

RESOLUTION NO. 19-010

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING AND ACCEPTING THE ATTACHED GRANT AWARD AGREEMENT WITH THE MONROE COUNTY TOURIST DEVELOPMENT COUNCIL (TDC) TO ACCEPT FUNDING IN THE AMOUNT OF UP TO \$35,000.00 FOR THE REST BEACH ENHANCEMENTS PROJECT; AUTHORIZING NECESSARY BUDGET AMENDMENTS OR TRANSFERS TO ACCEPT THE FUNDING; AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS UPON CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Key West submitted an application for TDC funding on October 2, 2018, and on December 5, 2018 received a recommendation for Grant Award from the 2019 Bricks and Mortar Capital Projects funding cycle for construction of new shelters and permanently installed picnic tables at Rest Beach from the District I Advisory Committee (DAC-1); and

WHEREAS, the proposed Grant Award will be presented to the Monroe County Board of County Commissioners for consideration on January 23, 2019; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached Grant Award Agreement, for TDC funding in the amount of up to \$35,000.00 for Rest Beach Enhancements Project is hereby accepted and approved.

Section 2: That expenses for this project are budgeted in Account 101-1900-519-6300. Revenues will be budgeted in account 101-0000-337-7001, and any transfers or amendments to accept the grant funding are hereby approved.

Section 3: That the City Manager is authorized to execute any necessary documents, upon consent of the City Attorney.

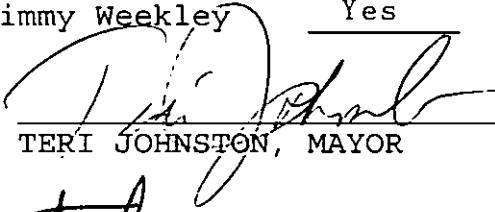
Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held
this 2nd day of January, 2019.

Authenticated by the Presiding Officer and Clerk of the
Commission on 3rd day of January, 2019.

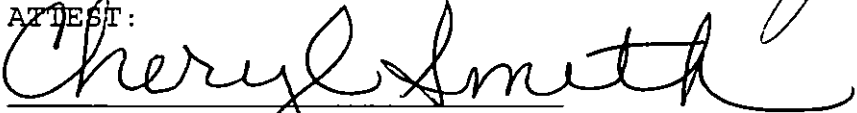
Filed with the Clerk on January 3, 2019.

Mayor Teri Johnston	<u>Yes</u>
Vice Mayor Sam Kaufman	<u>Yes</u>
Commissioner Gregory Davila	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Absent</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>



TERI JOHNSTON, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

MEMORANDUM

EXECUTIVE SUMMARY

TO: James K. Scholl, City Manager
Greg Veliz, Assistant City Manager

FROM: Carolyn Sheldon, Senior Grants Administrator

DATE: December 18, 2018

RE: **Approving the attached Grant Award Agreement to accept the Tourist Development Council (TDC) grant for the Rest Beach Enhancements Project in an amount not to exceed \$35,000.00 to assist with the construction of new shelters and permanently installed picnic tables.**

ACTION STATEMENT:

This resolution will approve the attached Grant Award Agreement to accept the Tourist Development Council (TDC) grant for the Rest Beach Enhancements Project in an amount not to exceed \$35,000.00 to assist with the construction of new shelters and permanently installed picnic tables.

BACKGROUND:

The City of Key West submitted an application on October 2, 2018 for TDC funding from Round 2 of their 2019 Bricks and Mortar Capital Projects funding cycle for the construction of new shelters and permanently installed picnic tables at Rest Beach. Please see attached application for more information.

The District I Advisory Committee (DAC I) approved funds for the project on December 5, 2018. The Grant Award Agreement will go before the Board of County Commissioners for approval at their January 23, 2019 meeting.

PURPOSE AND JUSTIFICATION:

Rest Beach is a public beach; however, existing shelters were in poor condition and required demolition during the recent seawall construction project. The proposed project will provide three new shelters and four picnic tables to enhance the beach experience for users.

FINANCIAL IMPACT:

Expenses for the project are currently budgeted in Account 1011900 5196300 (Infrastructure Surtax/Ports/Improvements) with funding coming exclusively from Discretionary Sales Surtax proceeds. The TDC funding amount is 100% of the total project cost or up to \$35,000.00. Grant revenues of \$35,000.00 are budgeted in 1010000 3377001 (TDC grant) and replace the \$35,000.00 Discretionary Sales Surtax originally appropriated.

RECOMMENDATION:

Staff recommends that the City Commission approve the attached Grant Award Agreement to accept the Tourist Development Council (TDC) grant for the Rest Beach Enhancements Project in an amount not to exceed \$35,000.00 to assist with the construction of new shelters and permanently installed picnic tables.

Key to the Caribbean - Average yearly temperature 77° F.

Grant Award Agreement

THIS AGREEMENT (agreement) is entered into this 23rd day of January, 2019 by and between MONROE COUNTY (County or Grantor), a political subdivision of the State of Florida and City of Key West (Grantee) a government organized and operating under the laws of the State of Florida.

WHEREAS, the district pennies of Tourist Development Tax may be used for the following purposes only: To acquire, construct, extend, enlarge, remodel, repair, improve, maintain, one or more a. Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the county or subcounty special taxing district in which the tax is levied; or b. Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the county or subcounty special taxing district in which the tax is levied; or zoological parks, fishing piers or nature centers which are public owned and operated or owned and operated by not-for-profit organizations and open to the public; and to finance beach park facilities or beach, channel, estuary, or lagoon improvement, maintenance, re-nourishment, restoration, and erosion control; or public facilities if needed to increase tourist related business activities and in accordance with F.S. 125.0104(5).

WHEREAS, Grantee has applied to TDC District I for funding for the **Rest Beach Enhancements** capital project; and

WHEREAS, the Grantor and Tourist Development Council (TDC) have determined that it is in the best interest of the County, for purposes of promoting tourism and preserving the heritage of the community, to attract tourists, and improve the property for use as an beach/beach park facility open to the public;

NOW, THEREFORE, in consideration of the mutual covenants and payments contained herein, the Grantee and the Grantor have entered into this agreement on the terms and conditions as set forth below.

1. **GRANT AGREEMENT PERIOD.** This agreement is for the period of January 23, 2019 through to **March 31, 2020**. This agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraphs 7, 12 or 13 below. **The project work described in Exhibit A must commence within the fiscal year funded which is October 1, 2018 to September 30, 2019. Proof that the project commenced within the fiscal year funded may be requested by the TDC administrative office.**

2. **SCOPE OF AGREEMENT.** The representations made by the Grantee in its proposal submitted to the TDC are incorporated herein by reference. The Grantee shall provide the following scope of services: Materials and Labor required to complete the above mentioned project. Segment(s) of the work is/are more particularly described in Exhibit A, detailing the work and the cost allocable to each segment, attached hereto, and

incorporated herein by reference. **Anything not referenced within Exhibit A will not be reimbursed.** All work for which grant funds are to be expended must be completed by the stated termination date of **March 31, 2020** and all invoices pertaining to this project shall be submitted to the Finance Department of Monroe County no later than **March 31, 2020** to be considered for payment. **Acknowledgement:** Grantee shall be required to permanently display and maintain at Grantee's expense, public acknowledgement of the support of the Monroe County Tourist Development Council in a publicly prominent area of their facility in the following form: "This project was made possible with the financial support of the Monroe County Tourist Development Council." If the Grantee has already complied with this requirement through previous funding, said acknowledgement fulfills this condition. A photograph of said acknowledgment shall be provided with the final request for reimbursement outlined in Exhibit A of this agreement.

a.) There shall be a project manager to acknowledge receipt of goods or work performed. This Project Manager shall be James Scholl (Phone: 305-809-3888 Email: jscholl@cityofkeywest-fl.gov; csheldon@cityofkeywest-fl.gov). Should there be a change in the project manager specified in the Grantee's application, a new project manager shall be designated, and notice with new contact information shall be provided in writing to the TDC administrative office.

b.) If, and to the extent that, Grantee contracts for any of the work funded under this agreement to be performed or completed, Grantee shall give notice to County of the contractual relationship, provide County with a copy of any and all contracts and shall require the contractor(s) to comply with all the terms of this contract. Should Grantee contract the work and then decrease the scope of work to be performed by a contractor, Grantee shall provide County with an amended contract executed by Grantee and its contractor.

(i) A Grantee which is a governmental entity shall comply with the procurement regulations and policies to which it is subject, and shall provide Grantor documentation of the procurement requirements applicable to the project and compliance therewith.

(ii) A Grantee which is a not-for-profit entity shall use procurement processes for those parts of the project to be contracted (not performed by the entity's employees) as follows. For work expected to be under \$50,000, the not-for-profit shall document in the file three written quotes or a notarized statement as to why such written quotes were not feasible for the goods or services. For work expected to be \$50,000 or more, a competitive bid process must be performed following Monroe County's procurement policies and procedures, unless the commodities or services will be provided by a "sole source" provider, in which case the not-for-profit must submit a notarized statement with its request for payment explaining why the vendor is the only source for the commodities or services. Refer to: <http://www.monroecounty-fl.gov/DocumentCenter/Home/View/9733>

c.) Grantee shall exercise good internal controls to assure that the project as described in the funding application shall be completed on a timely basis within the

proposed budget and shall provide to County any certifications, including those by the architect, engineer, contractor or an independent consultant if necessary, required to establish that materials which are purported to be applied to the project are in fact so applied. Further verification shall be required to show that equipment and other fixtures and personal property covered by this agreement are delivered to and installed in the project site. When any permit is required by any governmental agency, copies of plans and other documents which are submitted to the applicable agency shall be submitted to the County Engineering Division to enable verification that the scope of services under this agreement has been provided.

3. **AMOUNT OF AGREEMENT AND PAYMENT.** The Grantor shall provide an amount not to exceed **\$35,000 (Thirty Five Thousand TDC District I funding)** for materials and services used to improve the property. Reimbursement request must show that Grantee has paid in full for materials and services relating to the segment prior to seeking the 100% (one hundred percent) reimbursement from Grantor. Payment shall be 100% (one hundred percent) reimbursement of the total cost of the segment, subject to the cap on expenditures for that segment as set forth in Exhibit A. Reimbursement can be sought after each segment of the agreement is completed and signed by the Monroe County Engineering Department as outlined in 3.a. The Board of County Commissioners and the Tourist Development Council assume no liability to fund this agreement for an amount in excess of this award. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC.

a.) Payment shall be made upon the completion of a specific segment as outlined in the Scope of Services and Exhibit A. Payment for expenditures permissible by law and County policies shall be made through reimbursement to Grantee upon presentation of Application for Payment Summary, invoices, canceled checks, before and after pictures, County Project Manager signature of inspection and other documentation necessary to support a claim for reimbursement. Included in said documentation shall be proof that the Grantee has received the property, real or personal, for each segment of agreement as outlined in Exhibit A and paid an amount equal to or greater than the amount invoiced to the Grantor. It shall be necessary for the Grantee to contact the County Engineering Division (Stephen Sanders- phone: 305-295-4338 email: Sanders-Stephen@MonroeCounty-Fl.gov or Cary Knight- phone: 305-292-4416 email: Knight-Cary@MonroeCounty-Fl.gov) and to arrange for inspection upon the completion of each segment. It shall be the responsibility of the project manager to initiate the communication with the Monroe County Engineering Division to facilitate the inspection of the segment of the project. The application for payment document must be certified through a statement signed by an officer of the organization and notarized, declaring that representations in the invoice are true and factual.

All payment requests must be submitted no later than **March 31, 2020**. Invoices received after **March 31, 2020** will not be considered for payment.

b.) If in-kind services were noted within your application, and you are applying them to this project, documentation shall be submitted to the TDC Administrative Office to show the receipt and application of in-kind donations of goods,

professional services, and materials. Said documentation should include invoices, bills of lading, etc., and be verified as received and applied to the project through a notarized statement of the project manager and said documentation submitted to the TDC Administrative Office. All submissions shall identify the items included in Exhibit A and Grantee shall complete the Application for Payment form which is provided within the payment/reimbursement packet. This document should be signed by the project manager.

The Project Manager shall certify delivery to the project site and installation therein of any goods or services provided other than through an architect, engineer or contractor. All work performed and goods received on site and incorporated into the project shall be verified by one of the foregoing. Submission of any documentation which is untrue, falsified, or otherwise misrepresents the work which has been completed, paid, or donated shall constitute a breach of agreement, for which the contract may be immediately terminated at the discretion of the County, whose decision shall be final.

c.) At any time that the documentation requirement policies of Monroe County are revised, such as to require annual inventory reports for equipment purchased under a TDC capital project grant, Grantee shall comply thereafter with such increased requirements, or further funding under the agreement may be terminated by County.

d.) Upon successful completion of this Grant agreement, the Grantee may retain ownership of the real and personal property acquired and/or improved with funding under this Grant agreement. However, the Grantee shall maintain, preserve, and operate the property which was acquired or improved under this agreement for the uses and purposes which qualified the Grantee for tourist development tax funding. Grantee shall complete and sign a Property Reporting Form upon request for personal property and forward said completed form to the TDC Administrative Office. Real property acquired or improved through funding under this agreement shall remain dedicated for the purposes set forth herein or for other purposes which promote tourism and ownership of said property shall be retained by the Grantee. The following terms shall apply:

(i) The Grantee shall have the use of the property, including both real and personal, acquired with funding under this agreement, at the project site for so long as the facility is operated by Grantee, open to the public, and has a primary purpose of promoting tourism. At such time as any of the conditions in the preceding sentence shall cease to exist, the Grantee shall transfer ownership and possession of equipment and personal property to a local government or another not-for-profit organization which is a facility for which tourist development taxes may be used pursuant to Florida Statute 125.0104 with prior approval from TDC and BOCC.

(ii) At any time that the Grantee: (a) elects to stop the project or otherwise decide not to place into service for tourist-related purposes the facility acquired, constructed, or renovated with tourist development tax funding, (b)

demolishes the project facility or divests itself of ownership or possession of the real property, or (c) ceases the use of the property with a primary purpose of promoting tourism, Grantee shall, pursuant to the formula set forth hereafter, refund to the County the Tourist Development funding. This provision shall survive the termination date of all other provisions of this contract for a period of ten years. Should the demolition, transfer of ownership, or change to a non-tourist related purpose occur, the amount of refund shall be pro-rated based on a useful life of ten (10) years.

(iii) The Grantee is responsible for the implementation of adequate maintenance procedures to keep the real and personal property in good operating condition.

(iv) The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, real or personal property or equipment purchased through funding under this agreement.

4. **RECORDS AND REPORTS.** The Grantee shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies. The Grantee shall also provide such access to the personal Property and equipment purchased under this agreement. It is the responsibility of the Grantee to maintain appropriate records in accordance with generally accepted accounting principles consistently applied to insure a proper accounting of all funds and expenditures. The Grantee understands that it shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives. If an audit determines that monies paid to the Grantee pursuant to this agreement were spent for purposes not authorized by this agreement, the Grantee shall repay the monies together with interest calculated pursuant to Sec. 55.03, F.S. running from the date the monies were paid to Grantee. In the event of an audit exception, the current fiscal year grant award or subsequent grant awards will be offset by the amount of the audit exception. In the event the grant is not renewed or supplemented in future years, the Grantee will be billed by the Grantor for the amount of the audit exception and shall promptly repay any audit exception.

a.) **Public Access.** The County and Grantee shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Grantee in conjunction with this agreement; and the County shall have the right to unilaterally cancel this agreement upon violation of this provision by Grantee.

5. **MODIFICATIONS AND AMENDMENTS.** Any and all modifications of the terms of this agreement shall be only amended in writing and approved by the Board of County Commissioners for Monroe County. The terms, covenants, conditions, and provisions of

this agreement shall bind and inure to the benefit of the County and Grantee and their respective legal representatives, successors, and assigns.

6. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the Grantee is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed as to find the Grantee or any of its employees, contractors, servants or agents to the employees of the Board of County Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges or benefits of employees of Monroe County.

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

7. COMPLIANCE WITH LAW. In carrying out its obligations under this agreement, the Grantee shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of this agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this agreement and shall entitle the Grantor to terminate this agreement immediately upon delivery of written notice of termination to the Grantee.

8. RESTRICTIONS ON AGREEMENTS ENTERED PURSUANT TO THIS AGREEMENT. The Grantee shall include in all agreements funded under this agreement the following terms:

a.) **Anti-discrimination.** Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this agreement because of their race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

b.) **Anti-kickback.** Contractor warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Contractor has any interest, financially or otherwise, in the County. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee. Contractor acknowledges that it is aware that funding for this agreement is available at least in part through the County and that violation of this paragraph may result in the County withdrawing funding for the project.

c.) **Hold harmless/indemnification.** Contractor acknowledges that this agreement is funded at least in part by the County and agrees to indemnify and hold

harmless the County and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments (collectively claims) arising directly or indirectly from any negligence, wrongful acts or omissions or criminal conduct on the part of contractor in the performance of the terms of this agreement. The contractor shall immediately give notice to the County of any suit, claim or action made against the contractor that is related to the activity under this agreement, and will cooperate with the County in the investigation arising as a result of any suit, action or claim related to this agreement.

d.) Insurance. Contractor agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the contractor and the County from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the contractor for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by contractor of the obligations set forth in this agreement. The following coverage's shall be provided:

1. Workers' Compensation insurance as required by Florida Statutes.
2. Commercial General Liability Insurance with minimum limits of \$500,000 per occurrence for bodily injury, personal injury and property damage.
3. Comprehensive Auto Liability Insurance with minimum limits of \$300,000 combined single limit per occurrence.

The contractor, the County and the TDC shall be named as additional insured on insurance policies, except workers' compensation. The policies shall provide no less than 30 days' notice of cancellation, non-renewal or reduction of coverage.

At all times during the term of this agreement and for one year after acceptance of the project, contractor shall maintain on file with the County a certificate of insurance showing that the aforesaid insurance coverage are in effect.

e.) Licensing and Permits. Contractor warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, county or city.

f.) Right to Audit. The contractor shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies.

9. HOLD HARMLESS/INDEMNIFICATION. Grantee and County are subdivisions as defined in 768.28, Florida Statutes, and each party agrees to be fully responsible for the respective negligent acts and omissions of its agents or employees to the extent permitted

by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as a consent by a state agency or subdivision of the State of Florida to be sued by third parties in any manner arising out of this agreement or any other contract. Subject to 768.28, the Grantee hereby agrees to indemnify and hold harmless the BOCC/TDC and the 3406 North Roosevelt Blvd. Corporation or any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments arising directly or indirectly under this agreement. The Grantee shall immediately give notice to the Grantor of any suit, claim or action made against the Grantor that is related to the activity under this agreement, and will cooperate with the Grantor in the investigation arising as a result of any suit, action or claim related to this agreement.

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

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

10. **NONDISCRIMINATION.** County and Grantee agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Grantee agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health

Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

11. **ANTI-KICKBACK.** The Grantee warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County or TDC has any interest, financially or otherwise, in the said funded project, except for general membership. For breach or violation of this warranty, the Grantor shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

12. **TERMINATION.** This agreement shall terminate on **March 31, 2020**. Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the continuation of this agreement pursuant to the terms specified herein, this agreement may then be terminated immediately by written notice of termination delivered in person or by mail to Grantee. The Grantor may terminate this agreement without cause upon giving written notice of termination to Grantee. The Grantor shall not be obligated to pay for any services or goods provided by Grantee after Grantee has received written notice of termination.

13. **TERMINATION FOR BREACH.** The Grantor may immediately terminate this agreement for any breach of the terms contained herein. Such termination shall take place immediately upon receipt of written notice of said termination. Any waiver of any breach of covenants herein contained to be kept and performed by Grantee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Grantor from declaring a forfeiture for any succeeding breach either of the same conditions or of any other conditions. Failure to provide Grantor with certification of use of matching funds or matching in-kind services at or above the rate of request for reimbursement or payment is a breach of agreement, for which the Grantor may terminate this agreement upon giving written notification of termination.

14. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the Grantee and the Grantor.

15. **GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES.** This agreement shall be governed by and construed in accordance with the laws of the State of

Florida applicable to contracts made and to be performed entirely in the state. This agreement is not subject to arbitration. Mediation proceedings initiated and conducted pursuant to this agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

a.) **Venue.** In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this agreement, the County and Grantee agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

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

c.) **Attorney's Fees and Costs.** The County and Grantee agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings.

d.) **Adjudication of Disputes or Disagreements.** County and Grantee agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this agreement or by Florida law. This agreement shall not be subject to arbitration.

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

16. ETHICS CLAUSE: Grantee warrants that he has not employed, retained or otherwise had act on his behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the Grantor may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee. The County and Grantee warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of the provision, the Grantee agrees that the County shall have the right to terminate this agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

a.) **Covenant of No Interest.** County and Grantee covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this agreement, and that only interest of each is to perform and receive benefits as recited in this agreement.

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

17. PUBLIC ENTITY CRIME STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this document grantee warrants that it is in compliance with this paragraph.

18. AUTHORITY: Grantee warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described. Each of the signatories for the Grantee below certifies and warrants that the Grantee's name in this agreement is the full name as designated in its corporate charter (if a corporation); they are empowered to act and contract for the Grantee; and this agreement has been approved by the Board of Directors of Grantee or other appropriate authority.

19. LICENSING AND PERMITS: Grantee warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, county or city.

20. INSURANCE: Grantee agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the Grantee and the Grantor from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the Grantee for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by Grantee of the obligations set forth in this agreement. At all times during the term of this agreement and for one year after acceptance of the project, Grantee shall maintain on file with the Grantor a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers' Compensation insurance as required by Florida Statutes.
2. Commercial General Liability Insurance with minimum limits of \$500,000 Combined Single Limit (CSL) If split limits are provided, the minimum limits acceptable shall be \$250,000 per Person \$500,000 per occurrence \$50,000 property damage.
3. Comprehensive Auto Liability Insurance with minimum limits of \$300,000 combined single limit per occurrence.

The policies shall provide no less than 30 days notice of cancellation, non-renewal or reduction of coverage. Grantee shall provide to the County, as satisfactory evidence of the required insurance, including the insurance policy application and either:

- Original Certificate of Insurance, OR
- Certified copy of the actual insurance policy, OR
- Certificate of Insurance e-mailed from Insurance Agent/Company to County Risk Management - Telephone Maria Slavik at (305) 295-3178 for details (Certificates can be e-mailed directly from the insurance agency to: Slavik-Maria@MonroeCounty-FL.Gov – The e-mail must state that this is a certificate for a TDC project and should be forwarded to Ammie Machan at the TDC administrative office)

An original certificate or a certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the BOCC prior to the contract being executed by the Clerk's office. The Insurance policy must state that the Monroe County BOCC and Monroe County TDC is the Certificate Holder for this contract (certificate only for workers' compensation coverage). Insurance information should be mailed to:

Monroe County Board of County Commissioners
c/o Risk Management
P.O. Box 1026

21. **NOTICE.** Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested to the following:

For Grantee: James Scholl
City of Key West
1300 White St.
Key West, FL 33040

For Grantor: Maxine Pacini
Monroe County Tourist Development Council
1201 White Street, Suite 102
Key West, FL 33040

and

Ms. Christine Limbert-Barrows, Asst. County Attorney
P.O. Box 1026
Key West, FL 33041-1026

22. **CLAIMS FOR FEDERAL OR STATE AID.** Grantee and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this agreement. Any conditions imposed as a result of funding that effect the Project will be provided to each party.

23. **NON-DELEGATION OF CONSTITUTIONAL OR STATUTORY DUTIES.** This agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

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

25. ATTESTATIONS. Grantee agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

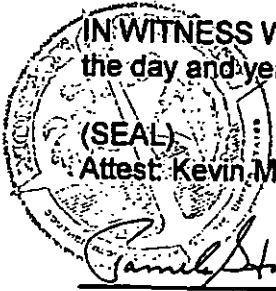
26. FORCE MAJEURE. The Grantee shall not be liable for delay in performance or failure to complete the project, in whole or in part, due to the occurrence of any contingency beyond its control or the control of its contractors and subcontractors, including war or act of war whether an actual declaration thereof is made or not, act of terrorism impacting travel in the United States, insurrection, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, storm, flood, drought or other act of God, or act of nature (including presence of endangered animal species which cannot be timely removed in a safe manner) or any act of any governmental authority which prohibits the project from proceeding as described in the scope of services and incorporated references and which the Grantee has exercised reasonable care in the prevention thereof. However, lack of planning for normal and expected weather conditions for the time of year the project is to be executed shall not constitute an act of God excusing a delay. Any delay or failure due to the causes stated shall not constitute a breach of the agreement; however, the Grantor shall have the right to determine if there will be any reduction to the amount of funds due to the Grantee after consideration of all relevant facts and circumstances surrounding the delay in performance or failure to complete the project within the contract period. Upon demand of TDC or Grantor, the Grantee must furnish evidence of the causes of such delay or failure. Grantor shall not pay for any goods received or services provided after the date(s) described in paragraph 1 and Scope of Services.

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

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

29. MISCELLANEOUS: As used herein, the terms "contract" and "agreement" shall be read interchangeably.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.



(SEAL)
Attest: Kevin Madok, Clerk

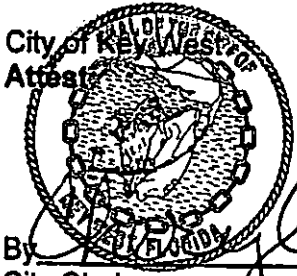
Samuel Starnes
Deputy Clerk

Board of County Commissioners
of Monroe County

Sylvia J. Murphy
Mayor/Chairman

FILED FOR RECORD
2019 FEB - 1 PM 1:11

CLERK OF
MONROE COUNTY, FL



City of Key West
Attest:

By: *Cheryl Smith*
City Clerk
Cheryl Smith
Print Name
Date: 1-3-19

By: *Teri Johnston*
Mayor/
Teri Johnston
Print Name
Date: 1-2-19

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Christine Limbert-Barrows
CHRISTINE LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
DATE: 1/4/19

EXHIBIT A

NAME OF ENTITY: City of Key West

NAME OF PROJECT: Rest Beach Enhancements

NUMBER OF SEGMENTS TO PROJECT: 1

Note: County signoff and submission for reimbursement only allowed after completion of each segment as documented in this exhibit. Grantee must apply for reimbursement utilizing the 'Application for Payment' form included within the Payment/Reimbursement Kit.

<p>Segment #: <u>1</u></p> <p><u>Description:</u> Materials, equipment and labor required to:</p> <ul style="list-style-type: none">• Construct three (3) new shelters at Rest Beach and install four (4) new permanently installed picnic tables• Produce design plans and Construction Engineering Inspection <p>(In order for this segment to be reimbursed, acknowledgement of TDC funding must be in place and proof in the form of pictures provided with submission for reimbursement of this segment. This acknowledgement shall not be covered as part of the TDC reimbursement – see contract paragraph 2)</p>	<p><u>Total Cost: \$35,000</u></p> <p><u>In-Kind:</u> No in-kind will be used towards reimbursement of this project.</p>	<p><u>TDC portion: \$35,000</u></p>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/07/2018

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

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

PRODUCER World Risk Management LLC a member of: Ballator Insurance Group 20 N Orange Ave Ste 500 Orlando FL 32801		CONTACT NAME: Jennifer Jennings PHONE (A/C, No, Ext): (407) 445-2414 FAX (A/C, No): (407) 445-2868 E-MAIL ADDRESS: Jennifer.Jennings@wrmlc.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Public Risk Management of Florida	NAIC # 58159
INSURED		INSURER B:	
City of Key West		INSURER C:	
PO Box 1409		INSURER D:	
1300 White St		INSURER E:	
Key West FL 33040		INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1892101448 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL/SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PRM018-005-073	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ Self Insured Retention: \$ 100,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Col Deductible \$ 1,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comprehens <input checked="" type="checkbox"/> Collision		PRM018-005-073	10/01/2018	10/01/2019	EACH OCCURRENCE \$ AGGREGATE \$ RETENTION \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	PRM018-005-073	10/01/2018	10/01/2019	

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

RE: TDC Project
 With respects to the listed coverages held by the named insured, as evidence of insurance.

APPROVED BY RISK MANAGEMENT
 BY *[Signature]*
 DATE 12-13-18
 WAIVER N/A YES

CERTIFICATE HOLDER**CANCELLATION**

Monroe County Board of County Commissioners c/o Risk Management P.O. Box 1026 Key West FL 33041	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>
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MONROE COUNTY TOURIST DEVELOPMENT COUNCIL

REIMBURSEMENT PACKET

CAPITAL PROJECT FUNDING

City of Key West
Rest Beach Enhancements
\$35,000.00



2019

REIMBURSEMENT REQUEST COVER SHEET

Mail or deliver completed reimbursement requests to the following address:

Monroe County Tourist Development Council
1201 White Street (Suite 102)
Key West, FL 33040

Name of Organization: City of Key West

Name of Project: Rest Beach Enhancements

\$ 35,000.00

Contract ID: 2287

Project Expiration Date: March 31, 2020

Line Item Number: 117 77040 530340 TK97357X 530340

Check # or Name of Credit Card Used	Check or Credit Card Date	Payee	Reason	Amount Paid
A) Total of Above Submissions:				
B) Total of Prior Payments:				
C) Total Requested and Paid (A+B):				
D) Total Contract Amount:				\$35,000.00
E) Balance of Contract (D-C):				

Extra expenditure listing sheets are available for your use at the back of this packet – please insert behind page 1 if needed.

ID#:

ATTACHMENTS AND CHECK LIST
(Complete and Submit with Reimbursement Request)

- I am the President of the Organization or the Project Manager listed within the signed Agreement (If this has changed please contact the TDC office immediately (305-296-1552 and ask for Ammie Machan or Maxine Pacini).
- I have reviewed Exhibit A of the Agreement and there are no changes (Contact the TDC office immediately if there are differences between Exhibit A and the work you have completed (305-296-1552 and ask for Ammie Machan or Maxine Pacini).
- I am submitting for Segment # ____ of ____ (Refer to Exhibit A).
- I understand that I will only be reimbursed for costs directly related to items listed in Exhibit A. The TDC does not pay for telephone charges; mailing or postage costs; travel expenses such as airline tickets, gas, rental cars, etc. I will contact the TDC office ahead of reimbursement if I have any questions regarding my submission.
- I have paid 100% of the segment or project cost up front to the entity completing work and have enclosed invoices and proof of payment to that entity in the form of a copy of the check with bank statement showing check has cleared; or credit card statement showing payment made – credit card used must be in the name of the organization who the agreement is entered into.
- My project amount exceeded \$50,000 and I am including backup to show that I followed the bidding/procurement guidelines of Monroe County or a notarized statement as to why this was unobtainable. (TDC Capital Project Competitive Solicitation Guidelines can be viewed at www.monroecounty-fl.gov/tdc).
- My project cost was under \$50,000 and I am submitting 2 quotes which I received for the work completed or a notarized statement as to why this was unobtainable.
- I have attached copies of all contracts with contractors and sub-contractors.
- I have enclosed before and after pictures of the completed project.
- I will permanently display and maintain at my organizations own expense, public acknowledgement of the support of the Monroe County Tourist Development Council in a publicly prominent area of the facility in the following form: "This project was made possible with the financial support of the Monroe County Tourist Development Council." A photograph of said acknowledgment is attached.
- I have completed the Reimbursement Request Cover Sheet and have securely attached all of the above mentioned documents.
- I have contacted the Monroe County Engineering Department at the number listed in my Agreement and they have inspected my project and signed off approval. I have attached the signed approval as part of my reimbursement packet.
- I have attached a notarized verification statement to this request for reimbursement.

REVIEW AND APPROVAL BY MONROE COUNTY ENGINEERING DEPARTMENT

(Must be completed before submitting for reimbursement)

I certify that as a representative of the Monroe County Engineering Department, I have reviewed and inspected the segment(s) of the project outlined under this request for reimbursement and it is my determination that the scope of services outlined in Exhibit A have been met.

Authorized Signature Representing Monroe County Engineering Department

Printed Name

Date of Inspection

VERIFICATION

(To be completed by the President of the Organization or Project Manager; notarized and returned with submission for reimbursement)

I swear and certify that the information contained within this submission for reimbursement is true and correct, and that I am the duly authorized representative of this capital project submission.

President or Project Managers Name (Printed)

Signature of President or Project Manager

Sworn to and subscribed before me this ____ day of _____, 20__ by
_____ who is personal known to me _____ or produced a form of
Identification _____.

Notary Public

My Commission Expires: _____

Notary Stamp:

APPLICATION FOR CAPITAL PROJECT FUNDING

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

- District I:** Key West - (shall encompass the city limits of Key West)
- District II:** Lower Keys - (city limits of Key West to west end of Seven Mile Bridge)
- District IV:** Islamorada - (between Long Key Bridge and Mile Marker 90.939)
- District V:** Key Largo - (from Mile Marker 90.940 to the Dade/Monroe County line and any portions of mainland Monroe County)

APPLICANT ORGANIZATION: City of Key West
(Registered business name exactly as it appears on www.sunbiz.org). Attach as **Exhibit A**

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER OF APPLICANT'S ORGANIZATION:
59-6000346

DESIGNATED PROJECT CONTACT PERSON:

(Please note that the TDC Administrative Office conducts most of its correspondence, including agreement and reimbursement material by email, so the person listed below should be able to accept responsibility for receipt of this information).

Name & Title: James K. Scholl

Telephone/mobile no.: 305-809-3888

E-mail: jscholl@cityofkeywest-fl.gov

Address: 1300 White Street
Key West, Florida 33040

TYPE OF APPLICANT: Non-Profit Governmental Entity

PROJECT TITLE: Rest Beach Enhancements

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

1300 Atlantic Boulevard
RE #00064630-000000

WEBSITE FOR FACILITY: www.cityofkeywest-fl.gov

WHICH OF THE FOLLOWING APPLIES TO YOUR FACILITY?

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

WHICH OF THE FOLLOWING BEST DESCRIBES YOUR FACILITY?

- Convention Center Sports Stadium Sports Arena Coliseum
 Auditorium Aquarium Museum Zoological Park
 Nature Center Fishing Pier *Beach or Beach Park Facility, channel, estuary or lagoon
 Public facilities in accordance with conditions set forth in F.S. 125.0104(5)(a)(6)

WHICH OF THE FOLLOWING APPLIES TO YOUR PROJECT?

- Acquire Construct Extend Enlarge Remodel
 Repair Improve

***IF YOU CHECKED THE BOX FOR BEACH OR BEACH PARK FACILITY, WHICH OF THE FOLLOWING APPLIES?** There are no funds available for Beach/Beach Park Facilities, channels, estuary or lagoons in DAC V

- Improvement Renourishment Restoration Erosion control
 Maintenance Construct Repair

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

- Yes No

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

Please only complete the section of page 10 which corresponds to your type of application

Non-Profit Organizations

Payment may be up to 75% reimbursement of the total cost of each segment of the project, subject to the maximum reimbursement amount of expenditures for each segment (if the project work is segmented) as set forth in the agreement. Applicant must be prepared to pay the entire cost of each segment of work in advance of seeking the up to 75% reimbursement. For purposes of this application no more than fifty percent (50%) of out of pocket cost for non-profits shall be of in-kind services and materials, and no in-kind services shall be reimbursed. If the TDC Funds Requested are allocated at less than 75% of the total project cost, only then may the organization request to allow additional in-kind services after submission of the application, which must be entered into your final agreement. The project may be broken down into 2 or 3 segments. When one segment is completed, reimbursement of the TDC portion of that completed segment cost can be applied for through the TDC. For acquisition of property see important information on page 5.

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

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

Governmental Entities

Payment may be up to 100% reimbursement of the total cost of each segment of the project, subject to the cap on expenditures for that segment as set forth in the agreement. Applicant must be prepared to pay the entire cost of each segment in advance of seeking up to 100% reimbursement. The project may be broken down into 2 or 3 segments. For acquisition of property see important information on page 5.

Total Project Cost:	TDC Funds Requested: (Up to 100% of Total Project Cost)	Governmental Agency Out of Pocket Cost (Total Project Cost less TDC Funds Requested)	I have highlighted the line item in budget for this specific project. Enclose portion of line item budget as proof of funding for Exhibit B <input checked="" type="checkbox"/>
\$53,000	\$53,000	\$ _____	

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

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

Item	Cost
Shelter Design/CEI	\$ 3,000
Construct 3 new shelters	\$30,000
Add 4 new picnic tables	\$20,000
Total Project Estimate	\$53,000

1. Use:

a) Original use of structure and date of construction:

Rest Beach was a natural beach renourished in 1995 for tourism purposes

b) Present use:

Rest Beach is presently a public beach with a concrete capped seawall to prevent beach erosion

c) Proposed use:

Proposed use is to continue to be used as a public beach

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

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

Property is not listed in the National Register

All Capital projects funded by the TDC shall be owned and operated by a governmental entity or non-profit organization. Applicant shall provide proof of property ownership, long-term lease or *Monroe County Tourist Development Council FY 2019 2nd Round Capital Project Application*

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

2. Ownership or other interest in property by applicant:

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

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

N/A

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

N/A

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

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

Local Ordinance, Municipal Code Section 26-65 prevents vehicle access to Rest Beach. The beach is under a State of Florida Department of Environmental Protection approved Management Plan. FDEP Rules prohibit non-public use.

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

The property is in City ownership and control and therefore is not threatened.

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

FDEP approval required if within 50' of mean high water line.

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

Yes No

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

Rest Beach has been a public beach since it was renourished in 1995 and considered in all City and County Concurrency Requirements and Local Land Use Comprehensive Plans. The proposed project is an enhancement to the beach which will provide new shelters and picnic tables. Permits required: City Building, SFWMD, FDEP if within 50' of mean high water line.

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

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

d) Indicate whether or not the project will be accessible to the handicapped per Chapter 553, Part V, Florida Statutes and the Americans with Disabilities Act, Public Law 1012-336.

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

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

The City has an extensive public recycling program. For specific reference please see the City Code Section 58. The recycling program is managed under contract by Waste Management, Inc.

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

Rest Beach is open to the public 7am to 11pm daily. Based on observations, review of tourism statistics, and studies including "Linking the Economy and the Environment of Florida Keys/Key West June 2010" we estimate that 495,000 visitors a year utilize the beach. This represents 25% of the over 2 million annual visitors to the City of Key West each year.

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

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

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

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

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

Also, list any specific factors or problems which contribute to the present condition of the property.

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

- | | |
|---|---|
| <input type="checkbox"/> Not yet initiated | <input type="checkbox"/> Initiated |
| <input checked="" type="checkbox"/> Schematics complete | <input type="checkbox"/> Design development completed |
| <input type="checkbox"/> Construction documents completed | <input type="checkbox"/> Permits have been obtained (if required) |

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

To be determined

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

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

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

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

The City Department of Community Services is responsible for maintaining these facilities. The cost of maintenance and operations are funded in the City's Annual Budget each year during the normal budget preparation process.

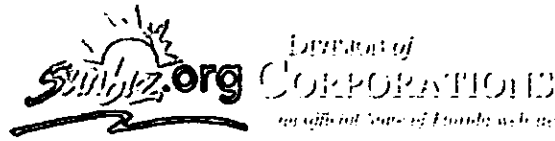
13. Estimated completion date 09/30/2019

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

This project is part of the City's overall plan to have and maintain coastal and recreation facilities that are clean, attractive, and allow maximum usage by as many of the over 2 million visitors to the City each year. Studies indicate that nearly 25% of the 2 million visitors each year to Key West utilize beaches within the City. The beach is adjacent to the Trail Head of the Federal Rails to Trails and the State Overseas Heritage Trail which has State and National advertising and marketing programs.

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

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



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Not For Profit Corporation
THE CITY OF KEY WEST, INC.

Filing Information

Document Number	N13000007165
FE/EIN Number	38-3916807
Date Filed	08/07/2013
Effective Date	08/07/2013
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/02/2014

Principal Address

1300 White Street
KEY WEST, FL 33040

Changed: 02/09/2017

Mailing Address

1300 White Street
KEY WEST, FL 33040

Changed: 02/09/2017

Registered Agent Name & Address

SMITH, SHAWN D, ESQ
1300 White Street
KEY WEST, FL 33040

Address Changed: 02/09/2017

Officer/Director Detail

Name & Address

Title P

CATES, CRAIG
1300 White Street
KEY WEST, FL 33040

Title B

LOPEZ, CLAYTON
1300 White Street
KEY WEST, FL 33040

Title B

Kaufman, Samuel
1300 White Street
KEY WEST, FL 33040

Title B

Romero, Margaret
1300 White Street
KEY WEST, FL 33040

Title B

WARDLOW, WILLIAM
1300 White Street
KEY WEST, FL 33040

Title B

WEEKLY, JAMES
1300 White Street
KEY WEST, FL 33040

Title B

Payne, Richard
1300 White Street
Key West, FL 33040

Annual Reports

Report Year	Filed Date
2016	05/11/2016
2017	02/09/2017
2018	01/24/2018

Document Images

01/24/2018 - ANNUAL REPORT	View image in PDF format
02/09/2017 - ANNUAL REPORT	View image in PDF format
05/11/2016 - ANNUAL REPORT	View image in PDF format
01/27/2015 - ANNUAL REPORT	View image in PDF format
10/02/2014 - REINSTATEMENT	View image in PDF format
08/07/2013 - Domestic Non-Profit	View image in PDF format

2018 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N13000007165

Entity Name: THE CITY OF KEY WEST, INC.

Current Principal Place of Business:

1300 WHITE STREET
KEY WEST, FL 33040

Current Mailing Address:

1300 WHITE STREET
KEY WEST, FL 33040 US

FEI Number: 38-3916807

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

SMITH, SHAWN D ESQ
1300 WHITE STREET
KEY WEST, FL 33040 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title P
Name CATES, CRAIG
Address 1300 WHITE STREET
City-State-Zip: KEY WEST FL 33040

Title B
Name LOPEZ, CLAYTON
Address 1300 WHITE STREET
City-State-Zip: KEY WEST FL 33040

Title B
Name KAUFMAN, SAMUEL
Address 1300 WHITE STREET
City-State-Zip: KEY WEST FL 33040

Title B
Name ROMERO, MARGARET
Address 1300 WHITE STREET
City-State-Zip: KEY WEST FL 33040

Title B
Name WARDLOW, WILLIAM
Address 1300 WHITE STREET
City-State-Zip: KEY WEST FL 33040

Title B
Name WEEKLY, JAMES
Address 1300 WHITE STREET
City-State-Zip: KEY WEST FL 33040

Title B
Name PAYNE, RICHARD
Address 1300 WHITE STREET
City-State-Zip: KEY WEST FL 33040

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CRAIG CATES

PRESIDENT

01/24/2018

Electronic Signature of Signing Officer/Director Detail

Date

City of Key West
Annual Budget
Fiscal Year 2018/2019

Fund: 101 Infrastructure Surtax
 Department: 1900 Non-Departmental

Key	Object	Account Description	Category	FY 2015/2016 Actuals	FY 2016/2017 Actuals	FY 2017/2018 Adopted	FY 2017/2018 6 Mth Amnd	FY 2017/2018 6 Mth Actuals	FY 2018/2019 Dept Req	FY 2018/2019 CM Review	FY 2018/2019 CC Adopted
1011900	5191200	Regular Salaries & Wages		\$77,850	\$80,371	\$166,134	\$166,134	\$76,584	\$172,779	\$172,779	\$172,779
1011900	5191500	Special Pay		\$585	\$600	\$1,080	\$1,080	\$300	\$600	\$600	\$600
1011900	5192100	FICA Taxes		\$5,918	\$6,087	\$12,792	\$12,792	\$5,832	\$13,264	\$13,264	\$13,264
1011900	5192200	Retirement Contributions		\$2,393	\$4,666	\$9,968	\$9,968	\$4,449	\$10,367	\$13,822	\$13,822
1011900	5192300	Life & Health Insurance		\$11,567	\$11,996	\$25,284	\$25,284	\$5,723	\$26,994	\$26,994	\$26,994
Personnel Services				\$98,314	\$103,721	\$215,258	\$215,258	\$92,889	\$224,004	\$227,459	\$227,459
1011900	5193100	Professional Services		\$0	\$0	\$0	\$0	\$1,530	\$0	\$0	\$0
1011900	5193200	Accounting & Auditing		\$2,360	\$2,440	\$8,860	\$8,860	\$4,464	\$8,587	\$8,587	\$8,587
SHARE OF ANNUAL CITY AUDIT											
1011900	5193400	Other Contractual Service		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1011900	5194000	Travel & Per Diem		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1011900	5194100	Communications/Postage		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1011900	5194303	Wastewater		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1011900	5194600	Repairs and Maintenance		\$26,231	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1011900	5194900	Other Current Charges		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1011900	5195100	Office Supplies		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1011900	5195200	Operating Supplies		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Expenditures				\$28,591	\$2,440	\$8,860	\$8,860	\$5,994	\$8,587	\$8,587	\$8,587
1011900	5196100	Land		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1011900	5196200	Buildings		\$0	\$0	\$1,500,000	\$1,500,000	\$0	\$1,069,000	\$0	\$0
1011900	5196300	Infrastructure		\$845,425	\$1,413,742	\$1,133,572	\$1,133,572	\$65,266	\$2,585,000	\$1,061,877	\$1,114,877
IS19001602 - REST BEACH HARDENING (CARRY FORWARD \$912,202)											
IS19001603 - ATLANTIC AVE. RELOCATION (CARRY FORWARD \$8,600)											
IS19001701 - GLYNN ARCHER GYM REPAIRS (CARRY FORWARD \$779,000)											
NEW CIP - CITY HALL ENHANCEMENTS											
NEW CIP - REST BEACH ENHANCEMENTS											
1011900	5196400	Machinery & Equipment		\$71,655	\$68,156	\$73,866	\$73,866	\$0	\$0	\$0	\$0
GN1402 - CITY SOFTWARE (CARRY FORWARD \$375,607)											
Capital Outlay				\$917,080	\$1,479,898	\$2,707,438	\$2,707,438	\$65,266	\$3,654,000	\$1,061,877	\$1,114,877
1011900	5199100	Transfers		\$3,700,956	\$2,838,954	\$4,780,318	\$4,801,518	\$2,931,871	\$5,677,440	\$3,911,546	\$3,911,546
10% OF BUDGETED INFRASTRUCTURE SURTAX REVENUE TO GENERAL FUND											
TRANSFER TO CAPITAL PROJECTS FUND 303											

\$834,362
 \$264,246

**CITY OF KEY WEST
FY 18/19 CIP PROJECT DETAIL**

Exhibit B

Project No: TBD
Project Name: Rest Beach Enhancements
Location: Rest Beach - Atlantic Blvd
Department: Engineering
Account No: 101-1900-519-4600

Date: 08/02/18
Contact: J Bouquet
Project Start: 01/01/19
Project Complete: 09/30/19
Project Estimate: \$ 53,000
Project Funding to Date: \$ -

Project Description/Justification:

Construct 3 new shelters and add 4 new picnic tables to existing concrete pads on Rest Beach consistent with FDEP Management Plan.

Reasons for Funding Modification (if applicable):

Operating Impact:

Related Projects:

Project Phase Summary

Phase	Committed	FY18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	
Shelter Design/CEI		\$ 3,000					
Shelters		\$ 30,000					
Picnic Tables		\$ 20,000					
Total	\$ -	\$ 53,000	\$ -	\$ -	\$ -	\$ -	\$ 53,000

Funding Source Summary

Phase	Funded	FY18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	
TDC Grant		\$ 53,000					
Total	\$ -	\$ 53,000	\$ -	\$ -	\$ -	\$ -	\$ 53,000

Rest Beach
Existing Facilities

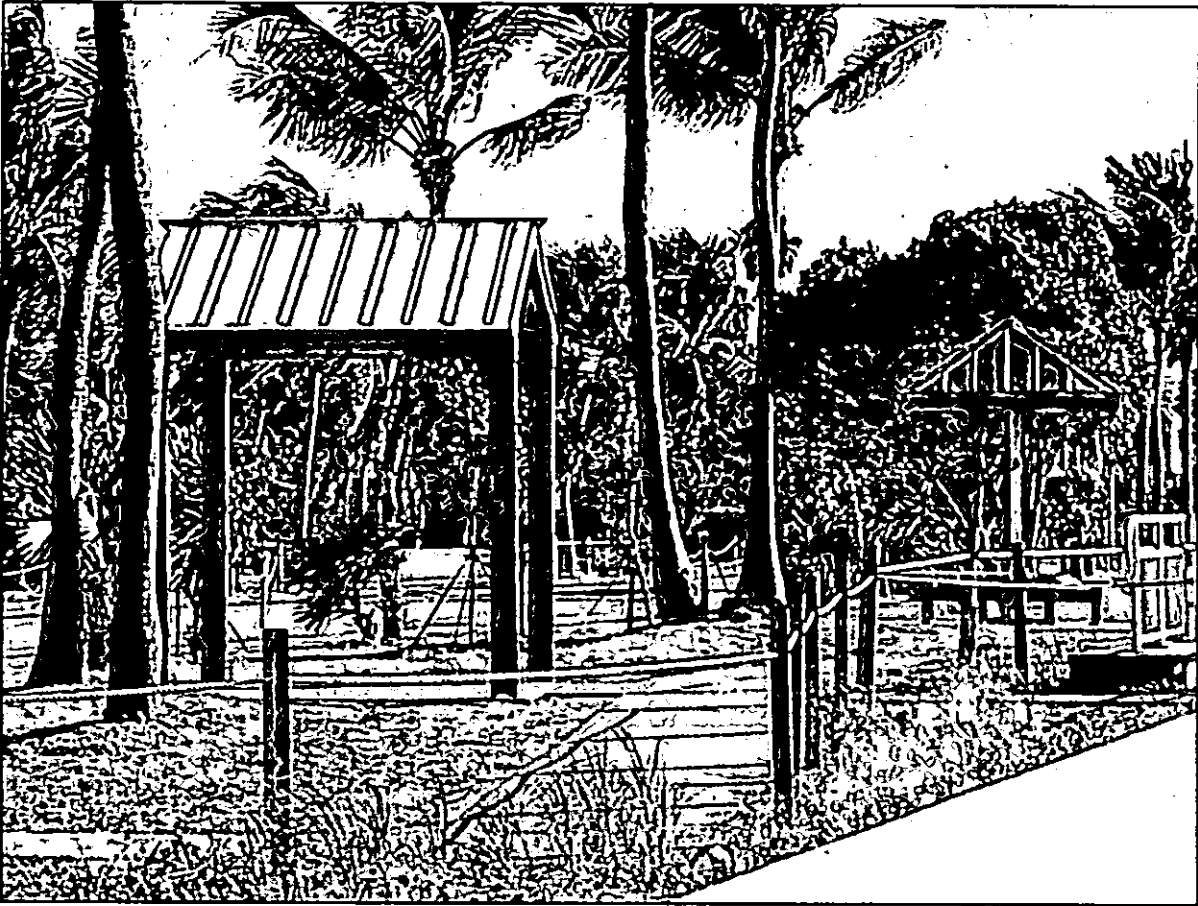
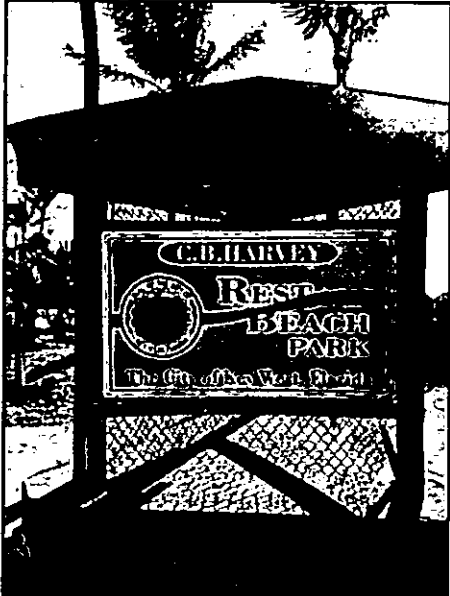


Exhibit C

Rest Beach
Existing Facilities

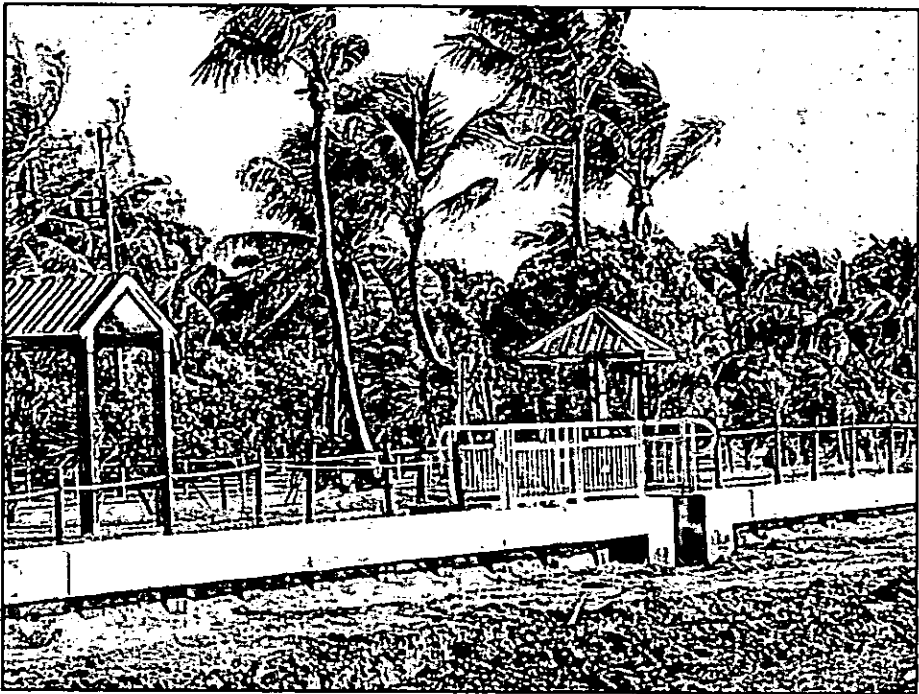
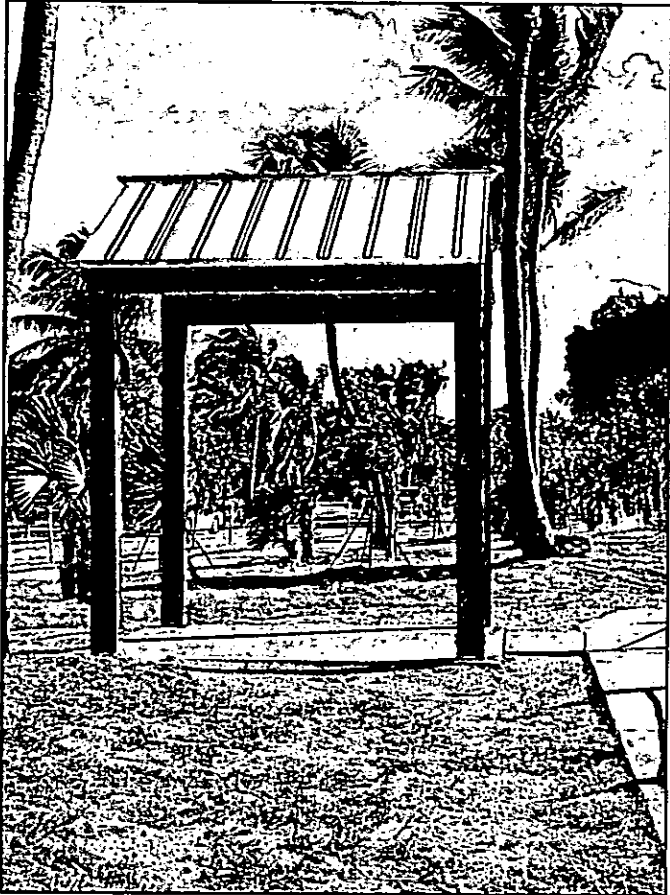


Exhibit C

Rest Beach
Existing Facilities

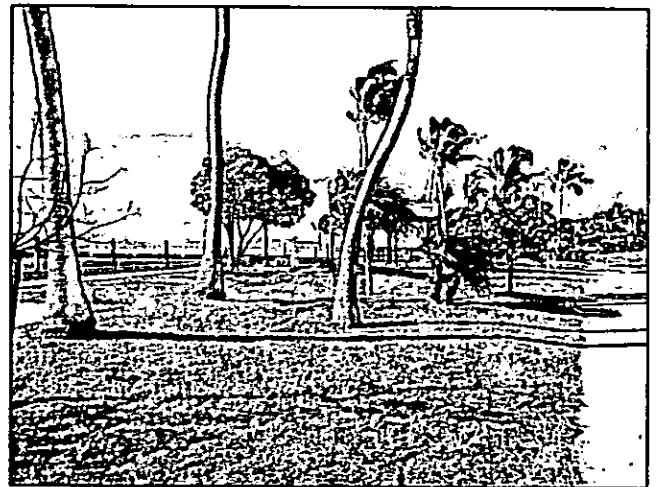
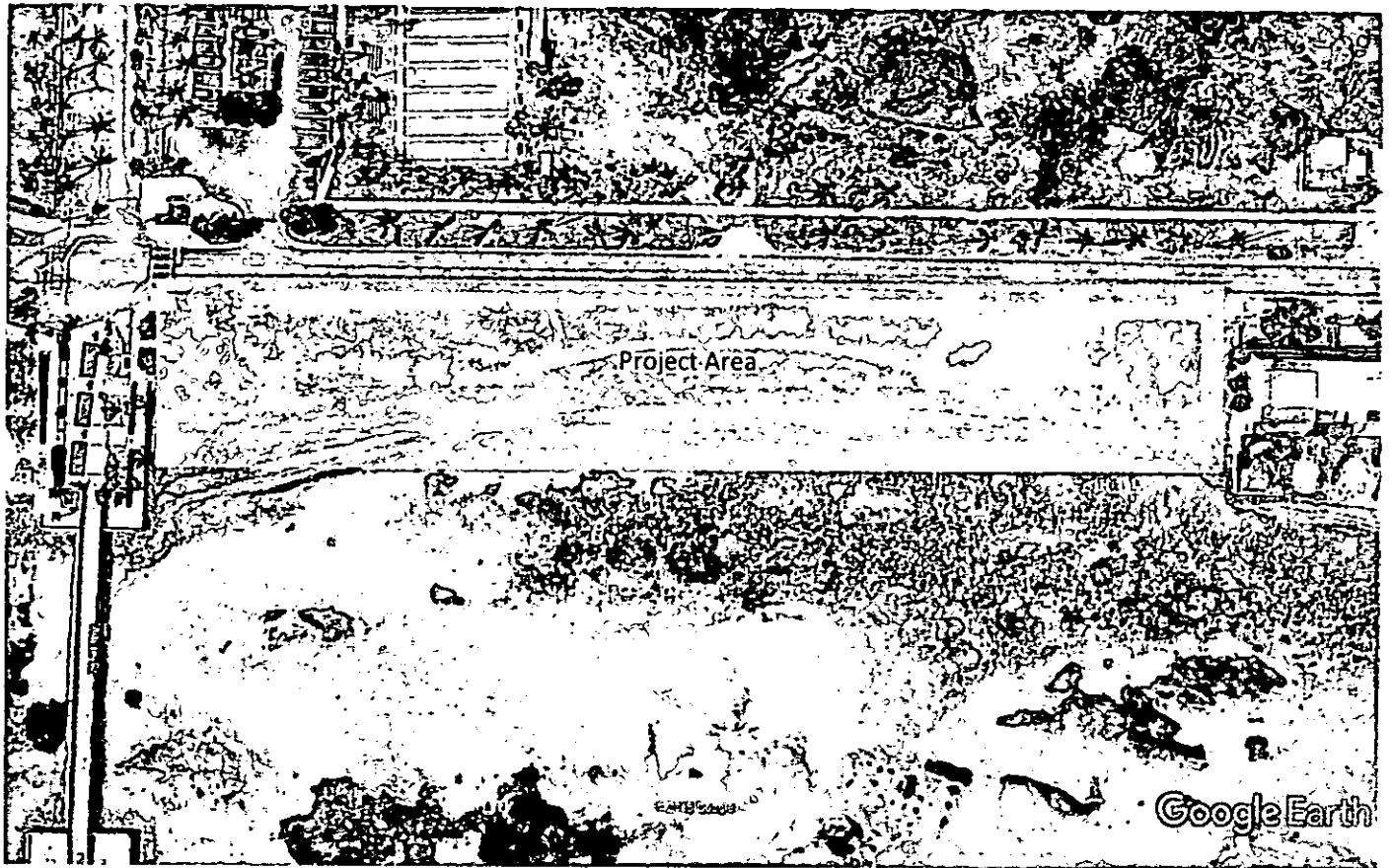


Exhibit C

Rest Beach
Location Map





Disclaimer

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.

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

Summary

Parcel ID 00064630-000000
 Account # 1065021
 Property ID 1065021
 Millage Group 10KW
 Location Address 1300 ATLANTIC Blvd, KEY WEST
 Legal Description KW PT OF TRACT 31 & PT LAND MARKED P OR37-57/59 OR564-409/10 OR785-142B/29 OR820-2300 OR852-2042/43F/J OR853-1245/47F/J OR976-2211/12
 (Note: Not to be used on legal documents)
 Neighborhood 32250
 Property Class STATE PARKS (8000)
 Subdivision
 Sec/Twp/Rng 05/68/25
 Affordable No
 Housing

Owner

BOARD OF TRUST OF IITF OF THE STATE OF FL
 3900 Commonwealth Blvd
 Tallahassee FL 32399

Valuation

	2018	2017	2016	2015
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$0	\$0	\$0	\$0
+ Market Land Value	\$8,464,329	\$8,464,329	\$8,464,329	\$8,464,329
= Just Market Value	\$8,464,329	\$8,464,329	\$8,464,329	\$8,464,329
= Total Assessed Value	\$8,464,329	\$8,464,329	\$8,464,329	\$8,464,329
- School Exempt Value	(\$8,464,329)	(\$8,464,329)	(\$8,464,329)	(\$8,464,329)
= School Taxable Value	\$0	\$0	\$0	\$0

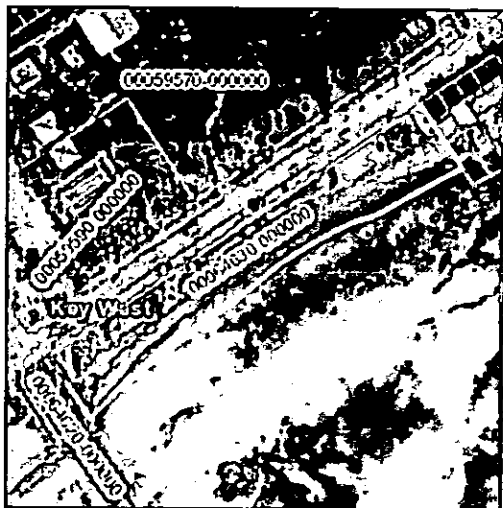
Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL EXEMPT (100E)	72,309.00	Square Foot	0	0

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
10/1/1980	\$250,000	Warranty Deed		820	2300	Q - Qualified	Vacant
4/1/1979	\$125,000	Conversion Code		785	1428	Q - Qualified	Vacant

Map



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

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the

Last Data Upload: 9/28/2018 2:23:38 AM

Developed by
Schnei
GEOSPA

Sec. 26-65. - Vehicles.

No person shall bring, drive, or park a vehicle upon a public beach except in designated parking areas.

(Code 1986, § 54.09(e))

Cross reference— Traffic and vehicles, ch. 70.

7

Sec. 10-246. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adjacent waters means the waters abutting a nesting area and extending 300 feet to either side of it and out to the limits of the city's property line.

Artificial light or *artificial lighting* means the light emanating from any manmade or man-controlled device.

Beach means the zone of unconsolidated material that extends landward from the mean low water line to the place where there is a marked change in the material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves.

Bug-type bulb means any yellow-colored incandescent lightbulb that is marketed as being specifically treated in such a way so as to reduce the attraction of bugs to the light.

Cumulatively illuminated means illuminated by numerous artificial light sources that as a group illuminate any portion of the beach.

Daylight hours means the locally effective time period between sunrise and sunset.

Hatchling means any species of marine turtle, within or outside of a nest, that has recently hatched from an egg.

Indirectly illuminated means illuminated as the result of the glowing element, lamp, globe or reflector of an artificial light source, which source is not directly visible to an observer on the beach.

Jurisdictional boundaries means the area on contiguous land within 300 feet of an identified or potential nesting area.

Mechanical beach cleaning means any mechanical means by which debris, including but not restricted to trash, litter, seaweed or seagrass wrack, is removed from the beach.

Nest means the area in and around a place in which sea turtle eggs are naturally deposited or relocated beneath the sediments of the beach.

Nesting area means both identified nesting areas and potential nesting areas.

Nesting area, identified, means any area where sea turtles have been or are currently nesting and the adjacent beach or other intertidal areas used for access by the turtles.

Nesting area, potential, means any area where sea turtle crawls have been observed that has suitable substrate for digging a nest which is accessible to the sea turtle.

Nesting season means the period from April 15 through October 31 of each year.

Permitted agent of the state means any qualified individual, group or organization possessing a permit from the state department of environmental protection to conduct activities related to sea turtle protection and conservation.

Sea turtle means any specimen belonging to the species *Caretta caretta* (loggerhead turtle), *Chelonia mydas* (green turtle), *Dermochelys coriacea* (leatherback turtle), *Eretmochelys imbricata* (hawksbill turtle) or any other marine turtle using city beaches as a nesting habitat.

Suitable substrate means any unconsolidated sediments of at least one foot in depth.

Tinted glass means any glass treated to achieve an industry approved, inside-to-outside light transmittance value of 45 percent or less. Such transmittance is measured as the percentage of visible light that is transmitted through the glass.

(Code 1986, § 53.26(a))

Cross reference— Definitions generally, § 1-2.

Sec. 10-247. - Prohibiting storage or placement of material in nesting area.

The storage or placement of any material, including but not limited to construction material, riprap, trash and debris, mulch or landscaping material, fill, vehicles, or boats, that has potential to impede movement of sea turtle hatchlings or adults between ocean and nesting areas or that may cover existing nests sites is strictly prohibited.

(Code 1986, § 53.26(b))

Sec. 10-248. - Standards for exterior artificial lighting.

(a)

To prevent exterior artificial lighting from illuminating the jurisdictional boundaries or adjacent waters during the sea turtle nesting season, the following measures shall be taken to reduce or eliminate the negative effects of existing exterior artificial light. Existing exterior artificial light fixtures within direct line of sight of the beach shall be designed, positioned modified or removed so that:

- (1) The point source of light or any reflective surface of the light fixture is not directly visible from the beach;
 - (2) The area within the jurisdictional boundaries is not directly or indirectly illuminated; and
 - (3) The area within the jurisdictional boundaries is not cumulatively illuminated.
- (b) Measures including, but not limited to, the following shall be taken to reduce or eliminate the negative effects of existing artificial beachfront lighting through appropriate design:
- (1) Positioning of fixtures so that the point source of light or any reflective surface of the light fixture is eliminated or is no longer visible from the beach.
 - (2) Replacement of fixtures having an exposed light source with fixtures containing recessed light sources or shields.
 - (3) Replacement of traditional lightbulbs with yellow bug-type bulbs not exceeding 50 watts or low-pressure sodium vapor lamps.
 - (4) Replacement of nondirectional fixtures with completely shielded directional fixtures that point down and away from the beach.
 - (5) Replacement of fixtures having transparent or translucent coverings with fixtures having opaque shields covering an arc of at least 180 degrees and extending an appropriate distance below the bottom edge of the fixture on the seaward side so that the light source or any reflective surface of the light fixture is not visible from the beach.
 - (6) Replacement of pole lamps with low-profile, low-level luminaries no higher than 48 inches off the ground, such as low-mounted wall fixtures, low bollards and ground level fixtures, so that the light source or any reflective surface of the light fixture is not visible from the beach.
 - (7) Replacement of incandescent, fluorescent and high-intensity lighting with the lowest wattage low-pressure sodium vapor lighting possible for the specific application.

- (8) Planting or improvement of landscape vegetative buffers in compliance with the city's land development regulations between the light source and the beach to screen light from the beach.
- (9) Construction of ground level barriers in compliance with the city's land development regulations to shield light sources from the beach.
- (10) Limitation of exterior lights used expressly for safety or security purposes.
- (11) Permanent removal of all floodlights, uplights or spotlights used for decorative or accent purposes.
- (12) Permanent removal or disabling of any fixture which cannot be brought into compliance with this article.
- (13) Shielding or modification of any existing lighted sign pursuant to the land development regulations such that it is not directly visible from the beach.

(Code 1986, § 53.26(c))

Sec. 10-249. - Standards for interior artificial lighting.

To prevent interior artificial lighting from illuminating the jurisdictional boundaries or adjacent waters during the sea turtle nesting season, measures including but not limited to the following shall be taken to reduce or eliminate the negative effects on interior light emanating from doors and windows within line of sight of the beach:

- (1) Use of window treatments such as blackout draperies, shade screens or blinds to shield interior lights from the beach.
- (2) Application of window tint or film that meets the standards for tinted glass.
- (3) The turning off of all unnecessary interior lights.
- (4) Arrangement of lamps and other moveable light fixtures away from windows.

(Code 1986, § 53.26(d))

Sec. 10-250. - Standards for mechanical beach cleaning.

All mechanical beach cleaning activities designed to remove debris from the beach through the use of motorized vehicles or other mechanical means shall comply with the following standards:

- (1) *Timing.* Beach cleaning shall be confined to daylight hours during the sea

turtle nesting season.

- (2) *Mode of operations.* During the sea turtle nesting season:
 - a. Beach cleaning operations shall be limited to the area seaward of the strand line (previous high tide mark).
 - b. Lightweight motorized vehicles having wide, low-profile, low-pressure tires or hand raking shall be used to conduct beach cleaning operations.
 - c. Devices used for removing debris from the beach shall be designed and/or operated such that they do not penetrate the beach substrate by more than two inches.
 - d. Operators shall be educated to identify a sea turtle crawl (turtle tracks), recognize and avoid a sea turtle nest, and report nests and/or crawls to a permitted agent of the state.
- (3) *Coordination of beach cleaning operations with state-sanctioned scientific studies.* All beach cleaning operations shall be coordinated through the state to ensure that these operations do not interfere with state-sanctioned scientific studies or surveys of sea turtle nesting activities.

(Code 1986, § 53.26(e))

Sec. 10-251. - Protection from predation.

No predatory pets or pets likely to have a potential for being disruptive or damaging to nesting sea turtles, hatchlings or nests shall be allowed to roam loose and unsupervised within the jurisdictional boundaries during the nesting season. Such pets include, but are not limited to, dogs, cats, snakes, lizards or iguanas, ferrets and pigs. Feeding of raccoons, opossums and other wild animals within the jurisdictional boundaries shall be prohibited.

(Code 1986, § 53.26(f))

Sec. 10-252. - Education program.

The city manager shall develop a sea turtle protection education program for the benefit of the public. The program shall include an education-based response by the city toward any person who is found to be in violation of this article.

(Code 1986, § 53.26(g))

Sec. 10-253. - Cooperation from electric system.

The city manager is authorized to transmit a copy of this article to the city electric system and to strive to obtain its cooperation in the performance of the terms of this article.

(Code 1986, § 53.26(h))

Exhibit J

SURVEYORS NOTE:

THIS IS SHEET 2 OF 4. FOR LEGAL DESCRIPTION NOTES, ABBREVIATIONS, LOCATION MAP AND ETCETERA PLEASE SEE SHEET 1 OF 4

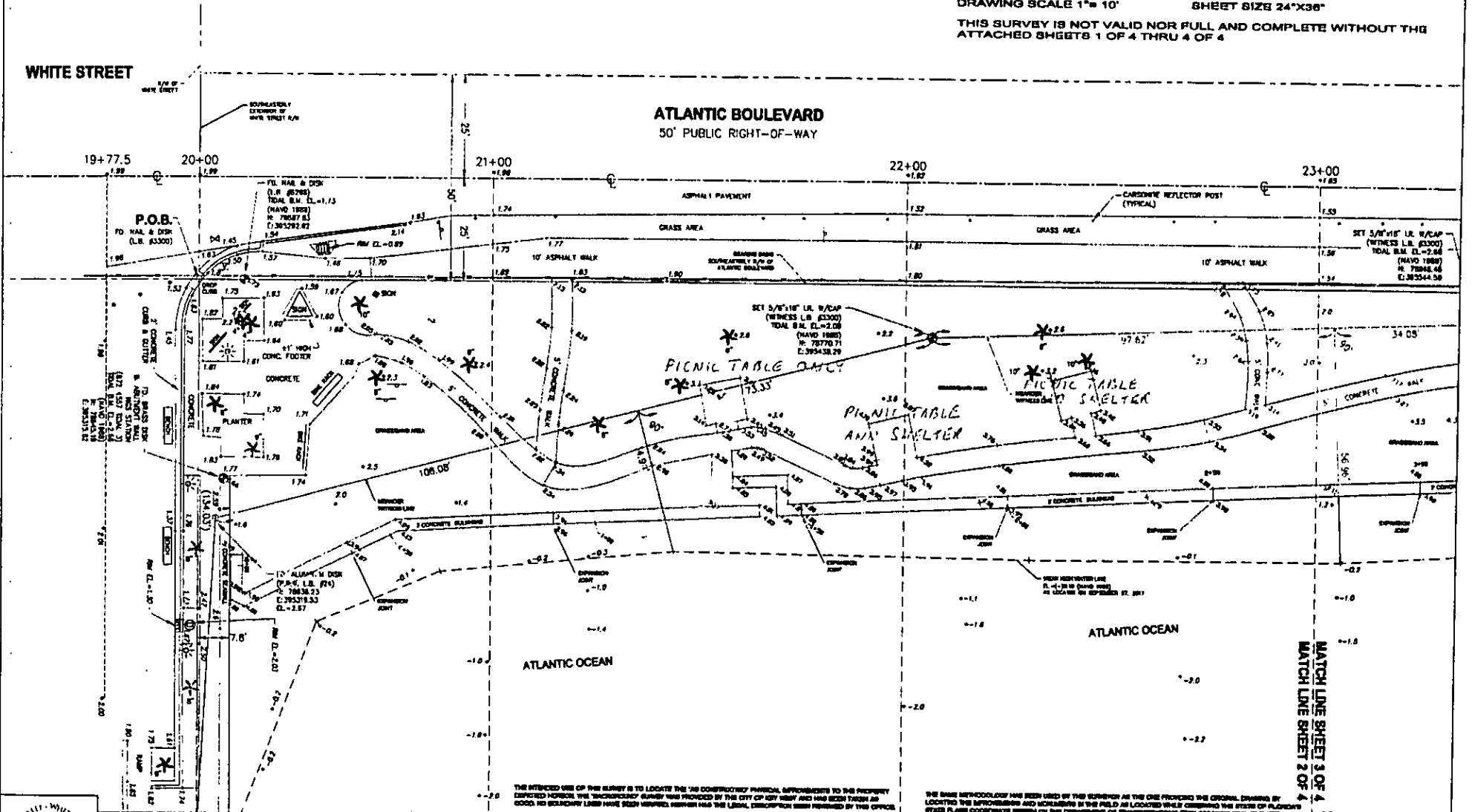
DRAWING SCALE 1" = 10'

SHEET SIZE 24"x36"

THIS SURVEY IS NOT VALID NOR FULL AND COMPLETE WITHOUT THE ATTACHED SHEETS 1 OF 4 THRU 4 OF 4

WHITE STREET

ATLANTIC BOULEVARD
50' PUBLIC RIGHT-OF-WAY



THE INTENDED USE OF THIS SURVEY IS TO LOCATE THE 'AS CONSTRUCTED' PHYSICAL IMPROVEMENTS TO THE PROPERTY DEPICTED HEREON. THE 'AS CONSTRUCTED' SURVEY WAS PROVIDED BY THE CITY OF KEY WEST AND HAS BEEN FOUND AS GOOD. NO BOUNDARY LINES HAVE BEEN VERIFIED HEREON HAS THE LEGAL DESCRIPTION BEEN PROVIDED BY THE OFFICE.

THE SAME METHODOLOGY HAS BEEN USED BY THE SURVEYOR AS THE ONE PROVIDED THE ORIGINAL DRAWING BY LOCATING THE APPROXIMATIONS AND SCREENS IN THE FIELD AS LOCATED WHILE CONSIDERING THE EFFECT OF FLORIDA'S OFFICE PLANE COORDINATE SYSTEM OF THE DEPARTMENT OF TRANSPORTATION FIVE CORNER NEAL, THE METHOD.

MATCH LINE SHEET 3 OF 4
MATCH LINE SHEET 2 OF 4



MONROE COUNTY SURVEYING + MAPPING, INC.
SURVEYORS + MAPPERS, CIVIL ENGINEERS
A DIVISION OF ZURLWELLE-WHITTAKER, INC. (ESTAB. 1928)
900 BAYVIEW DRIVE, SUITE 100, KEY WEST, FL 33640
PH: 305-854-4888 FAX: 305-854-4888
MONROE COUNTY SURVEYORS COUNCIL, FLORIDA SURVEYING AND MAPPING SOCIETY

PROJECT: **REST BEACH**
CITY OF KEY WEST
FLORIDA, 33040

JOB NO.	N/A	ORDER	DP
CLIENT	ACCORDANCE	REVISION	BASE
SCALE	1"=10'	SHEET NO.	2 OF 4

EDDIE A. MARTINEZ
REGISTERED SURVEYOR AND
ENGINEER IN LANDS
STATE OF FLORIDA

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED "AS BUILT" SURVEY WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THE SAME MEETS THE REQUIREMENTS OF CHAPTER 173, PART 1, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 475.07.

DATE: 11/11/2011

Exhibit J

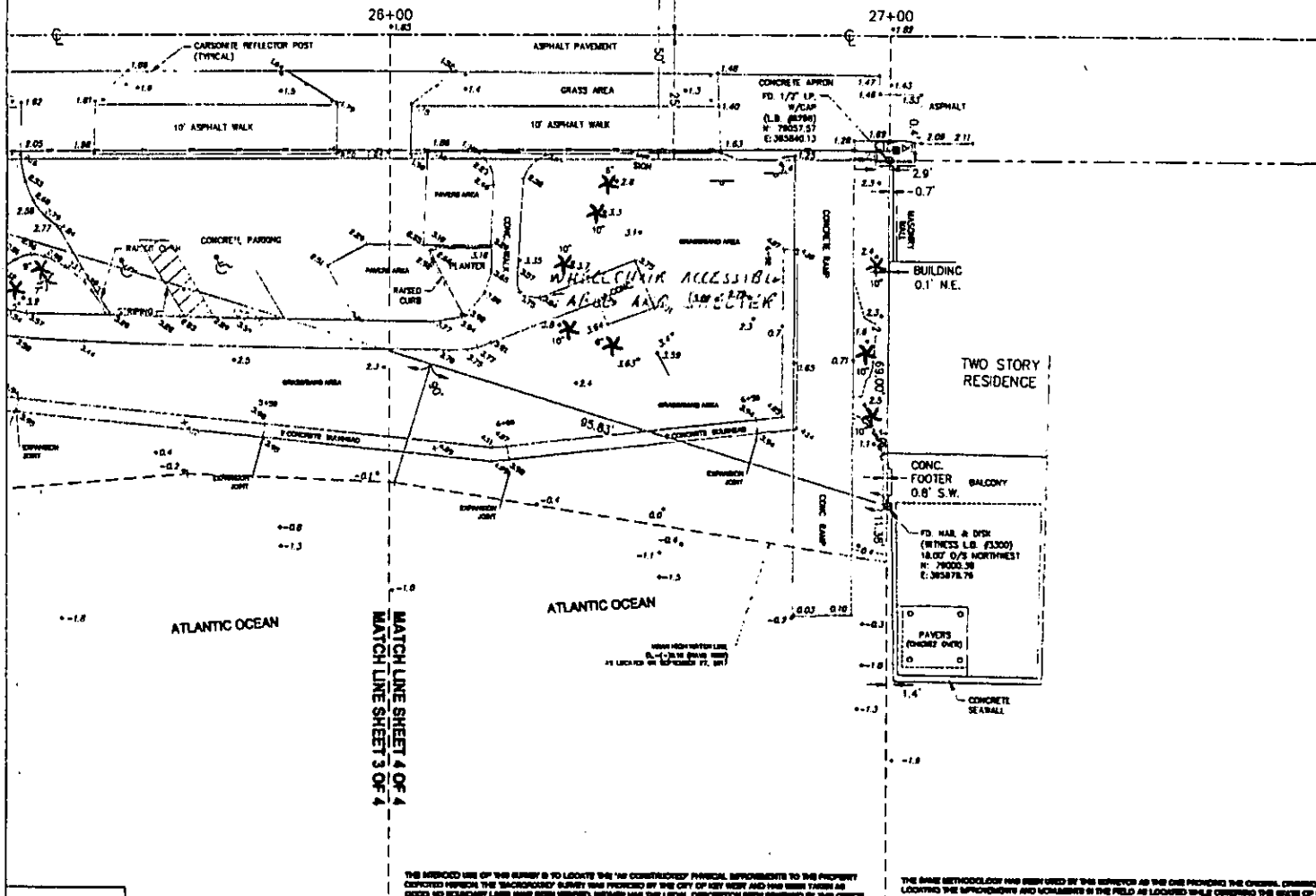
SURVEYORS NOTE:

THIS IS SHEET 4 OF 4, FOR LEGAL DESCRIPTION NOTES, ABBREVIATIONS, LOCATION MAP AND ETCETERA PLEASE SEE SHEET 1 OF 4

DRAWING SCALE 1"= 10' SHEET SIZE 24"X36"

THIS SURVEY IS NOT VALID NOR FULL AND COMPLETE WITHOUT THE ATTACHED SHEETS 1 OF 4 THRU 4 OF 4

ATLANTIC BOULEVARD
50' PUBLIC RIGHT-OF-WAY



THE BOUNDARY LINE OF THIS SURVEY IS TO LOCATE THE 'AS CONSTRUCTED' PHYSICAL IMPROVEMENTS TO THE PROPERTY IDENTIFIED HEREIN. THE BACKGROUND SURVEY WAS PERFORMED BY THE CITY OF KEY WEST AND HAS BEEN FOUND AS GOOD. NO BOUNDARY LINES HAVE BEEN VERIFIED, NEITHER HAS THE LEGAL DESCRIPTION BEEN REVISIONED BY THIS OFFICE.

THE SAME METHODOLOGY WAS USED BY THE SURVEYOR AS THE ONE PROVIDING THE ORIGINAL CURVED, BY LOCATING THE IMPROVEMENTS AND MEASURED IN THE FIELD AS LOCATED WHILE OBSERVING THE STATE OF FLORIDA'S STATE PLANE COORDINATE SYSTEM ON THE COASTLINE OF THE SURVEYED PROPERTY SPONSORED BY THE SURVEYOR.



MONROE COUNTY SURVEYING + MAPPING/LAND SURVEYORS + MAPPERS, CIVIL ENGINEERS
A DIVISION OF ZURNELLE-WHITTAKER, INC. (ESTAB. 1928)
685 HONEYWELL DRIVE SUITE 100, KEY WEST, FL 33603
PH 305 854-4988 OR 305 854-4989 FAX 305 854-4989 WWW.ZWCO.COM
MEMBER: FLORIDA LAND SURVEYORS COUNCIL, FLORIDA SURVEYORS AND MAPPING SOCIETY

PROJECT: **REST BEACH**
CITY OF KEY WEST
FLORIDA, 33040

DATE: 08/14/2014
JOB NO: 14-01
DRAWN BY: DP
CHECKED BY: EAM
SCALE: 1"=10'
SHEET NO: 4 OF 4

SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY THAT THE ATTACHED "AS-BUILT" DOCUMENT WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 463.17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO ARTICLE 47.007.
CAD FILE: [Blank]
Checked by: [Blank]

Proposed Operation Budget and Marketing Plan

Operation Budget:

The normal maintenance and ongoing upkeep of Rest Beach will be provided by the City of Key West Community Services Department as part of the City's regular maintenance program, funded by the City's General Fund Budget.

Marketing Plan:

Rest Beach is marketed through the City of Key West website and social media. It is one of several beaches within the City and is frequented by residents and tourists alike. Though Rest Beach is a narrow stretch of beach with shelters and picnic tables, its location is central to many points of interest. It is located in close proximity to Higgs Beach (owned and operated by Monroe County), the AIDS Memorial (a tribute to those who have died of AIDS and have shown a love of the Florida Keys), West Martello Tower, Indigenous Park (a native tree and bird park with the Wildlife Rescue Center that cares for injured wildlife), the Southernmost Bocce League bocce courts, and the Edward B. Knight Pier (formerly White Street Pier). Rest Beach is also bordered by the Florida Keys Overseas Heritage Trail, a 90-mile multi-use bicycle and pedestrian paved trail throughout the Florida Keys.

At the completion of the proposed project, the new shelters and picnic tables will provide an improved location that is both attractive and easily accessible offering great views of the Atlantic Ocean and a quiet place to picnic.

DRUG FREE WORKPLACE FORM
(Enclose as Exhibit M)

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

City of Key West


(Name of Business)

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

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

Applicant's Signature: _____

Date: _____


10/1/18

HOLD HARMLESS/INDEMNIFICATION
(Enclose as Exhibit N)

City of Key West (herein after "Organization") hereby covenants and agrees to indemnify and hold harmless the Monroe County Board of County Commissioners and Monroe County Tourist Development Council (herein after "BOCC/TDC") and the 3406 North Roosevelt Blvd. Corporation or any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, bodily injury (including death), personal injury, and property damage, and another other losses, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments arising out of, or in connection with, **Key West Amphitheater Enhancements** (herein after "Project") being funded by the BOCC/TDC. The Organization shall immediately give notice to the BOCC/TDC of any suit, claim or action made against the Organization that is related to this Project, and will cooperate with the BOCC/TDC in the investigation arising as a result of any suit, action or claim related to this Project.

a.) **Non-Waiver of Immunity.** Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the BOCC/TDC in reimbursing/funding any portion of the Project and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the BOCC/TDC be required to contain any provision for waiver.

b.) **Privileges and Immunities.** All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the BOCC/TDC, when performing their respective functions related to this Project within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

c.) **RESTRICTIONS ON AGREEMENTS FUNDED BY BOCC/TDC.** The Organization shall include the following term in all agreements funded by the BOCC/TDC for this Project:

Hold harmless/indemnification. Contractor acknowledges that this agreement is funded at least in part by the BOCC/TDC and agrees to indemnify and hold harmless the BOCC/TDC and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments (collectively claims) arising directly or indirectly from any negligence or criminal conduct on the part of contractor in the performance of the terms of this agreement. The contractor shall immediately give notice to the BOCC/TDC of any suit, claim or action made against the contractor that is related to the activity under this agreement, and will cooperate with the BOCC/TDC in the investigation arising as a result of any suit, action or claim related to this agreement.

Craig Cates

President of Organization/Mayor's Name Typed)

President's/Mayor's Signature

Sworn to and subscribed before me this

day of

20

personally appeared

Craig Cates

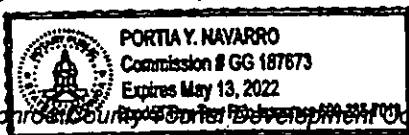
, and

Portia Y. Navarro known to be the person named in and who executed the foregoing document.7

My commission expires:

Notary Public State of

Florida



Form **W-9**
 (Rev. December 2014)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
City of Key West

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ **Government Entity**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1300 White Street

6 City, state, and ZIP code
Key West, Florida 33040

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

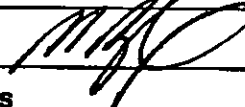
Social security number									
			-						
OF									
Employer identification number									
5	9	-	6	0	0	0	3	4	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶  **MARK FINIGAN**
 F. NANCE D.C. Date ▶ **3/22/17**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

