to exceed 126 residential units per year. Unused allocations for market rate shall be available for Administrative Relief.

In 2012, pursuant to Rule 28-20.140, F.A.C., the State Land Planning Agency ~~Department of Economic Opportunity~~ completed the hurricane evacuation clearance time modeling task and found that with 10 years' worth of building permits, the Florida Keys would be at a 24 hour evacuation clearance time. This creates challenges for State of Florida and Monroe County as there are 8,168 privately owned vacant parcels [3,979 Tier I; 393 Tier II, 260 Tier III-A (SPA); 3,301 Tier III, and 235 No tier (ORCA, etc.)] and with 1,970 new allocations this may result in a balance of 6,198 privately held vacant parcels at risk of not obtaining permits in the future. In recognition of the possibility that the inventory of vacant parcels exceeds the total number of allocations which the State will allow the County to award, the County adopted a slower rate of annual allocations for market rate development to extend the allocation timeframe to 2026

and is accepting 300 affordable workforce ~~(affordable)~~ housing early evacuation unit building permit allocations pursuant to the Workforce-Affordable Housing Initiative (Policy 101.3.12 Workforce Initiative) authorized by the Florida Administration Commission, Chapter 2023-17, Laws of Florida, and the State Land Planning Agency ~~Florida Department Economic Opportunity~~. These affordable workforce housing early evacuation allocations that are in addition to the maximum building permit allocations identified in Rules 28-20, F.A.C. The County will consider adopting an extended timeframe for distribution of the ROGO allocations through 2033 with committed financial support from its State and Federal partners. This timeframe can provide a safety net to the County and provide additional time to implement land acquisition and other strategies to reduce the demand for ROGO allocations and help transition land into public ownership.

The County is actively engaged in acquisitions and is requesting its State and Federal partners for assistance with implementing land acquisitions in Monroe County. The County will allocate the 1,970 new dwelling unit allocations through July 12, 2026. If substantial financial support is provided by July 12, 2023, the County will reevaluate the ROGO distribution allocation schedule and consider an extended timeframe for the distribution of market rate allocations (through a comprehensive plan amendment). Further, the State and County shall develop a mutually agreeable position defending inverse condemnation cases and Bert J. Harris, Jr. Private Property Rights Protection Act cases, with the State having an active role both directly and financially in the defense of such cases.

The County shall distribute ROGO allocations by ROGO year, as provided in the table below.

<table>
<tr><th rowspan="2">ROGO Year</th><th colspan="3">Annual Allocation</th></tr>
<tr><th>Market Rate</th><th>Affordable Housing</th><th>Affordable Workforce Housing Early Evacuation Initiative</th></tr>
<tr><td>July 13, 2013—July 12, 2014</td><td>126</td><td>71</td><td rowspan="8">N/A</td></tr>
<tr><td>July 13, 2014—July 12, 2015</td><td>126</td><td>71</td></tr>
<tr><td>July 13, 2015—July 12, 2016</td><td>126</td><td rowspan="10">568 total AFH (total available immediately)</td></tr>
<tr><td>July 13, 2016—July 12, 2017</td><td>126</td></tr>
<tr><td>July 13, 2017—July 12, 2018</td><td>126</td></tr>
<tr><td>July 13, 2018—July 12, 2019</td><td>126</td></tr>
<tr><td>July 13, 2019—July 12, 2020</td><td>126</td></tr>
<tr><td>July 13, 2020—July 12, 2021</td><td>64</td></tr>
<tr><td>July 13, 2021—July 12, 2022</td><td>64</td><td rowspan="5">300**</td></tr>
<tr><td>July 13, 2022—July 12, 2023</td><td>64</td></tr>
<tr><td>July 13, 2023—July 12, 2024</td><td>62</td></tr>
<tr><td>July 13, 2024—July 12, 2025</td><td>62</td></tr>
<tr><td>July 13, 2025—July 12, 2026</td><td>62</td></tr>
<tr><td>TOTAL</td><td>1,260</td><td>710*</td><td>300**</td></tr>
</table>

*Includes two annual affordable ROGO allocations for the Big Pine Key/No Name Key subarea) through the Incidental Take Permit (ITP) ending in 2023.
** Affordable ~~W~~workforce housing early evacuation unit building permit allocations shall be available countywide (unincorporated county) in the Upper and Lower Keys subareas and distributed on a first-come first-serve basis. Requests for dwelling units developed and/or deed-restricted utilizing the affordable workforce housing early evacuation unit building permit allocations are subject to the provisions of Policy 101.3.12.

The State of Florida, pursuant to Administration Commission Rules, may modify the annual allocation rate. Monroe County will request a Rule change from the Administration Commission to authorize the above allocation timeframe and rate.

Policy 101.3.3

Monroe County shall allocate at least 20% of the annual allocation, or as may be established by the State of Florida, pursuant to Administration Commission Rules, to affordable housing units as part of ROGO. Any portion of the allocations not used for affordable housing shall be retained and be made available for affordable housing from ROGO year to ROGO year. Affordable housing eligible for this separate allocation and affordable workforce housing early evacuation units shall meet the criteria specified in Policy 601.1.4 and the Land Development Code, but shall not be subject to the competitive Residential Permit Allocation and Point System in Policy 101.6.4. Any parcel proposed for affordable housing or affordable workforce housing early evacuation units shall not be located within an area designated as Tier I as set forth under Goal 105 or within a Tier III-A Special Protection Area as set forth in Policy 205.1.1.

Notwithstanding the foregoing, and notwithstanding Policy 101.6.2. affordable housing ROGO allocations may be awarded to Tier I or Tier III-A properties which meet all of the following criteria:

1. The property contains an existing market rate dwelling unit that meets the criteria in LDC Section 138-22(a) and is determined to be exempt from ROGO;
2. The proposed replacement affordable dwelling unit meets current Florida Building Code and is not a mobile home;
3. The proposed replacement dwelling unit shall be deed restricted for a period of at least 99 years as affordable housing pursuant to the standards of the Land Development Code; and
4. The proposed site plan for the replacement affordable dwelling unit does not propose any additional clearing of habitat.

Policy 101.3.4

The Permit Allocation System (or Rate of Growth Ordinance) for new residential development shall specify procedures for:

1. establishing the annual number of ~~permits~~ allocations for new residential units to be issued during the next ROGO year based upon, but not limited to the following:
   a. expired allocations and building permits in previous year;
   b. allocations available, but not allocated in previous year;
   c. number of allocations borrowed from future quarters;
   d. vested allocations;
   e. modifications required or provided by Administration Commission Rules;
   f. modifications required or provided by this plan or agreement pursuant to Chapter 380, Florida Statutes; and

g. receipt or transfer of affordable housing allocations by intergovernmental agreement; and

h. receipt or transfer of allocations pursuant to the 2012 Hurricane Evacuation Clearance Time Memorandum of Understanding.

2. allocation of affordable housing, affordable workforce housing early evacuation unit~~s~~ building permit allocations and market rate housing units in accordance with Policies 101.3.2 and 101.3.3; and

3. timing of the acceptance of applications, evaluation and scoring of applications, and issuance of permits for new residential development during the calendar year.

Policy 101.3.5

Due to the limited number of allocations and the State's requirement that the County maintain a maximum hurricane evacuation clearance time of 24 hours, Monroe County shall prohibit new transient residential allocations for hotel or motel rooms, campground spaces, or spaces for parking a recreational vehicle or travel trailer July 2026. Lawfully established transient units shall be entitled to one unit for each type of unit in existence before January 4, 1996, for use as a ROGO exemption.

Policy 101.3.6

All public and institutional uses (except hospital rooms) that predominately serve the County's non-transient population and which house temporary residents shall be subject to the Permit Allocation System for residential development, except upon factual demonstration that such transient occupancy is of such a nature so as not to adversely impact the hurricane evacuation clearance time of Monroe County.

* * * * * *

Policy 101.3.9

For those ROGO applications and properties which have not received a ROGO award for four consecutive years and have applied for administrative relief, which are designated Tier I, II, or IIIA, the County or the State shall offer to purchase the property if funding for such is available. Refusal of the purchase offer shall not be grounds for granting a ROGO award.

Policy 101.3.10

Notwithstanding any other provision of the Plan, except the last sentence of this Policy 101.3.10, building allocations utilized for affordable housing projects may be pooled and transferred between ROGO sub-areas, excluding the Big Pine/No Name Keys ROGO subarea, and between local government jurisdictions within the Florida Keys Area of Critical State Concern (ACSC). Any such transfer of affordable housing allocations between local government jurisdictions must be accomplished through an interlocal agreement between the sending and receiving local governments. Interlocal agreements that involve assigning the County's affordable housing (not including affordable housing allocations banked for takings cases) allocations *to existing dwelling units within a municipality* with a requirement that the associated market rate ROGO/BPAS exemptions be transferred into the unincorporated County as an exchange for the affordable housing allocations transferred to the municipality, shall be accomplished through a minor conditional use permit approval and shall be subject to the receiver site criteria in Policy 101.6.8 and may be transferred to any subarea within the unincorporated County. In no event shall the County (1) pool and transfer affordable workforce housing early evacuation unit building permit allocations between ROGO sub-areas, (2)

transfer affordable workforce housing early evacuation unit building permit allocations to another government jurisdiction, (3) receive affordable workforce housing early evacuation unit building permit allocations from another government jurisdiction, or (4) transfer affordable housing ROGO allocations received by the County in exchange for workforce housing early evacuation unit allocations to another government jurisdiction.

Policy 101.3.11

Monroe County may receive additional building permit allocations pursuant to the 2012 completed hurricane evacuation clearance time modeling and allocation recommendations by the State Land Planning Agency and the Administration Commission's direction that the City of Key West \ transfer annually (by July 15th) any remaining unused allocations for that year to the other Florida Keys' local governments based upon the local governments' ratio of vacant land. Any transferred allocations from the City of Key West to Monroe County shall be made available for Administrative Relief. Monroe County may receive, and award 300 building permit allocations designated as affordable workforce housing early evacuation units pursuant to the Workforce-Affordable Housing Initiative (Policy 101.3.12 Workforce Initiative) as provided by the Florida Administration Commission and the State Land Planning Agency ~~Florida Department Economic Opportunity~~. These early evacuation allocations that are in addition to the maximum allocations identified in Rules 28-20, F.A.C., and shall be required to evacuate in Phase 1 of the 48-hr evacuation of a pending major hurricane.

Policy 101.3.12

Affordable Workforce Housing Early Evacuation Initiative. To support Monroe County's workforce by alleviating constraints on affordable housing, to protect private property rights and address potential liability, the County is participating in the Workforce-Affordable Housing Initiative (Workforce Initiative), as approved during the June 13, 2018 meeting of the Florida Administration Commission. Monroe County accepts the 300 affordable workforce housing early evacuation building permit allocations pursuant to the Workforce-Affordable Housing Initiative authorized by the Florida Administration Commission, Chapter 2023-17, Laws of Florida, and the State Land Planning Agency ~~Florida Department Economic Opportunity~~. The Workforce-Affordable Housing Initiative will require dwelling units constructed and/or deed restricted with workforce housing early evacuation building permit allocations to evacuate occupants in Phase 1 of the 48-hr evacuation of a pending major hurricane, pursuant to the criteria below.

To participate in the Workforce Initiative, Monroe County shall be responsible for the management, distribution, and enforcement of requirements associated with the affordable workforce housing early evacuation building permit allocations. Monroe County shall ensure adherence to these requirements through implementation of this policy and shall annually provide to the State Land Planning Agency ~~Florida Department Economic Opportunity~~ a report indicating the number of affordable workforce housing early evacuation units built and/or deed restricted, occupancy rates, and compliance with the requirement to evacuate the units in Phase I of an evacuation. The annual report shall be provided to the State in a timely manner such that the State may include the information in the required Annual Report to the ~~Governor and Cabinet~~ Florida Administration Commission on the County's progress toward completion of its Work Program pursuant to Rule 28-20, F.A.C.

Dwelling units developed and/or deed restricted utilizing the affordable workforce housing early evacuation unit building permit allocations are subject to the following:

(a) Requests for affordable workforce housing early evacuation unit building permit allocations ~~shall be available only for a 1 for 1 exchange for affordable allocations/exemptions and~~ require a reservation via BOCC resolution. The BOCC may, at its discretion, place conditions on any reservation as it deems appropriate such as establishing the income categories for allocations granted. ~~The BOCC may, at its discretion, exchange existing reserved affordable allocations for allocations under the Workforce Initiative to private development and nonprofit sector partners willing to meet the requirements of the workforce housing early evacuation unit allocations. Further, the BOCC may, at its discretion, approve the exchange of existing deed-restricted affordable housing units (lawful affordable exemptions) at existing multifamily residential developments for allocations under the Workforce Initiative to private development and nonprofit sector partners willing to meet the requirements of the workforce housing early evacuation unit allocations.~~

~~(1) The affordable allocations returned to the County in exchange for workforce housing early evacuation unit allocations shall be banked and used for future administrative relief, beneficial use determinations and to resolve inverse condemnation cases and Bert J. Harris, Jr. Private Property Rights Protection Act cases.~~

~~(2) To maintain consistency with Rule 28-20.140(2)(b), F.A.C., the affordable allocations returned to the County shall be maintained as affordable allocations and shall also be returned to the original affordable housing category (very low/low/median income vs. moderate income pool).~~

~~(3) The workforce housing early evacuation unit allocations must be utilized based on the original approved affordable housing income category or a lesser income category.~~

~~(4) Administrative relief means actions taken by the County granting the owner of real property relief from the continued application of the Rate of Growth Ordinance (ROGO) restrictions provided they meet the criteria established in the Comprehensive Plan and Land Development Code.~~

~~(5) Beneficial use means the use of property that allows an owner to derive a benefit or profit in the exercise of a basic property right. For the purpose of this policy, beneficial use shall mean the minimum use of the property necessary to avoid the finding of a regulatory taking under current land use case law.~~

~~(b) The construction of dwelling units, the redevelopment or the deed restriction of existing dwelling units utilizing workforce housing early evacuation unit allocations shall require approval of a resolution approving a contract between the BOCC and the applicant to officially exchange the allocations and confirm compliance with the requirements Workforce Initiative within this Policy.~~

(~~c~~b) All affordable workforce housing early evacuation units require a deed-restriction ensuring:

(1) Before any building permit may be issued for any structure, portion or phase of a project subject to the Workforce Initiative, a restrictive covenant shall be approved by the Planning Director and County Attorney and recorded in the Office of the Clerk of the County to ensure compliance with the provision of this section running in favor of the County and enforceable by the County and, if applicable, a participating municipality. The following requirements shall apply to these restrictive covenants:

a. The covenants for any workforce housing early evacuation units shall be effective for 99 years.

b. The covenants shall not commence running until a certificate of occupancy has been issued by the Building Official for the dwelling unit or dwelling units to

which the covenant or covenants apply.

c. For existing dwelling units that are deed-restricted as workforce housing early evacuation units, the covenants shall commence running upon recordation in the Official Records of Monroe County.

(2) The covenants shall require that the workforce housing early evacuation units to be restricted to rental occupancy for those who derive at least 70% of their income as members of the workforce in Monroe County and who meet the affordable housing income categories of the Monroe County Land Development Code. The occupants are required to annually verify their employment and income eligibility.

(3) The covenants shall require occupants to evacuate in Phase 1 of the 48-hr evacuation of a pending major hurricane. Persons living in the workforce housing early evacuation units who may be exempted from evacuation requirements are limited to law enforcement, correctional and fire personnel, health care personnel, and public employees with emergency management responsibilities. If there is an occupant that indicates their employment is considered a 'first-responder position' and not included in the list of exemptions above, then the Planning Director shall determine, in writing, whether the person may be exempted because of a requirement to remain during an emergency. Any person claiming exemption under this provision shall submit of an affidavit of qualification and faithfully certify their status with the onsite property management.

(4) The covenants shall require rental agreements which contain a separate disclosure requiring rental occupants to acknowledge the existing restrictive covenant on the unit requiring evacuation in Phase 1 of the 48-hr evacuation and that failure to adhere to the Phase 1 evacuation requirement could result in severe penalties, including eviction, to the occupant.

(5) The covenants shall require onsite property managers and a separate employment disclosure requiring the maintenance of training in evacuation procedures and an acknowledgement that failure to adhere to the Phase 1 evacuation requirement could result in severe penalties, including termination.

(~~d~~c) Affordable ~~W~~workforce housing early evacuation units shall be restricted to rental occupancy for those who derive at least 70% of their income as members of the workforce in Monroe County and who meet the affordable housing income categories of the Monroe County Land Development Code. Workforce means individuals or families who are gainfully employed supplying goods and/or services to Monroe County residents or visitors.

(~~e~~d)Affordable ~~W~~workforce housing early evacuation units shall require onsite property management with property managers trained in evacuation procedures and required to manage the evacuation of tenants in Phase I of an evacuation. During traditional working hours, the property manager must be at an office within the affordable workforce housing early evacuation unit development subject property. Outside the traditional working hours, the property manager must be available at all times to respond to evacuation orders.

(~~f~~e) The property management entity for the affordable workforce housing early evacuation units shall be required to annually verify the employment and income eligibility of tenants; report the total units on the site, the occupancy rates of units, and tenant compliance with the requirement to evacuate the units in Phase I of an evacuation, including the number of occupants that are exempt from the evacuation requirements. The property management entity must submit a report to the Planning and Environmental Resources Department by May 1 of each year. Further, each lease and this annual report shall be kept by the property manager and be available for inspection by the County during traditional working hours.

(~~g~~f) Affordable ~~W~~workforce housing early evacuation units shall be located within an area designated as Tier III.

(~~h~~g) Affordable ~~W~~workforce housing early evacuation units shall not be located in the V-Zone or within a Coastal Barrier Resource System (CBRS).

(~~i~~h) Affordable ~~W~~workforce housing early evacuation units shall be located on a property which has all infrastructure available (potable water, adequate wastewater treatment and disposal wastewater meeting adopted LOS, paved roads, etc.).

(~~j~~i) All affordable workforce housing early evacuation units must demonstrate compliance with all applicable federal standards for accessibility for persons with disabilities (ADA Compliance).

(~~k~~j) To the greatest extent practicable, a development utilizing affordable workforce housing early evacuation unit building permit allocations shall incorporate sustainable and resilient design principles into the overall site design ~~and be accessible to employment centers in Key West, Stock Island and Marathon~~.

(k) To the greatest extent practicable, a development utilizing affordable workforce housing early evacuation unit building permit allocations shall be accessible to employment centers in Key West, Stock Island and Marathon.

GOAL 601

Monroe County shall adopt programs and policies to facilitate access by residents to adequate and affordable housing that is safe, decent, and structurally sound, and that meets the needs of the population based on type, tenure characteristics, unit size and individual preferences.

Objective 601.1

To ensure that affordable housing opportunities are available throughout the entire community and to maintain a balanced and sustainable local economy and the provision of essential services, Monroe County shall implement the following defined policies to reduce estimated affordable housing need for its workforce and households in the very low, low, median and moderate income classifications. [F.S. § 163.3177(6)(f)1.]

Policy 601.1.1

Monroe County shall maintain land development regulations, in conjunction with the Permit Allocation System, for apportioning future affordable housing development.

Policy 601.1.2

Monroe County shall continue its participation in Federal and State housing assistance programs to rehabilitate owner and rental housing for very low, low, median, and moderate income residents by seeking grants, loans, and technical assistance in conjunction with the Monroe County Housing Authority. Monroe County shall also participate, as appropriate, in FEMA Hazard Mitigation Grant Program (HMGP), Flood Mitigation Assistance (FMA) Program and Community Development Block Grant - Disaster Recovery (CDBG-DR) grant programs to support the completion of flood mitigation projects, such as the elevation of homes above base flood level to reduce the risk of future flood damage. [F.S. § 163.3177(6)(f)3.]

Policy 601.1.3

The Monroe County Land Authority shall maintain a list of buildable properties owned or targeted for acquisition by the Land Authority which potentially could be donated or made available for affordable housing. This list will be updated annually and made available to the

public. The guidelines established in Policies 601.1.10 and 601.1.11 shall be considered in the formulation of this list.

Policy 601.1.4

All affordable housing projects which receive development benefits from Monroe County, including but not limited to ROGO allocation award(s) reserved for affordable housing, maximum net density, or donations of land, shall be required to maintain the project as affordable for a period of 99 years pursuant to deed restrictions or other mechanisms specified in the Land Development Code, and administered by Monroe County or the Monroe County Housing Authority.

Policy 601.1.5

If Monroe County funding or County-donated land is to be used for any affordable housing project, alternative sites shall be assessed according to the following guidelines:

1. The location of endangered species habitat. Sites within known, probable, or potentially suitable threatened or endangered species habitat shall be avoided.
2. The environmental sensitivity of the vegetative habitat. The habitat sensitivity shall be determined according to the ranking specified in the Environmental Design Criteria section of the Land Development Code. Disturbed sites shall be selected, unless no feasible alternative is available.
3. Sites located within V-Zones, on offshore islands, or within CBRS units shall be avoided.
4. The level of service provided in the vicinity for all public facilities. Areas which are at or near capacity for one or more public facility should be avoided.
5. Proximity to employment and retail centers. Sites within five miles of employment and retail centers shall be preferred.

Policy 601.1.6

Monroe County shall identify funding sources that could be made available to support community-based non-profit organizations such as Habitat for Humanity in their efforts to provide adequate affordable housing.

Policy 601.1.7

Monroe County shall continue to participate in the State Housing Incentives Partnership program as specified in the 1992 William Sadowski Affordable Housing Act. Monroe County shall also continue to maintain a Local Housing Assistance Plan and Affordable Housing Incentive Strategies as specified in the Act and recommended by the Monroe County Affordable Housing Advisory Committee.

Policy 601.1.8

Monroe County shall allocate at least 20% of the annual ROGO allocation, or as may be established by the State of Florida, pursuant to Administration Commission Rules, to affordable housing units, as specified in Policy 101.3.3. Affordable housing eligible for this separate allocation must meet the criteria established in the Land Development Code. Monroe County may award 300 additional building permit allocations designated as affordable workforce housing early evacuation units pursuant to the Workforce-Affordable Housing Initiative (Policy 101.3.12 Workforce Initiative) as provided by the Florida Administration Commission, Chapter 2023-17, Laws of Florida, and the State Land Planning Agency ~~Florida Department Economic Opportunity~~. These building permit allocations are in addition to the maximum allocations identified in Rules 28-20, F.A.C., are restricted to rental occupancy for those who derive at

least 70% of their income as members of the workforce in Monroe County and who meet the affordable housing income categories of the Monroe County Land Development Code, and shall be required to evacuate in Phase 1 of the 48-hr evacuation of a pending major hurricane.

IV. ANALYSIS OF PROPOSED AMENDMENT

The proposed amendment would provide new opportunities for the utilization of the County's remaining early evacuation unit building permit allocations by removing the requirement to exchange existing affordable allocations / units. This modification will result in the potential development of new workforce affordable units with various income limits which continue to be an identified need for the community. While this will result in the reduction of additional allocations potentially banked to resolve, it will allow for the potential development of new code compliant housing.

V. CONSISTENCY WITH THE MONROE COUNTY COMPREHENSIVE PLAN, THE PRINCIPLES FOR GUIDING DEVELOPMENT, AND FLORIDA STATUTES.

A. The proposed amendment is consistent with the Goals, Objectives and Policies of the Monroe County 2030 Comprehensive Plan. Specifically, it furthers:

GOAL 101
Monroe County shall manage future growth to enhance the quality of life, ensure the safety of County residents and visitors, and protect valuable natural resources.

Objective 101.2
As mandated by the State of Florida, pursuant to Section 380.0552, F.S. and Rule 28-20.140, F.A.C., and to maintain the public health, safety, and welfare, Monroe County shall maintain a maximum hurricane evacuation clearance time of 24 hours and will coordinate with the State Land Planning Agency relative to the 2012 Memorandum of Understanding that has been adopted between the County and all the municipalities and the State agencies.

Policy 101.2.1
Monroe County shall maintain a memorandum of understanding with the State Land Planning Agency, Division of Emergency Management, Marathon, Islamorada, Key West, Key Colony Beach, and Layton to stipulate, based on professionally acceptable data and analysis, the input variables and assumptions, including regional considerations, for utilizing the Florida Division of Emergency Management's (DEM) Transportation Interface for Modeling Evacuations ("TIME") Model to accurately depict evacuation clearance times for the population of the Florida Keys.

Objective 101.3
Monroe County shall regulate new residential development based upon the finite carrying capacity of the natural and man-made systems and the growth capacity while maintaining a maximum hurricane evacuation clearance time of 24 hours.

Policy 101.3.5
Due to the limited number of allocations and the State's requirement that the County maintain a maximum hurricane evacuation clearance time of 24 hours, Monroe County shall prohibit new transient residential allocations for hotel or motel rooms, and any lock-out units, campground spaces,

or spaces for parking a recreational vehicle or travel trailer July 2026. Lawfully established transient units shall be entitled to one unit for each type of unit in existence before January 4, 1996, for use as a ROGO exemption. (Ord. No. 010-2021)

Policy 101.3.6

All public and institutional uses (except hospital rooms) that predominately serve the County's non-transient population and which house temporary residents shall be subject to the Permit Allocation System for residential development, except upon factual demonstration that such transient occupancy is of such a nature so as not to adversely impact the hurricane evacuation clearance time of Monroe County.

Objective 101.17

Monroe County shall protect established rights of landowners affected by the provisions of this Plan or the land development regulations; and, therefore adopts the following policies for the determination of vested rights and beneficial use.

Policy 101.17.4

BENEFICIAL USE

1. It is the policy of Monroe County to ensure that neither the provisions of this Plan nor the LDC shall result in an unconstitutional taking of private property. Accordingly, Monroe County shall adopt a beneficial use procedure to provide a means to resolve a landowner's claim that a land development regulation or comprehensive plan policy has had an unconstitutional effect on property in a nonjudicial forum. For the purpose of this policy, beneficial use shall mean the minimum use of the property necessary to avoid the finding of a regulatory taking under current land use case law.
2. The relief to which an owner shall be entitled may be provided through the use of one or a combination of the following:
   a) granting of a permit for development which shall be deducted from the Permit Allocation System;
   b) granting of use of transferable development rights (TDRs);
   c) Government purchase offer of all or a portion of the lots or parcels upon which there is no beneficial use. This alternative shall be the preferred alternative when beneficial use has been deprived by application of Chapter 138 of the Land Development Code. This alternative shall be the preferred alternative for Tier I, II, or III-A(SPA) lands;
   d) such other relief as the County may deem appropriate and adequate.

   The relief granted shall be the minimum necessary to avoid the finding of a regulatory taking of the property under state and federal law. With respect to the relief granted pursuant to this policy or Policy 101.7.1 (Administrative Relief), a purchase offer shall be the preferred form of relief for any land within Tier I and Tier II, or Tier III-A (SPA).
3. Development approved pursuant to a beneficial use determination shall be consistent with all other objectives and policies of the Plan and LDC unless specifically exempted from such requirements in the final beneficial use determination.
4. This policy is not intended to provide relief related to regulations promulgated by agencies other than the county or to provide relief for claims that are not cognizable in court at the time of application of this policy. Further, the procedures established for this policy are not intended, nor do they create, a judicial cause of action.
5. The land development regulations shall establish standards, procedures, and remedies for an administrative determination of beneficial use.

GOAL 601

Monroe County shall adopt programs and policies to facilitate access by residents to adequate and affordable housing that is safe, decent, and structurally sound, and that meets the needs of the population based on type, tenure characteristics, unit size and individual preferences. [F.S. § 163.3177(6)(f)1., 3.]

Policy 601.1.1

Monroe County shall maintain land development regulations, in conjunction with the Permit Allocation System, for apportioning future affordable housing development.

Policy 601.1.4

All affordable housing projects which receive development benefits from Monroe County, including but not limited to, ROGO allocation award(s) reserved for affordable housing, maximum net density, or donations of land, shall be required to maintain the project as affordable for a period of 99 years pursuant to deed restrictions or other mechanisms specified in the Land Development Code, and administered by Monroe County or the Monroe County Housing Authority.

Policy 601.1.9

Monroe County shall maintain land development regulations which may include density bonuses, impact fee waiver programs, and other possible regulations to encourage affordable housing.

Objective 601.3

Monroe County shall continue implementation efforts to eliminate substandard housing and to preserve, conserve and enhance the existing housing stock, including historic structures and sites. [F.S. § 163.3177(6)(f)1., 3.]

B. The amendment is consistent with the Principles for Guiding Development for the Florida Keys Area, Section 380.0552(7), Florida Statutes.

For the purposes of reviewing consistency of the adopted plan or any amendments to that plan with the principles for guiding development and any amendments to the principles, the principles shall be construed as a whole and no specific provision shall be construed or applied in isolation from the other provisions.

(a) Strengthening local government capabilities for managing land use and development so that local government is able to achieve these objectives without continuing the area of critical state concern designation.
(b) Protecting shoreline and benthic resources, including mangroves, coral reef formations, seagrass beds, wetlands, fish and wildlife, and their habitat.
(c) Protecting upland resources, tropical biological communities, freshwater wetlands, native tropical vegetation (for example, hardwood hammocks and pinelands), dune ridges and beaches, wildlife, and their habitat.
(d) Ensuring the maximum well-being of the Florida Keys and its citizens through sound economic development.
(e) Limiting the adverse impacts of development on the quality of water throughout the Florida Keys.
(f) Enhancing natural scenic resources, promoting the aesthetic benefits of the natural environment, and ensuring that development is compatible with the unique historic character of the Florida Keys.
(g) Protecting the historical heritage of the Florida Keys.
(h) Protecting the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments, including:
    1. The Florida Keys Aqueduct and water supply facilities;
    2. Sewage collection, treatment, and disposal facilities;

3. Solid waste treatment, collection, and disposal facilities;
4. Key West Naval Air Station and other military facilities;
5. Transportation facilities;
6. Federal parks, wildlife refuges, and marine sanctuaries;
7. State parks, recreation facilities, aquatic preserves, and other publicly owned properties;
8. City electric service and the Florida Keys Electric Co-op; and
9. Other utilities, as appropriate.

(i) Protecting and improving water quality by providing for the construction, operation, maintenance, and replacement of stormwater management facilities; central sewage collection; treatment and disposal facilities; and the installation and proper operation and maintenance of onsite sewage treatment and disposal systems.

(j) Ensuring the improvement of nearshore water quality by requiring the construction and operation of wastewater management facilities that meet the requirements of ss. 381.0065(4)(l) and 403.086(10), as applicable, and by directing growth to areas served by central wastewater treatment facilities through permit allocation systems.

(k) Limiting the adverse impacts of public investments on the environmental resources of the Florida Keys.

(l) Making available adequate affordable housing for all sectors of the population of the Florida Keys.

(m) Providing adequate alternatives for the protection of public safety and welfare in the event of a natural or manmade disaster and for a postdisaster reconstruction plan.

(n) Protecting the public health, safety, and welfare of the citizens of the Florida Keys and maintaining the Florida Keys as a unique Florida resource.

(o) Pursuant to Section 380.0552(7) Florida Statutes, the proposed amendment is not inconsistent with the Principles for Guiding Development as a whole and is not inconsistent with any Principle.

C. The proposed amendment is consistent with the Part II of Chapter 163, Florida Statute (F.S.). Specifically, the amendment furthers:

163.3161(4), F.S. – It is the intent of this act that local governments have the ability to preserve and enhance present advantages; encourage the most appropriate use of land, water, and resources, consistent with the public interest; overcome present handicaps; and deal effectively with future problems that may result from the use and development of land within their jurisdictions. Through the process of comprehensive planning, it is intended that units of local government can preserve, promote, protect, and improve the public health, safety, comfort, good order, appearance, convenience, law enforcement and fire prevention, and general welfare; facilitate the adequate and efficient provision of transportation, water, sewerage, schools, parks, recreational facilities, housing, and other requirements and services; and conserve, develop, utilize, and protect natural resources within their jurisdictions.

163.3161(6), F.S. – It is the intent of this act that adopted comprehensive plans shall have the legal status set out in this act and that no public or private development shall be permitted except in conformity with comprehensive plans, or elements or portions thereof, prepared and adopted in conformity with this act.

163.3177(1), F.S. – The comprehensive plan shall provide the principles, guidelines, standards, and strategies for the orderly and balanced future economic, social, physical, environmental, and fiscal development of the area that reflects community commitments to implement the plan and its elements. These principles and strategies shall guide future decisions in a consistent manner and shall contain programs and activities to ensure comprehensive plans are implemented. The sections of the comprehensive plan containing the principles and strategies, generally provided as goals, objectives, and policies, shall describe how the local government's programs, activities, and land development regulations will be initiated, modified, or continued to implement the comprehensive plan in a consistent manner. It is not the intent of this part to require the inclusion of implementing regulations in the comprehensive plan but rather to require identification of those programs, activities, and land development regulations that will be part of the strategy for implementing the

comprehensive plan and the principles that describe how the programs, activities, and land development regulations will be carried out. The plan shall establish meaningful and predictable standards for the use and development of land and provide meaningful guidelines for the content of more detailed land development and use regulations.

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163.3177(6)(f), F.S. – 1. A housing element consisting of principles, guidelines, standards, and strategies to be followed in:

a. The provision of housing for all current and anticipated future residents of the jurisdiction.

b. The elimination of substandard dwelling conditions.

c. The structural and aesthetic improvement of existing housing.

d. The provision of adequate sites for future housing, including *affordable workforce housing* as defined in s. 380.0651(1)(h), housing for low-income, very low-income, and moderate-income families, mobile homes, and group home facilities and foster care facilities, with supporting infrastructure and public facilities. The element may include provisions that specifically address affordable housing for persons 60 years of age or older. Real property that is conveyed to a local government for affordable housing under this sub-subparagraph shall be disposed of by the local government pursuant to s. 125.379 or s. 166.0451.

e. Provision for relocation housing and identification of historically significant and other housing for purposes of conservation, rehabilitation, or replacement.

f. The formulation of housing implementation programs.

g. The creation or preservation of affordable housing to minimize the need for additional local services and avoid the concentration of affordable housing units only in specific areas of the jurisdiction.

163.3201, F.S. – Relationship of comprehensive plan to exercise of land development regulatory authority.—It is the intent of this act that adopted comprehensive plans or elements thereof shall be implemented, in part, by the adoption and enforcement of appropriate local regulations on the development of lands and waters within an area. It is the intent of this act that the adoption and enforcement by a governing body of regulations for the development of land or the adoption and enforcement by a governing body of a land development code for an area shall be based on, be related to, and be a means of implementation for an adopted comprehensive plan as required by this act.

420.0004, F.S. – Definitions. As used in this part, unless the context otherwise indicates:

(1) "Adjusted for family size" means adjusted in a manner which results in an income eligibility level which is lower for households with fewer than four people, or higher for households with more than four people, than the base income eligibility determined as provided in subsection (9), subsection (11), subsection (12), or subsection (17), based upon a formula as established by the United States Department of Housing and Urban Development.

(2) "Adjusted gross income" means all wages, assets, regular cash or noncash contributions or gifts from persons outside the household, and such other resources and benefits as may be determined to be income by the United States Department of Housing and Urban Development, adjusted for family size, less deductions allowable under s. 62 of the Internal Revenue Code.

(3) "Affordable" means that monthly rents or monthly mortgage payments including taxes, insurance, and utilities do not exceed 30 percent of that amount which represents the percentage of the median adjusted gross annual income for the households as indicated in subsection (9), subsection (11), subsection (12), or subsection (17).

(4) "Corporation" means the Florida Housing Finance Corporation.

(5) "Community-based organization" or "nonprofit organization" means a private corporation organized under chapter 617 to assist in the provision of housing and related services on a not-for-profit basis and which is acceptable to federal and state agencies and financial institutions as a sponsor of low-income housing.

(6) "Department" means the Department of Commerce.

(7) "Disabling condition" means a diagnosable substance abuse disorder, serious mental illness, developmental disability, or chronic physical illness or disability, or the co-occurrence of two or more of these conditions, and a determination that the condition is:

(a) Expected to be of long-continued and indefinite duration; and

(b) Not expected to impair the ability of the person with special needs to live independently with appropriate supports.

(8) "Elderly" describes persons 62 years of age or older.

(9) "Extremely-low-income persons" means one or more natural persons or a family whose total annual household income does not exceed 30 percent of the median annual adjusted gross income for households within the state. The Florida Housing Finance Corporation may adjust this amount annually by rule to provide that in lower income counties, extremely low income may exceed 30 percent of area median income and that in higher income counties, extremely low income may be less than 30 percent of area median income.

(10) "Local public body" means any county, municipality, or other political subdivision, or any housing authority as provided by chapter 421, which is eligible to sponsor or develop housing for farmworkers and very-low-income and low-income persons within its jurisdiction.

(11) "Low-income persons" means one or more natural persons or a family, the total annual adjusted gross household income of which does not exceed 80 percent of the median annual adjusted gross income for households within the state, or 80 percent of the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or, if not within an MSA, within the county in which the person or family resides, whichever is greater.

(12) "Moderate-income persons" means one or more natural persons or a family, the total annual adjusted gross household income of which is less than 120 percent of the median annual adjusted gross income for households within the state, or 120 percent of the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or, if not within an MSA, within the county in which the person or family resides, whichever is greater.

(13) "Person with special needs" means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.

(14) "Student" means any person not living with his or her parent or guardian who is eligible to be claimed by his or her parent or guardian as a dependent under the federal income tax code and who is enrolled on at least a half-time basis in a secondary school, career center, community college, college, or university.

(15) "Substandard" means:

(a) Any unit lacking complete plumbing or sanitary facilities for the exclusive use of the occupants;

(b) A unit which is in violation of one or more major sections of an applicable housing code and where such violation poses a serious threat to the health of the occupant; or

(c) A unit that has been declared unfit for human habitation but that could be rehabilitated for less than 50 percent of the property value.

(16) "Substantial rehabilitation" means repair or restoration of a dwelling unit where the value of such repair or restoration exceeds 40 percent of the value of the dwelling.

(17) "Very-low-income persons" means one or more natural persons or a family, not including students, the total annual adjusted gross household income of which does not exceed 50 percent of the median annual adjusted gross income for households within the state, or 50 percent of the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or, if not within an MSA, within the county in which the person or family resides, whichever is greater.

420.502, F.S. – Legislative findings.—

(8)(b) It is necessary to create a state housing finance strategy to provide affordable workforce housing opportunities to essential services personnel in areas of critical state concern designated under s. 380.05, for which the Legislature has declared its intent to provide affordable housing, and areas that were designated

as areas of critical state concern for at least 20 consecutive years before removal of the designation. The lack of affordable workforce housing has been exacerbated by the dwindling availability of developable land, environmental constraints, rising construction and insurance costs, and the shortage of lower-cost housing units. As this state's population continues to grow, essential services personnel vital to the economies of areas of critical state concern are unable to live in the communities where they work, creating transportation congestion and hindering their quality of life and community engagement.

420.503, F.S. – Definitions.—
(19) "Essential services personnel" means natural persons or families whose total annual household income is at or below 120 percent of the area median income, adjusted for household size, and at least one of whom is employed as police or fire personnel, a child care worker, a teacher or other education personnel, health care personnel, a public employee, or a service worker.

420.5095, F.S. Community Workforce Housing Loan Program.—
(1) The Legislature finds and declares that recent rapid increases in the median purchase price of a home and the cost of rental housing have far outstripped the increases in median income in the state, creating the need for innovative solutions for the provision of housing opportunities.
(2) The Community Workforce Housing Loan Program is created to provide workforce housing for persons affected by the high cost of housing.
(3) For purposes of this section, the term "workforce housing" means housing affordable to natural persons or families whose total annual household income does not exceed 80 percent of the area median income, adjusted for household size, or 120 percent of area median income, adjusted for household size, in areas of critical state concern designated under s. 380.05, for which the Legislature has declared its intent to provide affordable housing, and areas that were designated as areas of critical state concern for at least 20 consecutive years before removal of the designation.
(4) The Florida Housing Finance Corporation is authorized to provide loans under the program to applicants for construction of workforce housing.
(5) The corporation shall establish a loan application process under s. 420.5087.
(6) Projects must be given priority consideration for funding if the local jurisdiction has adopted, or is committed to adopting, appropriate regulatory incentives, local contributions or financial strategies, or other funding sources to promote the development and ongoing financial viability of such projects. Local incentives include such actions as expediting review of development orders and permits, supporting development near transportation hubs and major employment centers, and adopting land development regulations designed to allow flexibility in densities, use of accessory units, mixed-use developments, and flexible lot configurations. Financial strategies include such actions as promoting employer-assisted housing programs, providing tax increment financing, and providing land.
(7) The corporation shall award loans with a 1 percent interest rate for a term that does not exceed 15 years.
(8) The corporation may adopt rules pursuant to ss. 120.536(1) and 120.54 to implement this section.

125.01055, F.S. - Affordable housing.—
(1) Notwithstanding any other provision of law, a county may adopt and maintain in effect any law, ordinance, rule, or other measure that is adopted for the purpose of increasing the supply of affordable housing using land use mechanisms such as inclusionary housing or linkage fee ordinances.

VI. PROCESS

Comprehensive Plan Amendments may be proposed by the Board of County Commissioners, the Planning Commission, the Director of Planning, or the owner or other person having a contractual interest in property to be affected by a proposed amendment. The Director of Planning shall review and

process applications as they are received and pass them onto the Development Review Committee and the Planning Commission.

The Planning Commission shall hold at least one public hearing. The Planning Commission shall review the application, the reports and recommendations of the Department of Planning & Environmental Resources and the Development Review Committee and the testimony given at the public hearing. The Planning Commission shall submit its recommendations and findings to the Board of County Commissioners (BOCC). The BOCC holds a public hearing to consider the transmittal of the proposed comprehensive plan amendment, and considers the staff report, staff recommendation, and the testimony given at the public hearing. The BOCC may or may not recommend transmittal to the State Land Planning Agency. The amendment is transmitted to State Land Planning Agency, which then reviews the proposal and issues an Objections, Recommendations and Comments (ORC) Report. Upon receipt of the ORC report, the County has 180 days to adopt the amendments, adopt the amendments with changes or not adopt the amendment.

VII. STAFF RECOMMENDATION

Staff recommends approval of the proposed amendment.

VIII. EXHIBITS

1. May 2, 2018, Governor Rick Scott press release outlining an initiative to the Florida Department of Economic Opportunity ("DEO") for a Keys Workforce Housing Initiative.
2. DEO Preliminary draft language based on the minimum requirements.

Exhibit 1



FOR IMMEDIATE RELEASE
May 2, 2018

CONTACT: GOVERNOR'S PRESS OFFICE
(850)717-9282
media@eog.myflorida.com

Gov. Scott Directs DEO to Enhance Workforce Housing in the Florida Keys

TALLAHASSEE, Fla. – Governor Scott today directed the Department of Economic Opportunity (DEO) to propose enhanced workforce housing in the Florida Keys as part of the continued efforts to recover from the tremendous impact Hurricane Irma had on the Keys. Hurricane Irma destroyed much of the housing that served the workforce population and the proposed Keys Workforce Housing Initiative will allow local governments to grant additional building permits for rental properties. This initiative will be presented to the Florida Cabinet at the next meeting.

Governor Scott said, "Hurricane Irma left a devastating impact on our state, especially in the Florida Keys and since the storm we have been working hard to rebuild even stronger than before. For business owners across the Keys, the availability of affordable workforce housing has been a challenge that was compounded by Hurricane Irma. The Keys Workforce Housing Initiative will provide much-needed access to workforce housing, allowing businesses the opportunity to grow while providing a plan to ensure Keys residents can evacuate safely before a storm."

DEO is charged with reviewing local development decisions in the Florida Keys due to its legislative designation as an Area of Critical State Concern. State law requires that growth be limited in the Keys to ensure that residents can evacuate safely within 24 hours in advance of a hurricane. To meet the increased demand for workforce housing, the innovative Keys Workforce Housing Initiative will require new construction that participates to commit to evacuating renters in the 48-hour window of evacuation.

The initiative will allow up to 1,300 new building permits for workforce housing throughout the Florida Keys. Local governments that choose to participate in the initiative will work with DEO to amend their comprehensive plans to allow for additional building permits that meet these safety requirements.

Cissy Proctor, Executive Director of DEO, said, "As I have toured the damage from Hurricane Irma, the number one priority of business and community leaders is the need for more workforce housing. We are proud to provide an option to local governments that will help businesses have the talent they

need to remain in the Keys and grow their companies. This solution will not only provide workforce housing for private-sector businesses but public servants, like law enforcement and teachers, as well. Our agency is committed to working with our partners in the Keys to provide ample workforce housing without compromising the safety of Floridians. We appreciate our partners at the Florida Division of Emergency Management for working with us to make sure Keys residents are still able to safely evacuate."

Representative Holly Raschein said, "Hurricane Irma pushed the affordable housing problem in the Florida Keys to a critical state, decimating an already strained stock of housing for our workforce. I have discussed this concern with Governor Scott and the Department of Economic Opportunity (DEO) both in Tallahassee and during the Governor's many visits to the Keys as he's lead us through our recovery efforts. The plan Governor Scott has directed DEO to bring before Cabinet is a creative solution to the most pressing recovery challenge still facing the Florida Keys and I encourage all Cabinet members to support this proposal."

Wes Maul, Director of the Florida Division of Emergency Management, said, "Our agency's primary goal is the safety of Florida residents during disasters. The Keys Workforce Housing Initiative ensures the safety of tourists and residents of the Keys during major storms, while allowing critical economic development activities to continue. We appreciate DEO's partnership in this endeavor."

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Exhibit 2

Goal X – Workforce-Affordable Housing Initiative.

To support Monroe County's workforce by alleviating constraints on affordable housing the County shall participate in the Workforce-Affordable Housing Initiative, as approved during the June 13, 2018 meeting of the Administration Commission. The Workforce-Affordable Housing Initiative will require new construction that participates to commit to evacuating renters in the 48-hour window of evacuation.

Objective XX – Provide Workforce-Affordable Housing Building Permit Allocations.

The County shall establish a new limited category (needs a name-Phase One Affordable (POA)????) for 300 workforce-affordable building permit allocations to participate in the Workforce-Affordable Housing Initiative. These allocations are in addition to the maximum allocations identified in Rules 28-18, Florida Administrative Code. The County shall be responsible for the management, distribution, and enforcement of requirements associated with the POA allocations. Monroe County shall ensure adherence to these requirements through implementing the policies of this objective.

Policy X.1.1 – Distribution of Workforce-Affordable Housing Allocations. Workforce-affordable housing allocations shall be distributed in accordance with (**insert policy describing BPAS ranking procedures or ranking procedures specific to POA**).

Policy X.1.2 - Specific Standards and Requirements for Workforce-Affordable Housing. Workforce-affordable housing units built under this program shall:

a. be multifamily structures;
b. be rental units;
c. require, at a minimum, adherence to the latest edition of the Florida Building Code as published by the Florida Building Commission;
d. not be placed in the V-Zone or within the Coastal Barrier Resource Systems;
e. require on-site property management;
f. comply with applicable locational criteria and densities for multifamily affordable housing units;
g. incorporate sustainable and resilient design principles into the overall site design;
h. ensure accessibility to employment centers and amenities;
i. require deed-restrictions ensuring:
    i. the property remains workforce-affordable housing in perpetuity;
    ii. tenants evacuate during the period in which transient units are required to evacuate;
    iii. rental agreements contain a separate disclosure requiring renters to acknowledge that failure to adhere to the evacuation requirement could result in severe penalties, including eviction, to the resident;
    iv. onsite property managers are formally trained in evacuation procedures.

Policy X.1.3 – Evacuation exemptions. Persons living in workforce-affordable housing who are exempt from evacuation requirements of **Policy X.1.2.i.1** include all first responders, correction officers, health care professionals, or other first-response workers required to remain during an emergency, provided the person claiming exemption under this policy has faithfully certified their status with property management.

Policy X.1.4 – ADA Compliance. All workforce-affordable housing developments must demonstrate compliance with all applicable federal standards for accessibility for persons with disabilities.

Policy X.1.4 -Evaluation and Report. Monroe County shall Local governments participating in the program shall provide to the state land planning agency an Annual Report by July 1 (or January 1???) of each year indicating the number of workforce-affordable units built, occupancy rates, and compliance with the requirement to evacuate the units in the Phase I evacuation.

MONROE COUNTY, FLORIDA
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

ORDINANCE NO.005-2021

AN ORDINANCE BY MONROE COUNTY BOARD OF COUNTY COMMISSIONERS ADOPTING AMENDMENTS TO THE MONROE COUNTY 2030 COMPREHENSIVE PLAN AMENDING THE FUTURE LAND USE ELEMENT AND THE HOUSING ELEMENT TO ESTABLISH A NEW BUILDING PERMIT ALLOCATION CATEGORY TO ACCEPT AND AWARD 300 WORKFORCE HOUSING EARLY EVACUATION UNIT BUILDING PERMIT ALLOCATIONS PURSUANT TO THE WORKFORCE-AFFORDABLE HOUSING INITIATIVE (WORKFORCE INITIATIVE) AUTHORIZED BY THE FLORIDA ADMINISTRATION COMMISSION AND THE FLORIDA DEPARTMENT ECONOMIC OPPORTUNITY BY AMENDING AS WELL AS CLARIFYING POLICIES 101.2.2, 101.2.4, 101.3.1, 101.3.2, 101.3.3, 101.3.4, 101.3.10, 101.3.11, 601.1, 601.1.1, 601.1.2, 601.1.8, 601.1.11, 601.5.1 AND CREATING NEW POLICY 101.3.12 TO ESTABLISH THE SPECIFIC WORKFORCE INITIATIVE REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR AMENDMENT TO AND INCORPORATION IN THE MONROE COUNTY COMPREHENSIVE PLAN; PROVIDING FOR AN EFFECTIVE DATE. (FILE NO. 2020-067)

WHEREAS, pursuant to Article 8 of the Florida Constitution and Section 125.66, Florida Statutes, Monroe County possesses the police powers to enact ordinances in order to protect the health, safety, and welfare of the County's citizens; and

WHEREAS, Florida Statute § 380.0552., the Florida Keys Area protection and designation as area of critical state concern, establishes the intent to "ensure that the population of the Florida Keys can be safely evacuated", Florida Statute § 380.0552(2)(j), and requires that amendments to each local government's comprehensive plan to include "goals, objectives, and policies" to protect public safety and welfare in the event of a natural disaster by maintaining a hurricane evacuation clearance time for permanent residents of no more than 24 hours; and

WHEREAS, the County adopted a Permit Allocation System known as the Rate of Growth Ordinance ("ROGO") in order to provide for the safety of residents in the event of a hurricane evacuation and to protect the significant natural resources of Monroe County, as required by the State of Florida; and

WHEREAS, on May 2, 2018, Governor Rick Scott issued a press release outlining an initiative to the Florida Department of Economic Opportunity ("DEO") for a Keys Workforce Housing Initiative to allow 1,300 additional Rate of Growth Ordinance allocations ("ROGO allocations") throughout the Florida Keys for rental workforce housing, with a condition that the rental occupants evacuate in the early phase (48-hour window) of a hurricane evacuation; and

WHEREAS, on June 13, 2018, the Florida Administration Commission approved the Workforce Housing Initiative, after presentation by DEO that the Phase I evacuation (under the existing staged evacuation plan) can be accomplished in 17.5 hours, leaving additional capacity of 6.5 hours in Phase I; and

WHEREAS, the Florida Keys face the quadruple impact of high land values, land limited by geographic and environmental features, housing supply limited by controlled growth (including but not limited to the Rate of Growth Ordinance) and a tourism economy with a prevalence of lower paying service-sector employment; and

WHEREAS, the need to protect and preserve an adequate inventory of affordable/workforce accessible housing is a continual as well as a growing challenge in the Florida Keys, particularly after the impacts of Hurricane Irma which caused significant damage to housing units throughout the Florida Keys; and

WHEREAS, on September 19, 2018, the Monroe County Board of County Commissioners ("BOCC", "Monroe County", or the "County") directed County staff to draft proposed policy alternatives to the State's Keys Workforce Housing Initiative that address several concerns raised related to the enforceability of the evacuation provisions; and

WHEREAS, on January 30, 2019, the BOCC considered options to accept the 300 units but took no official action; and

WHEREAS, on January 22, 2020, the BOCC directed staff to prepare an agenda item to discuss and provide direction on whether to direct staff to process Comprehensive Plan and Land Development Code amendments to: 1) Move a portion of market-rate ROGO units to the affordable housing allocation pool and/or 2) Accept the 300 Workforce Housing units offered by the Department of Economic Opportunity required to evacuate in Phase 1 of the Hurricane Evacuation model; and

WHEREAS, on February 19, 2020, the BOCC discussed whether to direct staff to process a comprehensive plan and land development code amendment to: 1) Move a portion of the 378 remaining Market Rate - Rate of Growth Ordinance (ROGO) units through 2026 to the Affordable Housing allocation pool and/or 2) Accept the 300 Workforce Housing units offered by the DEO required to evacuate in Phase 1 of the hurricane evacuation model. The BOCC did not decide on the potential shifting of market rate allocations to the affordable housing pool but did direct staff to start the process to accept the 300 workforce housing units; and

WHEREAS, on July 15, 2020, during a discussion item on potentially shifting market rate allocations to the affordable housing pool, the BOCC provided further direction to staff on

accepting the 300 workforce housing early evacuation unit building permit allocations. The BOCC directed: Accept the 300 workforce housing early evacuation unit building permit allocations to be used in exchange for existing affordable allocations at multifamily developments (for developers that agree to the early evacuation restriction) and the affordable housing allocations returned to the County (returned in the exchange) be set aside and banked for takings cases (bank them within an administrative relief pool); and

WHEREAS, Monroe County policies and regulations adopted in the Monroe County Comprehensive Plan and Land Development Code are to maintain public health, safety, and welfare of the citizens of the Florida Keys and to strengthen our local government capability to manage land use and development; and

WHEREAS, the Monroe County Development Review Committee ("DRC") reviewed and considered the proposed amendments at a regularly scheduled meeting held on the August 25, 2020; and

WHEREAS, at a regularly scheduled meeting held on October 28, 2020, the Monroe County Planning Commission held a public hearing for the purpose of considering the proposed amendment and provided for public comment; and

WHEREAS, the Monroe County Planning Commission adopted Resolution No. P29-20, recommending approval for the proposed amendment, with edits identified in the resolution for Policies 101.2.2, 101.3.10 and 101.3.12; and

WHEREAS, the Monroe County Board of County Commissioners is authorized by Florida Statute § 125.01(1)(h)., to establish, coordinate and enforce zoning and such business regulations as are necessary for the protection of the public; and

WHEREAS, at a regularly scheduled meeting held on January 20, 2021, the Monroe County Board of County Commissioners held a public hearing, considered the County's professional staff report, and provided for public comment and public participation in accordance with the requirements of state law and the procedures adopted for public participation in the planning process; and

WHEREAS, at the January 20, 2021, public hearing, the Monroe County Board of County Commissioners voted to transmit the proposed amendments to the Department of Economic Opportunity to review the proposal, with a modification to Policy 101.3.12 to eliminate the requirement for a development agreement; instead requiring a resolution approving a contract; and

WHEREAS, at the January 20, 2021, public hearing, the BOCC adopted Resolution No. 041-2021, transmitting the proposed text amendment to the State Land Planning Agency; and

WHEREAS, the State Land Planning Agency reviewed the amendment and issued an Objections, Recommendations and Comments ("ORC") report, received by the County on March 30, 2021; and

WHEREAS, the ORC report stated that "the Department [of Economic Opportunity] does not identify any objections or comments to the proposed amendment"; and

WHEREAS, Monroe County has 180 days from the date of receipt of the ORC report to adopt the proposed amendment, adopt the amendment with changes or not adopt the amendment; and

WHEREAS, at a regularly scheduled meeting on April 21, 2021, the BOCC held a public hearing to consider adoption of the proposed Comprehensive Plan text amendment; and

WHEREAS, Monroe County policies and regulations adopted in the Monroe County Comprehensive Plan and Land Development Code are to maintain public health, safety, and welfare of the citizens of the Florida Keys and to strengthen our local government capability to manage land use and development; and

WHEREAS, based upon the documentation submitted and information provided in the accompanying professional staff report, the Monroe County Board of County Commissioners makes the following findings of fact and conclusions of law:

1. The proposed amendment is consistent with the Goals, Objectives and Policies of the Monroe County Year 2030 Comprehensive Plan; and
2. The proposed amendment is consistent with the Principles for Guiding Development for the Florida Keys Area of Critical State Concern, Florida Statute § 380.0552(7); and
3. The proposed amendment is consistent with Part II of Chapter 163, Florida Statutes.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. Recitals and Legislative Intent. The foregoing recitals and statements of legislative intent are true and correct and are hereby incorporated as if fully stated herein.

Section 2. The Monroe County Comprehensive Plan is hereby amended as follows:

Proposed Amendment: deletions are ~~stricken through~~; additions are shown in underlined.

Objective 101.2
As mandated by the State of Florida, pursuant to Section 380.0552, F.S. and Rule 28-20.140, F.A.C., and to maintain the public health, safety, and welfare, Monroe County shall maintain a maximum hurricane evacuation clearance time of 24 hours and will coordinate with the State Land Planning Agency relative to the 2012 Memorandum of Understanding that has been adopted between the County and all the municipalities and the State agencies.

Policy 101.2.1
Monroe County shall maintain a memorandum of understanding with the State Land Planning Agency, Division of Emergency Management, Marathon, Islamorada, Key West, Key Colony Beach, and Layton to stipulate, based on professionally acceptable

data and analysis, the input variables and assumptions, including regional considerations, for utilizing the Florida Division of Emergency Management's (DEM) Transportation Interface for Modeling Evacuations ("TIME") Model to accurately depict evacuation clearance times for the population of the Florida Keys.

Policy 101.2.2

Monroe County shall coordinate with all the municipalities, the State Land Planning Agency and Division of Emergency Management to update the variables and assumptions for the evacuation clearance time modeling and analyses of the build-out capacity of the Florida Keys Area of Critical State Concern based upon the release of the decennial Census data. Pursuant to the 2012 completed hurricane evacuation clearance time modeling by the State Land Planning Agency, which incorporates the 2010 Census data, the County may allocate 10 years' worth of growth (197 x 10 = 1,970 allocations, 197 annual ROGO rate based on Rule 28-20.140, F.A.C.) through the year 2023, while maintaining an evacuation clearance time of 24 hours. The County ~~will~~ adopted a slower rate of annual allocations for market rate development to extend the allocation timeframe to 20262033 without exceeding the total of 1,970 allocations (see Policy 101.3.2). The County shall reevaluate the annual ROGO allocation rate based on: 1) statutory changes for hurricane evacuation clearance time requirement standards; 2) new hurricane evacuation modeling by the State Land Planning Agency and Division of Emergency Management; and 3) a new or revised memorandum of understanding with the State Land Planning Agency, Division of Emergency Management, Marathon, Islamorada, Key West, Key Colony Beach and Layton (see Policy 101.2.1).

Notwithstanding the foregoing and pursuant to Policies 101.3.2, 101.3.3 and 101.3.12, Monroe County shall establish a new allocation category to accept and award 300 workforce housing early evacuation unit building permit allocations pursuant to the Workforce-Affordable Housing Initiative (Policy 101.3.12 Workforce Initiative). These allocations are in addition to the maximum allocations identified in Rules 28-20, F.A.C., and shall be required to evacuate in Phase 1 of the 48-hr evacuation of a pending major hurricane.

Policy 101.2.3

The County will consider capital improvements based upon the need for improved hurricane evacuation clearance times. The County will coordinate with the FDOT, the state agency which maintains U.S.1, to ensure transportation projects that improve clearance times are prioritized.

Policy 101.2.4

In the event of a pending major hurricane (Category 3—5) Monroe County shall implement the following staged/phased evacuation procedures to achieve and maintain an overall 24-hour hurricane evacuation clearance time for the resident population.

1. Approximately 48 hours in advance of tropical storm winds, a mandatory evacuation of non-residents, visitors, recreational vehicles (RVs), travel trailers, live-aboard vessels (transient and non-transient), ~~and~~ military personnel and units approved, and deed restricted as workforce housing early evacuation units from the Florida Keys

shall be initiated. State parks and campgrounds should be closed at this time or sooner and entry into the Florida Keys by non-residents should be strictly limited.

2. Approximately 36 hours in advance of tropical storm winds, a mandatory evacuation of mobile home residents, special needs residents, and hospital and nursing home patients from the Keys shall be initiated.
3. Approximately 30 hours in advance of tropical storm winds, a mandatory phased evacuation of permanent residents by evacuation zone (described below) shall be initiated. Existing evacuation zones are as follows:
   a) Zone 1 - Key West, Stock Island and Key Haven to Boca Chica Bridge (MM 1-6)
   b) Zone 2 - Boca Chica Bridge to West end of 7-mile Bridge (MM 6-40)
   c) Zone 3 - West end of 7-Mile Bridge to West end of Long Key Bridge (MM 40-63)
   d) Zone 4 - West end of Long Key Bridge to CR 905 and CR 905A intersection (MM 63-106.5 and MM 1-9.5 of CR 905)
   e) Zone 5 - 905A to, and including Ocean Reef (MM 106.5-126.5)

The actual sequence of the evacuation by zones will vary depending on the individual storm. The concepts embodied in this staged evacuation procedures should be embodied in the appropriate County operational Emergency Management Plans.

The evacuation plan shall be monitored and updated on an annual basis to reflect increases, decreases and or shifts in population; particularly the resident and non-resident populations.

For the purpose of implementing Policy 101.2.4, this Policy shall not increase the number of allocations to more than 197 residential units a year, except for affordable housing. Any increase in the number of allocations shall be for affordable housing. Monroe County hereby accepts 300 workforce (affordable) housing early evacuation unit building permit allocations pursuant to the Workforce-Affordable Housing Initiative (Policy 101.3.12 Workforce Initiative) authorized by the Florida Administration Commission and the Florida Department Economic Opportunity. These allocations are in addition to the maximum allocations identified in Rules 28-20, F.A.C., shall be restricted to rental occupancy for those who derive at least 70% of their income as members of the workforce in Monroe County and who meet the affordable housing income categories of the Monroe County Land Development Code. The allocations shall be required to evacuate in Phase 1 of the 48-hr evacuation of a pending major hurricane. No new additional residential dwelling unit allocations shall be authorized within the Phase 1 of the 48-hr evacuation unless approved and provided by the Florida Administration Commission and the Florida Department Economic Opportunity after review of hurricane evacuation modeling results by the State Land Planning Agency and the Division of Emergency Management of available evacuation capacity and a review of the level of service and available capacity for all public facilities.

Objective 101.3

Monroe County shall regulate new residential development based upon the finite carrying capacity of the natural and man-made systems and the growth capacity while maintaining a maximum hurricane evacuation clearance time of 24 hours.

Policy 101.3.1

Monroe County shall maintain a Permit Allocation System for new residential development known as the Residential Rate of Growth Ordinance (ROGO) System. The Permit Allocation System shall limit the number of permits issued for new residential dwelling units. The ROGO allocation system shall apply within the unincorporated area of the county, excluding areas within the county mainland and within the Ocean Reef planned development (Future development in the Ocean Reef planned development is based upon the December 2010 Ocean Reef Club Vested Development Rights Letter recognized and issued by the Department of Community Affairs). New residential dwelling units included in the ROGO allocation system include the following: affordable housing units; market rate dwelling units; mobile homes; ~~and~~ institutional residential units (except hospital rooms)~~.~~ and workforce housing early evacuation units.

Vessels are expressly excluded from the allocation system, as the vessels do not occupy a distinct location, and therefore cannot be accounted for in the County's hurricane evacuation model. Under no circumstances shall a vessel, including live-aboard vessels, or associated wet slips be transferred upland or converted to a dwelling unit of any other type. Vessels or associated wet slips are not considered ROGO allocation awards, and may not be used as the basis for any type of ROGO exemption or TRE (Transfer of ROGO Exemption).

ROGO Allocations for rooms, hotel or motel; campground spaces; transient residential units; and seasonal residential units are subject to Policy 101.3.5.

Policy 101.3.2

The number of permits issued for residential dwelling units under the Rate of Growth Ordinance shall not exceed a total of 1,970 new allocations for the time period of July 13, 2013 through July 12, 2026, plus any available unused ROGO allocations from a previous ROGO year and 300 workforce housing early evacuation unit building permit allocations authorized by the Florida Administration Commission and the Florida Department Economic Opportunity. A ROGO year means the twelve-month period beginning on July 13. Market rate allocations shall not to exceed 126 residential units per year. Unused allocations for market rate shall be available for Administrative Relief.

In 2012, pursuant to Rule 28-20.140, F.A.C., the Department of Economic Opportunity completed the hurricane evacuation clearance time modeling task and found that with 10 years' worth of building permits, the Florida Keys would be at a 24 hour evacuation clearance time. This creates challenges for State of Florida and Monroe County as there are 8,168 privately owned vacant parcels [3,979 Tier I; 393 Tier II, 260 Tier III-A (SPA); 3,301 Tier III, and 235 No tier (ORCA, etc.)] and with 1,970 new allocations this may result in a balance of 6,198 privately held vacant parcels at risk of not obtaining permits in the future. In recognition of the possibility that the inventory of vacant parcels exceeds the total number of allocations which the State will allow the County to award, the County adopted a slower rate of annual allocations for market rate development to extend the allocation timeframe to 2026 and is accepting 300 workforce (affordable) housing early evacuation unit building permit allocations pursuant to the Workforce-Affordable

Housing Initiative (Policy 101.3.12 Workforce Initiative) authorized by the Florida Administration Commission and the Florida Department Economic Opportunity. These workforce housing early evacuation allocations that are in addition to the maximum building permit allocations identified in Rules 28-20, F.A.C. The County will consider adopting an extended timeframe for distribution of the ROGO allocations through 2033 with committed financial support from its State and Federal partners. This timeframe can provide a safety net to the County and provide additional time to implement land acquisition and other strategies to reduce the demand for ROGO allocations and help transition land into public ownership.

The County is actively engaged in acquisitions and is requesting its State and Federal partners for assistance with implementing land acquisitions in Monroe County. The County will allocate the 1,970 new dwelling unit allocations through July 12, 2026 ~~over a 10 year timeframe~~. If substantial financial support is provided by July 12, ~~2018~~2023, the County will reevaluate the ROGO distribution allocation schedule and consider an extended timeframe for the distribution of market rate allocations (through a comprehensive plan amendment). Further, the State and County shall develop a mutually agreeable position defending inverse condemnation cases and Bert J. Harris, Jr. Private Property Rights Protection Act cases, with the State having an active role both directly and financially in the defense of such cases.

The County shall distribute ROGO allocations by ROGO year, as provided in the table below.

ROGO Year	Annual Allocation		
	Market Rate	Affordable Housing	Workforce Initiative
July 13, 2013—July 12, 2014	126	71	N/A
July 13, 2014—July 12, 2015	126	71	
July 13, 2015—July 12, 2016	126	568 total AFH (total available immediately)	
July 13, 2016—July 12, 2017	126		
July 13, 2017—July 12, 2018	126		
July 13, 2018—July 12, 2019	126		
July 13, 2019—July 12, 2020	126		
July 13, 2020—July 12, 2021	64		
July 13, 2021—July 12, 2022	64		300**
July 13, 2022—July 12, 2023	64		
July 13, 2023—July 12, 2024	62		
July 13, 2024—July 12, 2025	62		
July 13, 2025—July 12, 2026	62		
TOTAL	1,260	710*	300**

*Includes two annual affordable ROGO allocations for the Big Pine Key/No Name Key subarea) through the Incidental Take Permit (ITP) ending in 2023.

** Workforce housing early evacuation unit allocations shall be available countywide (unincorporated county) and distributed on a first-come first-serve basis. Requests for dwelling units developed and/or deed-restricted utilizing the workforce housing early evacuation unit allocations are subject to the provisions of Policy 101.3.12.

The State of Florida, pursuant to Administration Commission Rules, may modify the annual allocation rate. Monroe County will request a Rule change from the Administration Commission to authorize the above allocation timeframe and rate.

Policy 101.3.3

Monroe County shall allocate at least 20% of the annual allocation, or as may be established by the State of Florida, pursuant to Administration Commission Rules, to affordable housing units as part of ROGO. Any portion of the allocations not used for affordable housing shall be retained and be made available for affordable housing from ROGO year to ROGO year. Affordable housing eligible for this separate allocation and workforce housing early evacuation units shall meet the criteria specified in Policy 601.1.4 and the Land Development Code, but shall not be subject to the competitive Residential Permit Allocation and Point System in Policy 101.6.4. Any parcel proposed for affordable housing or workforce housing early evacuation units shall not be located within an area designated as Tier I as set forth under Goal 105 or within a Tier III-A Special Protection Area as set forth in Policy 205.1.1.

Notwithstanding the foregoing, and notwithstanding Policy 101.6.2. affordable housing ROGO allocations may be awarded to Tier I or Tier III-A properties which meet all of the following criteria:

1. The property contains an existing market rate dwelling unit that meets the criteria in LDC Section 138-22(a) and is determined to be exempt from ROGO;
2. The proposed replacement affordable dwelling unit meets current Florida Building Code and is not a mobile home;
3. The proposed replacement dwelling unit shall be deed restricted for a period of at least 99 years as affordable housing pursuant to the standards of the Land Development Code; and
4. The proposed site plan for the replacement affordable dwelling unit does not propose any additional clearing of habitat.

Policy 101.3.4

The Permit Allocation System (or Rate of Growth Ordinance) for new residential development shall specify procedures for:

1. establishing the annual number of permits for new residential units to be issued during the next ROGO year based upon, but not limited to the following:
   a. expired allocations and building permits in previous year;
   b. allocations available, but not allocated in previous year;
   c. number of allocations borrowed from future quarters;
   d. vested allocations;
   e. modifications required or provided by Administration Commission Rules;

f. modifications required or provided by this plan or agreement pursuant to Chapter 380, Florida Statutes; and

g. receipt or transfer of affordable housing allocations by intergovernmental agreement; and

h. receipt or transfer of allocations pursuant to the 2012 Hurricane Evacuation Clearance Time Memorandum of Understanding.

2. allocation of affordable housing, workforce housing early evacuation units and market rate housing units in accordance with Policies~~y~~ 101.3.2 and 101.3.3; and

3. timing of the acceptance of applications, evaluation and scoring of applications, and issuance of permits for new residential development during the calendar year.

Policy 101.3.5

Due to the limited number of allocations and the State's requirement that the County maintain a maximum hurricane evacuation clearance time of 24 hours, Monroe County shall prohibit new transient residential allocations for hotel or motel rooms, campground spaces, or spaces for parking a recreational vehicle or travel trailer until May 2022. Lawfully established transient units shall be entitled to one unit for each type of unit in existence before January 4, 1996 for use as a ROGO exemption. (Ord. No. 024-2011)

Policy 101.3.6

All public and institutional uses (except hospital rooms) that predominately serve the County's non-transient population and which house temporary residents shall be subject to the Permit Allocation System for residential development, except upon factual demonstration that such transient occupancy is of such a nature so as not to adversely impact the hurricane evacuation clearance time of Monroe County.

* * * * * *

Policy 101.3.9

For those ROGO applications and properties which have not received a ROGO award for four consecutive years and have applied for administrative relief, which are designated Tier I, II, or IIIA, the County or the State shall offer to purchase the property if funding for such is available. Refusal of the purchase offer shall not be grounds for granting a ROGO award.

Policy 101.3.10

Notwithstanding any other provision of the Plan, except the last sentence of this Policy 101.3.10, building ~~ROGO~~ allocations utilized for affordable housing projects may be pooled and transferred between ROGO sub-areas, excluding the Big Pine/No Name Keys ROGO subarea, and between local government jurisdictions within the Florida Keys Area of Critical State Concern (ACSC). Any such transfer of affordable housing allocations between local government jurisdictions must be accomplished through an interlocal agreement between the sending and receiving local governments. Interlocal agreements that involve assigning the County's affordable housing (not including affordable housing allocations banked for takings cases) allocations *to existing dwelling units within a municipality* with a requirement that the associated market rate ROGO/BPAS exemptions be transferred into the unincorporated County as an exchange for the affordable housing

allocations transferred to the municipality, shall be accomplished through a minor conditional use permit approval and shall be subject to the receiver site criteria in Policy 101.6.8 and may be transferred to any subarea within the unincorporated County. In no event shall the County (1) pool and transfer workforce housing early evacuation unit allocations between ROGO sub-areas, (2) transfer workforce housing early evacuation unit allocations to another government jurisdiction, (3) receive workforce housing early evacuation unit building allocations from another government jurisdiction, or (4) transfer affordable housing ROGO allocations received by the County in exchange for workforce housing early evacuation unit allocations to another government jurisdiction.

Policy 101.3.11

Monroe County may receive additional building permit allocations pursuant to the 2012 completed hurricane evacuation clearance time modeling and allocation recommendations by the State Land Planning Agency and the Administration Commission's direction that the City of Key West ~~would~~ transfer annually (by July 15th) any remaining unused allocations for that year to the other Florida Keys' local governments based upon the local governments' ratio of vacant land. Any transferred allocations from the City of Key West to Monroe County shall be made available for Administrative Relief. Monroe County may receive, and award 300 building permit allocations designated as workforce housing early evacuation units pursuant to the Workforce-Affordable Housing Initiative (Policy 101.3.12 Workforce Initiative) as provided by the Florida Administration Commission and the Florida Department Economic Opportunity. These allocations that are in addition to the maximum allocations identified in Rules 28-20, F.A.C., and shall be required to evacuate in Phase 1 of the 48-hr evacuation of a pending major hurricane.

Policy 101.3.12

Workforce Initiative. To support Monroe County's workforce by alleviating constraints on affordable housing, to protect private property rights and address potential liability, the County is participating in the Workforce-Affordable Housing Initiative (Workforce Initiative), as approved during the June 13, 2018 meeting of the Florida Administration Commission. Monroe County accepts the 300 workforce housing early evacuation building permit allocations pursuant to the Workforce-Affordable Housing Initiative authorized by the Florida Administration Commission and the Florida Department Economic Opportunity. The Workforce-Affordable Housing Initiative will require dwelling units constructed and/or deed restricted with workforce housing early evacuation building permit allocations to evacuate occupants in Phase 1 of the 48-hr evacuation of a pending major hurricane, pursuant to the criteria below.

To participate in the Workforce Initiative, Monroe County shall be responsible for the management, distribution, and enforcement of requirements associated with the workforce housing early evacuation building permit allocations. Monroe County shall ensure adherence to these requirements through implementation of this policy and shall annually provide to the Florida Department Economic Opportunity a report indicating the number of workforce housing early evacuation units built and/or deed restricted, occupancy rates, and compliance with the requirement to evacuate the units in Phase 1 of

an evacuation. The annual report shall be provided to the State in a timely manner such that the State may include the information in the required Annual Report to the Governor and Cabinet on the County's progress toward completion of its Work Program pursuant to Rule 28-20, F.A.C.

Dwelling units developed and/or deed restricted utilizing the workforce housing early evacuation unit allocations are subject to the following:

(a) Requests for workforce housing early evacuation unit allocations shall be available only for a 1 for 1 exchange for affordable allocations/exemptions and require a reservation via BOCC resolution. The BOCC may, at its discretion, place conditions on any reservation as it deems appropriate. The BOCC may, at its discretion, exchange existing reserved affordable allocations for allocations under the Workforce Initiative to private development and nonprofit sector partners willing to meet the requirements of the workforce housing early evacuation unit allocations. Further, the BOCC may, at its discretion, approve the exchange of existing deed-restricted affordable housing units (lawful affordable exemptions) at existing multifamily residential developments for allocations under the Workforce Initiative to private development and nonprofit sector partners willing to meet the requirements of the workforce housing early evacuation unit allocations.
   (1) The affordable allocations returned to the County in exchange for workforce housing early evacuation unit allocations shall be banked and used for future administrative relief, beneficial use determinations and to resolve inverse condemnation cases and Bert J. Harris, Jr. Private Property Rights Protection Act cases.
   (2) To maintain consistency with Rule 28-20.140(2)(b), F.A.C., the affordable allocations returned to the County shall be maintained as affordable allocations and shall also be returned to the original affordable housing category (very low/low/median income vs. moderate income pool).
   (3) The workforce housing early evacuation unit allocations must be utilized based on the original approved affordable housing income category or a lesser income category.
   (4) Administrative relief means actions taken by the County granting the owner of real property relief from the continued application of the Rate of Growth Ordinance (ROGO) restrictions provided they meet the criteria established in the Comprehensive Plan and Land Development Code.
   (5) Beneficial use means the use of property that allows an owner to derive a benefit or profit in the exercise of a basic property right. For the purpose of this policy, beneficial use shall mean the minimum use of the property necessary to avoid the finding of a regulatory taking under current land use case law.

(b) The construction of dwelling units, the redevelopment or the deed restriction of existing dwelling units utilizing workforce housing early evacuation unit allocations shall require approval of a resolution approving a contract between the BOCC and the applicant to officially exchange the allocations and confirm compliance with the requirements Workforce Initiative within this Policy.

(c) All workforce housing early evacuation units require a deed-restriction ensuring:
   (1) Before any building permit may be issued for any structure, portion or phase of

a project subject to the Workforce Initiative, a restrictive covenant shall be approved by the Planning Director and County Attorney and recorded in the Office of the Clerk of the County to ensure compliance with the provision of this section running in favor of the County and enforceable by the County and, if applicable, a participating municipality. The following requirements shall apply to these restrictive covenants:

a. The covenants for any workforce housing early evacuation units shall be effective for 99 years.

b. The covenants shall not commence running until a certificate of occupancy has been issued by the Building Official for the dwelling unit or dwelling units to which the covenant or covenants apply.

c. For existing dwelling units that are deed-restricted as workforce housing early evacuation units, the covenants shall commence running upon recordation in the Official Records of Monroe County.

(2) The covenants shall require that the workforce housing early evacuation units to be restricted to rental occupancy for those who derive at least 70% of their income as members of the workforce in Monroe County and who meet the affordable housing income categories of the Monroe County Land Development Code. The occupants are required to annually verify their employment and income eligibility.

(3) The covenants shall require occupants to evacuate in Phase 1 of the 48-hr evacuation of a pending major hurricane. Persons living in the workforce housing early evacuation units who may be exempted from evacuation requirements are limited to law enforcement, correctional and fire personnel, health care personnel, and public employees with emergency management responsibilities. If there is an occupant that indicates their employment is considered a "first-responder position" and not included in the list of exemptions above, then the Planning Director shall determine, in writing, whether the person may be exempted because of a requirement to remain during an emergency. Any person claiming exemption under this provision shall submit of an affidavit of qualification and faithfully certify their status with the onsite property management.

(4) The covenants shall require rental agreements which contain a separate disclosure requiring rental occupants to acknowledge the existing restrictive covenant on the unit requiring evacuation in Phase 1 of the 48-hr evacuation and that failure to adhere to the Phase 1 evacuation requirement could result in severe penalties, including eviction, to the occupant.

(5) The covenants shall require onsite property managers and a separate employment disclosure requiring the maintenance of training in evacuation procedures and an acknowledgement that failure to adhere to the Phase 1 evacuation requirement could result in severe penalties, including termination.

(d) Workforce housing early evacuation units shall be restricted to rental occupancy for those who derive at least 70% of their income as members of the workforce in Monroe County and who meet the affordable housing income categories of the Monroe County Land Development Code. Workforce means individuals or families who are gainfully employed supplying goods and/or services to Monroe County residents or visitors.

(e) Workforce housing early evacuation units shall require onsite property management with property managers trained in evacuation procedures and required to manage the evacuation of tenants in Phase I of an evacuation. During traditional working hours, the property manager must be at an office within the workforce housing early evacuation unit development subject property. Outside the traditional working hours, the property manager must be available at all times to respond to evacuation orders.

(f) The property management entity for the workforce housing early evacuation units shall be required to annually verify the employment and income eligibility of tenants; report the total units on the site, the occupancy rates of units, and tenant compliance with the requirement to evacuate the units in Phase I of an evacuation, including the number of occupants that are exempt from the evacuation requirements. The property management entity must submit a report to the Planning and Environmental Resources Department by May 1 of each year. Further, each lease and this annual report shall be kept by the property manager and be available for inspection by the County during traditional working hours.

(g) Workforce housing early evacuation units shall be located within an area designated as Tier III.

(h) Workforce housing early evacuation units shall not be located in the V-Zone or within a Coastal Barrier Resource System (CBRS).

(i) Workforce housing early evacuation units shall be located on a property which has all infrastructure available (potable water, adequate wastewater treatment and disposal wastewater meeting adopted LOS, paved roads, etc.).

(j) All workforce housing early evacuation units must demonstrate compliance with all applicable federal standards for accessibility for persons with disabilities (ADA Compliance).

(k) To the greatest extent practicable, a development utilizing workforce housing early evacuation unit allocations shall incorporate sustainable and resilient design principles into the overall site design and be accessible to employment centers in Key West, Stock Island and Marathon.

GOAL 601

Monroe County shall adopt programs and policies to facilitate access by residents to adequate and affordable housing that is safe, decent, and structurally sound, and that meets the needs of the population based on type, tenure characteristics, unit size and individual preferences.

Objective 601.1

To ensure that affordable housing opportunities are available throughout the entire community and to maintain a balanced and sustainable local economy and the provision of essential services, **Monroe County shall implement the following defined policies to reduce estimated affordable housing need for** its workforce and **households in the very low, low, median and moderate income classifications.**

Policy 601.1.1

Monroe County shall maintain land development regulations, in conjunction with the Permit Allocation System, for apportioning future affordable housing development ~~on an annual basis~~.

Policy 601.1.2
Monroe County shall continue ~~expand~~ its participation in Federal and State housing assistance programs to rehabilitate owner and rental housing for very low, low, median, and moderate income residents by seeking grants, loans, and technical assistance in conjunction with the Monroe County Housing Authority ~~by May 1, 2021~~.

Policy 601.1.3
The Monroe County Land Authority shall maintain a list of buildable properties owned or targeted for acquisition by the Land Authority which potentially could be donated or made available for affordable housing. This list will be updated annually and made available to the public. The guidelines established in Policies 601.1.10 and 601.1.11 shall be considered in the formulation of this list.

Policy 601.1.4
All affordable housing projects which receive development benefits from Monroe County, including but not limited to ROGO allocation award(s) reserved for affordable housing, maximum net density, or donations of land, shall be required to maintain the project as affordable for a period of 99 years pursuant to deed restrictions or other mechanisms specified in the Land Development Code, and administered by Monroe County or the Monroe County Housing Authority.

Policy 601.1.5
If Monroe County funding or County-donated land is to be used for any affordable housing project, alternative sites shall be assessed according to the following guidelines:

1. The location of endangered species habitat. Sites within known, probable, or potentially suitable threatened or endangered species habitat shall be avoided.
2. The environmental sensitivity of the vegetative habitat. The habitat sensitivity shall be determined according to the ranking specified in the Environmental Design Criteria section of the Land Development Code. Disturbed sites shall be selected, unless no feasible alternative is available.
3. Sites located within V-Zones, on offshore islands, or within CBRS units shall be avoided.
4. The level of service provided in the vicinity for all public facilities. Areas which are at or near capacity for one or more public facility should be avoided.
5. Proximity to employment and retail centers. Sites within five miles of employment and retail centers shall be preferred.

Policy 601.1.6
Monroe County shall identify funding sources that could be made available to support community-based non-profit organizations such as Habitat for Humanity in their efforts to provide adequate affordable housing.

Policy 601.1.7
Monroe County shall continue to participate in the State Housing Incentives Partnership program as specified in the 1992 William Sadowski Affordable Housing Act. Monroe County shall also continue to maintain a Local Housing Assistance Plan and Affordable

Housing Incentive Strategies as specified in the Act and recommended by the Monroe County Affordable Housing Advisory Committee.

Policy 601.1.8

Monroe County shall allocate at least 20% of the annual ROGO allocation, or as may be established by the State of Florida, pursuant to Administration Commission Rules, to affordable housing units, as specified in Policy 101.3.3. Affordable housing eligible for this separate allocation must meet the criteria established in the Land Development Code. Monroe County may award 300 additional building permit allocations designated as workforce housing early evacuation units pursuant to the Workforce-Affordable Housing Initiative (Policy 101.3.12 Workforce Initiative) as provided by the Florida Administration Commission and the Florida Department Economic Opportunity. These allocations are in addition to the maximum allocations identified in Rules 28-20, F.A.C., are restricted to rental occupancy for those who derive at least 70% of their income as members of the workforce in Monroe County and who meet the affordable housing income categories of the Monroe County Land Development Code, and shall be required to evacuate in Phase 1 of the 48-hr evacuation of a pending major hurricane.

Policy 601.1.9

Monroe County shall maintain land development regulations which may include density bonuses, impact fee waiver programs, and other possible regulations to encourage affordable housing.

Policy 601.1.10

The Land Authority may acquire land for affordable housing projects if they are deemed appropriate and acceptable by the Land Authority as meeting the intent of:

1. the affordable housing provisions in the Land Authority's enabling legislation;
2. the goals, objectives and policies of this Plan; and
3. the land use designations specified on the Future Land Use Map and in the Monroe County Land Development Regulations.

Policy 601.1.11

The Land Authority shall not list or acquire vacant lands as potential affordable housing sites if the lands exhibit any of the following characteristics:

1. Any portion of the land lies within a known, probable, or potentially suitable threatened or endangered species habitat.
2. The land has a Tier designation other than Tier III.
3. The land is located in a V-Zone, on an offshore island or within a CBRS unit.

Policy 601.1.12

Monroe County shall annually monitor the eligibility of the occupants of housing units which have received special benefits, including but not limited to those issued under the affordable housing provisions specified in the Land Development Code or those issued through the Permit Allocation System. If occupants no longer meet the eligibility criteria specified in the Plan and in the Land Development Code, and their eligibility period has not expired, then Monroe County may take any one or a combination of the following actions:

1. require the payment of impact fees, if they were waived;
2. proceed with remedial actions through the Department of Code Compliance, as a violation of the Monroe County Code;
3. take civil court action as authorized by statute, common law, or via agreement between an applicant and the County; and/or
4. require the sale or rental of the unit(s) to eligible occupants.

Policy 601.1.13

Monroe County shall maintain land development regulations on inclusionary housing and shall evaluate expanding the inclusionary housing requirements to include or address nonresidential and transient development and redevelopment based on specific data and analysis.

Objective 601.2

Monroe County shall adopt programs and policies to encourage housing of various types, sizes and price ranges to meet the demands of current and future residents

Policy 601.2.1

Public-private partnerships shall be encouraged to improve coordination among participants involved in housing production. In these efforts, the County will establish a comprehensive central depository for housing information located at the Monroe County Housing Authority and Growth Management Division for the coordination and cooperation among public and private agencies which collect and use housing data.

Objective 601.3

Monroe County shall continue implementation efforts to eliminate substandard housing and to preserve, conserve and enhance the existing housing stock, including historic structures and sites.

Policy 601.3.1

Monroe County shall coordinate with other County agencies to monitor housing conditions. Standards for evaluation of the structural condition of the housing stock are summarized below:

Sound: Most housing units in this category are in good condition and have no visible defects. However, some structures with slight defects are also included.

Deteriorating: A housing unit in this category needs more repair than would be provided in the course of regular maintenance, such as repainting. A housing unit is classified as deteriorating when its deficiencies indicate a lack of proper upkeep.

Dilapidated (Substandard): A housing unit in this category indicates that the unit can no longer provide safe and adequate shelter or is of inadequate original construction including being constructed below the minimum required elevation by FEMA or the County's Floodplain Regulations.

Policy 601.3.2

The County Code Compliance Office and Building Department will enforce building code regulations and County ordinances governing the structural condition of the housing stock, to ensure the provision of safe, decent and sanitary housing and stabilization of residential neighborhoods.

Policy 601.3.3
Monroe County shall encourage expanded use of U.S. Department of Housing and Urban Development (HUD) rental rehabilitation programs by the Monroe County Housing Authority and State and Federal Floodplain or Hazard Mitigation programs to facilitate increased private reinvestment in housing by providing information, technical assistance in applications for federal and State funding, or provide local public funds for rehabilitation purposes.

Policy 601.3.4
Monroe County shall encourage identification and improvement of historically significant housing through the coordination of public information programs defining benefits and improvement funding sources.

Objective 601.4
Monroe County shall maintain land development regulations which allow group homes and foster care facilities licensed or funded by the Florida Department of Health (DOH), as well as subsidized housing for elderly residents of the County, to be located in residential areas as appropriate.

Policy 601.4.1
Monroe County shall maintain land development regulations which permit group homes and foster care facilities (homes of six or fewer residences which otherwise meet the definition of Community Residential Home pursuant to F.S. § 419.001(1)(a)) licensed or funded by the DOH in all land use categories which permit residential development where consistent with other goals, objectives, and policies of this Comprehensive Plan.

Policy 601.4.2
The County shall identify and evaluate alternative strategies to expand subsidized housing programs for elderly residents of Monroe County through coordination with the Monroe County Housing Authority, and encourage their development by private, community-based non-profit, or public entities, as well as public/private partnerships.

Objective 601.5
The County shall provide uniform and equitable treatment for persons and businesses displaced by state and local government programs, consistent with F.S. § 421.55.

Policy 601.5.1
By May 1, ~~2017~~2024, Monroe County shall adopt uniform relocation standards for displaced households.

Section 3. Construction and Interpretation. This Ordinance is necessary for the health, safety, and welfare of the residents of and visitors to the County. This Ordinance shall be liberally construed to effect the public purpose(s) hereof. Interpretation of this Ordinance shall be construed in favor of the Monroe County Board of County Commissioners ("Monroe County" or the "County"), and such construction or interpretation shall be entitled to great weight in adversarial administrative proceedings, at trial, in bankruptcy, and on appeal.

Section 4. Inconsistency, Partial Invalidity, Severability, and Survival of Provisions. If any provision of this Ordinance, or any portion thereof, is held to be invalid or unenforceable in or by any administrative hearing officer or court of competent jurisdiction, the invalidity or unenforceability of such provision, or any portion thereof, shall neither limit nor impair the operation, enforceability, or validity of any other provision of this Ordinance, or any remaining portion(s) thereof. All other provisions of this Ordinance, and remaining portion(s) thereof, shall continue unimpaired in full force and effect.

Section 5. Repeal of Inconsistent Provisions. All ordinances or parts of ordinance in conflict with this ordinance are hereby repealed to the extent of said conflict. The repeal of an ordinance herein shall not repeal the repealing clause of such ordinance or revive any ordinance which has been repealed thereby.

Section 6. Transmittal. This Ordinance shall be transmitted to the Florida State Land Planning Agency as required by Florida Statute § 380.05(11) and Florida Statute § 380.0552(9).

Section 7. Filing. This Ordinance shall be filed in the Office of the Secretary of the State of Florida but shall not become effective until a notice is issued by the State Land Planning Agency or Administration Commission finding the amendment in compliance with Chapter 163, Florida Statutes, and after any applicable challenges have been resolved.

Section 8. Inclusion in the Monroe County Comprehensive Plan. The text amendment shall be incorporated in the Monroe County Comprehensive Plan. The numbering of the foregoing amendment may be renumbered to conform to the numbering in the Monroe County Comprehensive Plan.

Section 9. Effective Date. This Ordinance shall become as provided by law and stated above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular public meeting held on the 21st day of April 2021.

Mayor Michelle Coldiron	Yes
Mayor Pro Tem David Rice	Yes
Commissioner Craig Cates	Yes
Commissioner Eddie Martinez	Yes
Commissioner Mike Forster	Yes

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

(SEAL)

BY: _____
MAYOR MICHELLE COLDIRON

ATTEST: KEVIN MADOK, CLERK

_____
AS DEPUTY CLERK

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

_____
PETER MORRIS
ASSISTANT COUNTY ATTORNEY
Date: 4.5.21

RECORD
2021 FEB 30 PM 1:30
CIR.CT.
TY, FL

KEY WEST CITIZEN

The Florida Keys Only Daily Newspaper, Est 1876
PO Box 1800, Key West FL 33041
P: (305) 292-7777 ext. 219 F: (305) 295-8025
legals@keysnews.com

MONROE CO PLANNING DEPT
MURRY E NELSON GOVERNMENT CENTER
102050 OVERSEAS HWY
KEY LARGO FL 33037

Account: 138694 Ticket: 385635

PUBLISHER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MONROE

[legal.text]

Before the undersigned authority personally appeared

Svetlana Smirnova, who on oath says that he or she is

an employee of the Key West Citizen, a daily newspaper published in Key West, in Monroe County, Florida; that the attached copy of advertisment, being a legal notice in the matter of was published in said newspaper in the issues of:

Sunday, April 4, 2021

Affiant further says that the Key West Citizen is a newspaper published in Key West, in said Monroe County, Florida and that the said newspapers has heretofore been continuously published in said Monroe County, Florida every day, and has been entered as periodicals matter at the post office in Key West, in said Monroe County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

(Signature of Affiant)

Affirmed and subscribed before me this 16th day of April 2021

(Notary Public Signature)

(Notary Public Printed Name) (Notary Seal)

My commission expires 03/25/2023

Personally Known X Produced Identification ___

Type of Identification Produced _____

Notary Public State of Florida
Misty D Weech
My Commission HH 044632
Expires 03/25/2023

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS NOTICE OF PUBLIC MEETING AND NOTICE OF PUBLIC HEARING NOTICE OF CHANGE TO THE MONROE COUNTY COMPREHENSIVE PLAN NOTICE OF CHANGE TO THE MONROE COUNTY LAND DEVELOPMENT CODE

April 21, 2021

NOTICE IS HEREBY GIVEN that on **Wednesday, April 21, 2021** the **Monroe County Board of County Commissioners** will hold a Public Meeting, beginning at **09:00 AM.** The BOCC meeting will be a hybrid format with the County Commission members meeting live in Marathon, while the public will be able to participate via Zoom Webinar. The following items will be considered at a **PUBLIC MEETING:**

PUBLIC HEARINGS: 1:30 PM (or as soon thereafter as may be heard):

AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS ADOPTING AMENDMENTS TO THE MONROE COUNTY 2030 COMPREHENSIVE PLAN AMENDING THE FUTURE LAND USE ELEMENT AND THE HOUSING ELEMENT TO ESTABLISH A NEW BUILDING PERMIT ALLOCATION CATEGORY TO ACCEPT AND AWARD 300 WORKFORCE HOUSING EARLY EVACUATION UNIT BUILDING PERMIT ALLOCATIONS PURSUANT TO THE WORKFORCE-AFFORDABLE HOUSING INITIATIVE (WORKFORCE INITIATIVE) AUTHORIZED BY THE FLORIDA ADMINISTRATION COMMISSION AND THE FLORIDA DEPARTMENT ECONOMIC OPPORTUNITY BY AMENDING AS WELL AS CLARIFYING POLICIES 101.2.2, 101.2.4, 101.3.1, 101.3.2, 101.3.3, 101.3.4, 101.3.10, 101.3.11, 601.1, 601.1.1, 601.1.2, 601.1.8, 601.1.11, 601.5.1 AND CREATING NEW POLICY 101.3.12 TO ESTABLISH THE SPECIFIC WORKFORCE INITIATIVE REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR INCLUSION IN THE MONROE COUNTY COMPREHENSIVE PLAN; PROVIDING FOR AN EFFECTIVE DATE. (FILE 2020-067)

AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS ADOPTING AMENDMENTS TO THE MONROE COUNTY LAND DEVELOPMENT CODE AMENDING THE SECTION 138-24, RESIDENTIAL ROGO ALLOCATIONS, TO ESTABLISH A NEW BUILDING PERMIT ALLOCATION CATEGORY TO AWARD 300 WORKFORCE HOUSING EARLY EVACUATION UNIT BUILDING PERMIT ALLOCATIONS PURSUANT TO THE WORKFORCE-AFFORDABLE HOUSING INITIATIVE (WORKFORCE INITIATIVE) AUTHORIZED BY THE FLORIDA ADMINISTRATION COMMISSION AND THE FLORIDA DEPARTMENT ECONOMIC OPPORTUNITY AND TO ESTABLISH THE SPECIFIC WORKFORCE INITIATIVE REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR AMENDMENT TO AND INCORPORATION IN THE MONROE COUNTY LAND DEVELOPMENT CODE; PROVIDING FOR AN EFFECTIVE DATE. (FILE 2020-068)

Please visit the Monroe County Website at www.monroecounty-fl.gov for meeting agenda updates and information regarding the various options available to the public to view the live meeting and/or to make public comments on certain agenda items.

Pursuant to Section 286.0105 Florida Statutes, if a person decides to appeal any decision of the Board of County Commissioners, with respect to any matter considered at the meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure a verbatim record of the proceedings is made, which record includes the testimony & evidence upon which the appeal is to be based.

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than five (5) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711."

April 8, 2021 Key West Citizen

Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

April 30, 2021

Department of State
Administrative Code & Register
500 S Bronough Street
Tallahassee FL 32399-0250

To Whom It May Concern,

Attached is an electronic copy of Ordinance No. 005-2021 adopting amendments to the Monroe County 2030 Comprehensive Plan amending the Future Land Use Element and the Housing Element to establish a new building permit allocation category to accept and award 300 workforce housing early evacuation unit building permit allocations pursuant to the Workforce-Affordable Housing Initiative (Workforce Initiative) authorized by the Florida Administration Commission and the Florida Department Economic Opportunity by amending as well as clarifying Policies 101.2.2, 101.2.4, 101.3.1, 101.3.2, 101.3.3, 101.3.4, 101.3.10, 101.3.11, 601.1, 601.1.1, 601.1.2, 601.1.8, 601.1.11, 601.5.1 and creating new Policy 101.3.12 to establish the specific workforce initiative requirements; providing for severability; providing for repeal of conflicting provisions; providing for transmittal to the State Land Planning Agency and the Secretary of State; providing for amendment to and incorporation in the Monroe County Comprehensive Plan; providing for an effective date. (File No. 2020-067)

This Ordinance was adopted by the Monroe County Board of County Commissioners at a regular meeting, held in formal session, on April 21, 2021. Should you have any questions please feel free to contact me at (305) 292-3550.

Respectfully Submitted,

Kevin Madok, CPA, Clerk of
the Circuit Court & Comptroller &
ex-officio to the Monroe County
Board of County Commissioners

by: Pamela G. Hancock, D.C.

cc: Planning & Environmental
County Attorney
BOCC
File

FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

May 3, 2021

Honorable Kevin Madok
Clerk of the Circuit Court
Monroe County
500 Whitehead Street, Suite 101
Key West, Florida 33040

Attention: Pam Hancock

Dear Mr. Madok:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Monroe County Ordinance No. 005-2021, which was filed in this office on April 30, 2021.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

RESOLUTION NO. - 2024

A RESOLUTION BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS TRANSMITTING TO THE STATE LAND PLANNING AGENCY AN ORDINANCE OF THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS ADOPTING AMENDMENTS TO THE MONROE COUNTY 2030 COMPREHENSIVE PLAN AMENDING THE FUTURE LAND USE ELEMENT AND THE HOUSING ELEMENT TO MODIFY THE REQUIREMENTS RELATED TO THE 300 KEYS AFFORDABLE WORKFORCE HOUSING INITIATIVE EARLY EVACUATION UNIT BUILDING PERMIT ALLOCATIONS CREATED BY THE GOVERNOR OF FLORIDA, ATTORNEY GENERAL OF FLORIDA, CHIEF FINANCIAL OFFICER OF FLORIDA, AND FLORIDA AGRICULTURE COMMISSIONER ACTING IN THEIR CAPACITY AS THE FLORIDA ADMINISTRATION COMMISSION BY REMOVING THE 1-FOR-1 TAKINGS AND BERT HARRIS ACT LIABILITY REDUCTION EXCHANGE REQUIREMENT BY AMENDING, AS WELL AS CLARIFYING, POLICIES 101.2.2, 101.2.4, 101.3.1, 101.3.2, 101.3.3, 101.3.4, 101.3.10, 101.3.11, 101.3.12, 601.1, 601.1.1, 601.1.2, 601.1.8, 601.1.11, 601.5.1; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE; PROVIDING FOR AMENDMENT TO AND INCORPORATION IN THE MONROE COUNTY COMPREHENSIVE PLAN; PROVIDING FOR AN EFFECTIVE DATE. (FILE NO. 2024-213)

WHEREAS, the Monroe County Board of County Commissioners conducted a public hearing for the purpose of considering the transmittal pursuant to the State Coordinated Review Process in Sec. 163.3184(4), F.S., to the State Land Planning Agency for objections, recommendations and comments, and to the other Reviewing Agencies as defined in Sec. 163.3184(1)(c), F.S., for review and comment on a proposed amendment to the Monroe County Comprehensive Plan as described above; and

WHEREAS, the Monroe County Board of County Commissioners supports the transmittal of the requested Comprehensive Plan amendment;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1: The Board of County Commissioners does hereby approve the transmittal of the draft ordinance, attached as Exhibit A, for review of the proposed Comprehensive Plan amendment.

Section 2. The Board of County Commissioners does hereby transmit the proposed amendment to the State Land Planning Agency for review and comment in accordance with the State Coordinated Review process pursuant to Section 163.3184(4), Florida Statutes.

Section 3. The Monroe County staff is given authority to prepare and submit the required transmittal letter and supporting documents for the proposed amendment in accordance with the requirements of Section 163.3184(4), Florida Statutes.

Section 4. The Clerk of the Board is hereby directed to forward a certified copy of this resolution to the Director of Planning.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting held on the ____day of_____,_____.

Mayor James K. Scholl, District 3	_____
Mayor *Pro Tem* Michelle Lincoln, District 2	_____
Commissioner Craig Cates, District 1	_____
Commissioner David Rice, District 4	_____
Commissioner Holly Merrill Raschein, District 5	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY _____
MAYOR JAMES K. SCHOLL

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Date: 4/1/25

(SEAL)

ATTEST: KEVIN MADOK, CLERK

_____
AS DEPUTY CLERK

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: Q5
2023-3856

BULK ITEM: No

DEPARTMENT: Budget and Finance

TIME APPROXIMATE:
N/A

STAFF CONTACT: John Quinn

AGENDA ITEM WORDING: A public hearing to consider approval of a resolution amending the fiscal year 2025 budget for Fund 403, Marathon Airport.

ITEM BACKGROUND:

The purpose of the budget amendment is to utilize cash in Marathon Airport Fund 403 that was borrowed for the EOC project as a loan to the Marathon Airport Services Department to bring $2,811,027.18 of accrued balance forward so that it may be made available for use in the current fiscal year to fund the local match of the Marathon Airport Runway 7/25 Relocation construction project.

The Runway 7/25 Relocation Construction Project including construction administration services is estimated at $30,850,376.18.

The FAA is funding $25,290,388.00 and FDOT is funding $2,748,961.00, leaving a local match shortfall of $2,811,027.18.

PREVIOUS RELEVANT BOCC ACTION:

On March 25, 2025, the BOCC gave approval to advertise a public hearing for a budget amendment to Fund 403 for FY2025.

On September 11, 2024, the BOCC approved the operating & capital budget for fiscal year 2025.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval.

DOCUMENTATION:

Fund 403 - Budget Amendment - Resolution.pdf

FINANCIAL IMPACT:

Utilize $2,811,027.18 in Marathon Airport Fund 403 accrued balance forward.

Resolution No. _____-2025

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary to conduct a public hearing as required by section 129.06, Florida Statutes, to amend the following: Marathon Airport Fund 403 for the fiscal year beginning October 1, 2024 and ending September 30, 2025, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA , that a Public Hearing was conducted on April 16, 2025 to amend the Marathon Airport Fund 403 and to adopt the amended budgets as follows:

Marathon Airport				Current	Inc./(Dec.)	Revised
Revenues:				Budget		Budget
403	RC_00033		Federal Grants Public Safety	$ 5,300,330.37		$ 5,300,330.37
403	RC_00037		Federal Grants Transportation Airport Dev.- Operating	$ 13,538,301.16		$ 13,538,301.16
403	RC_00038		Federal Grants Transportation Airport Dev.- Capital	$ 595,763.65		$ 595,763.65
403	RC_00057		State Grants Transportation Airport Dev. - Capital	$ 1,044,177.77		$ 1,044,177.77
403	RC_00058		State Grants Transportation Airport Dev. - Operating	$ 1,408,109.96		$ 1,408,109.96
403	RC_00163		Other Rents Marathon Airport	$ 75,000.00		$ 75,000.00
403	RC_00167		Other Fees Marathon Airport	$ 75,000.00		$ 75,000.00
403	RC_00353		Marathon Airport Car Rentals	$ 300,000.00		$ 300,000.00
403	RC_00357		Marathon Airport Concessions	$ 1,000,000.00		$ 1,000,000.00
403	RC_00299		Interest Earnings	$ 50,000.00		$ 50,000.00
403	RC_00396		Less 5%	$ (75,000.00)		$ (75,000.00)
403	RC_00397		Fund Balance Forward	$ 2,436,577.00	$ 2,811,027.18	$ 5,247,604.18
			Total	**$ 25,748,259.91**	**$ 2,811,027.18**	**$ 28,559,287.09**
Appropriations:						
403	63501	5******	Marathon Airport Operations & Maintenance	$ 1,614,192.00		$ 1,614,192.00
403	63502	5******	Marathon Airport R&R	$ 1,521,647.80		$ 1,521,647.80
403	635001	5******	Customs Service Operation	$ 300,000.00		$ 300,000.00
403	635110	5******	Marathon Airport Building & Security	$ 142,512.37		$ 142,512.37
403	635111	5******	Marathon Terminal Rehabilitation & Section Lighting	$ 820,698.28		$ 820,698.28
403	635112	5******	Marathon Planning Study G1Q05	$ 58,551.86		$ 58,551.86
403	635113	5******	Marathon Airport Essential Airport Equipt	$ 127,608.95		$ 127,608.95
403	635114	5******	Marathon Airport Environmental Assessment	$ 1,381,268.47	$ 2,811,027.18	$ 4,192,295.65
403	635118	5******	MTH Shift Runway 7-25 Const. Ph 1-Tree Clearing 44-40	$ 595,763.65		$ 595,763.65
403	635119	5******	MTH Shift Runway 7-25 Const. Ph 1-Tree Clearing 44-41	$ 191,970.56		$ 191,970.56
403	635120	5******	MTH ALP Update 44-42	$ 88,961.60		$ 88,961.60
403	635121	5******	MTH Shift Runway 7-25 Const. Phase 1-44-43	$ 13,257,369.00		$ 13,257,369.00
403	635250	5******	Monroe County Emergency Operations & Public Safety	$ 5,300,330.37		$ 5,300,330.37
403	85535	590***	Reserves 403	$ 210,000.00		$ 210,000.00
403	86504	581000	Budgeted Transfers 403	$ 137,385.00		$ 137,385.00
			Total	**25,748,259.91**	**$ 2,811,027.18**	**28,559,287.09**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of the Board on the 16th day of April AD 2025.

Mayor James K. Scholl _____
Mayor *Pro Tem* Michelle Lincoln _____
Commissioner Craig Cates _____
Commissioner David Rice _____
Commissioner Holly Merrill Raschein _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

Q6

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Board of County Commissioners Meeting
April 16, 2025
Agenda Item Number: Q6
2023-3854

BULK ITEM: No

DEPARTMENT: Budget and Finance

TIME APPROXIMATE:
N/A

STAFF CONTACT: John Quinn

AGENDA ITEM WORDING: A public hearing to consider approval of a resolution amending the fiscal year 2025 budget for Fund 404, Key West International Airport.

ITEM BACKGROUND:

The purpose of the budget amendment is to bring forward accrued fund balance resulting from the receipt of insurance proceeds relating to the EYW EMAS bed that was damaged during Hurricane Irma. It is the intention of the Key West Airport Services Department to bring $500,000.00 of accrued balance forward so that it may be made available for use in the current fiscal year to complete a shortfall in funding to complete the EYW Apron Overflow project.

PREVIOUS RELEVANT BOCC ACTION:
On March 25, 2025, the BOCC gave approval to advertise a public hearing for a budget amendment to Fund 404 for FY2025.

On February 19, 2025, the BOCC gave approval to advertise a public hearing for a budget amendment to Fund 404 for FY2025.

On September 11, 2024, the Board of County Commissioners approved the FY2025 operating and capital budget.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Fund 404 - Budget Amendment - Resolution.pdf

FINANCIAL IMPACT:
The funding came into F_404 from insurance proceeds, as follows:

FY 2023 Misc. Revenue	$5,010,163
FY 2024 Misc. Revenue	$1,866,885
FY 2025 Misc. Revenue	$ 241,691
TOTAL	$7,118,739

Resolution No. _____-2025

A RESOLUTION CONCERNING THE RECEIPT OF UNANTICIPATED FUNDS

WHEREAS, it is necessary to conduct a public hearing as required by section 129.06, Florida Statutes, to amend the following:
Key West International Airport Fund 404 for the fiscal year beginning October 1, 2024 and ending September 30, 2025, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that a Public Hearing was conducted on April 16, 2025 to amend the Key West International Airport Fund 404 and to adopt the amended budgets as follows:

Key West International Airport **Revenues:**				Current Budget	Inc./(Dec.)	Revised Budget
404		RC_00033	Federal Grants Public Safety	$ 52,035.30		$ 52,035.30
404		RC_00038	Federal Grants Transportation	$ 28,419,582.00		$ 28,419,582.00
404		RC_00057	State Grants Transportation - Capital	$ 6,662,968.62		$ 6,662,968.62
404		RC_00058	State Grants Transportation - Operating	$ 75,000.00		$ 75,000.00
404		RC_00160	Airline Rents	$ 2,200,000.00		$ 2,200,000.00
404		RC_00162	Airport Parking Lot	$ 10,000.00		$ 10,000.00
404		RC_00164	Other Rents Key West Airport	$ 850,000.00		$ 850,000.00
404		RC_00166	Airline Landing Fees Key West Airport	$ 3,500,000.00		$ 3,500,000.00
404		RC_00168	Other Fees Key West Airport	$ 200,000.00		$ 200,000.00
404		RC_00169	Airline Security	$ 1,200,000.00		$ 1,200,000.00
404		RC_00170	Service Airport Parking Credit Card	$ 650,000.00		$ 650,000.00
404		RC_00350	Key West Airport Terminal Rents	$ 200,000.00		$ 200,000.00
404		RC_00352	Key West Airport Car Rentals	$ 800,000.00		$ 800,000.00
404		RC_00354	Key West Airport Ground Transportation	$ 500,000.00		$ 500,000.00
404		RC_00355	Key West Airport Concessions	$ 2,000,000.00		$ 2,000,000.00
404		RC_00367	Customer Facility Charges	$ 1,500,000.00		$ 1,500,000.00
404		RC_00299	Interest Earnings	$ 50,000.00		$ 50,000.00
404		RC_00396	Less 5%	$ (683,000.00)		$ (683,000.00)
404		RC_00397	Fund Balance Forward	$ 33,380,198.00	$ 500,000.00	$ 33,880,198.00
			Total	**$ 81,566,783.92**	**$ 500,000.00**	**$ 82,066,783.92**
Appropriations:						
404	63001	5******	Key West Airport Operations & Maintenance	$ 7,800,514.00		$ 7,800,514.00
404	63002	5******	Key West Airport R & R	$ 3,431,934.41		$ 3,431,934.41
404	630201	5******	Key West Airport Building & Security	$ 1,170,203.66		$ 1,170,203.66
404	630203	5******	Key West Airport Planning Study G1Q04	$ 350,000.00		$ 350,000.00
404	630204	5******	Key West Airport Aircraft Overflow	$ 1,966,187.62	$ 500,000.00	$ 2,466,187.62
404	630206	5******	TSA Law Enforcement Officer	$ 52,035.30		$ 52,035.30
404	630208	5******	Key West Airport Essential Airport Equipment	$ 3,220,295.44		$ 3,220,295.44
404	630210	5******	EYW Extend Txwy A Proj Const Ph 37-67	$ 6,894,464.90		$ 6,894,464.90
404	630215	5******	EYW Apron Overflow Parking Const 37-7A	$ 3,802,481.52		$ 3,802,481.52
404	630216	5******	EYW Terminal Improvements-G2555	$ 750,000.00		$ 750,000.00
404	630217	5******	EYW Security Fence G2884	$ 150,000.00		$ 150,000.00
404	630218	5******	EYW Security Lighting-G288	$ 150,000.00		$ 150,000.00
404	630219	5******	EYW Customs Phase 3B-62A61	$ 2,001,677.36		$ 2,001,677.36
404	630223	5******	EYW Commercial Apron Const. 37-77	$ 15,921,094.58		$ 15,921,094.58
404	630224	5******	EYW Airport Airfield Improvements G2E62	$ 2,988,670.13		$ 2,988,670.13
404	630228	5******	NIP Single Family Homes Group 1 Const. 37-80	$ 2,476,541.00		$ 2,476,541.00
404	63100	5******	Key West Airport Fire & Rescue	$ 2,413,583.00		$ 2,413,583.00
404	63101	5******	EYW Custom Facility Charge	$ 2,225,000.00		$ 2,225,000.00
404	63200	5******	Key West Airport Security	$ 4,668,185.00		$ 4,668,185.00
404	63201	5******	Key West Airport Administration	$ 2,086,996.00		$ 2,086,996.00
404	85536	590***	Reserves 404	$ 75,000.00		$ 75,000.00
404	86505	581000	Budgeted Transfers 404	$ 16,971,920.00		$ 16,971,920.00
			Total	**$ 81,566,783.92**	**$ 500,000.00**	**$ 82,066,783.92**

BE IT FURTHER RESOLVED BY SAID BOARD, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make necessary changes of said items, as set forth above.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of the Board on the 16th day of April AD 2025.

Mayor James K. Scholl _____
Mayor *Pro Tem* Michelle Lincoln _____
Commissioner Craig Cates _____
Commissioner David Rice _____
Commissioner Holly Merrill Raschein _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
As Deputy Clerk

County of Monroe
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor *Pro Tem* Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

MEMORANDUM

DATE: 31 March 2025

TO: BOCC

FROM: Kevin G. Wilson

SUBJECT: Middle Keys (MM17-MM70) Animal Control Contract Extension

Action Recommended: Waive purchasing policy and extend the Marathon FKSPCA contract for another five (5) years and three months while eliminating the annual CPI adjustment in favor of a fixed 3% annual adjustment.

Basis for Recommendation:

1. FKSPCA has the organizational and financial strength to deliver services in the middle keys.
2. Past solicitations have resulted in two bailouts of failed providers by FKSPCA.
3. Adjusting the end date will correspond with the County's Fiscal year
4. Using a 3% annual escalator is predictable for budgeting and approximates the long-term average CPI.
5. KDPA suggested changes to the terms appear to add significant cost while not significantly improving service.

Discussion:

FKSPCA's contract for the middle keys expires in June 2025. FKSPCA is willing to continue providing services to the service area from MM16 – MM70. Past public solicitations have resulted in contracts that ended in financial difficulties for the providers. In both cases, FKSPCA stepped in, at the County's request, to replace the failed service providers.

In 2017 a contract was done on an emergency basis to enable FKSPCA to take over the failed operation. The agreement was written to finish the term of the previous contractor and provided for one (1) five (5) year extension. That extension expires in June 2025.

The contract expires in the middle of the County's fiscal year and before the CPI for the coming year is available making budget forecasting for the following year difficult. Using a fixed annual adjustment of 3% and moving the anniversary date to 1 October, makes sense so that mid-year adjustments in the contract are not necessary and eliminates the need for annual contract amendments saving staff time.

The County has received one recommendation from the Key Deer Protection Alliance (KDPA) for suggested changes to the FKSPCA terms. Those requests included expanded hours at the shelter, aa addition ACO to patrol Big Pine Key and some requests for public records. FKSPCA estimates the increased costs for those changes is $130,000/year. The County evaluated the service increases requested and determined that they would not significantly improve service. Attached is FKSPCA's response to those requests and the County's response to KDPA.

Wilson-Kevin

To: Wilson-Kevin
Subject: RE: Letter from Key Deer Protection Alliance

From: Wilson-Kevin
Sent: Monday, March 31, 2025 3:57 PM
To: Alicia Putney <aliputney@att.net>
Cc: Hurley-Christine <Hurley-Christine@MonroeCounty-FL.Gov>; LoSacco-Tina <LoSacco-Tina@MonroeCounty-FL.Gov>; Harden-Anjelica <Harden-Anjelica@MonroeCounty-Fl.gov>
Subject: RE: Letter from Key Deer Protection Alliance

Alicia,
Sorry for forgetting to follow up. I have attached Tammy Fox's response to your letter . She prepared it in January but, I failed to notice she didn't include you. Her responses are included within your letter and includes sections from their SOP that you requested as attachments. Also attached is a summary from Tara McFarland, the Director of the FKSPCA Marathon campus, of our meeting earlier this week to explore the suggestions about changing the terms of the contract which will be on the April BOCC meeting for approval.

The costs of the changes you suggest do not appear to be justified given the statistics cited by Tammy & Tara and the fact that shelter hours will have no effect on ACO operations.

kevinw

Kevin G. Wilson, P.E.
Assistant County Administrator
Cell 305-797-1547
Office 305-453-8788
Florida has a broad public records law. E-mail communications can be public record and made available to the public and media upon request. Your e-mail communication may be subject to public disclosure.

From:	Wilson-Kevin
To:	Tara McFarland
Cc:	Tammy Fox, FKSPCA; LoSacco-Tina; Rubio-Suzanne
Subject:	RE: FW: KDPA"s Public Comments on Animal Control in the Middle Keys
Date:	Monday, March 31, 2025 11:57:00 AM

From: Tara McFarland <tara@fkspca.org>
Sent: Friday, March 28, 2025 1:17 PM
To: Wilson-Kevin <Wilson-Kevin@MonroeCounty-FL.Gov>
Cc: Tammy Fox, FKSPCA <tammy@fkspca.org>; LoSacco-Tina <LoSacco-Tina@MonroeCounty-FL.Gov>; Rubio-Suzanne <Rubio-Suzanne@MonroeCounty-FL.Gov>
Subject: Re: FW: KDPA's Public Comments on Animal Control in the Middle Keys

CAUTION

Hello everyone,

Thank you for your time today. I sincerely appreciate everyone's consideration and willingness to listen, and provide input. The following are the notes requested from the meeting:

Currently the "open hours" of the FKSPCA Marathon Campus reflect hours that the facility in Marathon is open to the public to walk in and conduct business such as viewing adoptable animals, dropping off donations, learning about our programs and services, or similar types of interactions. Therefore; our on site open hours at our Campus do not directly impact the issue of free-roaming dogs in any way. Conversely, our Animal Control Officers are available six days a week from 8am - 5pm to conduct normal business, and respond to after-hour emergencies 24/7.

The Marathon Campus currently has 7 staff members. The Director of Operations, Shelter Manager, Event/Volunteer Coordinator, Lead Animal Control Officer and 3 Animal Care Technicians. To adequately keep the facility clean, care for the 50 animals currently housed at our shelter, assist the public via walk in or telephone and respond to calls it takes a *minimum* of 3 FT employees per day, five days a week for 8 hour shifts (outside the Director, Management and Event/Volunteer Coordinator positions). To accommodate the KDPA request of extending hours until 6:30pm it would mean changing our five day a week, 8 hour shift work week to four 10 hour days. Doing so would require hiring two more FT Animal Care staff.

The average annual salary of an Animal Care staff member is $38,000. Hiring the necessary two additional FT Animal Care staff members would increase our budget by an estimated $76,000.

There are two staff members trained to perform Animal Control duties that live on Big Pine Key. A third staff member is completing her training in April, and she too lives in Big Pine Key, creating a total of 3 Animal Control Officers that live in the area of concern. Those officers not only live on Big Pine, but do travel through the island to commute to work, conduct business on the island, come home on lunch breaks, and frequent stores and restaurants. This is all done on personal time outside of working hours. Between responding to citizen complaints, and conducting personal life, errands, etc… our Officers do have a finger on the pulse of what is happening on the island they live on in regards to Animal Control.

To accommodate the KDPA recommendation of more patrols, while still providing the same quality of service to the remaining 50 miles of our justiction, the FKSPCA would need to hire an additional Animal Control Officer.

The average Animal Control Officer base salary is $42,000. The average on-call shifts (3 shifts per week x $50) is $7,800. The average training is $1,500. Not factoring in overtime pay for after-hours calls, the County contract would need to see an estimated $51,300 to absorb the costs suggested by the KDPA.

The total increase in the current contract amount would need to be $127,300.

Furthermore; the FKSPCA does own two of our own Animal Control vehicles. There are no leased vehicles through the County. Having two vehicles ensures that if one Officer is responding to a call, or patrolling a certain area, and another call comes in simultaneously, another Officer is available to take the second vehicle and respond immediately.

From January 1st 2025 - March 27th 2025 the Marathon Campus responded to a total of **90 calls**. Service calls include the following (but are not limited to); trapped or injured wildlife, noise complaints (barking dogs/crowing chickens), acts of cruelty or neglect, animals in distress, animal bites, loose/stray dogs, seizures, welfare checks and transportation. Of those **90 calls, 17** were on Big Pine Key or **18%** of our total call volume. With our current staffing and current patrol schedule, I am confident that we are already giving the Big Pine Key area **more than 18%** of our time and resources.

For your knowledge the breakdown of those 17 calls are as follows:
Dog Bite - 4
Loose/Stray Dog: 6
Transport: 2
Dead Animal: 1
Dog lost on an uninhabited offshore island: 1
Noise Complaint: 2
Wildlife: 1

6 stray dog reports on Big Pine, of our 90 total calls is less than 7% of all total calls.

It is the responsibility of the FKSPCA and Animal Control to provide the same quality service to all of our community members across our entire jurisdiction. I am comfortable and confident that my team not only meets, but exceeds the expectations of our contract and provides exceptional service through prompt response times, effective and courteous communication, education and resources.

Please let me know if there's anything further I can do, information I can provide, or questions I may answer to assist you.

Best,

Tara McFarland
Director of Operations - Marathon Campus
10550 Aviation Blvd.
Marathon, FL 33050
305-743-4800

https://fkspca.org/
Tax ID# 65-0891564

Key Deer Protection Alliance

P.O. Box 430224

Big Pine Key, FL 33043

<keydeer.org>

SENT VIA EMAIL

January 9, 2025

Christine Hurley
Monroe County Administrator
1100 Simonton Street #1190
Key West Florida 33040
Hurley-Christine@monroecounty-fl.gov

Dear Christine,

The Key deer Protection Alliance (KDPA) has monitored Animal Control on Big Pine Key and No Name Key since our involvement with the process of adopting the Monroe County Comprehensive Plans.

Up until the Big Pine Key Animal Shelter was closed in 2010, there was a noticeable presence of Animal Control and enforcement on Big Pine and No Name Keys. The public knew what to do when encountering a free roaming dog and Animal Control followed through. The system operated smoothly.

Since then, we have become increasingly aware that free-roaming dogs are a serious problem in our community. We receive calls asking KDPA “who do I call?” and “what do I do?” when encountering a free-roaming dog. KDPA has been monitoring the frequency of local social media discussions regarding free-roaming dogs[1] and was involved in the case of the Key deer being attacked and killed on July 1, 2023. This is an unproven statement. The fact from recorded and documented calls in to the Marathon Campus regarding at large dogs is as follows: Claim stated above: "From our analysis there can be as many as eight loose dog sightings a month on Big Pine Key...."

1 From our analysis there can be as many as eight loose dog sightings in a month on Big Pine Key, No Name Key and the Lower Keys. We estimate that is a fraction of how many loose dogs are seen each month.

Fact - During all twelve months of 2024 there were ten in total *reported* stray dogs on Big Pine Key. Of those 10 reports, there was not one report of an injured person or a Key Deer. The monthly breakdown is as follows:

Animals at Large:
1-14-2024 - Impound
1-28-2024 - Impound
3-13-2024 - Warning Issued
4-7-2024 - Impound
7-19-2024 - Unable to Locate
7-25-2024 - Impound
9-18-2024 - In field RTO at Vets office
10-15-2024 - Impound (Ducks, not dogs)
11-27-2024 - Impound
12-19-2024 - Unable to Locate

In addition, although not mentioned, total bite reports for 2024 is as follows:
1-19-2024 - Shelter QT (QT indicates quarantine)
3-31-2024 - Unable to Locate/No Response from Victim
4-16-2024 - Home QT
4-18-2024 - Citation Issued
10-16-2024 - Home QT
11-13-2024 - Two dogs in the same household. Impounded both. Humane euthanasia of the aggressor.
12-22-2024 - Home QT

In addition there have been two recent dog attacks on members of the public[2]. This is a false statement. Claim detailed (#2) "From December 1st through January 2nd there have been at least two reported attacks on a person by a loose dog" Fact - There was one documented dog bite on Big Pine Key in that period, case #8863261. On December 22, 2024 Officer Fricke was bitten by a dog on its own property when reporting to a 911 call. This dog was not at large.

Beth Fennel (a SOKD activist) reported being bitten by an off leash dog but retracted her statement to Officer Walters claiming "it might have been a scratch on her finger by a nail", and the owners claim their dog never made any contact with Ms. Fennel at all.

Due to all these factors, KDPA has amassed a wealth of information on the effects of free roaming dogs on endangered species, walkers, bikers, runners and the general public. We

2 From December 1st through January 2nd there have been at least two reported attacks on a person by a loose dog.

have concluded the current Animal Control system is not working as it should, and there is definite room for improvement.

Thanks to you we were able to study the current contract entitled "Operation of Marathon Animal Control Shelter and Middle Keys Animal Control" (from Mile Marker 16.7 to Mile Marker 70).

This contract became effective on November 15, 2017, and ended at 12:00 midnight on June 30, 2020. Per the section on "Renewal" Monroe County had the option to renew the agreement for one (1) additional five-year period. Hence, the contract is due for renewal on June 30, 2025.

KDPA would like to provide input during the process of re-negotiating an Animal Control contract for the Lower Keys, including, but not limited to, Big Pine Key, No Name Key, Summerland Key, Cudjoe Key and Sugarloaf Key. How can this be accomplished?

At the same time, KDPA would also like to know how to access the current Animal Control records, such as the protocol for responding to animal control calls, This can be found within the Standard Operating Procedures Manual which was provided to the county with our contract bid and we have on hand. In order to provide you with what you need I have extracted the pages pertaining to the animal control protocols and attached to this email.

the Pet Point System Only employees are given access to the internal software known as PetPoint as it contains sensitive information. However, a public records request can be submitted for a specific document within the PetPoint system that pertains to the animal control contract,

the protocol for investigating bites by free-roaming and other forms of attacks on people and animals This can be found within the Standard Operating Procedures Manual. In order to provide you with what you need I have extracted the pages pertaining to the animal control protocols and attached to this email.

as well as the log of miles driven annually on the patrol vehicle. The public records request procedure specifically states documents should not be created to satisfy a request. Only existing documents are relevant. We do not maintain a mileage log therefore this document cannot be provided.

How would we gain access to these records? If any member of the public would like to see public records pertaining to the animal control contract they can request the specific public record along with the period for which they would like to request. They can make this request to the county or to the FKSPCA. Having a copy of the "Policies and Procedures

Manual" may answer most of our questions and deal with many of our concerns. I have included the pages from the manual to this email.

We hope our comments and suggestions for the next Animal Control contract will be viewed as we intend them to be: constructive, with the goals of creating an Animal Control system which is more likely to make sense to the public, removing the public's fears of free-roaming dogs and protecting the endangered species in the Lower Keys, including the Key deer.

Thank you for your time and interest in this matter. The KDPA Board will appreciate any assistance you may provide in helping to improve Animal Control services on Big Pine and No Name Keys and other islands in the Lower Keys.

Sincerely,

Alicia Putney, President

(305) 304-9212