

Request for Proposals



RFP # 004-20

BAHAMA VILLAGE MEDICAL CLINIC

OCTOBER 26, 2019

MAYOR: TERI JOHNSTON

COMMISSIONERS:

GREG DAVILA

JIMMY WEEKLEY

SAMUEL KAUFMAN

BILLY WARDLOW

CLAYTON LOPEZ

MARY LOU HOOVER

PREPARED BY:

L. Kreed Howell, Senior Construction Manager

City of Key West

Engineering Services

INFORMATION TO RESPONDENTS

SUBJECT: REQUEST FOR PROPOSALS RFP NO. 004-20
BAHAMA VILLAGE MEDICAL CLINIC

ISSUE DATE: OCTOBER 26, 2019

MAIL OR SPECIAL
DELIVERY REPOSSES TO: CITY CLERK
CITY OF KEY WEST
1300 WHITE STREET
KEY WEST, FL 33040

DELIVER RESPONSES TO: SAME AS ABOVE

RESPONSES MUST BE
RECEIVED: DECEMBER 11, 2019

NOT LATER THAN: 3:00 P.M. LOCAL TIME

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PART 1
RESPONSE REQUIREMENTS

I. Introduction

The City of Key West (the City) is the owner of a previously restored facility known as the Frederick Douglass Band Room (the “Facility”), located at 727 Fort Street, Key West, Florida 33040. The initial phase of the Project will comprise of a qualified health care provider renovating an approximately 4000 SF “white boxed” facility to subsequently house a medical clinic.

The City seeks qualifications and proposals from qualified health care providers to fully fund all aspects of the medical clinic development. Those aspects include but are not limited to: (i) design; (ii) construction; and (iii) provision of staff and programming. The medical clinic will be a healthcare option for the benefit of current residents of Bahama Village and the City of Key West.

Ultimately the City aims to enable a highly functional, aesthetically pleasing and cost effective facility. Qualified respondents will demonstrate prior experience in delivering an AFFORDABLE quality health care facility.

Record drawings and as-builts for the Facility are provided as Attachment A and depictions of the land are reflected in Attachment B.

II. Background

It has been a long standing goal of the Bahama Village Redevelopment Advisory Committee (BVRAC) to enable a Medical Clinic within the boundaries of Bahama Village.

III. Proposal Requirements

General Instructions

1. All proposal respondents must carefully read and examine the Request for Proposal before submitting a proposal. The failure of a proposal respondent to read and examine the Request for Proposal shall be at the proposal respondent’s own risk.
2. Proposal respondents are required to submit one hard copy and (2) electronic copies to the City of Key West Clerks office at 1300 White Street, Key West, Florida no later than 3:00 P.M., December 11, 2019.
3. Proposals received after the above stated deadline time and date may not be considered. Proposals timely received at the aforementioned time shall be forwarded to the Selection Committee for review.
4. Proposal respondents shall submit proposals via PDF bearing City logo or name at the top or bottom of each page. Proposal respondents shall respond to each question, issue, and technical specification in the order it is requested in this RFP.
5. Responses will be submitted in the following order:

Cover Letter

Table of Contents

Executive Summary

Questionnaire (outlined in RFP Section V)

Contractors Qualification Statement

Required Forms & Affidavits

Pricing (outlined in RFP Section VI)

Sample Lease

Addendum acknowledgment

6. Pre-printed advertisements, brochures, and promotional material may be attached as additional information, but shall not serve as a substitute for a specific response. Attachment of brochures instead of the written response request will be grounds for disqualification or devaluation. A simple “yes” or “no” answer alone will not be acceptable unless clearly requested; an explanation shall be provided for each question/issue listed in this response outline.
7. The fees proposed (in U.S. dollars) will be used for proposal evaluation only. City requires that vendors’ responses to this RFP shall remain in effect for a period of (120) one-hundred-twenty days following the closing date of the RFP, in order to allow adequate time for evaluation, approval, and award of contract. Any vendor who does not agree to this condition shall specifically communicate in its proposal such disagreement to City, along with proposed alternatives. City may accept or reject such proposed alternatives without further notification or explanation.

EXPLANATIONS AND CLARIFICATIONS

Any request for information concerning this project must be made in writing, per City of Key West Ordinance Section 2-773, Cone of Silence, to L. Kreed Howell, Senior Construction Manager at lhowell@cityofkeywest-fl.gov.

Proposers are responsible for clarifying any perceived ambiguity, conflict, discrepancy, omission, or other error in the RFP before submitting its proposal. If a Proposer finds any such ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Proposer will immediately notify the above mentioned in writing, through the above contact and request modification or clarification. City, if appropriate, may make modifications or clarifications by issuing a written response to all known Proposers and/or whose names appear as having received this RFP.

PRE-PROPOSAL CONFERENCE

A **MANDATORY** pre-proposal conference will be held at 10:00 on **November 13, 2019**. The Proposers are responsible for any information, statements or requirements discussed at the pre-proposal conference. The location of the conference will be the City Manager’s Conference Room on the 2nd floor of Key West City Hall, 1300 White Street, Key West, Florida. Written questions may be submitted for inclusion in the pre-proposal conference until 1 p.m. the previous day to the Project Manager. Questions will also be taken from the floor during the conference.

RFP SCHEDULE

Event	Date
Issuance of RFP	10/26/2019
Pre-Proposal Conference	11/13/2019
Deadline for questions	11/27/2019
Deadline for responses	12/04/2019
Proposal Receipt Date	12/11/2019
Proposal Evaluation Period	12/30/2019
Proposer Selection	1/06/2020

PROPOSAL EVALUATION

1. Selection Committee

The duties of the Selection Committee will be to review and consider all timely submitted written proposals. The Selection Committee will utilize an evaluation form and rating scale to assess each proposal. Selection of a vendor or vendors may be based on the written proposals, at the discretion of the Selection Committee, and site visits may be used in the final selection process.

2. Process

The proposer must be willing to meet with the Selection Committee, if necessary, to explain any portion of the services to be provided. Additionally, proposers may be required to make presentations to the Bahama Village Redevelopment Advisory Committee and/or the Key West City Commission. The Selection Committee will rank all proposals based on the criteria established below. Representative of the City will enter into contract negotiations with the selected vendor(s) to obtain a fully executed written contract.

3. Evaluation Criteria

- a. Quality, clarity, and responsiveness of the proposal in conformance with submission requirements contained herein.
- b. Capability of providing administrative, professional, and technical resources for the services requested.
- c. Financial assets and capabilities of the vendor.
- d. Past performance in providing health clinic services.

4. Scoring for Proposal

- a. Proposal responses from vendors will be scored using the above criteria measured by the quality of answers provided in the Proposal Content.
- b. The Selection Committee will assign a value score to each vendor response to each question in the Proposal Content asked below and vendors ranking accordingly.
- c. Proposal is limited to a maximum of 25 pages and must adhere to the standards outlined in General Instructions portion of these documents.

SCOPE OF WORK

The scope of work includes the build-out and equipping of the facility and all facets of providing quality health care services.

RULING ORDER OF DOCUMENTS

This RFP and the proposal response documents submitted shall be incorporated into the final contract by reference. Therefore, all requirements in the RFP not specifically addressed in an exception statement in the proposal and accepted in the contract documents, shall stand as contractual responsibilities of the proposal respondent. The Contract shall be the controlling document over the Proposal response and the RFP; the RFP shall be the ruling document over the Proposal response for all requirements in the RFP not specifically addressed in an exception statement in the proposal. Statement and requirements in the RFP shall rule over the Proposal document.

In the event of a conflict between provisions of the Contract and the RFP or Response to the RFP, the Contract shall control. In the event of a conflict between the Response to the RFP and the RFP, the Response to the RFP shall control. In the event of a conflict between the Contract and any of its attachments or exhibits thereto, the Contract shall control.

GENERAL REQUEST FOR PROPOSAL REQUIREMENTS

1. The proposal respondent must be licensed by the State of Florida to operate and staff a medical clinic.
2. The proposer must hold the minimum accreditation standard set by the U.S. Department of Health and Human Services.
3. The proposal respondent agrees that it may not modify, withdraw, or cancel its proposal for a 120-day period following the RFP due date, or receipt of best and final offer, if required.
4. The proposal respondent, by submitting a response to this RFP, acknowledges it understands and shall comply with the RFP specifications and requirements.
5. This RFP, and any addenda, the proposal response, including any amendments, a best and final offer (if any), and any clarification question responses shall be incorporated by reference in any resulting contract.
6. Expectations include, but are not limited to:
 - a. Guarantee of timely rental payments for said facility.
 - b. Implementation and start-up of the facility within specified date.

PROPOSER RESPONSIBILITIES

1. Medical Clinic Build-Out. The proposer is responsible for engaging a Certified General Contractor capable of providing all site work, materials, equipment and labor necessary to build a sustainable Medical Clinic within the constructs of the existing structure.
2. Operations and Maintenance. The proposer will be responsible for operating and maintaining the Medical Clinic throughout the contract. Operational support involves all processes necessary to meet the requirements outlined throughout this RFP.
3. Non-Performance:
 - a. Liability: Successful Proposer shall be liable to The City for all costs incurred by The City as a result of Successful Proposer 's failure to perform in accordance with the contract. Successful Proposer's liability shall include, but not be limited to:
 - i. Damages and other delay costs.
 - ii. Warranty and rework costs, liability to third party, excess costs, attorney's fees and related costs incurred by the City due to non-responsive performance of Successful Proposer.

IV. Executive Summary

1. The proposer shall provide annual reports submitted to the federal government for the past five (5) years, including any deficiencies and resolution of such deficiencies.
2. A summary of any and all claims, pending litigation, and judgments that have been entered against your company in the past five years, and briefly describe the nature of these actions;
3. Any financial records or notices reflecting default of any payment due; any pending agreements to merge or sell your company;
4. Within the last five years, whether the proposer has defaulted on a contract to provide Medical Clinics and any litigation regarding such contracts; cancellation of, or failure to be renewed, for alleged fault of the part of your company. Provide specific information regarding the aforementioned.

V. Questionnaire

The proposer must answer the following questions and provide the requested documents in accordance with the instructions provided in Section III, Proposal Requirements. Please be as brief and succinct as possible when answering the following questions.

Section 1: Firm Qualifications

1. Qualifications and experience of the respondent, including type of business entity, organizational size, structure and history of the organization, experience in the provision of services, and location of the office that would serve as the primary contact to the City.
2. Please list your firm's key differentiator and detail specifically what value they offer the City. Focus specifically on things that make your firm unique.
3. Please list at least three existing contracts for the services described in this RFP for businesses similar to the City's. Include the name and telephone number of the primary contact in charge of the

contract and the years in which the services have been provided. Further, identify whether the medical services were performed on-site in a facility that was dedicated to the particular employer group only, or if the services were performed in a multiemployer / near-site environment.

4. Please identify the individual who will have primary responsibility for the contract with City.
5. Please list any claims filed against the respondent (or its agents or employees) with the respondent's liability insurance carrier for professional error and omissions, including the nature and resolution of such claims; list all written complaints filed with local, state or federal regulatory agencies, business organizations, or other outside agencies against the respondent or any of its agents or employee within the past five (5) years, together with an explanation of their resolution.

Please list any other information that the respondent believes would be helpful to City in evaluating the respondent's ability to provide the services described in this RFP.

Section 2: Core Services

1. Primary Care
 - a. Explain your philosophy on providing Medical Clinic services.
 - b. Please describe the types of medical services provided.
 - c. Please provide the following information on your proposed medical staff:
 - i. Minimum Qualifications
 - ii. Numbers and types of medical personnel
2. Data Analysis & Reporting
 - a. How do you measure outcomes and success of the overall program?
3. Communication Plan, Patient Engagement and Patient Services
 - a. What are anticipated standard hours of operation and how many staff members will be on site?
 - b. Describe your ability to communicate with a member that speaks a foreign language, i.e., Spanish, Creole, etc.
 - c. How do you measure customer service and patient satisfaction?
 - d. How is this reported to City?

CITY STAFF SELECTION CRITERIA MATRIX

REQUEST FOR PROPOSALS BAHAMA VILLIAGE MEDICAL CLINIC

Project Number: RFP # 004-20

Firm _____

Date _____

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Experience in Funding and Successfully Managing Medical Clinics	25	
Experience with Structure Stabilization & Redevelopment into Medical Facilities	15	
Project Team	15	
Business Plan, Financial Capacity and Ability to Provide Affordable Healthcare	25	
Example Projects and References	20	
Total Points	100	

PART 2

FORMS AND AFFIDAVITS

PROPOSER'S QUALIFICATION STATEMENT

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

PROJECT NAME: Bahama Village Medical Clinic

SUBMITTED TO: The City of Key West
1300 White Street
Key West, FL 33040

SUBMITTED BY:
Company Name: _____ Corporation _____

Company Website: _____ Partnership _____

Principle's Name: _____ Individual _____

Principle's Title: _____ Joint Vent _____

Address 1: _____ Other _____

Address 2: _____

Contact Email: _____

LICENSING:

State of Florida License No. _____ Expires _____

PROPOSER REFERENCES: List references, including contact name of whom we may call.

Reference List			
Reference	Contact Name	Phone	Email

I certify under oath that all the information herein is true.

Signature

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2019

By _____

(Seal)

Signature of Notary

Personally Known _____

Produced Identification _____

Type Produced _____

Print

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Sworn and subscribed before me this
_____ day of _____, 2019.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

By: _____

Sworn and subscribed before me this
_____ day of _____, 2019.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Bid or Contract No. _____ for

2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)

whose business address is _____
_____ and (if applicable) its Federal
Employer Identification Number (FEIN) is _____ (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)

3. My name is _____ and my relationship to
(Please print name of individual signing)

the entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter

into a binding contract and which Bids or applies to Bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

___ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

___ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

___ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

___ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

STATE OF _____ (Date)

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the

space provided above on this _____ day of _____, 2019.

My commission expires: _____

NOTARY PUBLIC

INDEMNIFICATION

To the fullest extent permitted by law, the CONSULTANT expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the “indemnitees”) from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT, its Sub-consultants or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONSULTANT’s insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT under workers’ compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONSULTANT or of any third party to whom CONSULTANT may subcontract a part or all the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: _____

SEAL:

Address

Signature

Print Name

Title

Date

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF _____)
 : SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that the firm of
_____ provides benefits to domestic partners of its employees on the same
basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: _____

Sworn and subscribed before me this

_____ day of _____, 2019.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

City Ordinance Sec. 2-799
Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

(a) Definitions. For purposes of this section only, the following definitions shall apply:

- (1) **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.
- (2) **Bid** shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.
- (3) **Cash equivalent** means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalents of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
 - b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
 - c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- (4) **Contract** means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.
 - (5) **Contractor** means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.
 - (6) **Covered contract** means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars (\$20,000).
 - (7) **Domestic partner** shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.
 - (8) **Equal benefits** mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(b) Equal benefits requirements.

- (1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.

- (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
 - (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
 - (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.
 - (5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created or is being used for evading the requirements of this section.
 - (6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.
 - (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.
- (c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:
- (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
 - (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
 - (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
 - (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.
- (d) Enforcement. If the contractor fails to comply with the provisions of this section:
- (1) The failure to comply may be deemed to be a material breach of the covered contract; or
 - (2) The city may terminate the covered contract; or
 - (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
 - (4) The city may also pursue any and all other remedies at law or in equity for any breach;
 - (5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."
- (e) Exceptions and waivers.

The provisions of this section shall not apply where:

- (1) The contractor does not provide benefits to employees' spouses.
- (2) The contractor is a religious organization, association, society or any non-profit charitable or

educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.

- (3) The contractor is a governmental entity.
- (4) The sale or lease of city property.
- (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, the acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Consultants' Competitive Negotiation Act").
- (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:
 - a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.
- (7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:
 - a. The covered contract is necessary to respond to an emergency. b. Where only one bid response is received.
 - c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.
- (f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.
- (g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

CONE OF SILENCE AFFIDAVIT

STATE OF _____)
 : SS
COUNTY OF _____)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of _____ have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

(signature)

(date)

Sworn and subscribed before me this
_____ Day of _____, 2019.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

City Ordinance Sec. 2-773. - Cone of silence.

- (a) *Definitions.* For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:
- (1) *Competitive solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
 - (2) *Cone of silence* means a period of time during which there is a prohibition on communication regarding a particular competitive solicitation.
 - (3) *Evaluation or selection committee* means a group of persons appointed or designated by the city to evaluate, rank, select, or make a recommendation regarding a vendor or the vendor's response to the competitive solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
 - (4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the city to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a competitive solicitation for compensation or other consideration.
 - (5) *Vendor's representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub-consultant who acts at the behest of a vendor in communicating regarding a competitive solicitation.
- (b) *Prohibited communications.* A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:
- (1) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;
 - (2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;
 - (3) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee therefore; and
 - (4) Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.
- (c) *Permitted communications.* Notwithstanding the foregoing, nothing contained herein shall prohibit:
- (1) Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;
 - (2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.
 - (A) However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.
 - (B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;
 - (3) Oral communications at duly noticed pre-bid conferences;
 - (4) Oral presentations before publicly noticed evaluation and/or selection committees;

- (5) Contract discussions during any duly noticed public meeting;
 - (6) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;
 - (7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or
 - (8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances;
- (d) *Procedure.*
- (1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by section 2-826 of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
 - (2) The cone of silence shall terminate at the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation.
 - (3) Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.
- (e) *Violations/penalties and procedures.*
- (1) A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
 - (2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.
 - (3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
 - (4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
 - (5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section.

(Ord. No. 13-11, § 1, 6-18-2013)

PROPOSER'S CHECKLIST

(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a proposal and is not intended to be all inclusive. It does not alleviate the proposer from the responsibility of becoming familiar with all aspects of these Documents and proper completion and submission of his proposal.)

1. All included documents thoroughly read and understood. _____
2. All questions from part V Questionnaire answered. _____
3. Addenda acknowledged. _____
4. Qualification Form filled out. _____
5. Responses submitted in the following order: _____
 - a. Cover Letter
 - b. Table of Contents
 - c. Executive Summary
 - d. Questionnaire (outlined in RFP Section V)
 - e. Qualification Statement
 - f. Required Forms & Affidavits
 - g. Sample Lease
 - h. Addendum acknowledgment
6. Proposer familiar with federal, state and local laws, ordinances, rules and regulations affecting performance of the work. _____
7. Proposal submitted in sealed envelope and addressed and labeled in conformance with the instruction in the RFP. _____

PART 3
DRAFT AGREEMENT / LEASE

Lease Agreement

between

City of Key West

Caroline Street Corridor and Bahama Village

Community Redevelopment Agency

as Landlord

and

XXX Medical Group

as Tenant

Dated _____

THIS LEASE, made and entered into at Key West, Monroe County, Florida, this ____ day of ____, 20__ by and between Caroline Street Corridor and Bahama Village Community Redevelopment Agency of the City of Key West, a Municipal Corporation whose address is 1300 White Street, Key West, Florida, 33041, (hereinafter “LANDLORD”), and XXX Medical Group, Inc., a Florida Not for Profit Corporation whose address is XXX (hereinafter “TENANT”).

WHEREAS: LANDLORD issued a request for proposals (RFP# 004-20), which is attached hereto and incorporated herein at **Exhibit “A”**, for the design, construction and management of a neighborhood medical clinic located at 727 Fort Street and;

WHEREAS, the LANDLORD has accepted the proposal received from TENANT to redevelop the property in accordance with all terms and conditions contained in the request for proposals (RFP# 004-20) and the LEASE;

WITNESSETH:

That the LANDLORD and the TENANT, for and in consideration of their respective obligations contained herein, agree as follows:

1. **DEMISE.** The LANDLORD does hereby lease to the TENANT, and the TENANT does hereby lease from the LANDLORD, the following described premises, at 727 Fort Street, Key West, Monroe County, Florida (hereinafter referred to as “Premises”) pursuant to the survey attached hereto and incorporated as **Exhibit “B”**. A new survey will be completed and replace Exhibit “B” when the redevelopment is complete depicting the Net Usable Square Feet of the Premises. The Net Usable Square Feet is defined as all interior floor space, any storage, covered dining areas and commercially used outdoor areas or any other area set aside for the exclusive use and economic benefit of the Tenant.

2. **TERM.** The term of this Lease shall be for XXX years , which term shall commence upon execution by the Landlord and Tenant and shall end at midnight on the last day of the XXX lease year.

1. **RENT.** The TENANT agrees to pay to the LANDLORD an annual rent for the Premises of XXX Dollars per year (Proposer to provide), which rental amount shall be paid on a monthly basis.

2. The TENANT additionally agrees to pay to LANDLORD any sales, use, excise, ad valorem, or other tax imposed or levied against rent or any other charge or payment which tax has been imposed or levied by any governmental agency having jurisdiction thereof, including any new taxes imposed during the term of this Lease which are in addition to or in substitution for any such tax which is presently imposed, and the TENANT agrees to make payment at the time said tax becomes due.

Pursuant to City Ordinance Sec 2-872, Audits and Inspections, any individual or organization that receives grant funds or subsidies from the city shall permit inspection of its books and records upon demand by the city as a precondition to the receipt of such funding. The city may also conduct program results audits to determine whether the desired results or benefits are being achieved and whether objectives of funding established by the city are being met.

4. USE OF THE PREMISES. Upon receiving all necessary approvals regulating use, the TENANT shall be entitled to use the Premises for the continuous operation of TENANT'S Medical Clinic. The Clinic will be a healthcare option for the benefit of current residents of Bahama Village and the City of Key West.

TENANT acknowledges and expressly agrees to be kept and bound by the Declaration of Restrictive Covenant Document 2070475 04/06/2016 Filed and Recorded in Monroe County, Florida which is attached hereto and incorporated as **Exhibit "C"**.

In addition, TENANT further agrees:

- A. Not to display any banners, pennants, search lights, signs, balloons, or similar temporary media on the Premises;
- B. Not to commit waste in the Premises and to keep the Premises in a safe, neat, clean and orderly condition and to maintain the Premises in good condition;
- C. Not to use the Premises or permit the same to be used for any residential purpose or permit the same to be used in any manner that violates any law, ordinance, rules, or regulation of the LANDLORD, or other governmental agencies, as existing or promulgated during the term hereof, or in a manner that would constitute a hazardous use of the Premises or violate any insurance policy of the TENANT or the LANDLORD;
- D. To take no action that would: (i) violate the LANDLORD's contracts or (ii) cause any work stoppage or cause any manner of interference with LANDLORD;

- E. To abide by and observe all rules and regulations established from time to time by the LANDLORD and the LANDLORD's insurance carrier;
- F. To obtain and maintain all licenses, permits, and other approvals necessary to conduct the TENANT's business during the Lease term.

5. **COVENANT OF QUIET POSSESSION.** So long as the TENANT pays all of the rent and charges due herein, TENANT shall peaceably and quietly have, hold, and enjoy the Premises throughout the term of this Lease without interference or hindrance by the LANDLORD or LANDLORD's agents.

6. **INDEMNIFICATION.** To the fullest extent permitted by law, the TENANT expressly agrees to indemnify and hold harmless the City of Key West, their respective officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, caused in whole or in part by any act, omission, or default by TENANT or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including any such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the TENANT or its subcontractors, material men or agents of any tier or their respective employees.

The indemnification obligations under this Agreement shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the TENANT under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the TENANT or of any third party to whom TENANT may subcontract a work. This indemnification shall continue beyond the date of termination of the Agreement.

7. **INSURANCE REQUIREMENTS**

- A. During the Term of this agreement, the Tenant and their contractors shall provide, pay for, and maintain with insurance companies satisfactory to the City, the types of insurance described herein. Separate insurance requirements will apply to the construction phase of this agreement and the operational phase of this agreement.

- B. All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.
- C. The City shall be specifically included as an additional insured on the Tenant's and their contractors General Liability and Vehicle Liability policies and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The City's additional insured status should be extended to all Completed Operations coverages.
- D. The Tenant shall deliver to the City, prior to the commencement of any work governed by this agreement properly executed "Certificate(s) of Insurance" setting forth the insurance coverage and limits required herein. The Tenant will be responsible for obtaining properly executed Certificates of Insurance from all contractors evidencing the required insurance coverages specified for the Tenant's contractors. All certificates must be signed by an authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the City, on a timely basis, if requested by City.
- E. If the Tenant or their contractors fails to provide or maintain the insurance coverages required in this agreement at any time during the Term of this agreement and if the Tenant or their contractors refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s) to the City, the City may, at the City's sole discretion, terminate or suspend this agreement.
- F. The Tenant and their contractors shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Tenant and/or their contractors shall promptly authorize and have delivered such statement to the City.
- G. The Tenant authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Insurance Requirements, with the Tenant's insurance agents, brokers, and insurance carriers.
- H. All insurance coverage of the Tenant and their contractors shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Tenant and/or their contractors in this agreement.
- I. The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in this agreement does not constitute approval or agreement by the City that the insurance requirements in this agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the agreement's requirements.
- J. No work on or occupancy of the Premises shall commence on the Premises unless and until the required Certificate(s) of Insurance have been provided to the City.
- K. The insurance coverage and limits required of the Tenant and their contractors under this agreement are designed to meet the minimum requirements of City. They are not designed as a recommended insurance program for the Tenant and/or their contractors. The Tenant and their contractors shall be responsible for the sufficiency of their own insurance program. Should the Tenant or their contractors have any question concerning its exposures to loss under this agreement or the possible insurance coverage needed therefore, it should seek professional assistance.

- L. Should any of the required insurances specified in this agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, and the insurance company providing the coverage will not agree in writing to pay the deductible or retention, including the costs of defense as provided for in its policy without consideration of the deductible or retention in the settlement of insured claims, then the Tenant agrees, if required by the City, to provide, pay for, and maintain a surety bond acceptable to the City from an insurance company acceptable to the City (or a standby irrevocable Letter of Credit acceptable to the City) in the amount of the deductible or retention, guaranteeing payment of the deductible or retention. Said guarantee is to continue for four (4) years following expiration or termination of the agreement.
- M. All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- N. All policies of insurance required herein shall require that the insurer give the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this agreement, except for the application of the Aggregate Limits Provisions.
- O. Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverages so that there shall be no termination or suspension of this agreement due to lack of proof of the insurance coverage required of the Tenant. The Tenant shall be responsible for obtaining renewal Certificates of Insurance from their contractors no later than 20 days prior to expiration of current coverages.

SPECIFIC INSURANCE COVERAGES AND LIMITS:

- A. All requirements in this Insurance Section shall be complied with in full by the Tenant and their contractors unless excused from compliance in writing by City.
- B. Separate and distinct insurance requirements will apply to the construction phase of this agreement and the operational phase of this agreement.
- C. The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

SPECIFIC INSURANCE REQUIREMENTS FOR THE CONSTRUCTION PHASE OF THIS AGREEMENT

Workers' Compensation and Employers' Liability Insurance shall be maintained by the Tenant and their contractors during the Term of this agreement for all employees engaged in work governed by this agreement. The minimum acceptable limits shall be:

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	\$1,000,000.00 Limit Each Accident
	\$1,000,000.00 Limit Disease Aggregate
	\$1,000,000.00 Limit Disease Each Employee

Commercial General Liability Insurance shall be maintained by the Tenant and their contractors on a Full Occurrence Form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this agreement, Independent Contractors, and Products & Completed Operations Coverage. The limits of such coverage shall not be less than:

Bodily Injury & Property Damage Liability	\$2,000,000.00 Combined Single Limit each Occurrence and Aggregate
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Completed Operations Liability Coverage shall be maintained by the Tenant and their contractors for a period of not less than four (4) years following expiration or termination of this agreement..

The use of an Excess or Umbrella policy shall be acceptable if the level of protection provided by the Excess or Umbrella policy is equal to or more comprehensive than the Primary Commercial General Liability policy.

Business Automobile Liability Insurance shall be maintained by the Tenant and their contractors as to ownership, maintenance, use, loading and unloading of all owned, non-owned, leased, or hired vehicles with limits of not less than:

Bodily Injury	\$1,000,000.00 Limit Each Accident
Property Damage Liability	\$1,000,000.00 Limit Each Accident

or

Bodily Injury & Property Damage Liability	\$1,000,000.00 Combined Single Limit Each Accident
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If the Tenant or their contractors do not own any vehicles, this requirement can be satisfied by having the Tenant's and or their contractors Commercial General Liability policy endorsed with "Non-Owned and Hired Automobile" Liability coverage.

Builders Risk Insurance shall be maintained by the Tenant and or their General Contractor. Coverage should be provided on an "All Risk" basis to include the perils of Flood and Wind. Coverage must extend to all materials stored at the construction site that is intended to be included in the completed structure. Coverage should be provided on a "Completed Value" basis. The minimum acceptable limits for this coverage shall the Full Replacement Value of the completed structure. **The City shall be designated as the "Loss Payee" and an "Additional Insured" on the policy.**

SPECIFIC INSURANCE REQUIREMENTS FOR THE OPERATIONAL PHASE OF THIS AGREEMENT

Workers' Compensation and Employers' Liability Insurance shall be maintained by the Tenant during the Term of this agreement for all employees engaged in work governed by this agreement. The minimum acceptable limits shall be:

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	\$1,000,000.00 Limit Each Accident
	\$1,000,000.00 Limit Disease Aggregate
	\$1,000,000.00 Limit Disease Each Employee

Commercial General Liability Insurance shall be maintained by the Tenant on a Full Occurrence Form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this

agreement, Independent Contractors, and Products & Completed Operations Coverage. The limits of such coverage shall not be less than:

Bodily Injury & Property Damage Liability	\$2,000,000.00 Combined Single Limit each Occurrence and Aggregate
--	---

Completed Operations Liability Coverage shall be maintained by the Tenant for a period of not less than four (4) years following expiration or termination of this agreement..

The use of an Excess or Umbrella policy shall be acceptable if the level of protection provided by the Excess or Umbrella policy is equal to or more comprehensive than the Primary Commercial General Liability policy.

Business Automobile Liability Insurance shall be maintained by the Tenant as to ownership, maintenance, use, loading and unloading of all owned, non-owned, leased, or hired vehicles with limits of not less than:

Bodily Injury	\$1,000,000.00 Limit Each Accident
Property Damage Liability	\$1,000,000.00 Limit Each Accident

or

Bodily Injury & Property Damage Liability	\$1,000,000.00 Combined Single Limit Each Accident
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If the Tenant do not own any vehicles, this requirement can be satisfied by having the Tenant's Commercial General Liability policy endorsed with "Non-Owned and Hired Automobile" Liability coverage.

Medical Professional Liability Insurance shall be maintained by the Tenant which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Tenant arising out of activities governed by this agreement. The minimum acceptable limits of liability shall be \$1,000,000 per Occurrence and \$2,000,000 Annual Aggregate. If the policy is structured on a "Claims Made" basis, the policy must contain a "Retroactive Date" of no later than the commencement date of this agreement and will have an extended reporting period of four (4) years following expiration or termination of this agreement.

8. ASSIGNMENT AND HYPOTHECATION. This Lease is not transferable or assignable, except as provided by Resolution of the Key West City Commission. The TENANT may not sublet the Premises or any part thereof. Any assignment or sub-letting, even with the LANDLORD's consent, shall not relieve the TENANT from the obligation to keep and be bound by the agreements of this Lease. The acceptance of Rent from any other person shall not be deemed to be a waiver of any of the agreements of this Lease or to be consent to the assignment for benefit of creditors or by operation of law and shall not be effective to transfer any rights to any assignee without prior consent of the LANDLORD.

9. DEFAULT CLAUSE.

A. It is covenanted and agreed by LANDLORD and TENANT that in case at any time default shall be made in the payment of rent, or if the TENANT shall fail to pay any of the taxes or assessments herein provided for, or in case of the sale of or forfeiture of the Premises or any part thereof during the demised term for non-payment of any tax or assessment, or in case the TENANT shall fail to keep the required insurance, or shall fail to spend insurance money, as herein provided for, or if the TENANT shall fail to perform any of the covenants of this Lease, including but not limited to TENANT'S failure to meet the financial requirements and timelines for stabilization and redevelopment pursuant to Exhibit "D", and Exhibit "E" attached hereto and incorporated herein, then, in any of such events, TENANT shall be subject to eviction pursuant to Chapter 83, Florida Statutes.

B. Or, the LANDLORD may have such other remedies as the law and this instrument afford, and the TENANT covenants and agrees that upon the termination of the demised term, at such election of the LANDLORD, or in any other way, the TENANT will surrender and deliver up the Premises and property (real and personal) peaceably to the LANDLORD, its agent, or attorneys, immediately upon the termination of the demised term. If the TENANT, its agents, attorneys, or tenants shall hold the Premises or any part thereof, one (1) day after the same should be surrendered according to the terms of this Lease, it shall be deemed guilty of forcible detainer of the Premises under the applicable statute and shall be subject to eviction or removal, forcibly or otherwise.

C. IN THE EVENT TENANT FILES ANY FORM OF BANKRUPTCY, LANDLORD SHALL BE ENTITLED TO IMMEDIATE TERMINATION OF THE AUTOMATIC STAY PROVISIONS OF 11 U.S.C. §362, GRANTING THE LANDLORD COMPLETE RELIEF AND ALLOWING THE LANDLORD TO EXERCISE ALL OF HIS LEGAL AND EQUITABLE RIGHTS AND REMEDIES, INCLUDING, WITHOUT LIMITATION, THE RIGHT TO TERMINATE THIS LEASE AND DISPOSSESS TENANT FROM THE DEMISED PREMISES IN ACCORDANCE WITH FLORIDA LAW. ADDITIONALLY, TENANT AGREES NOT TO DIRECTLY OR INDIRECTLY OPPOSE OR OTHERWISE DEFEND AGAINST THE LANDLORD'S EFFORT TO GAIN RELIEF FROM ANY AUTOMATIC STAY. THE LANDLORD SHALL BE ENTITLED AS AFORESAID TO THE LIFTING OF THE AUTOMATIC STAY WITHOUT THE NECESSITY OF AN EVIDENTIARY HEARING AND WITHOUT THE NECESSITY OR REQUIREMENT OF THE LANDLORD TO ESTABLISH OR PROVE THE VALUE OF THE LEASEHOLD, THE LACK OF ADEQUATE PROTECTION OF HIS INTEREST IN THE LEASEHOLD, OR THE LACK OF EQUITY IN THE SAME. TENANT SPECIFICALLY AGREES AND ACKNOWLEDGES THAT THE LIFTING OF THE

AUTOMATIC STAY HEREUNDER BY THE APPROPRIATE BANKRUPTCY COURT SHALL BE DEEMED TO BE "FOR CAUSE" PURSUANT TO SECTION 362(D)(1).

D. Where the alleged default consists of some alleged violation of any term of this Lease, other than the payments of money, including rent and insurance premiums, the LANDLORD may not declare this Lease in default until such violation shall have continued for ten (10) days after the LANDLORD shall have given the TENANT written notice of such violation, and TENANT shall not have undertaken, during this ten (10) days notice period, to cure said violation by vigorous and affirmative action, provided, however, that nothing herein contained shall be construed as precluding the LANDLORD from having such remedy as may be and become necessary in order to preserve the LANDLORD'S right and interest of the LANDLORD in the Premises and in this Lease, even before the expiration of the grace or notice periods provided for in this paragraph, if, under particular circumstances then existing, the allowance of such grace or the giving of such notice would prejudice or endanger the rights and estate of the LANDLORD in this Lease and in the Premises. With respect to the payment of the insurance premiums, the same must be paid at least thirty (30) days prior to the time when the policies would lapse for the failure to pay premiums thereon, and evidence of such payment given to the LANDLORD without any written notice being required to be served upon the TENANT in connection therewith.

E. All default and grace periods shall be deemed to run concurrently and not consecutively.

F. It is mutually covenanted and agreed that the various rights, powers, options, elections, privileges, and remedies of the LANDLORD contained in this Lease shall be construed as cumulative and no one of them shall be construed as being exclusive of the other or exclusive of any rights or priorities allowed by law.

G. It is further covenanted and agreed by and between the parties hereto that the right given to the LANDLORD in this Lease to collect the rent that may be due under the terms of this Lease by any proceeding under same, or the right to collect any additional rent, money, or payments due under the terms of this Lease by any proceedings under same, or the right given the LANDLORD to enforce any of the terms and provisions of this Lease shall not in any way affect the right of such LANDLORD to declare this Lease void and the terms ended hereby, as herein provided, when default is made in the payment of rent or when default is made by the TENANT in any of the terms and provisions of this Lease, including but not limited to TENANT'S failure to meet the financial requirements and

timelines for stabilization and redevelopment pursuant to Exhibit “D”, and Exhibit “E” attached hereto and incorporated herein..

H. If at any time, by reason of the failure of the TENANT to keep and perform any covenant or agreement which, under the terms of this Lease, the TENANT is bound and obligated to keep and perform, it becomes necessary for the LANDLORD to employ an attorney to protect the rights and interests of the LANDLORD in the property demised or to enforce the Lease or proceed under it in any particular, then in any of such events, the TENANT will owe and will pay unto the LANDLORD all costs of Court and reasonable attorney’s fees incurred or expended by the LANDLORD in taking such actions, including actions taken in all trial and appellate courts.

10. STABLIZATION AND REDEVELOPMENT

Stabilization and redevelopment shall be at NO cost to the LANDLORD. Design and redevelopment shall be consistent/conforming with the Chief Building Official .

TENANT shall pay all fees applicable to the stabilization and redevelopment of the Premises including but not limited to all permit fees and impact fees

LANDLORD agrees to cooperate with TENANT, to the fullest extent allowable, in TENANT’S applications for design and redevelopment grants.

11. ALTERATIONS

Upon completion of the approved design and redevelopment, TENANT shall not make any further alterations, additions or improvements to the Demised Premises (whether or not the same may be structural in nature) without LANDLORD’S prior written consent. All existing building contents and equipment, alterations, additions, or improvements made to the Demised Premises, except movable furniture and equipment installed at TENANT’S expense, shall be the property of the LANDLORD and remain upon and be surrendered with the Demised Premises at the expiration of the term of this Lease; provided, however, that LANDLORD may require TENANT to remove any additions made at TENANT’S request to the Demised Premises and to repair any damage caused by such removal, and provide further, that if TENANT has not removed its property and equipment within ten (10) days after the expiration or termination of this Lease, LANDLORD may elect to retain the same as abandoned property.

In the event TENANT shall request LANDLORD'S permission, and LANDLORD shall permit TENANT to perform any alterations, additions, improvements or repairs to the Demised Premises, TENANT shall (i) submit its plans and specifications to LANDLORD for its approval prior to the commencement of any construction, (ii) obtain all necessary permits prior to the commencement of any construction, (iii) only use contractors approved by LANDLORD, (iv) not permit any construction liens to be placed or remain on the Demised Premises. In the event a construction lien shall be filed against the Demised Premises as a result of work undertaken by TENANT, TENANT shall within ten (10) days of receiving notice of such lien, discharge the lien of record either by payment of the indebtedness to the lien claimant or by filing a bond as security therefore. All such work made by or on behalf of TENANT shall be performed in such manner as LANDLORD may designate and in accordance with all applicable laws and regulations of governmental authorities having jurisdiction over the same. All such work by TENANT or its contractors shall not interfere with, impede or delay any work by LANDLORD or its contractors, tenants or TENANT'S contractors. All contractors engaged by TENANT shall be bondable, licensed contractors, possessing good labor relations, and capable of performing quality workmanship.

12. TENANT'S DUTY TO KEEP PREMISES IN GOOD REPAIR. The TENANT covenants and agrees with the LANDLORD that during the term of this Lease, the TENANT will keep in good state of repair and in current condition, the Premises, the HVAC equipment, and the fixtures serving the Demised Premises, and all furnishings brought or placed upon the Premises by the TENANT; nor will the TENANT suffer or permit any strip, waste, or neglect of any such property to be committed; and the TENANT will repair, replace, and renovate the property as often as it may be necessary in order to keep the property in good repair and condition, at TENANT'S sole cost and expense. Tenant shall only utilize licensed contractors and shall apply for all permits, as required, to complete repairs.

13. ADDITIONAL COVENANTS OF THE TENANT.

A. The TENANT shall pay for all utilities associated with the use of the Premises including, but not limited to, water, electricity, sewer gas and solid waste. In the event that a separate bill for the Premises is not available for one or more of the utility services required by the Premises, then the TENANT shall pay a pro-rated share of that particular utility based on the square footage of the Premises and/or the parties' estimated usage of that particular utility, calculation of which to be mutually agreed upon.

B. The TENANT covenants and agrees with the LANDLORD that no damage or destruction to any building or improvement by fire, windstorm, or any other casualty shall be deemed to entitle the TENANT to surrender possession of the Premises or to terminate this Lease or to violate any

of its provisions or to cause any abatement or rebate in the rent then due or thereafter becoming due under the terms hereof, unless otherwise specifically provided for herein. If the Lease is canceled for the TENANT's default at any time while there remains outstanding any obligation from any insurance company to pay for the damage or any part thereof, then the claim against the insurance company shall, upon the cancellation of the Lease, be deemed immediately to become absolute and unconditional property of the LANDLORD. In the event of destruction of the Premises by casualty or hazard, the LANDLORD will have the option of canceling the Lease.

C. The TENANT covenants and agrees with the LANDLORD that nothing in this Lease shall ever be construed as empowering the TENANT to encumber or cause the TENANT to encumber the title or interest of the LANDLORD.

D. The TENANT covenants and agrees with the LANDLORD that, at the termination of this Lease, the TENANT will peaceably and quietly deliver unto the LANDLORD, possession of the Premises and all improvements located thereon, as well as the LANDLORD's interest in all fixtures and equipment appertaining thereto.

E. The TENANT agrees not to make any changes or alterations without written approval of the LANDLORD.

14. LANDLORD'S RIGHT OF ENTRY. The LANDLORD or its agents shall have the right to enter upon the Premises at all reasonable times to examine the condition and use thereof, provided only that such right shall be exercised in such manner as not to interfere with the TENANT in the conduct of the TENANT's business on the Premises.

15. EQUIPMENT, FIXTURES AND SIGNS. All fixtures, equipment, and signs used on the Premises by the TENANT but provided by the LANDLORD will at all times be and remain the property of the LANDLORD. Provided that this Lease is in good standing, the TENANT will have the right to remove any equipment or fixtures provided by the TENANT, or any part thereof, from the Premises during the term of this Lease, at the expiration thereof, or within a reasonable time thereafter; provided, however, that the TENANT, in so doing, does not cause any irreparable damage to the Premises; and provided further, that the TENANT shall pay or reimburse the LANDLORD for the reasonable expense of repairing damage caused by such removal.

16. ACCEPTANCE IN AS-IS CONDITION. The TENANT accepts the Premises in an as-is condition and all improvements and additions shall be at the sole expense of the TENANT.

17. **NO MECHANIC'S LIENS.** It is hereby covenanted, stipulated and agreed by and between the parties hereto that there shall, during the demised term, be no mechanic's liens upon any buildings or improvements that may at any time be put upon the demised property, and that in case of any mechanic's liens the TENANT must pay off the same; and that if default in payment thereof shall continue for thirty (30) days after written notice, LANDLORD shall have the right and privilege, at its option, to pay off the same or any portion of the same, and the amount so paid, including expenses, shall at the option of the LANDLORD, be so much additional rent due from the TENANT at the next rent due after such payment, with interest thereon at the maximum rate allowed by law. Nothing herein shall be construed to admit that a mechanic's lien may be enforced against municipal property.

18. **MISCELLANEOUS PROVISIONS.** It is mutually covenanted and agreed by and between the parties as follows:

A. That no waiver or a breach of any of the covenants in this Lease contained shall be construed to be a waiver of all succeeding breach of the same covenant.

B. That time is of the essence in every particular and particularly where the obligation to pay money is involved.

C. That all arrearages in the payment of rent or in the repayment to the LANDLORD of any sums which the LANDLORD may have paid in order to cure a default of the TENANT (as elsewhere herein provided for), shall bear interest from the date when due and payable at the highest rate permitted by law until paid.

D. That no modification, release, discharge, or waiver of any provision hereof shall be of any force, effect, or value unless in writing and signed by the persons who are then LANDLORD and TENANT.

E. That all covenants, promises, conditions, and obligations contained herein or implied by law, or covenants running with the land, shall attach to and be binding upon the heirs, executors, administrators, successors, legal representatives, and assigns of each of the parties to this Lease.

F. That this instrument contains the entire agreement between the parties as of this date, and that the execution hereof has not been induced by either of the parties by representations, promises or understandings not expressed herein, and that there are not collateral agreements, stipulations, promises, or understandings whatsoever between the representative parties in any way touching the subject matter of this instrument which are not expressly contained in this instrument.

G. That when either of the parties desire to give notice to the other or others in connection with and according to the terms of this Lease, such notice shall be deemed given when it shall

have been deposited in the U.S. Registered or Certified mail with sufficient postage pre-paid thereon to carry it to its addressed destination. The notice shall be addressed as follows:

As to LANDLORD: City Manager
 City of Key West
 1300 White Street
 P.O. Box 1409
 Key West, FL 33041

As to TENANT: XXX Medical Group

When the parties on either side (LANDLORD or TENANT) consist of more than one person, notice or default by one of the persons on that side shall constitute notice or default by all of the persons on that side.

H. This Lease and the provisions thereof shall be governed by and construed and enforced in accordance with the laws of the State of Florida; venue for any action regarding this Lease shall be in Monroe County, Florida.

I. The parties agree to waive trial by jury in any action between them arising out of or in any way connected with this lease or TENANT'S use or occupancy of the Demised Premises. The venue for any action brought under this lease shall lie in the State Court of Monroe County, Florida.

J. If the TENANT or TENANTS are signing in a capacity other than as individuals, then the LANDLORD may require personal guarantees from individuals as the LANDLORD deems necessary.

K. LANDLORD may delegate its decision-making authority regarding any provision of this Lease to an Advisory Board.

L. This Lease is the result of negotiations between the parties and shall not be interpreted in favor of or to the detriment of either party due to its draftsmanship.

IN WITNESS WHEREOF, the parties hereto have caused the foregoing Lease to be executed on the day and year first above written.

ATTEST:

LANDLORD: Caroline Street Corridor and
Bahama Village Community
Redevelopment Agency of the City of Key West

Cheryl Smith, City Clerk

By: _____
Teri Johnston, Chairperson

ATTEST:

TENANT: XXX Medical Group

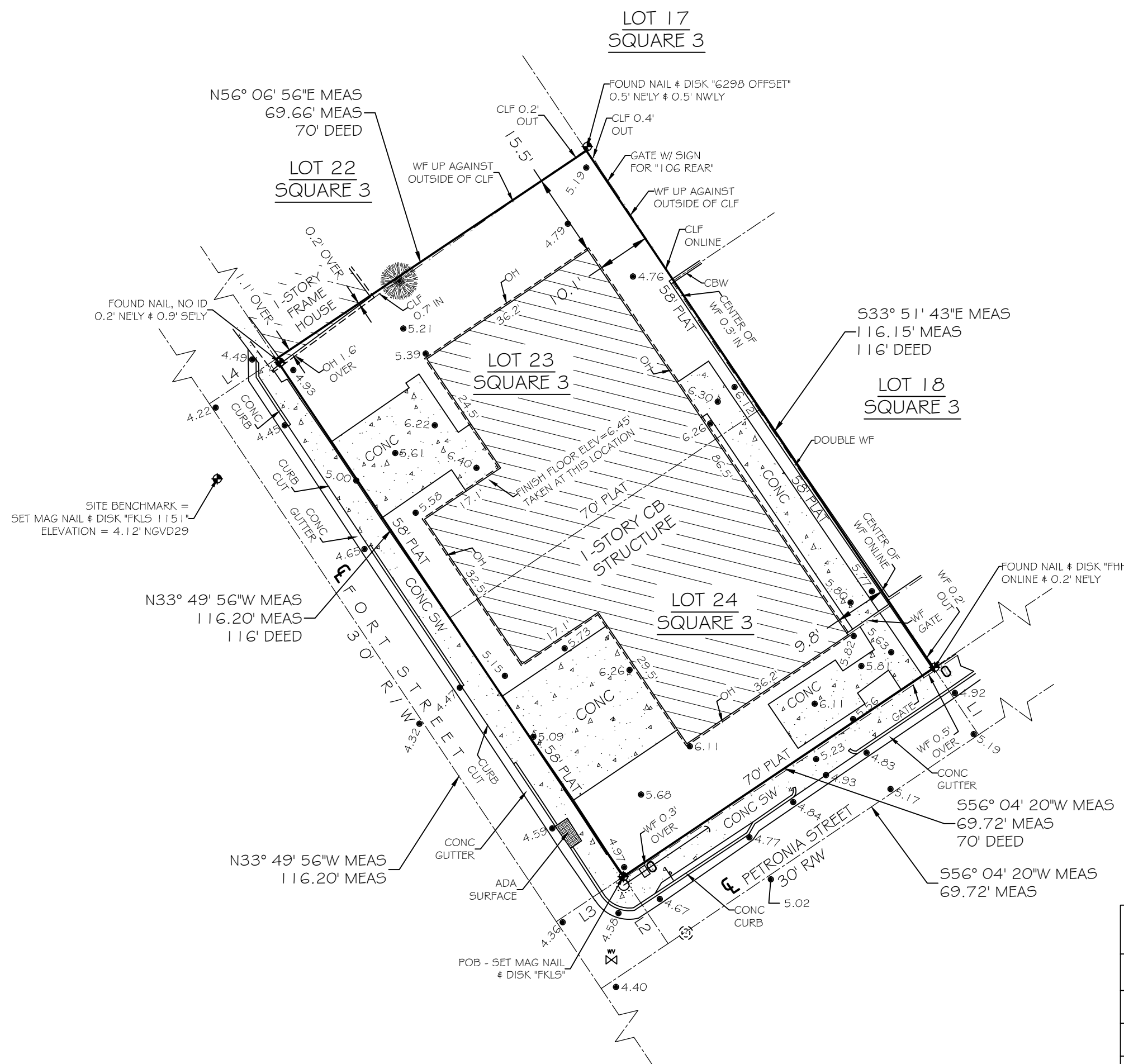
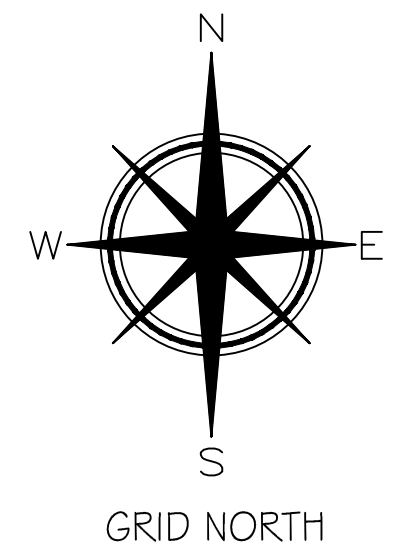
By: _____
XXX, CEO

Exhibit "A"
SITE SURVEY

MAP OF BOUNDARY SURVEY



LOCATION MAP - NTS
SEC. 06-T685-R25E



Parcel Line Table		
Line #	Length	Direction
L1	15.00' MEAS	N33° 55' 40"W MEAS
L2	15.00' MEAS	N33° 55' 40"W MEAS
L3	15.00' MEAS	N56° 10' 04"E MEAS
L4	15.00' MEAS	N56° 10' 04"E MEAS

SURVEYORS NOTES

HORIZONTAL COORDINATES AND BEARINGS SHOWN ARE REFERENCED TO GRID NORTH, BASED ON THE 2011 ADJUSTMENT OF THE NORTH AMERICAN DATUM OF 1983 (NAD 83/2011), OF THE FLORIDA STATE PLANE COORDINATE SYSTEM (TRANSVERSE MERCATOR PROJECTION), EAST ZONE (0901).

COORDINATES WERE ESTABLISHED BY A REAL-TIME KINEMATIC (RTK) GNSS CONTROL SURVEY WHICH IS CERTIFIED TO A 2 CENTIMETER LOCAL ACCURACY, RELATIVE TO THE NEAREST CONTROL POINT WITHIN THE NATIONAL GEODETIC SURVEY (NGS) GEODETIC CONTROL NETWORK.
METHOD: WIDE AREA CONTINUOUSLY OPERATING GPS REFERENCE STATION NETWORK (TRIMBLE VRS).

ELEVATIONS SHOWN HEREON ARE IN FEET AND BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929).

BENCHMARK DESCRIPTION: NATIONAL GEODETIC SURVEY BENCHMARK "872 4580 TIDAL BASIC" (P.I.D. AA0008), ELEVATION = 14.32' (NGVD 1929).

ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHERS THAN THE SIGNING PARTY IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.

THE UNDERGROUND UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM FIELD EVIDENCE. THE SURVEYOR MAKES NO GUARANTIES THAT THE UNDERGROUND UTILITIES SHOWN HEREON ENCOMPASS ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. FURTHERMORE THE SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE EVIDENCE AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

STREET ADDRESS: 727 FORT STREET, KEY WEST, FL 33040.

ALL UNITS ARE SHOWN IN U.S. SURVEY FEET.

ALL FIELD DATA WAS ACQUIRED BETWEEN 06/01/2016 - 07/07/2016.

COMMUNITY NO.: 120168
MAP NO.: 12087C-1516K
MAP DATE: 02-18-05
FIRM REVISION DATE: 06-05-15
FLOOD ZONE: AE
BASE ELEVATION: 6

LEGAL DESCRIPTION -

In the City of Key West, Lot #23 and Lot #24 Square 3 Tract 3, according to T.A. Ashe's diagram recorded in Deed Book 1, Page 77. Commencing at the corner of Fort and Petronia Streets, running thence along the said Fort Street in a northwesterly direction 116 feet; thence at right angles in a northeasterly direction 70 feet; thence at right angles in a southeasterly direction 116 feet to Petronia Street; thence in a southwesterly direction 70 feet to Fort Street to the point of beginning.

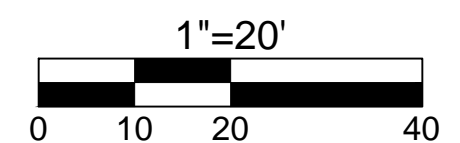
CERTIFIED TO - The City of Key West;

NOTE: FOUNDATIONS BENEATH THE SURFACE ARE NOT SHOWN. MEASURED DIMENSIONS EQUAL PLATTED OR DESCRIBED DIMENSIONS UNLESS INDICATED OTHERWISE. THE FOLLOWING IS A LIST OF ABBREVIATIONS THAT MAY BE FOUND ON THIS SHEET.

BFP = BACK-FLOW PREVENTER	GUW = GUY WIRE	POC = POINT OF COMMENCEMENT
BO = BLOW OUT	HB = HOSE BIB	PRC = POINT OF REVERSE CURVE
C 4 G = 2" CONCRETE CURB & GUTTER	IP = IRON PIPE	PRM = PERMANENT REFERENCE MONUMENT
CB = CONCRETE BLOCK	IR = IRON ROD	PT = POINT OF TANGENT
CBW = CONCRETE BLOCK WALL	L = ARC LENGTH	R = RADIUS
CL = CENTERLINE	LS = LANDSCAPING	RW = RIGHT OF WAY LINE
CLP = CHAINLINK FENCE	MB = MAILBOX	SSCO = SANITARY SEWER CLEAN-OUT
CM = CONCRETE MONUMENT	MEAS = MEASURED	SW = SIDE WALK
CONC = CONCRETE	MF = METAL FENCE	TBM = TEMPORARY BENCHMARK
CPP = CONCRETE POWER POLE	MHWL = MEAN HIGH WATER LINE	TOB = TOP OF BANK
CVRD = COVERED	NGVD = NATIONAL GEODETIC VERTICAL DATUM (1929)	TOS = TOE OF SLOPE
DEASE = DRAINAGE EASEMENT	NTS = NOT TO SCALE	TS = TRAFFIC SIGN
EL = ELEVATION	OH = ROOF OVERHANG	TYP = TYPICAL
ENCL = ENCLOSURE	OHV = OVERHEAD WIRES	UE = UTILITY EASEMENT
EP = EDGE OF PAVEMENT	PC = POINT OF CURVE	WD = WOOD DECK
FF = FINISHED FLOOR ELEVATION	PM = PARKING METER	WF = WOOD FENCE
FFH = FIRE HYDRANT	PCC = POINT OF COMPOUND CURVE	WL = WOOD LANDING
FI = FENCE INSIDE	PCP = PERMANENT CONTROL POINT	WM = WATER METER
FND = FOUND	PK = PARKER KALON NAIL	WMP = WOOD POWER POLE
FO = FENCE OUTSIDE	POB = POINT OF BEGINNING	WRACK LINE = LINE OF DEBRIS ON SHORE
FOL = FENCE ON LINE	PI = POINT OF INTERSECTION	WV = WATER VALVE

LEGEND

- - WATER METER
- - SANITARY SEWER CLEAN OUT
- - MAILBOX
- ⊙ - WOOD POWER POLE
- ⊗ - CONCRETE POWER POLE
- ⊕ - WATER VALVE
- ↖ - GUY WIRE
- ⊙ - SANITARY SEWER MANHOLE
- - TREE (TYPICAL)
- - SPOT GRADE ELEVATION (TYPICAL)



TOTAL AREA = 8,096.13 SQFT ±

SCALE: 1" = 20'
SURVEY DATE: 07/11/2016
REVISION DATE: XX/XX/XX
SHEET 1 OF 1
DRAWN BY: MPB
CHECKED BY: EAI
CKW PO: 081854

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER SJ-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES AND COMPLIES WITH CHAPTER 177, FLORIDA STATUTES.

NOT VALID WITHOUT THE SIGNATURE AND THE RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER.

SIGNED: ERIC A. ISAACS, P.S.M. #6783, PROFESSIONAL SURVEYOR AND MAPPER, LB# 7847



**FLORIDA KEYS
LAND SURVEYING**
19960 OVERSEAS HIGHWAY
SUGARLOAF KEY, FL 33042
PHONE: (305) 394-3690
FAX: (305) 509-7373
EMAIL: FKL5email@gmail.com