

RESOLUTION NO. 21-168

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 \$713,387.00 FOR MALLORY SQUARE PUBLIC RESTROOMS PROJECT (PUBLIC FACILITIES CATEGORY) AND TO ASSIST WITH A TOURISM IMPACT STUDY; AUTHORIZING ANY 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 April 27, 2021, and on June 23, 2021 the District I Advisory Committee (DAC-1) approved the recommendation for Grant Award from the 2022 Bricks and Mortar Capital Projects funding cycle, public facilities category, to assist with a tourism impact study and with improvements to the public restrooms at Mallory Square; and

WHEREAS, the proposed Grant Award will be presented to the Monroe County Board of County Commissioners for approval in October, 2021; 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 \$713,387.00 for the Mallory Square Rest Rooms Project (Public Facilities Category) is hereby accepted and approved (City 30% cost share, up to \$300,595.00).

Section 2: That expenses for this project are expected to be budgeted in Account 101-4302-543-6300 (Infrastructure Surtax/Port Operations/Infrastructure), with the one-cent sales surtax as the revenue source for the City's 30% cost share of up to \$300,595.00. Grant revenues will be budgeted in account 101-0000-337-7001 (Infrastructure Surtax/Revenue/TDC Grant), 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.

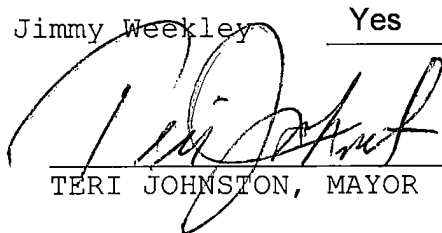
Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 17th day of August, 2021.

Authenticated by the Presiding Officer and Clerk of the Commission on 18th day of August, 2021.

Filed with the Clerk on August 18, 2021.

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


TERI JOHNSTON, MAYOR

ATTEST:


KERI O'BRIEN, DEPUTY CITY CLERK



THE CITY OF KEY WEST

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

MEMORANDUM

EXECUTIVE SUMMARY

TO: Patti McLauchlin, City Manager
Todd Stoughton, Assistant City Manager

FROM: Carolyn Sheldon, Senior Grants Administrator

DATE: July 30, 2021

RE: Tourist Development Council Grant Award Agreement
Mallory Square Public Restrooms (Public Facilities)

ACTION STATEMENT:

Resolution approving the Grant Award Agreement to accept the Tourist Development Council (TDC) grant for the Mallory Square Public Restrooms (Public Facilities) Project in an amount not to exceed \$713,387.00 to assist with a tourism impact study and with the construction and/or remodel of the public restrooms. The necessary budget amendments or transfers to accept the funding will be approved.

BACKGROUND:

The City of Key West submitted an application on April 27, 2021 for TDC funding from their 2022 Bricks and Mortar Capital Projects funding cycle, public facilities category, to assist with a tourism impact study and with improvements to the public restrooms at Mallory Square. Public Facilities requests must be in accordance with the conditions set forth in F.S. 125.0104(5)(a)(6).

The District I Advisory Committee (DAC I) approved funds for the project on June 23, 2021. The attached Grant Award Agreement will go before the Board of County Commissioners for approval in October. If approved, the City will then move forward with a tourism impact study and continue through the approval process as outlined in the public facilities funding flow chart.

PURPOSE AND JUSTIFICATION:

Since Mallory Square was converted in the early 1980's from a parking lot to the plaza as it is known today, it has only received minimal upgrades. The current restroom facilities have become degraded by age, overuse, having below industrial grade fixtures, and in general being too small with too few stalls to meet the demand placed on them by the constant stream of visitors from Mallory Square and the downtown Key West area.

FINANCIAL IMPACT:

Expenses estimated at \$1,013,982.00 (includes a 30% City cost share of \$300,595.00 by Florida statute) for the Mallory Square Restrooms project will be budgeted in FY 2021-2022 Fund 101, Account 1014302-5436300 (Infrastructure

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

Surtax / Port Operations / Infrastructure) with the one cent sales surtax as the revenue source. Grant revenues of \$713,387.00 will be budgeted in Account 1010000-3377001 (Infrastructure Surtax / Revenue / TDC Grant):

\$ 12,000 Representing 100% of the estimated cost of the tourism impact study

\$701,387 Representing 70% (maximum funding allowable under the statute) of the estimated construction cost

\$713,387 Total TDC funding

RECOMMENDATION:

Staff recommends approving the attached Grant Award Agreement to accept the Tourist Development Council (TDC) grant for the Mallory Square Public Restrooms (Public Facilities) project in an amount not to exceed \$713,387.00 to assist with a tourism impact study and with the construction and/or remodel of the public restrooms.

Grant Award Agreement

THIS AGREEMENT (agreement) is entered into this 20th day of October, 2021 by and between MONROE COUNTY (County or Grantor); a political subdivision of the State of Florida and **City of Key West** (Grantee) a 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. Auditoriums that are publicly owned but are operated by organizations that are exempt from federal taxation pursuant to 26 U.S.C. s. 501(c)(3) and open to the public; c. 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 5. To finance beach park facilities or beach, channel, estuary, or lagoon improvement, maintenance, re-nourishment, restoration, and erosion control; or 6. public facilities if needed to increase tourist related business activities and in accordance with F.S. 125.0104(5)(a)(6.) and (b) 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

WHEREAS, Grantee has applied to TDC District I for funding for the **Mallory Square Public Restrooms (Public Facility)** 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 a public 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 **October 20, 2021 through to March 31, 2023**. 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, 2021 to September 30, 2022. Proof that the project commenced within the fiscal year funded may be requested by the TDC administrative office. Segment #1 must be completed on or before September 30, 2022. Segment #2 will only be funded if the independent professional tourism impact analysis shows a positive impact on tourist related businesses as required by F.S. 125.0104(5)(a)(6.)(e.). This Agreement will terminate**

and will not reimburse for Segment #2 work in the event that the project does not have a positive impact on tourist related businesses.

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.** Segment #1 work must be completed on or before September 30, 2022. Segment #2 work will not be eligible for reimbursement in the event that the conditions of F.S. 125.0104(5)(a)(6.)(e.) are not met. All work for which grant funds are to be expended must be completed by the stated termination date of **March 31, 2023** and all invoices pertaining to this project shall be submitted to the TDC administrative office no later than **March 31, 2023** 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 Steve McAlearney (Phone: (305) 809-3747; Email: smcalearney@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: <https://www.monroecounty-fl.gov/DocumentCenter/View/29162/PURCHASING-POLICY-4212021>

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 **\$713,387 (Seven Hundred Thirteen Thousand Three Hundred and Eighty Seven Dollars 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 reimbursement from Grantor. Payment of segment 1 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. Payment of segment 2 shall be 70% (seventy 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 (Steven Sanders- phone: 305-295-4338 email: Sanders-Steven@MonroeCounty-Fl.gov or Cary Knight- phone: 305-292-4527 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 to the TDC administrative office no later than **March 31, 2023**. Invoices received by the TDC administrative office after **March 31, 2023** 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 constructed 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. To the extent authorized by law and subject to 768.28, the Grantee hereby agrees to defend, 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 losses, 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 in connection with any action, proceeding, or claims for injury, including death to any person or persons, or damage to, loss of the use of, or loss of tangible property of any person, firm or corporation, including the parties hereto, arising or resulting directly or indirectly out of the performance of this contract, but only to the extent caused or incurred by the negligence or other actionable fault of the Grantee or its agent. This obligation shall be limited to a maximum amount of the sovereign immunity limits of liability prescribed in 768.28, Florida Statutes, namely \$200,000 per person or \$300,000 per occurrence, and the Grantee will have no further obligation to defend or hold harmless BOCC/TDC and the 3406 North Roosevelt Blvd. Corporation in the event said limits are paid or are otherwise exhausted. Nothing contained herein shall be construed to alter or waive the COUNTY or Grantee's sovereign immunity under 768.28, Florida Statutes.

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 VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as 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, 2023**. Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a

level sufficient to allow for the continuation of this agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the continuation of this agreement pursuant to the terms specified herein, this agreement may then be terminated immediately by the TDC administrative office providing written notice of termination delivered in person or by mail to 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. 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.
1. 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: Steve McAlearney
City of Key West
PO Box 1409
Key West FL, 33041

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.

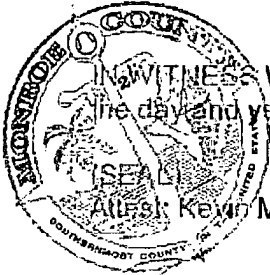
25. ATTESTATIONS. Grantee agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

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.

Attest: Kevin Madok, Clerk

[Signature]

As Deputy Clerk

Board of County Commissioners
of Monroe County

[Signature]

Mayor/Chairman

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
[Signature]
CHRISTINE LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
DATE 8/27/21

City of Key West

Attest:



Deputy City Clerk

[Signature]
Keri O'Brien

Print Name

Date: 8.19.2021

By: *[Signature]*
Mayor

[Signature]
TERR JOHNSTON

Print Name

Date: 8/19/2021

RECEIVED
CITY OF KEY WEST
FLORIDA
AUG 19 2021

EXHIBIT A

NAME OF ENTITY: City of Key West

NAME OF PROJECT: Mallory Square Public Restrooms (Public Facility Category)

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.

Segment #: <u>1</u> Description: Materials, equipment and labor required to: • Perform independent professional tourism impact study (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)	<u>Total Cost: \$12,000</u> <u>In-Kind</u> No in-kind will be used towards reimbursement of this project	<u>TDC portion: \$12,000</u>
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EXHIBIT A

Segment #:2 <u>Description:</u> Materials, equipment and labor required to: • Construct and/or remodel restroom building of approx. 1140 square feet within the footprint of Mallory Square • Perform survey and geotechnical engineering • Produce design plans *Segment 2 will only move forward if the independent professional tourism impact analysis (Segment 1) of Agreement shows a positive impact on tourist related businesses as required by F.S. 125.0104(5)(a)(6.)(e.) (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)	<u>Total Cost: \$1,001,982</u> <u>In-Kind</u> No in-kind will be used towards reimbursement of this project	<u>TDC portion: \$701,387</u>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/5/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer 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., Suite 500 Orlando FL 32801	CONTACT NAME: Jenna Jennings	
	PHONE (A/C No. Ext): 4074452414	FAX (A/C No.): 407-445-2868
	E-MAIL ADDRESS: jennifer.jennings@wrmlc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED City of Key West 3126 Flagler Avenue Key West FL 33040 KEYWEST-01	INSURER A: Public Risk Management of FL (	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1777455676**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			PRM021-008-073 Approved Risk Management <i>Maria L. Slavik</i> 11-8-2021	10/1/2021	10/1/2022	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 INS. RETENTION \$ 100,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ APD ☐			PRM021-008-073	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ SELF INS. RETENTION \$ 25,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A			PRM021-008-073	10/1/2021	10/1/2022	PER STATUTE ☐ OTH-ER ☐ SIR \$325,000 E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: Purchase & Installation of Sunshades at Mallory Square / Tourism Impact Study [Resolution # 21-028]

With respects to the listed coverages held by the named insured, as evidence of insurance. Per the Attorney General's Opinion, as Per FL Statute 768.28, governmental entities may not add another party as an additional insured.

CERTIFICATE HOLDER**CANCELLATION**Monroe County BOCC & Monroe County TDC
1100 Simonton Street
Key West FL 33040

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

AUTHORIZED REPRESENTATIVE

A. Coor

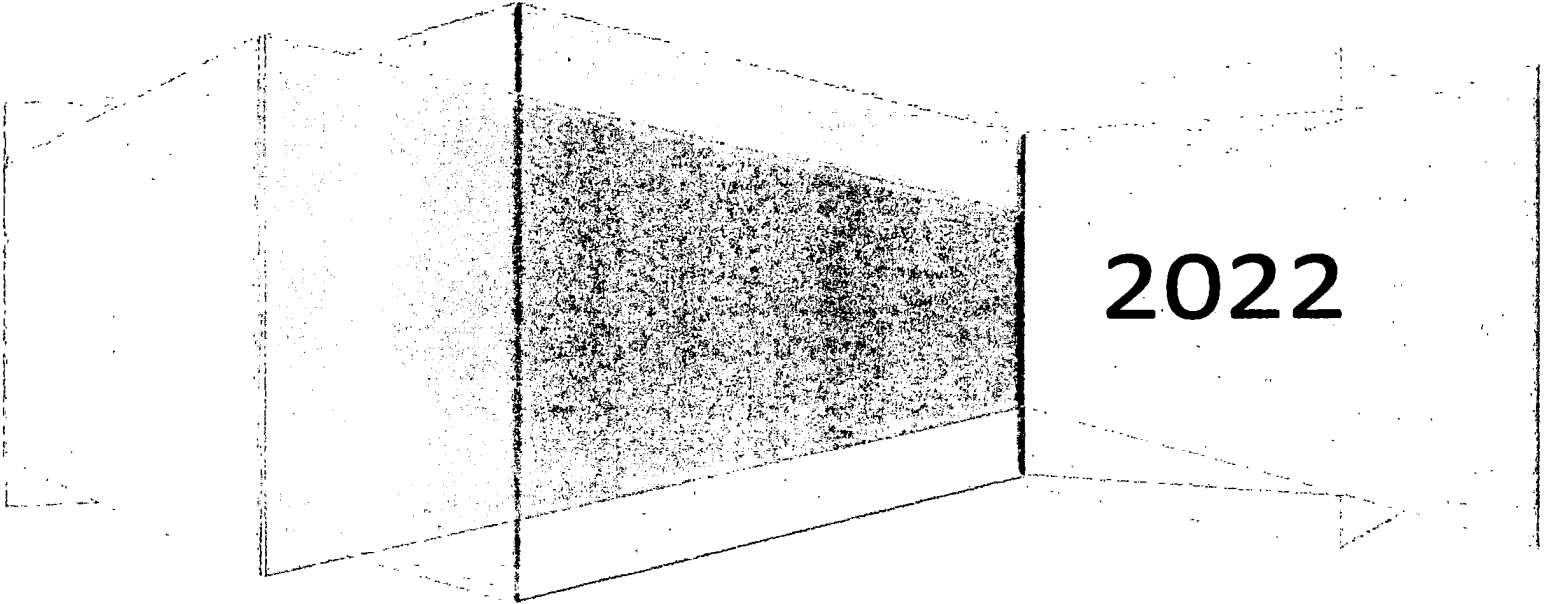
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MONROE COUNTY TOURIST DEVELOPMENT COUNCIL

REIMBURSEMENT PACKET

CAPITAL PROJECT FUNDING

City of Key West
Mallory Square Public Restrooms (Public Facility)
\$713,387



2022

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: Mallory Square Public Restrooms (Public Facility)

Funds Allocated: \$713,387

Contract ID: 2630 **Project Expiration Date:** March 31, 2023

Line Item Number: 117-77040-530340-T227-K01-X-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:	\$713,387
			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.

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_____.

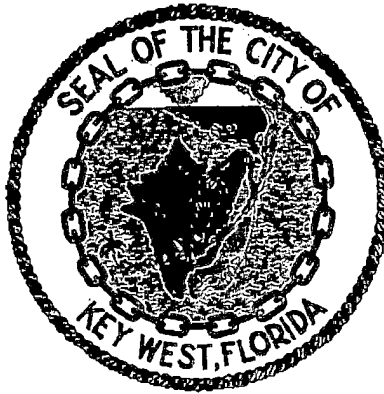
Notary Public

My Commission Expires: _____

Notary Stamp:

Additional reimbursement request page.....

[illegible]



FY 2022 Brick and Mortar Capital Projects
Monroe County Tourist Development Council 4/27/2021

Funding Application Cover Page

1) Applicant's Name:	City of Key West
2) Project Name:	Mallory Square Public Restrooms
3) District:	District I – Key West
4) Amount Requested:	\$713,387 <i>(70% of \$1,001,982 plus \$12,000 for tourism impact study)</i>

Email to:
omb-bids@monroecounty-fl.gov

Submitted By:
City of Key West
1300 White Street
Key West, Florida 33040

APPLICATION FOR CAPITAL PROJECT FUNDING

This application is to request funding from the following District:

- ☒ **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 III:** Marathon – (west end of Seven Mile Bridge to Long Key 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**

Type of Applicant: ☐ Non-Profit ☒ Governmental Entity

Project Title: Mallory Square Public Restrooms

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER OF APPLICATIONS ORGANIZATION
59-6000346

DESIGNATED PROJECT CONTACT PERSON:

Please provide a contact for general correspondence for this project. The person listed below should be able to accept responsibility for receipt of information including agreement and reimbursement information.

Name and Title: Steve McAlearney, Director of Engineering

Telephone/Mobile Number: 305-809-3747

Email Address: smcalearney@cityofkeywest-fl.gov

Address: PO BOX 1409

Key West, Florida 33041-1409

Website for Facility: https://www.mallorysquare.com

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

400 Wall St, Key West, FL 33040 (Extremely well known tourist attraction for Sunset Celebration)

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:**

- ☐ Improve ☐ 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. I you have answered yes, please explain below:

Please only complete the section of page 11 or 12 which corresponds to your type of application

Non-Profit Organizations

Payment may be up to seventy-five (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 the 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 importation information on page 5.

Total Project Cost:	TDC Funds Requested: (up to 75% of Total Project Cost)	Organizations Out of Pocket Cost: (Total Project Cost less TDC Funds Requested)	Confirmed In-Kind Services: (Up to 50% of Out of Pocket Cost)	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 the TDC/County Please refer to page 4 of this application.

Governmental Entities

Payment may be up to one hundred (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(s) in budget for this specific project. Enclose portion of line item budget as proof of funding for Exhibit B ☐
\$	\$	\$	

Public Facilities

Segment #1 – Study

Payment will be 100% reimbursement of the total project cost of the study 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 this segment in advance of seeking reimbursement. The project may be broken down into additional segments. For acquisition of property see importation information on page 5.

Total Study Cost:	TDC Funds Requested: (up to 100% of Total Study Cost)	Governmental Agency Out of Pocket Cost: (Total Project Cost less TDC Funds Requested)	I have highlighted the line item(s) in budget for this specific project. Enclose portion of line item budget as proof of funding for Exhibit B ☒
<u>\$12,000.00</u>	<u>\$12,000.00</u>	<u>\$12,000.00</u>	

Estimated Completion date for study:
April 30, 2022.

Segment #2 – Project

Payment will be up to 70% reimbursement of the physical project segment, 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 reimbursement. The project may be broken down into additional segments. For acquisition of property see importation information on page 5.

Total Project Cost: (not including study)	TDC Funds Requested: (up to 70% of Total Project Cost)	Governmental Agency Out of Pocket Cost: (Total Project Cost less TDC Funds Requested)	I have highlighted the line item(s) in budget for this specific project. Enclose portion of line item budget as proof of funding for Exhibit B ☒
<u>\$1,001,982.00</u>	<u>\$701,387.00</u>	<u>\$300,595.00</u>	

TDC requires confirmation in writing that the 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, warranty fees or items relating to retail space as part of your budget):

The City of Key West is seeking to improve the public restrooms located within the footprint of Mallory Square. Cost: 1140 sq ft @ \$782/sf = \$891,480.00, Soil & survey = \$10,000.00, Design cost @ 8% of construction = \$71,318.40, 3% contingency = \$29,183.95, for a total project cost of \$1,001,982.00.

1. Use:

a) Original use of structure/facility and date of construction:

Public restrooms within a public plaza, pre-1994

b) Present Use:

Public restrooms within a public plaza

c) Proposed Use:

Improved public restrooms within a public plaza

d) Attach photograph of existing site 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.

Not listed within the National Register but within Key West Historic District

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

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 the 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:

Not applicable.

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

Not applicable.

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 the 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 (**Enclose as Exhibit F**). 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.

None of these restrictions will have a negative impact on our ability to construct the improvements.

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 this therefore 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**).

None of these restrictions will impact the proposed project.

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 on about existing permits and/or review by the appropriate Planning Department, your application your application shall be rejected. Please list all permits required to complete this project.

The project area is an existing and current public plaza therefore its land use is consistent with all City plans and concurrency requirements. Only local building permits which will be requested and approved by the City following routine permitting procedures will be required for renovation and improvements described in this application.

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 of 1990, Public Law 101-336, as amended.

☒ 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. Explain how this estimate was derived. 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 your estimate derived?

The facility will be open to the public year round, 365 days a year. Of the 2.9 million people that visit Key West annually, we expect at least 1 million of them to visit Mallory Square. This number is based on the popularity of Mallory Square as being the number three thing to do in Key West as ranked by TripAdvisor.com, the number of those participating in the nightly Sunset Celebration, and the numerous events held at Mallory Square that draw hundreds of thousands of tourists every year.

g) Is there currently signage for this project/facility on U.S.1?

☐ Yes

☒ No

If No, are there plans to install signage and if so, do you have FDOT approval? Explain below:

Currently, there are no plans to install signage for this project/facility on U.S.1.

h) If the project/facility is located in a Historical District, is there currently signage for the project/facility in the Historical District?

☒ Yes

☐ No

☐ Not located in a Historical District

i) Does the project/facility require any parking variances? Explain how this was determined in the space below.

☐ Yes

☒ No

The proposed project/facility would not require any parking variances because the expansion of the restrooms will not incur any need for any additional off-street parking needs per Section 108-572. Additionally, Mallory Square is located in the Historic Pedestrian Oriented Zone which allows a certain amount of redevelopment to happen on a parcel(s) without having to meet the parking rules and regulations, per Section 108-573.

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.

List any specific factors or problems which contribute to the present condition of the property:

The current restroom facilities have become degraded by age, overuse, having below industrial grade fixtures, and in general being too small with too few stalls to meet the demand placed on them by the constant stream of visitors from Mallory Square and the downtown Key West area.

9. Status of project planning: (Any work initiated prior to approval of an Agreement by the Monroe County Board of County Commissioners will be at applicants' own cost):

☒ Not yet initiated

☐ Initiated

☐ Schematics Completed

☐ Design development completed

☐ Construction documents completed

☐ Permits have been obtained (if required)

10. Name and Address of Project Consultant (architect, engineer, contractor, etc)
Not applicable.

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 (cost will not be reimbursed by TDC)

☒ No

☐ Project does not require architectural services

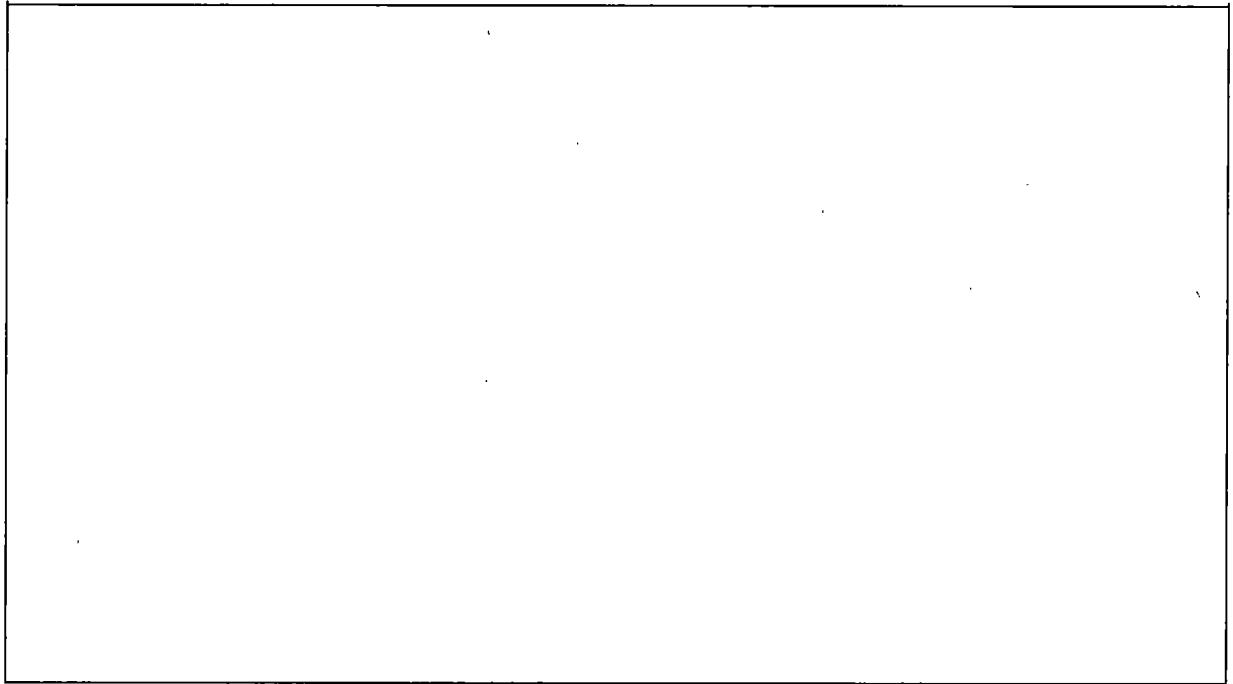
12. It is the County's policy **not to fund operations and maintenance cost** of facilities. Describe the means by which the structure(s) affected by this project will be maintained subsequent to restoration/rehabilitation. Include sources and estimated amounts of funding for such maintenance.

The normal maintenance and ongoing upkeep of Mallory Square and its restrooms 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. Improving the public restrooms will decrease the amount of maintenance needed to keep the restrooms functioning properly.

13. How will this project enhance tourism in Monroe County?

The improvement of restroom facilities at Mallory Square 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 nearly 3 million visitors to the City each year.

As described in Exhibit K - Marketing Plan and Operational Budget, hundreds of community members identified the restrooms as the most problematic feature at Mallory Square, citing low comfort levels, overflowing, overuse, safety and signing to be deficient. We are inferring this perception to affect more than just local stakeholders, and likely a large portion of the millions of visitors Key West receives each year. Therefore, we strongly believe improving these facilities will improve the overall impression of Key West for those near and far, helping to ensure return visits and positive word of mouth recommendations.



14. 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).**

15. Estimated Project completion date:

The project length is 12 months and completion date is dependent on when funds are made available. We anticipate funding will be made available in FY 2022 and work can begin as soon as the grant agreement is executed.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

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

Filing Information

Document Number	N13000007165
FEI/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

Johnston, Teri
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

Davila, Gregory
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

Hoover, Mary Lou
1300 White Street
Key West, FL 33040

Annual Reports

Report Year	Filed Date
2019	04/05/2019
2020	01/21/2020
2021	01/27/2021

Document Images

01/27/2021 -- ANNUAL REPORT	View image in PDF format
01/21/2020 -- ANNUAL REPORT	View image in PDF format
04/05/2019 -- ANNUAL REPORT	View image in PDF format
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



Exhibit B

THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 859-5700

April 23, 2021

**Monroe County Tourist Development Council
District Advisory Committee (DAC I)
c/o Monroe County Purchasing Department**

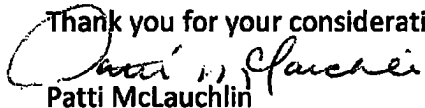
**RE: FY 2022 Brick and Mortar Capital Projects, due date 4/27/2021
Mallory Square Public Restrooms application – Exhibit B**

Dear TDC and DAC I Members:

On behalf of the Mayor and the City Commission, please be assured the City of Key West is fully committed to the successful construction of the improvements proposed in this application for brick and mortar capital funding for the Mallory Square Public Restrooms. We recognize the importance of having functional restrooms in this high traffic area. Unfortunately, the current restroom facilities are falling short of functionality with repeated incidences of overuse. Too few facilities and below industrial grade fixtures have contributed to the overuse.

Partnering with the Tourist Development Council on this project for the FY 2022 cycle has presented a perfect opportunity to make significant improvements to the restrooms. The timing of a potential capital funding award coincides with the City's timeline for budgeting the 30% match for this new capital project in FY 2022. With capital funding at the maximum 70% from TDC and the City's planned capital projects, the Mallory Square Public Restrooms project is funded in full. See proposed Capital Improvement Project detail, Exhibit B. Without the TDC's 70%, the City must fund the project over multiple fiscal years.

Thank you for your consideration.


Patti McLauchlin

Interim City Manager

CITY OF KEY WEST
FY 21/22 CIP PROJECT DETAIL

Project No: TBD
Project Name: Mallory Square Public Restrooms
Location: Mallory Square
Department: Engineering
Account No: 101-7201-572-6200

PROPOSED

Date: 04/23/21
Contact: S. McAlearney
Project Start: 10/01/21
Project Complete: 09/30/22
Project Estimate: \$ ~~(1,013,982)~~
Project Funding to Date: \$ -

Project Description/Justification:

Improve public restrooms located within the footprint of Mallory Square approximately 1,140 square feet

Reasons for Funding Modification (if applicable):

Operating Impact:

Improving the public restrooms will decrease the amount of maintenance needed to keep the restrooms functioning properly.

Related Projects:

Project Phase Summary

Phase	Committed	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Tourism Study			\$ (12,000)			
Design			\$ 81,318			
Construction			\$ 920,664			
Total	\$ -	\$ -	\$ 1,013,982	\$ -	\$ -	\$ -

\$ 1,013,982

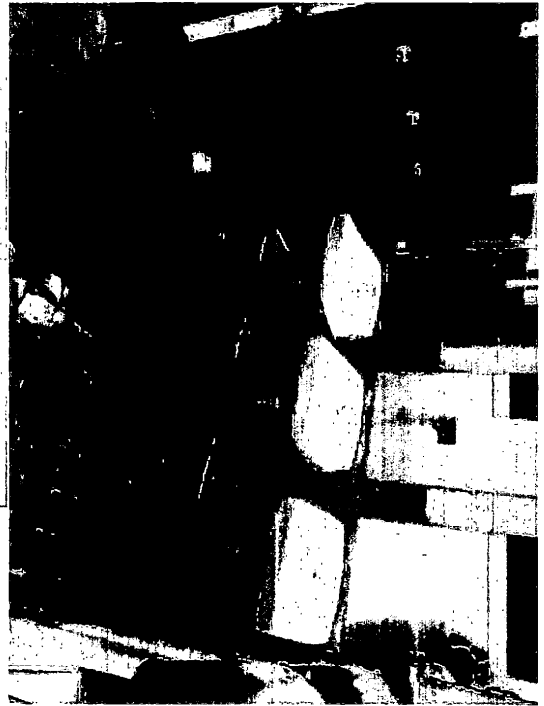
Funding Source Summary

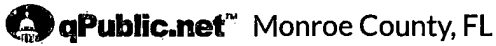
Phase	Committed	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
TDC			\$ (701,387)			
General Fund			\$ (312,595)			
Total	\$ -	\$ -	\$ 1,013,982	\$ -	\$ -	\$ -

\$ 1,013,982

Photographs of the Existing Site







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 00000170-000000
 Account# 1000167
 Property ID 1000167
 Millage Group 10KW
 Location Address 402 WALL ST, KEY WEST
 Legal Description KW PT LOTS 2-3-4-5 SQR 3 G64-274 (CULTURAL PRESERVATION SOCIETY INC-LEASE) OR1398-417/37 OR1623-215/29 OR2080-939/50
 Neighborhood 32020
 Property Class MUNICIPAL (8900)
 Subdivision
 Sec/Twp/Rng 06/68/25
 Affordable No
 Housing



Owner

CITY OF KEY WEST MALLORY SQUARE
 PO Box 1409
 Key West FL 33041

Valuation

	2020	2019	2018	2017
+ Market Improvement Value	\$246,810	\$246,810	\$246,810	\$246,810
+ Market Misc Value	\$1,518,137	\$1,518,137	\$1,518,137	\$1,518,137
+ Market Land Value	\$13,017,500	\$13,017,500	\$13,017,500	\$13,017,500
= Just Market Value	\$14,782,447	\$14,782,447	\$14,782,447	\$14,782,447
= Total Assessed Value	\$14,782,447	\$14,782,447	\$14,782,447	\$14,782,447
- School Exempt Value	(\$14,782,447)	(\$14,782,447)	(\$14,782,447)	(\$14,782,447)
= School Taxable Value	\$0	\$0	\$0	\$0

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
COMMERCIAL EXEMPT (100E)	2.54	Acreage	0	0

Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
CONCRETE DOCK	1964	1965	1	12936 SF	5
CON DKS/CONPIL	1977	1978	1	16704 SF	4
CON DKS/CONPIL	1977	1978	1	2611 SF	5
SEAWALL	1977	1978	1	5000 SF	4
SEAWALL	1985	1986	1	376 SF	4
WOOD DOCKS	1985	1986	1	564 SF	1
CONC PATIO	1993	1994	1	200 SF	2
WROUGHT IRON	1993	1994	1	66 SF	3
RW2	1996	1997	1	1022 SF	5
FENCES	1996	1997	1	2198 SF	5
BRICK PATIO	1996	1997	1	90054 SF	3

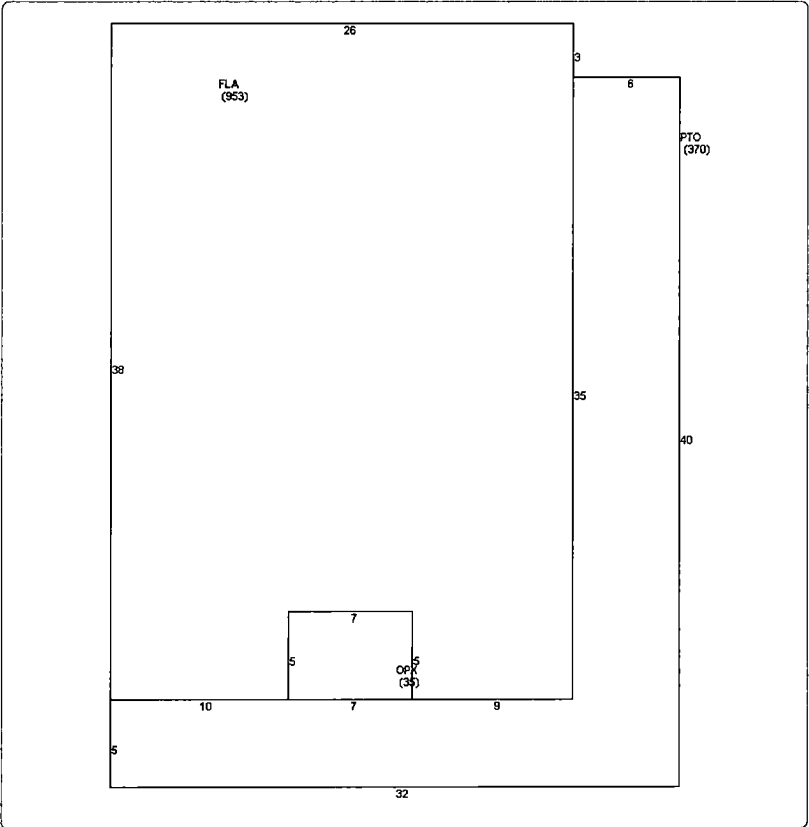
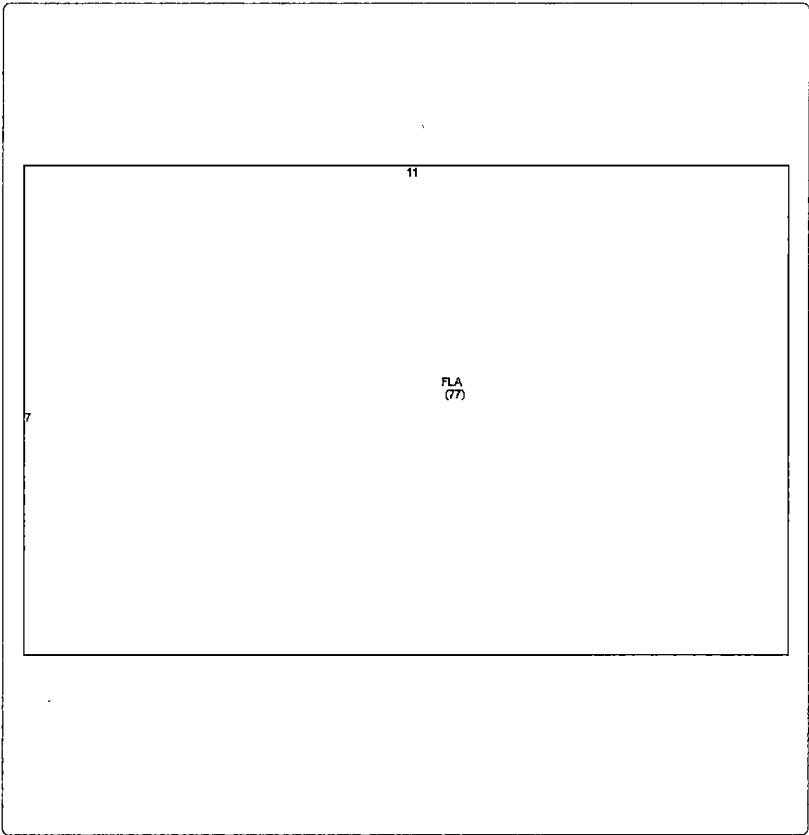
Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
16-2397	6/23/2016	4/16/2017	\$1,200		ELECTRICAL INSTALLATION OF 5 GFI 2 SWITCHES 1 CEILING FAN SUB PANEL EMERGENCY LIGHTS AND EXIT SIGN.
14-0567	4/16/2014	2/13/2016	\$1,500		INSTALLATION OF A WOOD WHITE 4' HIGH FENCE BESIDE TRASH AREA.
09-1690	6/16/2009	6/6/2011	\$46,574	Commercial	REPLACE EXISTING 200 AMP PANEL BOARD. INSTALLATION IF LIGHTING CONTACTOR. INSTALLATION OF NEW CONCRETE POLE BASE & ANCHOR BOLTS FOR EXISTING LIGHT POLE. INSTALLATION OF BRANCE CIRCUITRY FOR RECEIPT INSTALLATION.
09-1599	6/15/2009	5/13/2011	\$207,282	Commercial	DEMOLITION AND DISPOSAL OF EXISTING WHARF STRUCTURE 41' X 464' INCLUDING PAVERS, LIGHT POLES, WATER & SEWER LINE.
09-1600	6/15/2009	6/5/2011	\$2,844,000	Commercial	CONSTRUCT NEW WHARF STRUCTURE, PILE-SUPPORTED, PRECAST CONCRETE BEAMS, SLABS, CONCRETE TOPPING AND PAVERS.
03-0284	2/24/2003	6/22/2003	\$5,600		ELECTRIC-FOR DOUGHBALL'
03-0284	2/21/2003	6/22/2003	\$6,000		REPLACE 17 LIGHTS
03-0284	2/4/2003	6/22/2003	\$5,000		DECK FRAMING
9602865	2/1/1997	12/1/1997	\$1		ROOF
9602865	7/1/1996	12/1/1997	\$2,300,000		REPAIRS/REMODELING
9603071	7/1/1996	12/1/1997	\$6,000		PLUMBING
9603071	7/1/1996	12/1/1997	\$6,000		SIGNS
9602377	6/1/1996	12/1/1997	\$6,800		PLUMBING
B952726	8/1/1995	12/1/1995	\$61,327		REPAIR 8 PSP ON DOLPHIN
B941456	5/1/1994	12/1/1994	\$5,000		DEMO INTERIOR WALLS
B933595	12/1/1993	6/1/1994	\$265,000	Commercial	PUBLIC BATHROOM FACILITY
	1/1/1900		\$0		

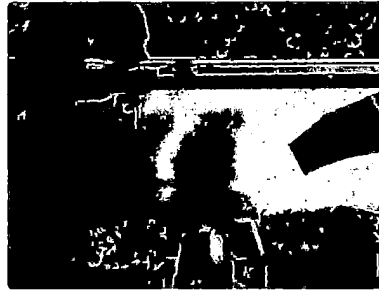
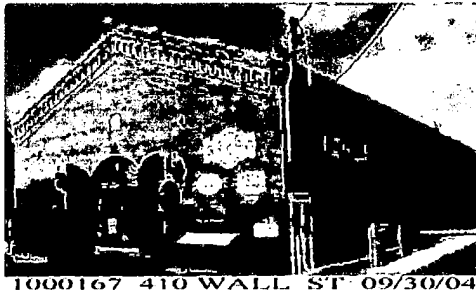
View Tax Info

[View Taxes for this Parcel](#)

Sketches (click to enlarge)



Photos

**Map**

No data available for the following modules: Buildings, Commercial Buildings, Mobile Home Buildings, Exemptions, Sales, 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

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Last Data Upload: 4/19/2021, 2:09:01 AM

Developed by
Schneider
GEOSPATIAL

Version 2.3.117

Exhibit H

Per Karen DeMaria:

Mallory Square: The area is a man-made developed area with planted areas. There are several species of palms and trees in the planter areas that are on the State and County threatened and endangered species lists including Thatch palms, Mahogany, and Lignum vitae trees. All of these have been planted by the City. Endangered and Threatened species of birds do migrate through the area but the area doesn't contain any threatened or endangered species of animals.

Karen DiMaria

Urban Forestry Manager

City of Key West Urban Forestry Manager

Acting City Biologist

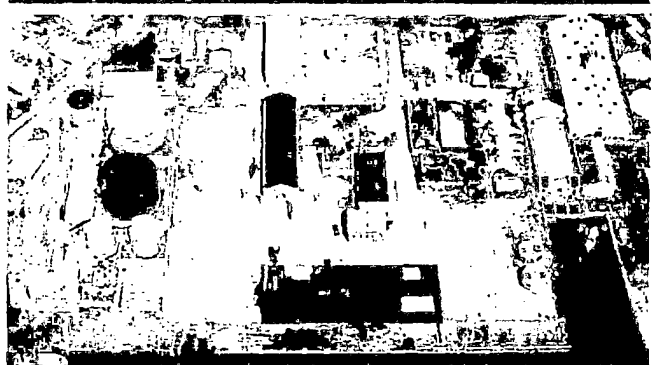
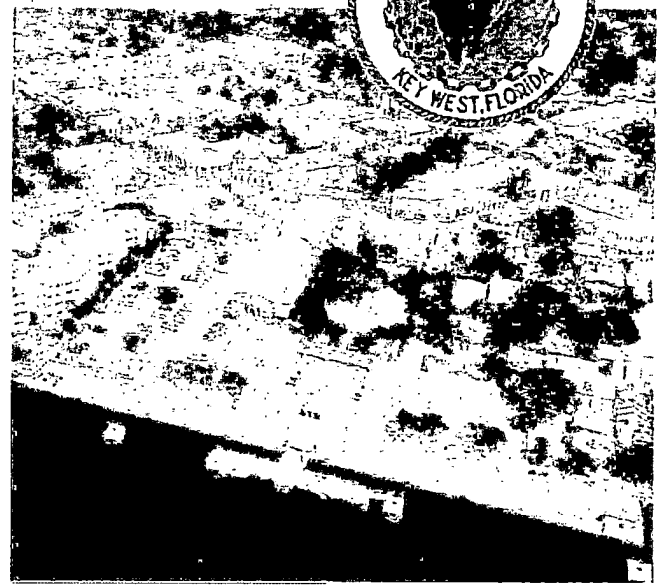
30 years' experience as environmental consultant doing environmental assessments on properties to include endangered species review, vegetation surveys, habitat assessments, and phase 1 environmental audits.

Marketing Plan & Operational Budget

Mallory Square is marketed on a variety of different internet and social media platforms as one of Key West's top tourist destination. Several travel websites, including TripAdvisor.com, travel.usnews.com, trolleytours.com, visitflorida.com, all market Mallory Square as one of the top tourist destinations and Sunset Celebration as the best thing to experience in Key West. For decades, Sunset Celebration at Mallory Square has drawn hundreds of visitors for its free, nightly arts festival showcasing various street performers and vendors. The newly upgraded restroom facilities will be highlighted and promoted on the website www.mallorysquare.com to enhance the number of daytime and nighttime visits, as well as those visiting the downtown Key West area. As these avenues for marketing are already in place, no additional marketing dollars will be required to inform the public and tourists of these upgraded restroom facilities. Regarding operational budget, the City Department of Community Services will be responsible for maintaining these new facilities. The cost of maintenance and operations will be funded in the City's Annual Budget each year during the normal budget preparation process.

Additionally, the City of Key West recently held a series of public workshops for a Community Vision Plan to gain input from the public about what they would like to see at the Sunset Celebration at Mallory Square both in the short term and long term. The advertisement for the workshop is provided on the next page. The workshops were held on March 11, 2021, March 25, 2021, April 13, 2021 (virtually) and April 15, 2021, and were very well attended, ranging in 15-25 participants per workshop. To solicit additional input, the City sent out a survey that went to the Chamber of Commerce, mom and pop shops, through Facebook, and the Business Guild. The survey has generated hundreds of responses and is still live. The public restrooms emerged as one of the top areas of concern amongst the Key West community. The cleanliness and comfort level, including supplies like soap, is perceived as very low. The restrooms overflow (evidenced by the photos in Exhibit C). The restrooms have long lines during peak hours, and the women's restrooms are especially problematic in this area. Unsafe feelings given the state of the outer walls were noted, and the restrooms signage and wayfinding were found to be deficient. Therefore, the City has chosen to prioritize this high priority item to pursue with this application.

PUBLIC WORKSHOPS



SUNSET CELEBRATION AT MALLORY SQUARE

COMMUNITY VISION PLAN

Short-term projects:

- Signage
- Lighting
- Shaded areas

Long-term vision:

- Landscape, Hardscape and Seating
- Circulation and Mobility
- Possible land uses and re-zoning

IMPORTANT UPCOMING WORKSHOP DATES

- Thursday | March 11, 2021 | 2:30pm
Waterfront Playhouse | 407 Wall Street
- Thursday | March 25, 2021 | 5:00pm
Community Services Building | 3420
Northside Drive
- Tuesday | April 13, 2021 | 3:00pm
Virtual Meeting via Zoom
- Thursday | April 15, 2021 | 3:30pm
City Hall Chambers | 1300 White Street

EMAIL: city_harc@cityofkeywest-fl.gov OR CALL: 305-809-3973 TO FIND OUT MORE



NON-COLLUSION AFFIDAVIT AND VERIFICATION
(Enclose as Exhibit L)

I, Teri Johnston, of the city of Key West, according to law on my oath, and under penalty of perjury, depose and say that:

1) I am Mayor Teri Johnston, the applicant making the application for the project described as follows:

2) The prices in this application have been arrived at independently without collusion, consultation, communication or contract for the purpose of restricting competition, as to any matter relating to such prices with any other applicant or with any competitor;

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

1) No attempt has been made or will be made by the applicant to induce any other person, partnership or corporation to submit, or not to submit, a application for the purpose of restricting competition; and

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

(Signature)

Date:

STATE OF: Florida

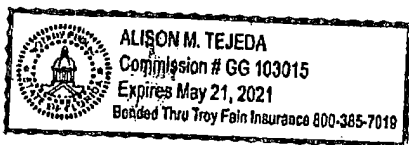
COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online

notarization, on April 20th, 2021 (date) by Teri Johnston (name

of affiant). He/She is personally known to me or has produced

_____ (type of identification) as identification.



NOTARY PUBLIC

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.

(Signature)

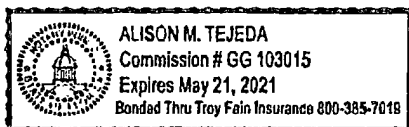
Date: 4-20-21

STATE OF: Florida

COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on April 20th, 2021 (date) by Teri Johnston (name of affiant). He/She is personally known to me or has

Produced _____ (type of identification) as identification.



NOTARY PUBLIC

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, Project Name (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:

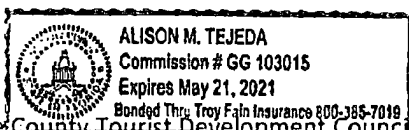
Hold harmless/indemnification. Contractor acknowledges that this agreement is funded at least in part by the BOCC/TDC and agrees to indemnify and hold harmless the BOCC/TDC and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, 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.

Teri Johnston

President of Organization/Mayor's Name Typed

President's/Mayor's Signature

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on April 20th, 2021 (date) by Teri Johnston (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.



Monroe County Tourist Development Council FY 2022 Capital Project Application

Ethics Statement
(Enclose as Exhibit O)

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

ETHICS CLAUSE

" _____
City of Key West
(Company) "

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

(Signature)

Date: _____

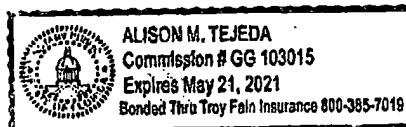
STATE OF: _____ Florida

COUNTY OF: _____ Monroe

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on April 20th, 2021 (date) by Teri Johnston
(name of affiant). He/She is personally known to me or has produced
_____ (type of identification) as identification.

NOTARY PUBLIC

My Commission Expires: 05/21/2021

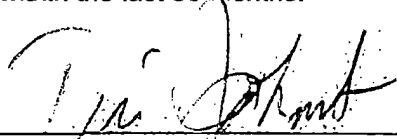


Public Entity Crime Statement Form
(Enclosure as Exhibit)

Public Entity Crime Statement:

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

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

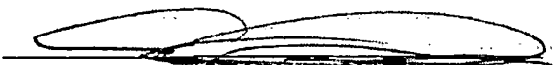

(Signature)

Date: 4-20-21

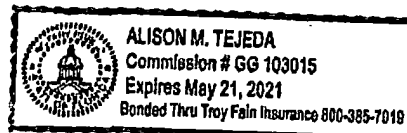
STATE OF: Florida

COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on April 20th, 2021 (date) by Teri Johnston (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.


NOTARY PUBLIC

My Commission Expires: May 21, 2021



Form W-9
(Rev. October 2018)
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.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

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 of the person whose name is entered on line 1. 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: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☒ Other (see instructions) ▶	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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 1300 White Street	
6 City, state, and ZIP code Key West FL 33040	
7 List account number(s) here (optional)	
Municipality	
Requester's name and address (optional)	

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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

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

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 for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>[Signature]</i> Finance Director	Date ▶ 1/7/2021
-----------	--	-----------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.

INSURANCE CHECKLIST AND AGENT/BIDDERS STATEMENT**(Enclose as Exhibit R)****Only for applications requesting \$20,000 or more in funding****INSURANCE CHECKLIST FOR VENDORS SUBMITTING PROPOSALS OR BIDS FOR WORK**

To assist in the development of your proposal, the insurance coverages marked with an "X" will be required in the event an award is made to your firm. Please review this form with your insurance agent and have him/her sign it in the place provided. It is also required that the bidder sign requisite form reflecting coverage and submit it with the proposal.

**WORKERS' COMPENSATION
AND
EMPLOYERS' LIABILITY**

	<u>X</u>	Workers' Compensation	Statutory Limits
			Bodily Injury by Accident/Bodily Injury by Disease, Policy Limits/Bodily Injury by Disease each employee
WC1	_____	Employers Liability	\$100,000/\$500,000/\$100,000
WC2	_____	Employers Liability	\$500,000/\$500,000/\$500,000
WC3	_____	Employers Liability	\$1,000,000/\$1,000,000/\$1,000,000
WCUSLH	_____	US Longshoremen & Harbor Workers Act	\$1,000,000
WCJA	_____	Federal Jones Act	\$1,000,000

GENERAL LIABILITY

As a minimum, the required general liability coverages will include:

- Premise Operation
- Blanket Contractual
- Products and Completed Operations
- Personal Injury

Required Limits:

GL1 _____ \$300,000 Combined Single Limit
GL2 _____ \$500,000 Combined Single Limit
GL3 X \$1,000,000 Combined Single Limit
GL4 _____ \$2,000,000 Combined Single Limit
GL5 _____ \$3,000,000 Combined Single Limit
GL6 _____ \$4,000,000 Combined Single Limit
GL7 _____ \$5,000,000 Combined Single Limit

Required Endorsements:

GLLIQ _____ Liquor Liability
GLS _____ Security Services

All endorsements are required to have the same limits as the basic policy.

BUSINESS AUTOMOBILE LIABILITY

As a minimum, coverage should extend to liability for:

- Owned; Non-Owned and Hired Vehicles

Required Limits:

VL1	_____	\$50,000 per Person; \$100,000 per Occurrence \$25,000 Property Damage Or \$100,000 Combined Single Limit (The use of VLI should be limited to special projects that involve other governmental entities or "Not for Profit" organizations. Risk Management must approve the use of this form).
VL2	_____	\$200,000 per Person; \$300,000 per Occurrence \$200,000 Property Damage or \$300,000 Combined Single Limit
VL3	<u> X </u>	\$500,000 per Person; \$1,000,000 per Occurrence \$100,000 Property Damage or \$1,000,000 Combined Single Limit
VL4	_____	\$5,000,000 Combined Single Limit

Miscellaneous Coverages

BR1	_____	Builders Risk	Limits equal to the Full Replacement Value of the completed project.
CLI	<u> X </u>	Cyber Liability	\$1,000,000
MVC	_____	Motor Truck Cargo	Limits equal to the maximum value of any one shipment
PRO	_____	Professional Liability	\$300,000 per Occurrence / \$ 500,000 Agg.
PRO2	_____		\$500,000 per Occurrence / \$1,000,000 Agg.
PRO3	_____		\$1,000,000 per Occurrence / \$2,000,000 Agg.
POL1	_____	Pollution Liability	\$ 500,000 per Occurrence / \$1,000,000 Agg.
POL2	_____		\$1,000,000 per Occurrence / \$2,000,000 Agg.
POL3	_____		\$3,000,000 per Occurrence / \$6,000,000 Agg.
POL4	_____		\$5,000,000 per Occurrence / \$10,000,000 Agg.
EDt	_____	Employee Dishonesty	\$ 10,000
ED2	_____		\$100,000
GK1	_____	Garage Keepers	\$ 300,000 (\$ 25,000 per Vehicle)
GK2	_____		\$ 500,000 (\$100,000 per Vehicle)

GK3	_____		\$1,000,000 (\$250,000 per Vehicle)
MED1	_____	Medial Professional	\$300,000/\$750,000 Agg.
MED2	_____		\$500,000/\$1,000,000 Agg.
MED3	_____		\$1,000,000/\$3,000,000 Agg.
MED4	_____		\$5,000,000/\$10,000,000 Agg.
IF	_____	Installation Floater	Maximus value of Equipment Installed
VLP1	_____	Hazardous Cargo Transporter	\$300,000 (Requires MCS-90)
VLP2	_____		\$500,000 (Requires MCS-90)
VLP3	_____		\$1,000,000 (Requires MCS-90)
BLL	_____	Bailee Liab.	Maximum Value of County Property that will be in the Bailee's possession
HKL1	_____	Hanger Keepers Liability	\$300,000
HKL2	_____		\$500,000
HKL3	_____		\$1,000,000
HKL4	_____		\$5,000,000
AIR1	_____	Aircraft Liability	\$1,000,000
AIR2	_____		\$5,000,000
AIR3	_____		\$50,000,000
AEO1	_____	Architects Errors & Omissions	\$250,000 per Occurrence, \$500,000 Agg
AEO2	_____		\$500,000 per Occurrence/\$1,000,000 Agg
AEO3	_____		\$1,000,000 per Occurrence/\$3,000,000 Agg.
AEO4	_____		\$300,000,000 per Occurrence/\$5,000,000 Agg.
ARP	X	All Risk Property	Full Replacement Value of Structure
EOJ	_____	Engineers Errors & Omissions	\$250,000 per Occurrence, \$500,000 Agg.
EO2	_____		\$500,000 per Occurrence/\$1,000,000 Agg.
EO3	_____		\$1,000,000 per Occurrence/\$2,000,000 Agg.
EO4	_____		\$5,000,000 per Occurrence/\$10,000,000 Agg.
WL1	_____	Water Craft Liability	\$500,000 per Occurrence
WL2	_____		\$1,000,000 per Occurrence

INSURANCE AGENT'S STATEMENT

I have reviewed the above requirements with the bidder named below. The following deductibles apply to the corresponding policy.

Policy	Deductibles
PRM 020-007-073	See attached Member Coverage
	Declarations

Liability policies are ☒ Occurrence ☐ Claims Made

PRM- Public Risk Management of Florida
Insurance Agency

Laura Estevez
Signature
City of Key West, Risk Management

BIDDERS STATEMENT

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all the requirements.

Patti McLaughlin, Interim City Manager
Bidder's Name and Title

Patti McLaughlin
Signature

Company Name: City of Key West



**Common
Member Coverage Declarations**

Policy Number:	#PRM020-007-073
Membership Type:	<i>Preferred Member</i>

Named Member and Mailing Address:	Managing Agent Name and Address:
<i>City of Key West As a member of Public Risk Management of Florida 3104 Flagler Avenue Key West, FL 33041</i>	<i>World Risk Management, LLC a Ballator Company 20 North Orange Avenue, Suite 500 Orlando, FL 32801</i>

Coverage Period:	From: 10/01/2020	To: 10/01/2021
	At 12:01 a.m. EST	At 12:01 a.m. EST

Schedule of Coverages

Section I: Property (Including Boiler Machinery - Separate Policy)

Section II: Crime

Section III: Comprehensive General Liability

Section IV: Automobile Liability

Section V: Public Officials Errors & Omissions

Section VI: Excess Workers' Compensation & Employers' Liability for a Group
Self-Insurer Fund Member

Section VII: Employee Benefits Liability

Total Member Contribution
Member Loss Fund

\$1,473,334

In return for the payment of the member contribution, and subject to all of the terms in this coverage document and Association By-Laws, Public Risk Management agrees to provide the coverage(s) as indicated in the schedule above. Specific coverage terms and conditions are afforded in the individual coverage forms by line of coverage.

**Claim Reporting: Public Risk Management of Florida
1-800-367-1705**



Property Member Coverage Declarations

Policy Number:	#PRM020-007-073
Membership Type:	<i>Preferred Member</i>

Named Member and Mailing Address:	Managing Agent Name and Address:
<i>City of Key West</i> <i>As a member of Public Risk Management of Florida</i> <i>3104 Flagler Avenue</i> <i>Key West, FL 33041</i>	<i>World Risk Management, LLC a Ballator Company</i> <i>20 North Orange Avenue, Suite 500</i> <i>Orlando, FL 32801</i>

Coverage Period:	From: 10/01/2020 At 12:01 a.m. EST	To: 10/01/2021 At 12:01 a.m. EST
-------------------------	--	--

<u>Coverage Schedule</u> This coverage document provides the coverage's as shown below in the Coverage schedule with the corresponding limits and deductibles.

<u>Covered Property</u>

Perils Covered:

All risks of direct physical loss or damage, including flood, earthquake, terrorism & sabotage including equipment breakdown subject to the policy exclusions. Auto Physical Damage included at Actual Cash Value.

Valuation:

\$165,289,156	All Other Perils Loss Limit (Total Insured Values per schedule on file with PRM)
Replacement Cost	Real and Personal Property
Actual Loss Sustained	Time Element (Total Insured Values per schedule on file with PRM)
\$144,769,187	Boiler & Machinery Values

<u>Maintenance Deductible</u> \$25,000 Per Occurrence

<u>Named Wind Deductible</u> 5% Of Total Values Per Unit involved in the loss, per any one occurrence.
--

<u>Named Wind Policy Shared Limit</u> Any one occurrence as outlined in the Schedule of Limits and Sub-Limits. Sub-Limits do not increase the policy limit of \$100,000,000. Membership schedule on file with Public Risk Management of Florida.
--

All Terms and Conditions per Coverage Document PRM020-007
--



**Crime
Member Coverage Declarations**

Policy Number:	#PRM020-007-073
Membership Type:	<i>Preferred Member</i>

Named Member and Mailing Address:	Managing Agent Name and Address:
<i>City of Key West As a member of Public Risk Management of Florida 3104 Flagler Avenue Key West, FL 33041</i>	<i>World Risk Management, LLC a Ballator Company 20 North Orange Avenue, Suite 500 Orlando, FL 32801</i>

Coverage Period:	From: 10/01/2020	To: 10/01/2021
	At 12:01 a.m. EST	At 12:01 a.m. EST

Limits of Liability		Deductibles	
Crime			
\$1,000,000	Monies & Securities	\$1,000	Per Occurrence
\$1,000,000	Forgery or Alteration	\$1,000	Per Occurrence
\$1,000,000	Employee Dishonesty	\$1,000	Per Occurrence

Forms & Endorsements
All Terms and Conditions per Coverage Document PRM020-007



Comprehensive General / Law Enforcement Liability Member Coverage Declarations

Policy Number:	#PRM020-007-073
Membership Type:	<i>Preferred Member</i>

Named Member and Mailing Address:	Managing Agent Name and Address:
<i>City of Key West</i> <i>As a member of Public Risk Management of Florida</i> 3104 Flagler Avenue Key West, FL 33041	<i>World Risk Management, LLC a Ballator Company</i> 20 North Orange Avenue, Suite 500 Orlando, FL 32801

Coverage Period:	From: 10/01/2020 At 12:01 a.m. EST	To: 10/01/2021 At 12:01 a.m. EST
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Limits of Liability	Self Insured Retention	
Commercial General Liability	\$100,000	Self Insured Retention Per Occurrence
\$1,000,000 Each Occurrence		
\$1,000,000 Personal/Advertising Injury		
Excluded Medical Expense		
Law Enforcement	\$100,000	Self Insured Retention Per Occurrence
\$1,000,000 Each Occurrence		

Forms & Endorsements
All Terms and Conditions per Coverage Document PRM020-007



Automobile Member Coverage Declarations

Policy Number:	#PRM020-007-073
Membership Type:	<i>Preferred Member</i>

Named Member and Mailing Address:	Managing Agent Name & Mailing Address:
<i>City of Key West</i> <i>As a member of Public Risk Management of Florida</i> 3104 Flagler Avenue Key West, FL 33041	<i>World Risk Management, LLC a Ballator Company</i> 20 North Orange Avenue, Suite 500 Orlando, FL 32801

Coverage Period:	From: 10/01/2020	To: 10/01/2021
	At 12:01 a.m. EST	At 12:01 a.m. EST

Schedule of Automobile Coverages and Limits			
This coverage document provides the coverages as shown below in the coverage schedule with the corresponding limits and deductibles. Each of the coverages apply only to those autos shown as covered auto symbols. The covered auto symbol reference is available below. Auto Physical Damage is provided under Property Section I of the Coverage Document.			
Coverages	Covered Autos Symbol	Limit	Self Insured Retention
Liability	1,8, 9	\$1,000,000	\$100,000
Personal Injury Protection	5	Statutory	\$100,000
Medical Payments		Excluded	\$0
Uninsured Motorist		Excluded	\$0
Underinsured Motorist		Excluded	\$0

- (1) Any "Auto"
- (2) Owned "Autos" only
- (3) Owned Private Passenger "Autos"
- (4) Owned "Autos" Other Than Private Passenger
- (5) All Owned "Autos" Which Require No-Fault Coverage

- (6) Owned "Autos" Subject To Compulsory U.M. Law
- (7) "Autos" Specified On Schedule
- (8) Hired "Autos"
- (9) Non-Owned "Autos"

Forms & Endorsements
All Terms and Conditions per Coverage Document PRM020-007



Public Officials Errors & Omissions Member Coverage Declarations

Policy Number:	#PRM020-007-073
Membership Type:	<i>Preferred Member</i>

Named Member and Mailing Address:	Managing Agent Name and Address:
City of Key West <i>As a member of Public Risk Management of Florida</i> 3104 Flagler Avenue Key West, FL 33041	World Risk Management, LLC a Ballator Company 20 North Orange Avenue, Suite 500 Orlando, FL 32801

Coverage Period:	From: 10/01/2020	To: 10/01/2021
	At 12:01 a.m. EST	At 12:01 a.m. EST

Limits of Liability	Self Insured Retention
Public Officials Errors & Omissions –Per Claim	Retro Date: 10/01/2000
\$1,000,000 Each Claim	
\$3,000,000 Aggregate	
\$2,500 EEOC Administrative Hearings	\$100,000 Per Claim
\$250,000 Association Annual Aggregate EEOC Administrative Hearings	
Sexual Harassment -Per Claim	Retro Date: 10/01/2000
\$1,000,000 Each Claim	
\$3,000,000 Aggregate (Part of E&O Aggregate)	\$100,000 Per Claim
Sexual Misconduct -Per Claim	Retro Date: Not Covered
\$1,000,000 Each Claim	
\$3,000,000 Aggregate (Part of E&O Aggregate)	Per Claim
Inverse Condemnation – Per Claim	Retro Date: 10/01/2015
\$100,000 Each Claim	
\$100,000 Aggregate	\$100,000
Bert Harris Act – Per Claim	Retro Date: 10/01/2010
\$300,000 Each Claim	
\$300,000 Aggregate	\$100,000
Non-Monetary Damages – Per Claim	Retro Date: 10/01/2015
\$100,000 Each Claim	
\$100,000 Aggregate	\$100,000

Forms & Endorsements
All Terms and Conditions per Coverage Document PRM020-007



Workers' Compensation and Employers' Liability for a Group Self-Insurer Fund Member Declarations

Policy Number:		#PRM020-007-073
Membership Type:		Preferred Member
Named Member & Mailing Address:	Managing Agent Name & Mailing Address:	
City of Key West <i>As a member of Public Risk Management of Florida</i> 3104 Flagler Avenue Key West, FL 33041	World Risk Management, LLC a Ballator Company 20 North Orange Avenue, Suite 500 Orlando, FL 32801	
Coverage Period:	From: 10/01/2020 At 12:01 a.m. EST	To: 10/01/2021 At 12:01 a.m. EST
Limits of Liability:		
Part 1 – Workers' Compensation (States):	FL Statutory Limits	
Part 2 – Employer's Liability Self Insured Retention:	\$100,000	
	\$2,000,000	Each Accident
	\$2,000,000	Disease-Policy Limit
	\$2,000,000	Disease-Each Employee
Part 3 – Other States Insurance:	Included	
Self-Insured Retention:	\$325,000	
Forms & Endorsements		
All Terms and Conditions per Coverage Document PRM020-007		

Note: Member responsible for Florida State Workers Compensation Assessment Fees

Description	Class Code	Estimated Payroll 2020 - 2021
STREET OR ROAD PAVING	5509	\$455,732
MARINA & DRIVERS	6838	\$1,155,843
BUS CO - ALL OTHER EMPLOYEES & DRIVERS	7382	\$1,271,696
GARBAGE WORKS	7590	\$294,337
FIREFIGHTERS & DRIVERS	7704	\$6,921,577
POLICE OFFICERS & DRIVERS	7720	\$9,035,295
AUTOMOBILE SERVICE OR REPAIR CENTER & DRIVERS	8380	\$459,671
AUTOMOBILE STORAGE GARAGE, PARKING LOT, VALET SERVICE	8392	\$120,569
CLERICAL OFFICE EMPLOYEES	8810	\$7,267,448
ATTORNEY - ALL EMPLOYEES & CLERICAL, MESSENGERS, DRIVERS	8820	\$429,750
BUILDINGS OPERATIONS BY OWNER - ALL OTHER EMPLOYEES	9015	\$431,619
PARK NOC - ALL EMPLOYEES & DRIVERS	9102	\$1,833,580
MUNICIPAL, TOWNSHIP, COUNTY OR STATE EMPLOYEE NOC	9410	\$1,478,119
<i>*Subject to Payroll Audit</i>	Total Payroll	\$31,205,236



Employee Benefits Liability Member Coverage Declarations

Policy Number:	#PRM020-007-073
Membership Type:	<i>Preferred Member</i>

Named Member and Mailing Address: <i>City of Key West</i> <i>As a member of Public Risk Management of Florida</i> <i>3104 Flagler Avenue</i> <i>Key West, FL 33041</i>	Managing Agent Name and Address: <i>World Risk Management, LLC a Ballator Company</i> <i>20 North Orange Avenue, Suite 500</i> <i>Orlando, FL 32801</i>
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Coverage Period:	From: 10/01/2020	To: 10/01/2021
	At 12:01 a.m. EST	At 12:01 a.m. EST

Limits of Liability	Self Insured Retention
Employee Benefits – Per Claim	Retro Date: 10/01/2000
<u>\$1,000,000</u> Each Claim	Self-Insured Retention
	<u>\$100,000</u>

Forms & Endorsements
All Terms and Conditions per Coverage Document PRM020-007



**Cyber Liability
Member Coverage Declarations**

Policy Number:	CYP E615094 00
Carrier:	<i>Great American Insurance Company</i>

Named Member and Mailing Address:	Managing Agent Name and Address:
<i>City of Key West</i> <i>As a member of Public Risk Management of Florida</i> <i>3104 Flagler Avenue</i> <i>Key West, FL 33041</i>	<i>World Risk Management, LLC a Ballator Company</i> <i>20 North Orange Avenue, Suite 500</i> <i>Orlando, FL 32801</i>

Coverage Period:	From: 10/01/2020	To: 10/01/2021
	At 12:01 a.m. EST	At 12:01 a.m. EST

Limits of Liability	Deductibles
Cyber Liability -- Per Claim	Retro Date: 10/01/2016
\$1,000,000 Each Claim	\$25,000 Per Claim
\$1,000,000 Annual Aggregate Per Member	
\$10,000,000 Pool Annual Aggregate	

Forms & Endorsements
All Terms and Conditions per policy.

ATTACHMENTS AND CERTIFICATIONS
(Enclose as Exhibit S)

1. The following supporting documents are attached:

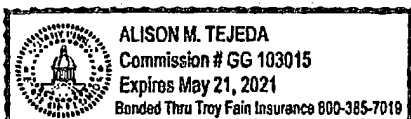
- a) ☒ Print out from Sunbiz.org "Detail by Entity" (**Exhibit A**)
- b) ☒ Documentation from bank of confirmed project funds (**Exhibit B**)
- c) ☒ If applicable: Insert or attach photograph of existing site (**Exhibit C**)
- d) ☒ Proof of ownership; long term lease or service contract (**Exhibit D**)
(Include consent of ownership for use of property as described within this application)
- e) ☐ If applicable: Enclose at least two (2) current real estate appraisals and one (1) environmental assessment (**Exhibit E**)
- f) ☐ If applicable: Enclose citations for local protective ordinances (**Exhibit F**)
- g) ☐ If applicable: Enclose copies of all recorded easement and restrictive covenants (**Exhibit G**)
- h) ☒ If applicable: Enclose description of endangered/threatened species of flora or fauna (**Exhibit H**)
- i) ☐ If applicable: Enclose ADA accessibility explanation (**Exhibit I**)
- j) ☐ If applicable: Enclose preliminary plans or architectural documents – 1 set
- k) ☒ Proposed operational budget and marketing plan (**Exhibit K**)
- l) ☒ Notarized Non-Collusion affidavit and verification (**Exhibit L**)
- m) ☒ Signed Drug Free Workplace Form (**Exhibit M**)
- n) ☒ Notarized Hold-Harmless/Indemnification form (**Exhibit N**)
- o) ☒ Notarized Ethics form (**Exhibit O**)
- p) ☒ Notarized Public Crime Entity Statement (**Exhibit P**)
- q) ☒ Applicant has printed and completed the W-9 Form included within this application (**Exhibit Q**)
- r) ☒ Applicant has printed and completed the Insurance Worksheet (pg. 26-30) with their Insurance Agent (only required if requesting \$20,000 or more in funding) (**Exhibit R**)
- s) ☒ Notarized Attachments and Certifications form (**Exhibit S**)
- t) ☒ I have read the Capital Project Funding Process and Importation Information provided on pg. 2-8 of this application

Teri Johnston

President of Organization/Mayor's Name Typed

President's/Mayor's Signature

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, on April 20th, 2021 (date) by Teri Johnston (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.



NOTARY PUBLIC

Public Facilities Category TDC Bricks & Mortar Capital Funding Applications

In 2018 Public Facilities were added to the State Statute as a permissible category. The State has determined that the Monroe County Board of County Commissioners must approve the requested project along with an independent study to demonstrate the positive impact of the infrastructure project on tourist related businesses in the County. Tourist Development Taxes are responsible for paying up to 100% of the cost of the study and up to 70% for the cost of the project.

Application	DAC	TDC	BOCC	Study
1 Application, 2 Segments Segment 1 Independent Study to demonstrate the positive impact of the infrastructure project on tourist related business in the County (District Capital Resources pays 100% of requested costs) Segment 2 Proposed Project (District Capital Resources to pay up to 70% of requested cost)	Approve	Approve	Approve Agreement (use of funds for study/project - 2 Segments)	Positive Impact on Tourism? YES Continue to Segment 2 Proposed Project at up to 70% of requested cost
	Reject 	Reject 	If less than 2/3 vote to approve 	Positive Impact on Tourism? NO 