

REQUEST FOR PROPOSALS

#003-14

BAHAMA VILLAGE COMMUNITY REDEVELOPMENT  
SUBAREA VISIONING AND CAPITAL PROJECTS WORK PLAN

SEPTEMBER 17, 2014

KANE BALLMER & BERKMAN

KEYSER MARSTON ASSOCIATES, INC.

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KANE, BALLMER & BERKMAN

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Attorneys Admitted in Florida:  
Kendall D. Levan, Principal Shareholder  
Carol A. Leone, Senior Associate

September 15, 2014

Cheri Smith, City Clerk  
City of Key West  
City Hall  
3126 Flagler Avenue  
Key West, Florida 33040

RE: Request for Proposals #003-14/Bahama Village Community Redevelopment  
Subarea Visioning and Capital Projects Work Plan

Dear Ms. Smith:

Thank you for the opportunity for Kane Ballmer & Berkman, a law corporation (“KBB”), and Keyser Marston Associates, Inc., a provider of integrated real estate advisory services (“KMA”), to submit a joint proposal to the City of Key West for the preparation of the Bahama Village Community Redevelopment Subarea Visioning and Capital Projects Work Plan.

KBB, since its inception in 1963, has provided top quality, efficient and ethical legal and consulting services to redevelopment agencies, community development commissions, municipalities, special districts, and other public entities for all sizes and types of communities. KBB’s services have in the past focused primarily in Southern and Northern California; however, KBB established its Florida operations last year and is engaged in providing top quality services throughout Florida. KBB focuses its services in the areas of redevelopment, housing, land use, municipal, environmental, construction and general public law. KBB has been integral and instrumental in redeveloping and revitalizing numerous communities by assisting with initial planning goals and with public and public-private implementation activities. KBB’s long standing philosophy in its provision of services is to provide its clients with practical, creative and goal oriented solutions in an expeditious, engaged and committed manner. Further, KBB takes pride in its conscientious approach to each of its client’s desired goals, and values its long standing and close working relationships cultivated and maintained with each client over the years.

KMA is a premier provider of integrated real estate advisory services with a successful practice primarily focused in the Western United States, while currently expanding its practice to the South Eastern United States. KMA’s specializations include public-private real estate transactions, economic development strategies, market feasibility and highest and best use analyses for individual projects along with general & specific plans, fiscal and economic impact

KANE BALLMER & BERKMAN

Cheri Smith, City Clerk  
City of Key West

September 15, 2014  
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studies, affordable housing transactions, strategic planning and policies, and municipal services financing strategies. KMA serves a diverse client base, including nearly every major municipality in California, as well as ports, transit agencies, base closure authorities, county and special districts, school districts, colleges and universities, hospitals, Indian tribes and large property owners. Now in its fortieth year, KMA has continued to hold the same commitment to clients, which is to provide creative, pragmatic solutions on complex urban development. KMA brings high levels of service and integrity to each and every assignment, while listening and responding to its clients' needs. KMA strives to be a team player, and has developed long-standing collaborative relationships with its clientele—a testament to the quality of KMA's services. KMA's measure of success is by the successful implementation of its clients' projects.

KBB and KMA have worked together and collaborated on many key redevelopment planning and implementation projects on behalf of cities and redevelopment agencies, and we continue to do so today. These projects are too numerous to list here but some examples of our work include the public-private developments of Horton Plaza and the Gaslamp Quarter in San Diego, which transformed downtown San Diego into a vibrant, pedestrian friendly and economically successful area. We also collaborated on a large-scale mixed-use project that includes market-rate, affordable and artists live-work residential units located at the coast in Santa Monica. We have undertaken similar assignments in Huntington Beach, Inglewood, Los Angeles, Oxnard and Santa Clara. Finally, we are currently working on a transit oriented mixed-use project that includes office, hotel, retail and residential uses, a high quality office and retail complex project with an elevated plaza and "grand stairs" located in an urban community in the Los Angeles area, and also a hotel project and a beach bikeway and public access project located in a seaside community in the San Diego area.

The enclosed proposal is submitted in compliance with the specifications set forth in the City of Key West's Request for Proposals #003-14. KBB and KMA appreciate this opportunity and are fully committed to providing the services described in the proposal.

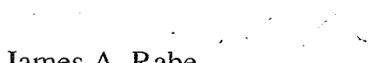
Very truly yours,

KANE, BALLMER & BERKMAN, a law corporation



Kendall D. Levan  
Principal Attorney

KEYSER MARSTON ASSOCIATES, Inc.



James A. Rabe  
Senior Principal

Enclosures

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## 2. INFORMATION PAGE

*Project Name*

RFP #003-14 Bahama Village Redevelopment Area  
Visioning and Capital Projects Work Plan

*Prime Consultant*

Kane, Ballmer & Berkman, a law corporation  
113 S. Monroe Street; 1<sup>st</sup> Floor, Tallahassee, FL 32301  
515 S. Figueroa Street; Suite 780, Los Angeles, CA 90071  
402 W. Broadway; 4<sup>th</sup> Floor, San Diego, CA 92101

AND

Keyser Marston Associates, Inc.  
500 S. Grand Avenue; Suite 1480, Los Angeles, CA 90071  
160 Pacific Avenue; Suite 204, San Francisco, CA 94111  
555 W. Beech Street; Suite 460, San Diego, CA 92101

*Project Managers &  
Persons With Authority*

Kane, Ballmer & Berkman, a law corporation:

Kendall D. Levan, Principal Attorney  
(managing attorney Tallahassee, Florida office)  
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Assistant Project Manager:

Carol A. Leone, Senior Attorney  
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Keyser Marston Associates, Inc.:

James A. Rabe, Senior Principal  
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### 3. ORGANIZATION CHART

*Prime Consultant*

Kane, Ballmer & Berkman, a law corporation  
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515 S. Figueroa Street; Suite 780, Los Angeles, CA 90071  
402 W. Broadway; 4<sup>th</sup> Floor, San Diego, CA 92101

AND

Keyser Marston Associates, Inc.  
500 S. Grand Avenue; Suite 1480, Los Angeles, CA 90071  
160 Pacific Avenue; Suite 204, San Francisco, CA 94111  
555 W. Beech Street; Suite 460, San Diego, CA 92101

*Key Personnel, Location  
& Responsibility*

KANE, BALLMER & BERKMAN, A LAW CORPORATION:

Kendall D. Levan, Principal Attorney  
(managing attorney Tallahassee, Florida office)  
113 S. Monroe Street; 1<sup>st</sup> Floor, Tallahassee, FL 32301  
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Email address: [klevan@kbblaw.com](mailto:klevan@kbblaw.com)

Ms. Levan will manage and oversee the entire project to completion, negotiate the contract with the City of Key West for consultant services, appear at public participation meetings and public meetings before the City Commission and the Community Redevelopment Agency Board of Directors as requested by the City of Key West, participate in meetings with staff, and conduct work as necessary to thoroughly fulfill the deliverables for the project.

Assistant Project Manager:

Carol A. Leone, Senior Attorney  
113 S. Monroe Street; 1<sup>st</sup> Floor, Tallahassee, FL 32301  
Telephone No. (855) 498-8554  
Facsimile No. (850) 201-7101  
Email address: [cleone@kbblaw.com](mailto:cleone@kbblaw.com)

Ms. Leone will assist Ms. Levan with co-managing the project to completion and the specific actions necessary to thoroughly fulfill the deliverables for the project, appear at public participation meetings and public meetings before the City Commission and the Community Redevelopment Agency Board of Directors as needed

and as requested by the City of Key West, participate in meetings with staff as needed, and conduct work as necessary to thoroughly fulfill the deliverables for the project.

Other Key Personnel for KBB:

Murray O. Kane  
515 S. Figueroa Street; Suite 780, Los Angeles, CA 90071  
Telephone No. (213) 617-0480  
Facsimile No. (213) 625-0931  
Email address: [mkane@kbblaw.com](mailto:mkane@kbblaw.com)

Mr. Kane is founding Principal of KBB and is a California (non Florida) attorney. Due to Mr. Kane's extensive redevelopment experience for over 40 years bringing to fruition significant community projects, Mr. Kane will be available to provide guidance as necessary on the deliverables for the project.

Royce K. Jones  
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Email address: [rjones@kbblaw.com](mailto:rjones@kbblaw.com)

Mr. Jones is a Principal of KBB and is a California (non Florida) attorney. Due to Mr. Jones' extensive redevelopment experience for over several years bringing to fruition significant community projects, Mr. Jones will be available to provide guidance as necessary on the deliverables for the project.

KEYSER MARSTON ASSOCIATES, INC.:

James A. Rabe, Senior Principal  
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Email address: [jrabe@keysermarston.com](mailto:jrabe@keysermarston.com)

Mr. Rabe will assist with managing the project to completion, negotiate the contract with the City of Key West for consultant services, appear at public participation meetings and public meetings before the City Commission and the Community Redevelopment Agency Board of Directors as needed and as requested by the City of Key West, participate in meetings with staff, and conduct work as necessary to thoroughly fulfill the deliverables for the project.

Technical roles

Mr. James A. Rabe is a Senior Principal with the Los Angeles office, with over 30 years of financial, real estate and economic development consulting experience including 17 years with KMA. He will oversee all aspects of KMA's work on the Highest and Best Use Analyses, Capital Projects, and Implementation Program.

Ms. Kathleen Head is Managing Principal who has been with KMA since 1983. Ms. Head manages the housing related services performed by the Los Angeles office and has extensive experience in program creation, policy analysis, feasibility evaluations and transaction structuring.

Ms. Julie Romey is a Senior Principal who advises clients on affordable housing policy, economic development and real estate assignments. She also has experience in military base conversions and corporate real estate. Either Ms. Head or Ms. Romey will oversee any affordable housing analyses.

Mr. Greg Soo-Hoo is a Senior Principal who oversees the fiscal consulting and public finance practice at KMA. Mr. Soo-Hoo brings over 23 years of experience in redevelopment and public finance. He will oversee tax increment projections and contribute to capital programs.

Mr. Kevin Engstrom is a Senior Principal who specializes in real estate market feasibility and financial feasibility services. He will lead the market and economic analyses.

*Potential Sub-Consultant*

KBB and KMA may find it necessary for us to retain the expertise of a local planner to assist with the creation of maps and provide input on potential zoning code and plan amendments. However, we are not certain at the time of submittal of this proposal that we would need to retain such a professional outside of our respective corporate organizations. However, in the interest of full disclosure, we provide this information for your review.

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#### 4. COMPANY INFORMATION

I. Kane, Ballmer & Berkman, a law corporation:

Kane, Ballmer & Berkman, a law corporation ("KBB") is an AV-rated law firm with 12 attorneys and 6 support staff, including legal and administrative assistants and office services staff. KBB maintains offices in Los Angeles, California, San Diego, California and Tallahassee, Florida. KBB's Los Angeles office contains the majority of its attorneys and staff.

KBB has 4 shareholders, namely Murray. O. Kane, founder and managing shareholder, Royce K. Jones, Kendall D. Levan, and Susan Y. Apy. All 4 shareholders are licensed to practice law in California. Kendall D. Levan also is licensed to practice law in Florida and Connecticut and before the United States Supreme Court, and manages the Florida office.

KBB, since its inception in 1963, has provided top quality, efficient and ethical legal and consulting services to redevelopment agencies, community development commissions, municipalities, special districts, and other public entities for all sizes and types of communities. KBB's services have been focused primarily in Southern and Northern California; however, KBB established its Florida operations last year and is engaged in providing top quality services throughout Florida. In connection with its practice, KBB has provided legal services in related substantive fields such as military base conversions, environmental procedures and determinations (under both state and federal regulations), hazardous waste litigation and remediation, land use and planning, redevelopment plans, real estate development and finance, assessment district creation, public works, redevelopment and municipal bonds, securitization programs, property taxation and assessments, affordable and market-rate housing, eminent domain, and general municipal and trial and appellate litigation relating to these subjects.

KBB's overriding objective is to assist and provide each of its clients with the level of activism most appropriate and useful to the client in order for that client to accomplish its myriad goals and objectives. KBB currently represents more than 36 public entities, mostly former redevelopment agencies and municipalities located throughout California. KBB also represents a small number of private clients. The following represents a sample of current active public agency clients of KBB: Culver City, Downey, El Centro, Glendale, Huntington Beach, Imperial Beach, Inglewood, Los Angeles, Lynwood, Maywood, La Mesa, Coronado, National City, Ojai, Ontario, Orange, Oxnard, Palmdale, Pasadena, Poway, Redondo Beach, San Diego, San Jose, Santa Monica, South Pasadena, and Vernon.

KBB has experience in matters important to the preparation and implementation of land use and redevelopment plans, including, without limitation, zoning regulations; general, community, comprehensive, strategic, specific, and capital improvement plans; subdivision and tentative mapping; property, hotel and sales tax systems; conceptual and practical aspects of tax sharing arrangements; public-private developments and developer advances and payments for governmental purposes; real estate construction and rehabilitation; real estate debt and equity financing and security; and bonds, assessment districts and various other financial alternatives available for capital outlays. While KBB does not act as bond counsel per se, KBB has acted as

special counsel to many public entities with direct involvement in formulating plans and the essential structure and terms for bond issuances and other indebtedness such as tax allocation bonds, certificates of participation, lease revenue bonds, mortgage revenue bonds, and qualified redevelopment bonds, for the purpose of achieving overall objectives of redevelopment plans.

KBB has played a major role in aiding redevelopment agencies and municipalities adopt and amend redevelopment plans. A partial listing of the clients for which KBB has done so includes:

|              |                 |                     |
|--------------|-----------------|---------------------|
| Anaheim      | Huntington Park | Redondo Beach       |
| Arcadia      | La Mesa         | San Diego           |
| Azusa        | La Mirada       | San Dimas           |
| Baldwin Park | Lompoc          | San Juan Capistrano |
| Bakersfield  | Long Beach      | Santa Ana           |
| Carlsbad     | Los Angeles     | Santa Monica        |
| Claremont    | Lynwood         | Signal Hill         |
| Cudahy       | Maywood         | Temple City         |
| Culver City  | Moreno Valley   | Victorville         |
| Garden Grove | Oceanside       | Vernon              |
| Glendale     | Pasadena        | West Covina         |
| Hawthorne    | Palmdale        | Whittier            |

KBB's role in such plan adoptions and amendments typically includes drafting the required documents and providing assistance with gathering evidence to support public agency determinations. In such capacity, KBB provides advice and representation concerning such diverse issues as appropriate boundaries, advisory committees, environmental analyses, blight findings, public notice, and fiscal review. As requested by the clients, KBB's personnel participates in public meetings and hearings on the plan adoptions or amendments, which meetings or hearings are integral to the redevelopment process. KBB reviews and prepares resolutions and reports required to provide a sufficient basis upon which public agency decision-makers may act. In addition, KBB reviews and prepares findings and other documents with a perspective which anticipates potential legal challenges in order to avoid or minimize such challenges.

KBB has likewise played a major role in aiding redevelopment agencies and municipalities implement redevelopment plans and various land use plans. In such capacity, KBB provides advice and representation on, and reviews and prepares the necessary documents for, public agency property acquisition and disposition, funding and construction of capital and other public improvement projects, and construction or rehabilitation projects, among other projects, that further and achieve the overall objectives of said plans.

KBB has also played an integral role with helping clients maximize their use of public funds, together with Community Development Block Grant funds, tax credits, and other governmental funding, toward the development of low- and moderate- housing that serves the local community. KBB has assisted clients with achieving their affordable housing goals through programs for new or rehabilitated stand-alone and in-fill housing projects, as well as for senior,

assisted living, disabled, homeless and supportive housing. KBB has also guided clients through joint use of such funds with neighboring communities.

KBB attorneys have continuously been at the forefront of redevelopment law and affordable housing and are frequent speakers at professional events on these subjects. In 1975, KBB attorneys drafted the statutory language used by the California State Legislature as the basis for the low- and moderate- income housing tax increment set-aside requirements set forth in the California Community Redevelopment Law. In addition, KBB's founder Murray O. Kane and founder Gene Jacobs were each a recipient of the California Redevelopment Association's prestigious Lifetime Achievement Award.

KBB is a member of the Florida Redevelopment Association ("FRA"), among other important professional organizations. KBB's Florida attorneys, namely Kendall D. Levan and Carol A. Leone, will soon receive their designations as certified redevelopment professionals for completion of the FRA Academy program this October 2014. The FRA Academy program is designed to promote a high level of knowledge and professionalism in the field of Florida redevelopment.

## II. Keyser Marston Associates, Inc.:

Keyser Marston Associates, Inc. (KMA) is a full service real estate, financial, redevelopment and economic consulting firm specializing in real estate advisory and evaluation services, redevelopment, economic development, and financial analyses. KMA was founded in 1973 and has been serving public agencies and private clients for nearly 40 years. KMA is a privately held corporation whose shareholders are all principals of the firm. The majority of KMA assignments involve long-standing client relationships with city and county governments, including nearly all of California's largest cities.

The increased complexities of redevelopment and public/private real estate transactions demand strong technical skills in real estate, economics, and public finance. The firm uniquely possesses this combination of skills. Some of the reasons include:

**Nearly 40 years' experience** assisting all levels of public sector clients throughout the State and the West in real estate market and evaluation services, developer selection and negotiation, structuring public financing of public/private transactions, affordable housing and economic development services.

**KMA's unique integration of real estate expertise, development practices, and a strong public finance background**, results in fiscal and economic analyses appropriate for redevelopment plan feasibility studies, implementation, fiscal consultant due diligence analysis, and affordable housing financial services.

**Commitment of principals who are recognized leaders in redevelopment** throughout California. The philosophy and structure of KMA allows clients to have maximum direct contact with principals.

The combined knowledge and expertise in these areas has resulted in KMA's ability to provide services, which not only comply with the current policies and practices pertaining to redevelopment and municipal governance, but also are based on a fundamental understanding of real estate markets, valuations and financing.

## **STATEMENT OF FIRM CAPABILITIES**

KMA provides a complete range of real estate services including market analyses, highest and best use studies, financial feasibility analyses, preparation of requests for qualifications and proposals, developer selection, and disposition negotiations including ground lease negotiations. Supporting technical analyses include economic development and fiscal impact analyses and the analyses of alternative occupancy options. Uniquely, KMA combines its real estate advisory services with a range of financial planning services, including tax increment projections and verification, fiscal consultant services, projection of public revenues, fiscal impact analyses and economic analyses of alternative land use options. This integration of disciplines allows extremely cost effective coordinated services for our clients.

### **Economic Analysis**

KMA provides a full range of real estate services to its public sector clients. The use of market demand analyses and pro forma financial analyses to evaluate the financial feasibility of a wide range of projects is a strength of KMA. Financial feasibility analyses are typically geared toward providing KMA's public sector clients with a perspective on the private sector development economics for proposed projects. This is often a key factor in identifying the need for public assistance. Disposition consulting services cover a broad spectrum, in which KMA assists clients in the disposition of real estate holdings. KMA has also taken an active role in the negotiation process leading to Disposition and Development Agreements (DDA), Owner Participation Agreements (OPA) and ground leases.

### **Real Estate Services**

- **Feasibility Assessment** - KMA has undertaken real estate feasibility studies for clients ranging from institutional investors, private investors, not-for-profit organizations, to numerous public agencies. While the purpose of these studies varies considerably, the essence is to identify the basic demand for the use being tested, an essential component in the decision making process. The Los Angeles office has undertaken numerous commercial, retail and housing market opportunity assessments, and has assisted clients in the identification of immediate, mid and long-term redevelopment strategies. Such analysis has included numerous assignments in support of specific plan activities.
- **Financial Evaluation** - The use of pro forma financial analyses to evaluate the financial feasibility of a wide range of projects is a strength of KMA. These financial feasibility analyses are typically geared toward providing KMA's clients with a clear perspective on the private sector development economics for proposed projects. This is often a key factor in identifying the need for and extent of public assistance. Land uses within our expertise include hotel, office, all forms of retail, industrial, airport-related commercial,

market rate and affordable housing, auto dealership, and sports and convention center uses, among others.

- **Disposition/Owner Participation Consulting** - This service covers a broad spectrum, in which KMA assists clients in the disposition of real estate holdings. These services include preparation of developer solicitation documents, developer selections and reviews including due diligence, participation in developer or owner negotiations, and analysis of pending agreements. KMA has taken an active role in the negotiation process leading to literally hundreds of DDA's and OPA's. Financial structuring has included the use of assessment district financing, parking revenue bonds, Certificates of Participation, Section 108 loans, BEDI and EDI Grants and loans, and developer advances. A particular expertise is the negotiation of ground leases between public and private sectors.
- **Fiscal Impact Analysis** - As a full service land economics consulting firm specializing in real estate predevelopment and evaluation services, KMA has developed extensive experience in fiscal/economic impact analysis in the assessment of revenue and cost impacts to be generated by proposed developments or implementation of plans. The analyses evaluate both capital and annual on-going revenue and service cost impacts, as well as an evaluation of employment and income effects.

#### **Economic Development Services**

- **Revitalization Strategies** - KMA has undertaken numerous revitalization studies for public clients. Based on sound and in-depth analysis of market conditions, KMA has developed strategies that emphasize implementation. The analyses of market conditions include demographic trends, employment patterns, commercial activities, and leakage of retail sales to neighboring communities. From these analyses, KMA formulates economic revitalization strategies through the development of a targeted industry retention and attraction program.
- **Strategic Plans for Retail, Commercial and Industrial Uses** - KMA's economic development services include identifying optimal mix of retail, commercial and industrial uses. KMA's expertise in this area has been particularly suitable for defense and military base conversion projects. KMA's services have assisted public sector clients in formulating policies that maximize revenue potential.

#### **Redevelopment Plan Adoption and Amendment Services**

- KMA has been lead consultant in providing full plan adoption/plan amendment services and has also provided specific services encompassing financial feasibility analysis, blight study, and taxing agency consultations. Since 1993, KMA's plan adoption staff completed over 40 redevelopment plan assignments.
- KMA also provides the clients with financial advisory services related to project tax increment financing and capital programs. KMA has prepared Fiscal Consultant Reports relating to over \$2.6 billion in tax allocation bonds. The Fiscal Consultant Services

required of these bond issues included an identification of assessment appeals, verification and reconciliation of taxable values, analysis of any tax sharing agreements, projection of tax increment revenues, analysis of tax receipts and delinquencies, and identification of largest property owners within the redevelopment project.

### **Housing**

- **Market and Financial Analysis of Projects with Affordable Housing Component** - KMA prepares market and financial analyses that result in identifying an appropriate level of City participation in a project. We evaluate the impact of burdens and incentives on affordable housing programs and advise on all aspects of project financing, including the use of low income housing tax credits, CHFA, HUD, and Federal Home Loan Bank programs.
- **Prepare Nexus Studies for Housing Linkage Fees** - KMA is an expert in preparing nexus studies that establish development fees to fund the construction of affordable housing. Past KMA studies have aided major California jurisdictions with these programs. We participated in the precedent-setting Sacramento case reviewed by the U.S. Supreme Court. These experiences make KMA uniquely qualified to prepare and assist in defense of these programs. The firm currently is assisting a number of communities in the adoption and implementation of inclusionary housing programs.
- **Assess Developer Qualifications** - KMA has assisted cities in the evaluation and selection of developers for affordable housing projects. The evaluation typically includes a thorough review of the developer's track record, financial strength, management company, and development team.

A list of KMA's clients are provided on the following pages:

# KMA'S REPRESENTATIVE CLIENTS

## Southern California Clients

Agoura Hills  
 Alhambra  
 Anaheim\*  
 Arcadia\*  
 Azusa  
 Banning  
 Bell Gardens\*  
 Beverly Hills\*  
 Big Bear Lake  
 Brea\*  
 Buellton  
 Burbank\*  
 Calabasas  
 Calexico  
 Carlsbad  
 Carpinteria  
 Cathedral City\*  
 Cerritos  
 Chino Hills  
 Chula Vista\*  
 Claremont  
 Colton  
 Commerce\*  
 Corona  
 Costa Mesa\*  
 Covina  
 Culver City\*  
 Cypress\*  
 Downey  
 Duarte  
 El Cajon  
 El Centro  
 El Monte  
 Encinitas  
 Escondido  
 Fontana  
 Fullerton  
 Garden Grove\*  
 Glendale\*  
 Glendora  
 Grover Beach  
 Hawthorne\*  
 Huntington Beach\*  
 Huntington Park\*  
 Imperial Beach  
 Indian Wells\*  
 Indio\*  
 Industry  
 Inglewood\*  
 Irvine\*  
 Irwindale  
 La Mesa  
 La Mirada  
 La Palma  
 Laguna Beach  
 Laguna Niguel  
 Lawndale  
 Lemon Grove  
 Long Beach\*  
 Los Alamitos  
 Los Angeles\*  
 Lynwood  
 Mammoth Lakes

Manhattan Beach\*  
 Maywood  
 Mission Viejo\*  
 Monrovia\*  
 Montebello  
 Monterey Park\*  
 Moreno Valley\*  
 National City  
 Newport Beach\*  
 Norco\*  
 Oakdale  
 Oceanside  
 Ontario  
 Orange  
 Oxnard\*  
 Palm Springs\*  
 Palmdale  
 Paramount  
 Pasadena\*  
 Pico Rivera  
 Pomona\*  
 Poway\*  
 Rancho Cucamonga  
 Rancho Mirage\*  
 Redlands\*  
 Redondo Beach  
 Rialto  
 Riverside\*  
 Rolling Hills Estates  
 San Bernardino\*  
 San Buenaventura\*  
 San Clemente  
 San Diego  
 San Fernando\*  
 San Gabriel\*  
 San Juan Capistrano  
 San Marcos  
 Santa Ana\*  
 Santa Clarita  
 Santa Fe Springs\*  
 Santa Monica\*  
 Santee  
 Seal Beach  
 Signal Hill\*  
 Simi Valley\*  
 South Gate  
 South Pasadena\*  
 Temecula  
 Temple City  
 Thousand Oaks\*  
 Torrance\*  
 Tustin  
 Upland  
 Vernon\*  
 Victorville  
 Visalia  
 Vista  
 West Covina\*  
 West Hollywood\*  
 Westminster  
 Whittier\*  
 Yorba Linda  
 Yucaipa

## Northern California Clients

Alameda  
 Antioch  
 Bakersfield  
 Belmont  
 Benicia  
 Brisbane  
 Campbell  
 Capitola  
 Citrus Heights  
 Clayton  
 Clovis\*  
 Concord  
 Corte Madera  
 Cotati  
 Cupertino  
 Daly City  
 Danville  
 Davis  
 East Palo Alto  
 El Cerrito  
 El Paso De Robles  
 Emeryville  
 Eureka  
 Fairfield  
 Foster City  
 Fremont  
 Fresno  
 Half Moon Bay  
 Hayward  
 Hercules  
 Hollister  
 Lincoln  
 Livermore  
 Manteca  
 Marin City  
 Marina  
 Martinez  
 Menlo Park  
 Merced  
 Mill Valley  
 Millbrae  
 Milpitas  
 Modesto  
 Monterey  
 Morgan Hill  
 Mountain View  
 Napa  
 Novato  
 Oakland  
 Orinda  
 Pacifica  
 Palo Alto  
 Petaluma

Pinole  
 Placerville  
 Pleasant Hill  
 Redwood City  
 Richmond  
 Roseville  
 Sacramento  
 Salinas  
 San Bruno  
 San Carlos  
 San Francisco  
 San Jose\*  
 San Leandro  
 San Mateo  
 San Pablo  
 San Rafael  
 San Ramon  
 Sand City  
 Santa Clara  
 Santa Cruz\*  
 Santa Rosa  
 South San Francisco  
 South Lake Tahoe  
 Stockton  
 Sunnyvale  
 Tiburon  
 Turlock  
 Vallejo  
 Walnut Creek  
 Watsonville  
 West Sacramento\*  
 Windsor  
 Woodland  
 Yuba City  
 Other Western  
 Cities  
 Albuquerque, NM  
 Boise, ID  
 Carson City, NV  
 Las Vegas, NV  
 North Las Vegas, NV  
 Phoenix, AZ  
 Portland, OR  
 Provo, Utah  
 Reno, NV  
 Springfield, OR  
 Tigard, OR  
 Tualatin, OR  
 Other U.S. Cities  
 Austin, TX  
 Indianapolis, IN  
 Richmond, VA

Note: List includes Cities and Redevelopment Agencies  
 Note "\*" Identifies Current Los Angeles Office Assignments

## KMA'S REPRESENTATIVE CLIENTS (cont'd)

### Other Government Agencies

|   |                       |
|---|-----------------------|
| Clark County, Nevada                                      | County of Santa Cruz  |
| County of Alameda   | County of Santa Clara |
| County of Contra Costa                                    | Port of Long Beach*   |
| County of Los Angeles*                                    | Port of Los Angeles*  |
| County of Marin   | Port of Oakland       |
| County of Napa  | Port of Portland, OR  |
| County of Orange  | Port of Redwood City  |
| County of Placer  | Port of San Diego     |
| County of Sacramento                                      | Port of San Francisco |
| County of San Bernardino*                                 | Port of Seattle, WA   |
| County of San Diego                                       |                       |
| Bay Area Rapid Transit District (BART)                    |                       |
| California Transportation Commission (Caltrans)           |                       |
| Los Angeles County Metropolitan Transportation Authority* |                       |
| Metropolitan Transportation Commission                    |                       |
| North County Transit District (San Diego)                 |                       |
| Sacramento Regional Transit                               |                       |
| San Diego Metropolitan Transit Development Board          |                       |
| Monterey County Housing Authority                         |                       |
| Nevada Housing Division                                   |                       |
| San Diego Housing Commission                              |                       |
| San Jose Housing Department*                              |                       |
| Santa Clara County Housing Authority                      |                       |
| Santa Rosa Housing Authority                              |                       |
| Centre City Development Corporation, San Diego            |                       |
| Las Vegas Centre City Development Corporation             |                       |
| Long Beach Housing Corporation*                           |                       |
| Los Angeles County Community Development Commission*      |                       |
| Peninsula Improvement Corporation (Naples, FL)            |                       |
| Portland Development Commission                           |                       |
| Southeast Economic Development Corporation of San Diego*  |                       |
| Capital Area Development Authority                        |                       |
| California Coastal Conservancy                            |                       |
| Fort Ord Reuse Authority                                  |                       |
| California State University Fresno Association*           |                       |
| Golden Gate National Park Association                     |                       |
| Long Beach Harbor Commission                              |                       |
| Pasadena Chamber of Commerce                              |                       |
| San Francisco Planning Department                         |                       |
| Sacramento Office of Parks & Recreation                   |                       |
| Sacramento Visitors and Convention Center                 |                       |
| San Diego State University Foundation                     |                       |
| San Jose International Airport                            |                       |
| San Mateo County Harbor District                          |                       |
| Santa Monica Pier Corporation                             |                       |
| South Coast Air Quality Management District               |                       |
| State Of California Department of Transportation          |                       |
| State Of California Office of Real Estate & Design        |                       |
| U.S. Army Corps of Engineers                              |                       |

Note "\*" Identifies Current Los Angeles Office Assignments

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## 5. METHODOLOGY AND APPROACH

Kane, Ballmer & Berkman, a law corporation (“KBB”) has been assisting municipal related public entities with planning and implementing redevelopment activities and fulfilling objectives set forth in redevelopment and land use plans since KBB’s very inception in 1963. KBB has played an integral role in establishing many of the major tenets of California redevelopment law still applicable today and modeled by some 47 other states that passed redevelopment laws, including Florida.

Keyser Marston Associates, Inc. (“KMA”) has likewise been in the business of providing assistance to municipal related public entities with planning and implementing redevelopment activities and fulfilling objectives set forth in redevelopment and land use plans since KMA’s inception in 1973.

Based on the combined history and experience of both KBB and KMA, KBB and KMA, together, will provide a fresh and unique approach and perspective to the City of Key West’s redevelopment planning and implementation goals and will prepare the Bahama Village Community Redevelopment Subarea Visioning and Capital Projects Work Plan (“Visioning and Capital Projects Work Plan”) with creativity, legal and supportive justification, and efficiency.

### Project Understanding

Key West’s Amended and Restated Community Redevelopment Plan approved on January 5, 2010 (“CRA Plan”) and the 2011 Strategic Plan approved in May of 2011 (“Strategic Plan”) each discuss and outline certain objectives to be accomplished, assorted methods to be used, and desired results from the proposed Visioning and Capital Projects Work Plan. By following the lead of these documents, the framework for what needs to be accomplished in the preparation of the Visioning and Capital Projects Work Plan is provided, as well as information on potential challenges to that end. The Visioning and Capital Projects Work Plan must outline a comprehensive approach to pursuing the goals and objectives provided in the aforementioned planning documents, including an analysis of the accomplishments to date and those items that remain outstanding. The Visioning and Capital Projects Work Plan must consider the existing tax increment revenue available for leverage and expenditure and how may future tax increment revenue and other funding sources be generated and utilized for expenditure in the redevelopment area. The limited undeveloped parcels within the Bahama Village Community Redevelopment Subarea (“BVCRSA”) must be considered in determining the highest and best use for the land that is available for redevelopment and revitalization, most notably the Truman Waterfront Parcel. The ultimate use of the Truman Waterfront Parcel should be cohesive with, and complementary to, the projected Truman Waterfront Park. Land use planning must provide a method for seamlessly connecting the Truman Waterfront Parcel with both the Truman Waterfront Park and the balance of the BVCRSA and the Key West community. For both residents and visitors of Key West, all uses should flow and be both aesthetically pleasing and make practical sense, as this is an area that is considered an entry-way into Key West, particularly by visitors traveling to Key West by cruise ship. In addition, this area is the last remaining vacant parcel of significant size and should be designed to create the best use and

value to Key West's residents. Ultimately, any use of the Truman Waterfront Parcel will be consistent and in conformance with the Key West Final Base Reuse Plan and other requirements of the BRAC process for the transfer and use of this property.

### Approach

The CRA Plan provides the Caroline Street Corridor and Bahama Village Community Redevelopment Agency ("CRA") and the City of Key West ("City") with the necessary authority to utilize the various legal methods and tools allowed by the Community Redevelopment Act of 1969 ("Act") for redevelopment and revitalization with the ultimate goal of eliminating blight. Specifically, Section 7.04 of the CRA Plan, on Page 92, provides that the CRA Plan "*shall be deemed to provide an additional and alternative method for doing any of the things approved and authorized hereby and shall be regarded as supplemental and additional to other powers and methods conferred by law, and shall not be regarded as in derogation of any powers or alternative procedures available to the CRA or City now existing or which may hereafter come into existence. This Plan and the objectives, strategies and procedures, being necessary for the health, safety and welfare of the inhabitants of the City, shall be liberally construed to be consistent with the Community Redevelopment Act and to effect the purposes hereof.*"

In light of the broad authority provided to both the CRA and the City in the CRA Plan, an open-minded approach can be used to achieve the BVCRSA's goals and objectives through forming a Visioning and Capital Projects Work Plan that responds to the concerns of the community, such as facilitating the preservation of historic structures and the island's cultural character and reducing displacement of residents, while furthering the community's needs, such as facilitating infrastructure needs, renewal and renovation of existing deteriorated structures, and additional housing opportunities.

### Scope of Services

#### A. Visioning Process/Public Meetings.

KBB and KMA will jointly perform the tasks outlined in the Request for Proposals #003-14, including attending up to 6 public participation meetings through the adoption of the Capital Projects Plan. The importance of conducting public participation meetings cannot be overstated. Such forum provides members of the public the opportunity to be informed of the proposed future plans for their neighborhood and to provide input and share ideas in order to give future plans the benefit of personal insight from those most closely effected by, and knowledgeable of, the current conditions. By including members of the public as an integral component in the planning and visioning process for the Capital Projects Plan, members of the public will be involved in the process and understand or at least be informed of the objectives, goals and any challenges, and will likely be less resistant to future changes to the community, particularly where those changes are a result of the exchange of ideas, suggestions, concerns, and objections provided by the public.

KBB personnel, a particularly Kendall D. Levan and Carol A. Leone, have extensive experience attending and participating in public meetings for redevelopment and planning matters. Ms.

Levan has practiced solely in the redevelopment, municipal, and public law field for almost 20 years and has been instrumental in facilitating the creation of various plans and implementing projects to further the objectives of said plans. By serving as an Assistant City Attorney (second to the City Attorney in California) for several cities and as an Assistant General Counsel to several community redevelopment agencies and public districts for almost a decade and then as a Senior Deputy City Attorney/Senior Deputy General Counsel for the City of San Diego and its Community Redevelopment Agency and as the primary legal advisor to the Community Redevelopment Agency for several years, to Ms. Levan's current position serving as Special Counsel to several of KBB's public agency clients, Ms. Levan has learned to respect and listen to members of the public and facilitate healthy and productive communication among all participants in public meetings.

In addition, Carol A. Leone has participated in many public meetings while serving as a Deputy City Attorney/Deputy General Counsel for the City of San Diego and its Community Redevelopment Agency. In this capacity, Ms. Leone participated in numerous workshops in connection with the comprehensive update to the San Diego County General Plan 2020 when that General Plan was in the process of being amended.

Further, KMA has also been active over the years in the public meeting and public hearing processes for redevelopment plan adoptions, general plan and specific plan adoptions and project specific reviews and approvals. As part of advisory teams undertaking the various plan adoption processes, KMA focuses on the market and economic issues and has presented background information at the beginning of the process to provide context as the public initially considers and evaluates what uses and densities are appropriate. In the planning process, KMA has both presented to large audiences and facilitated small group sessions. In its advisory role, KMA provides real estate advice to city councils and governing boards to facilitate transaction negotiations. Finally, KMA provides public testimony at formal public hearings and responses to public comments.

KBB and KMA each have a long track record of assisting redevelopment agencies in various sizes and types of communities and each understand the importance of the public process. In our experience, we have observed that a way to ensure civility and productivity is to provide each member of the public an opportunity to voice his/her observations, suggestions, ideas and concerns. In addition, we have observed it helpful to the process when the public entity provides feedback or comments to public comment and communicates how the public's observations, suggestions, ideas and concerns have been considered and addressed. Ultimately, members of the public must not feel that the government is foisting unwanted change upon them. Rather, these members must be an integral part of the process where their insight and input matters.

B. Deliverables.

1. Audit - Land Use and Programs

a. Audit/Analysis of BVCRA Plan goals and objectives and Finding of Necessity achievements/progress to date and what still remains to be completed. Through use of existing planning documents, including the CRA Plan, the Strategic Plan,

the City's Comprehensive Plan adopted on March 5, 2013 ("Comprehensive Plan"), actual observations and attainable data, and discussions with staff, KBB and KMA will conduct an analysis of the BVCRSA's goals and objectives, as well as the issues identified in the Finding of Necessity, to determine which of the goals and objectives have been accomplished and which remain to be addressed.

b. Identification of specific properties that remain to be redeveloped based on CRA Plan and Finding of Necessity. KBB and KMA will review the specific properties referenced in the CRA Plan and included in the Finding of Necessity justifying the existence of blight within the BVCRSA and engage in discussions with staff to determine whether said properties have already been redeveloped and if not, whether they are available to be redeveloped with the assistance of the City and/or CRA. Public records as well as onsite observations, discussions with staff, and personal contacts will assist in determining which properties remain to be redeveloped and the practical likelihood of such redevelopment, including a proposed list of project priorities based on resources available, property ownership and other controlling factors.

c. A mechanism/product for recording, monitoring and measuring progress incrementally throughout the planning period. KBB and KMA will review potential mechanisms for our recommendation of the most time and cost efficient methods for the City and the CRA to monitor and track progress with respect to redevelopment activities and projects. Such methods would necessarily include periodic reviews by the Bahama Village Community Redevelopment Advisory Committee ("Advisory Committee") and the Board of Directors of the CRA, which reviews would include any recommendations to staff on priority matters.

## 2. Highest and Best Use with Cost Benefit Analysis

The analytic approach to highest and use and project feasibility is the same for both the BVCRSA vacant and underutilized parcels and the Truman Waterfront Parcel. The conclusions are likely to be different given the different characteristics of the various parcels. The important points early on are to understand (1) the goals and objectives of the community, City and CRA, and (2) identify general parameters of what is possible. The general analytic approach is described below.

a. Market Research. The Task I research is separated into two subtasks: Background Data Collection and Review and Market Assessment and Opportunities.

(i) Background Data Collection and Review. The background data collection will include a review of socio-economic data, business, and employment. This analysis will include:

Socio Economic Review - KMA will collect data for the City, the County and the Project's market area. The County data will be utilized as a benchmark against which the other data sets can be measured. KMA will detail the makeup of both the market area and City residents. There are a number of important demographic and

economic characteristics that will profoundly impact real estate opportunities. Included among these are number of households, household formation, population, income levels, potential retail expenditures, age, education and ethnicity.

Employment & Businesses - KMA will identify employment levels and businesses in the market area, relying primarily on private data sources for this information.

Tourism – KMA will review data on the number of visitors and tourists in Key West focusing on the duration of stay (day, several days, week or more), accommodation type, spending, etc.

Previous Studies - KMA will review previous market studies or other data collected by the Public Agencies.

(ii) Market Assessment and Opportunities. This analysis will include a review of both residential and commercial opportunities.

Residential Market - The historic and current residential market will be analyzed. The analysis will include a review of residential land sales, new home prices, existing home prices, proposed/current developments, sales activity/absorption in the region, current rents achieved and vacancy levels. In addition to public and private data sources, brokers active in the region will be contacted, as their insights are invaluable for assessing the current and future market conditions.

Commercial Market - KMA will perform an analysis of the market characteristics of market area commercial establishments. This analysis will identify general rent levels, building inventory, vacancy rates, land and building values, major transactions and proposed developments. Sources of this information include brokers active in the area, real estate market reports prepared by real estate service corporations, City sales tax information, building permit data, assessor's information and public agencies.

b. Entitlement and Physical Constraints, Political and Community Feasibility. Working with the City and CRA and incorporating public input, KBB and KMA will identify potential development constraints for the various parcels. This review will include:

(i) Zoning - The current zoning of each site will be identified, with an understanding that a zone change may be required to successfully achieve a site's highest and best use.

(ii) Existing Uses – KMA will identify and describe the type, scope and quality of the existing land uses.

(iii) Physical - The physical properties of each site will be reviewed. This review will include an evaluation of the site's shape, topography and existing development.

(iv) Locational - The location of each site will be considered including, access, traffic volumes and surrounding uses.

c. Highest and Best Use. After completing Market and Constraints assessments, KBB and KMA will identify the highest and best use for the Truman Waterfront Parcel and BVCRSA sites by considering the following:

(i) Community/Political Support – KBB and KMA will identify uses which are consistent with potential entitlements and have community and political support.

(ii) Market Considerations - The information compiled above will be utilized to evaluate the market opportunities for each site. This evaluation will consider the depth of demand for various development types (e.g. retail, commercial, residential) throughout the City and appropriateness of these uses for the individual sites.

(iii) Joint Development Opportunities - KMA will consider the benefits of incorporating adjacent parcels and the likelihood that adjacent owners would cooperate with the City and CRA.

(iv) Development Timeframe - The short-term, mid-term and long-term development opportunities, as appropriate, for the sites will be identified.

(v) Phasing Options - The phasing potential of each site will be considered, with a discussion of the benefits/drawbacks of phasing.

d. Financial Feasibility. Given the highest and best use of the properties, KMA will identify the financial feasibility of a prototypical development program. To this end, KMA will prepare the following analysis for each site.

(i) Development Scope - KMA taking into account City and community input will estimate supportable developments densities on the sites.

(ii) Pro Forma Analysis - Given the identified land uses and development scopes, KMA will estimate the financial feasibility of the proposed project(s). This analysis will consider the likely construction costs for the prototypical projects, the projected income/revenue generated by the projects and the projects land residual value.

(a) For the costs, KMA will rely on our experience with similar developments in the region. Included in the development cost estimate will be a

review of the likely City fees and/or regulatory obstacles which impact the costs and feasibility.

(b) For the revenues/income projections, KMA will utilize the market data collected above. This information will in part include rents, vacancies and sales prices.

(iii) Comparable Sales/Broker Discussions – KMA will contact brokers and identify comparable land and building sales that have recently occurred to provide a cross-check for the pro forma analyses.

Ultimately, the financial feasibility analysis will identify a likely value for the sites given the evaluated land use and development program.

e. Strategic Vision & Conclusions. Working with the City and CRA, KBB and KMA will prepare a strategic vision for the sites. This vision will include:

(i) Highest & Best Use - Identification of the highest and best use for the sites.

(ii) Entitlements - Recommendations on the proposed zoning and allowable density on the sites. KBB and KMA will determine whether these uses are consistent with the existing Land Use Map and zoning regulations of the City and the zoning related provisions of the CRA Plan. Should the identified projects in the highest and best use analysis not be consistent with the existing land use designations and regulations, KBB and KMA will provide suggestions to staff on proposed changes to the Land Use Map, the City's Zoning Code, and applicable zoning related provisions of the CRA Plan, if any, for recommendations to the City Commissioners of the City and Board of Directors of the CRA.

(iii) Value - Estimated land value given the considered highest and best use. These findings will be corroborated by the review of comparable sales/broker discussions.

(iv) Implementation - Methodology for the City and CRA attracting the highest and best uses for the sites. For instance, an RFQ/RFP process for some of the sites may be appropriate and/or suggestions for approaches that would facilitate the aggregation of parcels to create a more feasible development.

### 3. Capital Projects and/or Programs Priorities List

a. Identify and recommend projects within the BVCRA with highest potential to alleviate/eliminate blight throughout the BVCRA.

Through the analyses and Highest and Best Use process outlined above and input from the City and CRA, KBB and KMA will develop a priority list of the recommended

economically feasible projects that will not only alleviate/eliminate blight but also further the goals and objectives of the community, City and CRA.

b. Alternatives – Provide a prioritization list that has three (3) (total) alternative courses of action including alternative strategies, methods and schedules for achieving the goals and objectives.

Through the analyses and Highest and Best Use process outlined above and input from the City and CRA, KBB and KMA will develop a preferred alternative and two alternative courses of action. As noted at the beginning of the Highest and Best Use task, the development and understanding of the goals and objectives of the community, City and CRA are critical to the setting future priorities. The list of projects, scope of the projects and timing to meet the goals and objectives will be tempered by the realities of the market and economics discussed above and the CRA's and City's financial resources discussed below.

#### 4. Implementation Program

a. A 25-year financial plan including preliminary budgets to implement the Capital Projects and/or Programs using the limited tax increment (CRTF) fund. KMA will review assessment practices and existing tax increment revenue flows. KMA will prepare a 25 year projection of tax increment revenues based on existing and likely new developments. KMA will work with the CRA to identify likely CRA expenses to establish the amount of tax increment available for projects. Taking into account the available tax increment funds and the requirements of the various projects, KBB and KMA will confer with the City and CRA to set priorities for the projects as input to the Alternatives section above.

b. Recommend innovative monetary leveraging opportunities through the planning period to implement the Capital Priorities list. KBB and KMA will use their collective experience and knowledge to consider whether other monetary leveraging opportunities might be available to the City and/or CRA for the BVCRSA, such as private/public partnerships, availability of government grants and other funding sources, including what steps would be required to implement such opportunities.

#### 5. Policy Recommendations

a. Identify any new essential policies to implement the existing Plan and/or update the Plan. Should it be discovered during the process of preparing the highest and best use analysis for the Truman Waterfront Parcel, or should it be found that in order to pursue other proposed development projects or solutions to issues within the BVCRSA in the implementation of the Capital Projects Work Plan, that any policies are lacking that would be helpful to implement the CRA Plan or the BVCRSA's goals and objectives, a recommendation will be made to include such policies within the CRA Plan or as supplemental to the CRA Plan for implementation of the BVCRSA's goals and objectives and goals.

## 6. Final Report

Based on all of the information gathered at the public participation meetings, analyzing the BVCRSA's goals and objectives, conducting a highest and best use analysis, creating a project priorities list and an implementation program for the 25-year financial plan, including any new essential policies to be added to, or supplement, the CRA Plan, a final report will be prepared reflecting all of the work done on behalf of Key West. The report will include a comparison of the Capital Projects Work Plan with the other local plans and an estimated schedule of performance for the Capital Projects Work Plan. A map will be prepared to illustrate what properties will be included in the Capital Projects Work Plan as well as suggestions for incorporating any necessary new information or methodologies into the CRA Plan if necessary. The Final Report will be presented to the City Commission and the CRA Board of Directors.

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## 6. COST

| <u>Task</u>   | <u>Estimated Hours</u> | <u>Rate<sup>1</sup></u> |
|---|------------------------|-------------------------|
| Visioning Process/Public Meetings   | 75                     | \$250/hr                |
| Deliverables  |                        |                         |
| 1. Audit - Land Use and Programs  |                        |                         |
| (a) Audit/Analysis of BVCRA Plan goals and objectives and Finding of Necessity achievements/progress to date and what still remains to be completed.                                | 20                     | \$250/hr                |
| (b) Identification of specific properties that remain to be redeveloped based on CRA Plan and Finding of Necessity.   | 15                     | \$250/hr                |
| (c) A mechanism/product for recording, monitoring and measuring progress incrementally throughout the planning period.  | 20                     | \$250/hr                |
| 2. Highest and Best Use with Cost Benefit Analysis  |                        |                         |
| (a) Highest and best use analysis of public, vacant and underutilized properties within the district with special emphasis on projects that further the objectives of the CRA Plan. | 40                     | \$250/hr                |
| (b) Highest and best use analysis for the Truman Waterfront Parcel.   | 15                     | \$250/hr                |
| (c) Possible necessary Future Land Use Map and Zoning Amendments.   | 40                     | \$250/hr                |
| 3. Capital Projects and/or Programs Priorities List.  |                        |                         |
| (a) Identify and recommend projects within the BVCRA with highest potential to alleviate/ eliminate blight throughout the BVCRA.  | 40                     | \$250/hr                |
|   | 20                     | \$250/hr                |

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<sup>1</sup> The proposed Rate of \$250/hr represents a weighted average billing rate for the project.

|    |   |     |           |
|----|---|-----|-----------|
|    | (b) Alternatives – Provide a prioritization list that has three (3) (total) alternative courses of action including alternative strategies, methods and schedules for achieving the goals and objectives. |     |           |
| 4. | Implementation Program  |     |           |
|    | (a) A 25-year financial plan including preliminary budgets to implement the Capital Projects and/or Programs using the limited tax increment (CRTF) fund.   | 30  | \$250/hr  |
|    | (b) Recommend innovative monetary leveraging opportunities through the planning period to implement the Capital Priorities list.  | 20  | \$250/hr  |
| 5. | Policy Recommendations  |     |           |
|    | (a) Identify any new essential policies to implement the existing Plan and/or update the Plan.  | 20  | \$250/hr  |
| 6. | Final Report  |     |           |
|    | (a) Preparation of Draft Final Report and Final Report.   | 40  | \$250/hr  |
|    | (b) Final Reporting and Adoption (including attending public meeting).  | 30  | \$250/hr  |
|    | TOTAL   | 425 | \$106,250 |

With regard to the above-referenced estimated services and time, KBB and KMA have provided their best estimate and good faith opinions as to the scope of services and time needed to sufficiently complete the proposed project based on the information available for the Visioning and Capital Projects Work Plan process. If selected as the consultants for this project, KBB and KMA will work with the City and CRA to review how the proposed services may be capable of being modified to stay within the City of Key West’s overall budget for this project.

Reimbursement for Expenses:

In addition to the services provided above, KBB and KMA estimate approximately \$15,000-\$20,000 of reimbursable expenses including travel (within Florida), subsistence, and other out-of-pocket expenses authorized in connection with the performance of duties under the negotiated final contract with the City of Key West. However, KBB and KMA will update the above-

mentioned estimate of reimbursable expenses as part of the contract negotiations with the City of Key West when the meeting schedule is better understood. Additionally, in conjunction with the above-referenced estimated costs for services, KBB and KMA will work with the City and CRA to review how the proposed visioning and meeting processes can best be accomplished while taking into consideration a low hotel budget in order to stay within the City of Key West's overall budget for this project.

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## **Resume for Kendall DeMatteo Levan**

Kendall DeMatteo Levan is a Principal attorney with Kane, Ballmer & Berkman, a law corporation with offices in Tallahassee, Florida and San Diego and Los Angeles, California.

Ms. Levan is licensed to practice law in the States of Florida, California, and Connecticut, and before the United States District Court, Southern District, and the United States Supreme Court. Ms. Levan has been practicing specifically in the areas of municipal, public and redevelopment law for almost two decades and has represented a variety of public agencies such as municipalities, community service districts, redevelopment agencies, and public cemetery districts primarily throughout the State of California. During this time, Ms. Levan has advised on all pertinent areas of public law and acquired a wide range of skills through her unique experiences of advising public agencies on transactional matters and governmental processes and representing public agencies in court on various criminal and civil litigation matters.

Ms. Levan currently serves as Special Counsel to several of the firm's public agency clients, with a focus of advising on governmental processes, redevelopment and real estate development projects. Recently, Ms. Levan opened the Tallahassee, Florida office of Kane, Ballmer & Berkman and serves as its managing attorney.

Prior to joining Kane, Ballmer & Berkman, Ms. Levan served as Senior Deputy City Attorney/Senior Deputy General Counsel with the San Diego City Attorney's Office in San Diego, California, where she was the primary legal advisor to the Redevelopment Agency of the City of San Diego and supervised and managed the Redevelopment Unit of the San Diego City Attorney's Office. In addition, from the beginning of her legal career practicing public law and for a decade thereafter, Ms. Levan was a senior associate attorney with the law firm of Green, de Bortnowsky & Quintanilla, LLP based in Rancho Mirage and Calabasas, California, where she served as Assistant City Attorney, Assistant General Counsel, and City Prosecutor for several of the firm's public agency clients.

While representing public agencies, Ms. Levan advises on and prepares the requisite documents for projects involving, without limitation, affordable housing, mixed-use and commercial real estate development, real property and development project workouts, and real property acquisitions and dispositions. In addition, Ms. Levan advises on the implementation of state regulations governing such processes including administrative proceedings, and on the appropriate uses of tax increment. Further, Ms. Levan advises on various other public agency matters including, without limitation, environmental review, land use, planning, zoning, mapping, capital projects, public contracting, open government, public records, conflicts of interest, and pending and potential litigation matters.

Ms. Levan was recently named a 2014 Top Attorney in the Municipal & Government category by the San Diego Daily Transcript, was a finalist for the 2013 Women Who Mean Business Award from the San Diego Business Journal, and is a past recipient of the Athena Award in recognition for contributions to the business community and community service. In addition, Ms. Levan served as pro bono counsel for CASA for Riverside County, Inc. (which assists children who are dependents of the juvenile court), a past president of the Cathedral City Rotary

Club, and a member of the Inns of Court. Ms. Levan currently serves on the Board of Trustees and the Alumni Association Board of Directors of the Thomas Jefferson School of Law, and on the Municipal Law Handbook Editorial Committee of the City Attorney's Department of the League of California Cities.

Ms. Levan has served as a Program Speaker for several organizations on public law issues, such as for the City Clerk's Association of California on municipal law issues, the San Diego County Bar Association on redevelopment law issues, and the San Diego Chapter of City Attorneys of the League of California Cities on redevelopment related matters.

Ms. Levan received her Bachelor of Arts degree from Rollins College in Winter Park, Florida, and Juris Doctor degree from Thomas Jefferson School of Law in San Diego, California. Also, Ms. Levan completed course work at Harvard University and University of Florence, Italy during college.

**B**

## CAROL A. LEONE

### **Education:**

University of San Diego, BA 1997, political science (*summa cum laude*)

University of San Diego School of Law, JD 1999

University of San Diego, MIR 2003, Master in International Relations

### **Professional Experience:**

Ms. Leone joined Kane, Ballmer & Berkman in 2013, after serving for two years as contract attorney for the Florida Department of Revenue. Prior to that, Ms. Leone was a Deputy City Attorney for the San Diego City Attorney Redevelopment Unit. In that capacity, Ms. Leone facilitated a number of redevelopment projects, including renovating the Balboa Theatre, building of the Harbor Drive Pedestrian Bridge in downtown San Diego, creating the Mercado Family Apartment project on the east side of San Diego, aiding completion of continuing phases of the Veterans Village of San Diego and planning of the Navy Broadway Complex in downtown San Diego. She also guided staff in complying with the open public meeting laws as public entity employees, observing notice requirements for public hearings and implementing projects, from sending out Request for Proposals to the final closing. She negotiated with developers on behalf of the Redevelopment Agency and drafted a variety of development agreements, including disposition and development agreements, owner participation agreements, long term leases, as well as purchase and sale agreements. As Deputy City Attorney, Ms. Leone attended numerous San Diego City Council and Redevelopment Agency Board of Directors' hearings relating to redevelopment projects and advised these bodies in their determinations relating to those projects.

Ms. Leone was an associate with the law firm of Stephenson, Worley, Garratt, Schwartz, Garfield & Prairie prior to her work with the City of San Diego. There she specialized in land use practice and advised private developers in bringing their projects for approval before the San Diego County Board of Supervisors and San Diego County Planning Commission. She aided her developer clients in complying with the land use codes and zoning regulations, and in negotiating various land use transactions. She also participated in the process of updating the County General Plan and attended many public meetings for the creation of General Plan 2020.

During law school, Ms. Leone served as extern to the Honorable Don R. Work of the Court of Appeal Fourth Appellate District, where she assisted Justice Work by researching appellate cases and writing draft opinions for judicial review and revision. Ms. Leone is a member of the Florida and California Bar. Kane, Ballmer & Berkman is a member of the Florida Redevelopment Association and Ms. Leone is a participant in the Florida Redevelopment Academy sponsored by the Association.

C

## MURRAY O. KANE

### Education:

University of California at Los Angeles

A.B. 1967

J.D. 1970

### Professional Experience:

Mr. Kane is a nationally prominent lawyer specializing in the practice of redevelopment law. Mr. Kane joined the firm in 1973 and has been a principal of the firm since 1978. He has extensive experience in all phases of redevelopment, including the creation, organization and administration of agencies, creation of projects, relocation and owner participation, public improvements, and land disposition. He served as General Counsel for the Community Redevelopment Agency of the City of Los Angeles for over fifteen (15) years and is also primarily responsible for the firm's representation of the Culver City, Palmdale, Huntington Beach, Santa Monica, Los Angeles, Indio, Moreno Valley, Pasadena, and Redondo Beach redevelopment agencies.

Mr. Kane also served as litigation counsel on validating actions involving the Central Business District Redevelopment Project of the City of Los Angeles, the Alpine Redevelopment Project of the City of Tulare, the Village Redevelopment Project of the City of Claremont, the Redevelopment Plan of the Community Redevelopment Agency of the City of Santa Ana, and other projects.

Among his other most noteworthy accomplishments have been:

- X Creator of concept of insurability of Orders of Immediate Possession to permit conveyance and construction financing prior to Agency property ownership.
- X Advised on first use of tax increment for affordable housing. 1974-75 (Mission Inn, Riverside and Airport Move-On Program, Los Angeles).
- X Drafted redevelopment plan language as the basis for redevelopment affordable housing set aside legislation.
- X Successful adoptions of redevelopment plans under Disaster Redevelopment (Including Whittier plan, adopted six weeks after October, 1987 earthquake, and Santa Monica and five Los Angeles Earthquake Recovery Plans adopted after January, 1994 earthquake).
- X Lead attorney in the negotiation and documentation of such projects as:
  - X Fox Hills Mall, Culver City.
  - X Central Library Revitalization Project

- X Maguire/Thomas Library Tower Project.
- X County of Los Angeles First Street Properties.
- X San Jose Convention Center Hotel
- X Corporate Pointe, Culver City
- X Waterfront Project, Huntington Beach

Mr. Kane is a frequent lecturer on redevelopment topics to such organizations as the League of California Cities, the Los Angeles County Bar Association and the California Redevelopment Association, as well as serving as periodic guest lecturer of the Schools of Law and Business (Real Estate) of the University of Southern California. Mr. Kane has testified on the financing of redevelopment projects before Legislative Committees of the States of California, Colorado and Kansas. Mr. Kane has also testified as an expert witness of the subject of redevelopment in the Superior Court of the State of California for the County of Los Angeles and the County of Napa. His expert testimony was expressly relied upon by the California Supreme Court in Napa v. Marek, a major case decided in favor of redevelopment agencies of the State of California.

Before joining the firm, Mr. Kane served as City Prosecutor, Assistant City Attorney and Acting City Attorney for the City of Culver City, California.

In those capacities Mr. Kane had personal and primary responsibility for providing legal services to all levels of city government on all aspects of municipal law. He sat as legal counsel to City Council and Planning Commission, and prosecuted all misdemeanors occurring within the City (both State and Municipal Code) and advised and defended the police department and its officers in civil and criminal matters. He drafted all revisions to the Municipal Code and all City ordinances, resolutions and contracts, and represented City and its officers and employees in state and federal courts in many civil litigation matters, including police department matters, attacks on validity of City ordinances and regulations, municipal finance, and personnel matters.

Mr. Kane received a Lifetime Achievement Award from the California Redevelopment Association in 2012.

**D**

## ROYCE K. JONES

### **Education:**

University of Southern California - J.D. - 1982

University of Southern California - A.B. - 1978 (Dual Degree- Political Science and History)

California Bar – 1982; Bar Number 107233

### **Professional Experience:**

Mr. Jones joined the law firm in 1983. Since joining the firm, Mr. Jones has been widely recognized throughout California as an expert in the field of redevelopment law. In this regard, he currently represents several of the various cities, redevelopment agencies, public agencies and private clients of the firm.

Focusing particularly in the areas of real estate financing and affordable housing, Mr. Jones is called upon by clients to handle those matters involving highly significant and complex real estate and land use transactions. Such transactions include commercial/retail shopping centers, industrial and business parks, office, residential (market rate and affordable) and mixed-use developments within the context of redevelopment.

Following the dissolution of redevelopment agencies, Mr. Jones spearheaded major efforts to maintain and foster continued economic development in his representation of successor agencies and cities. Mr. Jones is the primary special municipal counsel in connection with the Madison Square Gardens West project. Mr. Jones is also the primary special municipal counsel in connection with the housing development proposed by Hollywood Park.

In addition, Mr. Jones has extensive experience in handling various other areas of redevelopment including redevelopment plan adoptions and validations, owner participation rights, relocation benefits and protection, zoning and land use regulations and entitlements, hazardous waste/toxic material liability and remediation, and federal and state environmental quality control and regulatory issues.

As a result of his legal accomplishments in the fields of real estate and redevelopment, Mr. Jones regularly speaks at various real estate seminars as an invited speaker. One such speaking engagement includes the California State Bar convention at which Mr. Jones addressed the Real Estate Section. In addition, he currently sits on the Advisory Board of the University of Southern California Minority Real Estate Developer Program.

To complement his real estate/redevelopment experience, Mr. Jones has specialization certification in the post-legal courses of personal and corporate taxation as well as corporate mergers and acquisitions.

### **Professional Societies:**

Los Angeles County Bar Association (Real Estate and Taxation Divisions)

American Bar Association

National Bar Association

Langston Bar Association

E

**James A. Rabe**



Mr. Rabe is a Senior Principal in Keyser Marston's Los Angeles office. For more than 30 years he has provided public and private clients with real estate and financial expertise.

**Key Role**

Mr. Rabe assists clients in public/private real estate and economic development activities from Keyser Marston's Los Angeles office. He provides public and private sector clients with services in the following areas: public finance, specific plan feasibility, fiscal impact, financial modeling, developer selection, asset management, ground leasing and deal structuring and transaction negotiation.

**Public/Private Development Specialist**

Recognized as an expert in real estate advisory services, Mr. Rabe specializes in public/private transactions. Examples include the acquisition of Los Angeles Union Station, Harmony planned development, Gardenwalk, Grand Avenue project, Marina del Rey redevelopment, the revitalization of downtown Anaheim and numerous transit-oriented joint development projects. He has assisted public and private clients in the analysis and implementation of residential, commercial, industrial, office, hotel, and mixed-use projects, and master plan developments in California, Arizona and Nevada.

**Additional Areas of Specialization**

Mr. Rabe has consulted in all areas of the disposition process for redevelopment projects and surplus properties for public agencies, including project planning, Requests for Proposals and Qualifications, and developer selection. He has worked with planning consultants to develop feasible specific plans. He has also served as financial advisor, special tax consultant and developer's advisor for bond issues in California.

**Professional Credentials**

Mr. Rabe is a member of the Counselors of Real Estate (CRE). He is a past board member of the California Association for Local Economic Development (CALED), a member of the California Redevelopment Association, the Urban Land Institute (ULI) and the Downtown Los Angeles Breakfast Club. He served as President of the Verdugo Hills Boy Scout Council and as a Resource Professional and Professional Advisory Panel member for ULI, CRE, CALED and the California Redevelopment Association. Mr. Rabe is a lecturer at the University of Southern California, School of Planning and Policy Development. Mr. Rabe has also served as a guest lecturer at the University of California, Los Angeles School of Architecture and Urban Planning.

Mr. Rabe earned his master of arts in economics from the University of Southern California, and his bachelor of arts in economics from the University of California, San Diego.

F

## **Kathleen H. Head**



Kathe Head is the Managing Principal of the Keyser Marston Associates, Inc. Los Angeles office. Kathe joined the firm in 1983, and manages the firm's affordable housing practice. She also provides public and private clients with real estate economic analysis for a wide variety of land uses.

### **Key Role**

Kathe plays a key role in structuring affordable housing transactions, strategy development, policy analyses and program creation for housing successors to former redevelopment agencies, cities and counties throughout California. She also actively participates in crafting California legislative housing initiatives.

During her tenure at Keyser Marston, Kathe has assisted more than 100 public sector clients throughout California, and has also represented several clients in other western states. A representative sample of clients that she has assisted includes Long Beach, Anaheim, Burbank, Culver City, Los Angeles, Pasadena, Huntington Beach, Santa Ana and Costa Mesa.

### **Specific Areas of Expertise**

#### **Affordable Housing Transactions**

Kathe advises clients in structuring a wide variety of affordable housing projects, with transactions ranging from the complex leveraging and layering of multiple funding sources for multi-phased mixed-use projects, to the simple acquisition and rehabilitation of single buildings. Her involvement with projects ranges from the initial creation of RFP/Q's for developer solicitation, to the negotiation and implementation of the agreement that will guide the development. She has experience working with Property Tax Increment Housing Set-Aside funds; Federal HOME, CDBG, Section 202, Section 811 and NSP funds; Federal and State Low Income Housing Tax Credits; Tax-Exempt Multi-Family Bonds; California Housing and Community Development Department programs including the Multi-Family Housing Program, BEGIN and CalHome; and Affordable Housing Program funds offered by the Federal Home Loan Bank.

#### **Affordable Housing Strategies / Policies**

Kathe has assisted in creating much of the major affordable housing legislation enacted by the State of California. Utilizing that expertise, she has assisted several cities in developing comprehensive strategies for fulfilling both the legal requirements and the client's policy goals and objectives.

#### **Affordable Housing Programs**

Kathe has participated in the creation of over 20 inclusionary housing programs. These programs are designed to assist the jurisdiction in fulfilling the affordable housing production requirements that were imposed by the California Redevelopment Law and the Regional Housing Needs Assessment goals imposed for Housing Element purposes. Her role includes the recommendation of the appropriate requirements to be applied by each jurisdiction, the accompanying economic burden analysis and in-lieu fees studies.

Kathe has assisted numerous clients in the creation of home buyer programs, rehabilitation loan programs and programs targeting specific neighborhoods for a variety of affordable housing activities.

### **Professional Credentials**

Kathe holds master's degrees in business administration and urban planning from UCLA, and a bachelor's degree in history from UCLA. She has taught the Advanced Affordable Housing and Inclusionary Housing courses offered by the CRA; lectured at the UCLA and USC Planning Schools; and is a frequent speaker at League of Cities, American Planning Association and NAHRO conferences.

G

## Julie Romey



Ms. Romey is a Senior Principal in the Los Angeles office of Keyser Marston. Since rejoining the firm in 2000, Ms. Romey has provided public and private clients with real estate economic analysis, and with expertise in market rate and affordable housing in California.

### Key Role

For more than 20 years, Ms. Romey has analyzed real estate projects on a market and site-specific level. Before joining Keyser Marston's San Diego office in 1994, Ms. Romey worked for Grubb & Ellis Commercial Real Estate and Foodmaker, Inc., both in San Diego. During Ms. Romey's three year tenure in San Diego, she worked on the Naval Training Center base closure assignment and affordable housing projects in downtown San Diego. After completing graduate school in 1999, Ms. Romey return to Southern California to work for Ernst & Young's Real Estate Consulting Group where she provided financial analysis for corporate real estate clients.

In Keyser Marston's Los Angeles office, Ms. Romey has had a role in structuring development agreements for mixed-use and affordable residential projects in Anaheim, Brea, Fullerton, Los Angeles, Long Beach, Pasadena, Carson, Buena Park, Huntington Beach, Burbank, Hollywood, Simi Valley, Rialto and Signal Hill. She has also assisted redevelopment/successor agencies and cities with developing affordable housing strategies.

### Specific Areas of Expertise

#### Affordable Housing Transactions

Throughout her career, Ms. Romey has been involved in analyzing residential projects with affordability components. These projects are typically submitted for analysis as unsolicited developer proposals or as a response to an RFQ/RFP issued by a city. A majority of the projects Ms. Romey has been involved with utilize the federal low income housing tax credit program. Other funding sources Ms. Romey has experience with are HOME funds, low income housing set-aside funds, HUD 202 and 811 funds as well as various State of California housing programs.

#### Long Range Property Management Plans

Since the dissolution of redevelopment in California, Ms. Romey has assisted various Successor Agencies, such as Inglewood, Duarte, and Huntington Beach, with writing and completing their LRPMP. This includes summarizing the properties owned by the Successor Agency, determining what disposition category to place each property, writing the LRPMP and providing the reasoning for the Successor Agency's proposed plan, and dealing with Department of Finance questions and attending Oversight Board meetings.

#### Affordable Housing Strategies / Programs

Ms. Romey has determined whether cities' housing programs are in compliance with California redevelopment law requirements as well as SB 341. This includes researching historical uses of low income housing set-aside funds and completed projects as well as projecting future uses of such funds. Ms. Romey has also written the Housing Section of Implementation Plans and has drafted a template for the report required by SB 341. In addition, she has assisted a variety of cities with passing inclusionary housing ordinances and to establish the maximum allowable inclusionary housing in-lieu fees. Ms. Romey has also assisted cities in developing workforce housing programs and to determine whether a land trust model is appropriate. In addition, she has assisted the Cities of Anaheim, Fullerton, Huntington Beach and Claremont with the ongoing monitoring of their affordable housing project.

#### New Markets Tax Credit Program

In 2005, Ms. Romey assisted the City of Pasadena with structuring the deal terms for an ownership project that will utilize the New Markets Tax Credit (NMTC) program. This will be the first project in the country that will use the New Markets Tax Credit program with an affordable ownership residential project. Ms. Romey has also reviewed projects for the cities of Los Angeles, San Francisco and Duarte with NMTC components.

#### Professional Credentials

Ms. Romey holds a master's degree in real estate finance from Cornell University and a bachelor's degree in business administration from San Diego State University. Ms. Romey also co-taught the "Planning and Economic Development Finance" class in the School of Policy, Planning and Development at the University of Southern California for two years and is now a guest speaker. In addition, in August 2005 she was a panel speaker about the complexities of mixed-use development at the California Redevelopment Association (CRA) Legal Symposium, in 2007 she was a panel speaker on workforce housing issues at the CRA Affordable Housing Conference, and is a member of the Cornell Real Estate Council.

H

## Gregory D. Soo-Hoo



Mr. Soo-Hoo is a Senior Principal with Keyser Marston Associates' Los Angeles office. Greg oversees all aspects of post-redevelopment financial services for KMA and has been a part of KMA since 1991 and brings over 30 years of experience as a consultant to California cities and former redevelopment agencies. Greg is familiar with local county government and was with the budget division of the Chief Administrative Officer of the County of Los Angeles prior to becoming a consultant.

### **Key Role**

Greg manages all aspects of property tax revenue services for KMA clients. These services include financial assistance to successor agencies of the former redevelopment agencies; fiscal consulting services associated with tax allocation bond refinancings; preparation of annual financial bond disclosure analyses; preparing long range projections of tax revenues and cash flow analyses; and services associated with assessment appeal valuation and tax refund impacts.

### **Successor Agency Financial Services**

Financial services provided to successor agencies of former redevelopment agencies include analysis and preparation of semi-annual Recognized Obligation Payment Schedules (ROPS) for the State Department of Finance and the preparation of long range cash flow analyses associated with these semi-annual allocations to ensure sufficient funding exists for future debt service and other obligations of the former redevelopment agencies.

### **Fiscal Consultant Services**

Greg is fiscal consultant assisting successor agencies to the former redevelopment agencies in the issuance of tax allocation financings totaling over \$3.7 billion. He manages a wide range of fiscal consulting services including verification of redevelopment project area taxable values, the review of historic valuation patterns, identification of major property owners, determination of assessment appeal impacts, and the projection of current and future year tax increment revenue flow. He also assists bond underwriting teams in the preparation and review of bond offering documents, and has been an active participant in presentations to bond insurance and bond rating agencies.

### **Assessed Valuation Services**

The assessed valuation services provided to cities and successor agencies include review of assessment appeal filings and an estimation of fiscal impacts to local taxing entities, parcel by parcel verification of redevelopment project area assessed values, and the identification of misallocation of annual tax revenues. The assessment appeal analyses have also been supplemented with estimations of site-specific values to project the likelihood of future reductions in assessed values due to appeals.

### **Professional Credentials**

Mr. Soo-Hoo has conducted Redevelopment Institute financial training courses sponsored by the California Redevelopment Association and UCLA Extension program. He is also a member of the ad hoc redevelopment finance advisory task force to the former California Redevelopment Association.

He is a graduate *cum laude* of the University of Southern California and holds a master's degree in public administration, with a specialization in public finance.

1

## Kevin Engstrom

Kevin Engstrom is a Principal in the Los Angeles office of Keyser Marston. For over 15 years, Mr. Engstrom has provided public and private clients with real estate and financial expertise, including: market and financial feasibility studies, fiscal impact analyses, economic revitalization consulting, financial modeling, developer selection and disposition consulting.



### Specific Areas of Expertise

#### Market and Feasibility Studies

During his tenure at Keyser Marston, Mr. Engstrom has conducted a number of market and feasibility studies for cities throughout California. For these analyses Mr. Engstrom assessed current market conditions; projected future demand for residential, retail, office, industrial and hotel development; tested the financial feasibility of prototypical projects; and prepared implementation strategies. Project examples include:

|   |                                    |
|---|------------------------------------|
| Pasadena Central District Specific Plan | Brea General Plan Update           |
| Downtown Ventura Specific Plan          | La-Canada-Flintridge Downtown Plan |
| West Anaheim Specific Plan              | Central Long Beach Strategic Plan  |
| Shaw Avenue Market Study, Clovis        | Whittier Boulevard Master Plan     |
| San Sevaine Economic Dev. Strategy      | Yucaipa Corridor Specific Plan     |
| Gold Line TOD Market Study, La Verne    | Red Line TOD Market Study, MTA     |

#### Disposition Consulting

In addition, Mr. Engstrom has consulted in all areas of the disposition process for redevelopment projects and surplus properties for public agencies. His experience includes project planning, preparing and evaluating Requests for Proposals and Qualifications, developer selection, negotiation support and financial feasibility analyses for cities throughout the State, including Los Angeles, Anaheim, Brea, Glendale, Long Beach, Poway, Pasadena and Monterey Park.

#### Market and Financial Services for Hotel Projects

Mr. Engstrom has also provided market and financial services for over 50 hotel projects throughout California, including the Beverly Hills Montage, Huntington Beach Grand Hyatt, Anaheim Doubletree and the Glendale Embassy Suites.

#### Professional Credentials

Mr. Engstrom is a member of the Urban Land Institute, the California Redevelopment Association (CRA) and the International Council of Shopping Centers. For the past four years he co-instructed the Basic Pro Forma Class at the CRA's Redevelopment Institute in Southern California. Mr. Engstrom has also served as an instructor at California State University Fullerton in the Geography department.

Mr. Engstrom earned his master of arts from the University of Arizona and his bachelor of arts from Villanova University.

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## 8. QUALIFICATIONS

Kane, Ballmer & Berkman, a law corporation (“KBB”) and Keyser Marston Associates, Inc. (“KMA”) each has extensive experience in providing guidance to municipalities and redevelopment agencies in their formulation of work plans to achieve redevelopment goals and objectives. KBB and KMA have worked together and collaborated on many key redevelopment planning and implementation projects including, without limitation, large and small mixed-use, public-private, real estate development projects involving various financial structures and funding sources.

Specifically, KBB has been instrumental in facilitating military base conversions, evaluating and reviewing environmental procedures and determinations (under both state and federal regulations), instituting land use planning, creating and amending redevelopment plans, planning and implementing commercial, mixed-use, and housing (affordable and market-rate) real estate development projects with various financial structures, creating assessment districts, implementing public works projects, facilitating the issuance of redevelopment and municipal bonds, and planning and implementing the development of affordable and market-rate housing projects. In this regard, KBB understands matters crucial in the preparation and implementation of various land use and redevelopment plans, including, without limitation, zoning regulations; general, community, comprehensive, strategic, specific, and capital improvement plans; subdivision and tentative mapping; property, hotel and sales tax systems; conceptual and practical aspects of tax sharing arrangements; public-private developments and developer advances and payments for governmental purposes, real estate construction and rehabilitation; real estate debt and equity financing and security; and financial alternatives available for capital outlays.

KBB has assisted several redevelopment agencies and municipalities in adopting and amending redevelopment plans and formulating implementation plans for various redevelopment areas. A partial listing of the clients for which KBB has done is incorporated into 2. Company Information included within our proposal to the RFP #003-14.

KMA likewise has significant experience in this area. Specifically, KMA has been lead consultant in providing full redevelopment plan adoption/amendment services and has provided specific services encompassing financial feasibility analysis, blight study, and taxing agency consultations. Since 1993, KMA’s plan adoption staff completed over 40 redevelopment plan assignments.

Uniquely, KMA combines its real estate advisory services with a range of financial planning services, including tax increment projections and verification, fiscal consultant services, projection of public revenues, fiscal impact analyses and economic analyses of alternative land use options. KMA provides their clients with financial advisory services related to project tax increment financing and capital programs. KMA has developed extensive experience in fiscal/economic impact analysis in the assessment of revenue and cost impacts to be generated by proposed developments or implementation of plans. The analyses evaluate both capital and

annual on-going revenue and service cost impacts, as well as an evaluation of employment and income effects.

KMA has undertaken numerous revitalization studies for public clients. Based on sound and in-depth analysis of market conditions, KMA has developed strategies that emphasize implementation. The analyses of market conditions include demographic trends, employment patterns, commercial activities, and leakage of retail sales to neighboring communities. From these analyses, KMA formulates economic revitalization strategies through the development of a targeted industry retention and attraction program. KMA's economic development services include identifying optimal mix of retail, commercial and industrial uses. KMA's expertise in this area has been particularly suitable for defense and military base conversion projects. KMA's services have assisted public sector clients in formulating policies that maximize revenue potential.

A listing of clients for which KMA has provided such services as described above is incorporated into 2. Company Information included within our proposal to the RFP #003-14.

KBB and KMA, and personnel with each such organization, have worked jointly as legal counsel and economic/real estate advisors on many key redevelopment planning and implementation projects on behalf of municipalities and redevelopment agencies for the past 30 years, and we continue to do so today.

Some examples of our collaborative work include the public-private developments of Horton Plaza and the Gaslamp Quarter in San Diego, California which transformed downtown San Diego into a vibrant, pedestrian friendly and economically successful area, the Mercado del Barrio residential/commercial project which jump-started a once stagnant redevelopment area in San Diego, California, a large-scale mixed-use project that includes market-rate, affordable and artists live-work residential units located at the coast in Santa Monica, California and similar projects in Huntington Beach, Inglewood, Los Angeles, Oxnard and Santa Clara, California, the Techmart and Fairway Glen residential project for the City of Santa Clara, the Riverpark project in Oxnard, California, and numerous projects for the Los Angeles Community Redevelopment Agency since the early 1980s.

KBB and KMA are currently working jointly on several projects of differing types for various public agency clients, such as the Washington/National Transit Oriented Development project consisting of office, hotel, retail and residential uses with a large open space component and public parking for the Expo Rail Line, the Parcel B Project consisting of a high quality office and retail complex with an elevated plaza and "grand stairs" and public and private subterranean parking, the Washington/Centinela market hall project, the Sheraton extended stay hotel project, the Tilden Terrace commercial/affordable housing tax credit project, and the Habitat for Humanity affordable housing project all located in Culver City, California, a hotel project and a beach bikeway and public access project located in the seaside community of Imperial Beach, California, the disposition and development of redevelopment agency-acquired real property in both Inglewood and Huntington Beach, California, and the Waterfront resort complex in Huntington Beach, California.

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**9. REPRESENTATIVE COMMUNITY REDEVELOPMENT AND  
LONG RANGE FISCAL PLAN PROJECTS AND CLIENT REFERENCES**

I. Kane, Ballmer and Berkman:

Kane, Ballmer & Berkman, a law corporation (“KBB”) has assisted with preparation of the following planning documents for public agency clients, among several others:

- (1) Update to the Housing Element of the General Plan for the City of Culver City (2009).
- (2) Implementation Plan to the Redevelopment Plan for the Culver City Redevelopment Agency in connection with the specific goals and objectives of the Redevelopment Agency for the specified area and the specific programs and estimated expenditures proposed to be made during the following 5 years and their impact of eliminating blight within the specified area and implementing affordable housing requirements.
- (3) Amendment to the Redevelopment Plan for the Los Angeles Harbor Industrial Center Project of the Community Redevelopment Agency for the City of Los Angeles (2011) in connection with the Plan’s long-term planning goals and/or implementation policies and procedures.
- (4) Preliminary Plan for the proposed Northeast Los Angeles River Corridor Redevelopment Project of the Community Redevelopment Agency for the City of Los Angeles (2011) in connection with the basic concept and standards proposed as the basis for redevelopment in the specified area.
- (5) Redevelopment Plan for the Pacific Corridor Redevelopment Project of the Community Redevelopment Agency for the City of Los Angeles (2002) in connection with the Plan’s long-term planning goals and implementation policies and procedures.
- (6) Amendment to the Redevelopment Plan for the South Los Angeles Project of the Community Redevelopment Agency for the City of Los Angeles (2009) in connection with the Plan’s long-term planning goals and/or implementation policies and procedures.
- (7) Amendment to the Redevelopment Plan for the Downtown Redevelopment Project of the Community Redevelopment Agency for the City of Los Angeles (2008) in connection with the Plan’s long-term planning goals and/or implementation policies and procedures.
- (8) Implementation Plan for the Redevelopment Project of the Ojai Redevelopment Agency (2007) in connection with the specific goals and objectives of the Redevelopment Agency for the specified area and the specific programs and estimated expenditures proposed to be made during the following 5 years and their impact of eliminating blight within the specified area and implementing affordable housing requirements.

(9) Amendment to the Redevelopment Plan for the Merged Project Areas of the Community Redevelopment Agency of the City of Palmdale (2011) in connection with the Plan's long-term planning goals and/or implementation policies and procedures.

(10) Fourth Implementation Plan for the Horton Plaza and Center City Redevelopment Projects of the Redevelopment Agency of the City of San Diego (2009) in connection with the specific goals and objectives of the Redevelopment Agency for the specified area and the specific programs and estimated expenditures proposed to be made during the following 5 years and their impact of eliminating blight within the specified area and implementing affordable housing requirements.

(11) Amendment to the Redevelopment Plan for the Industrial Redevelopment Project of the Redevelopment Agency of the City of Vernon (1998) in connection with the Plan's long-term planning goals and/or implementation policies and procedures.

In conjunction with assisting public agency clients with the preparation of the above-referenced planning documents, KBB provided advice and representation concerning such diverse issues as appropriate boundaries, guidance for advisory committees, review of environmental analyses, drafting of blight findings, and compliance with public notice requirements. Further, as requested by the clients, KBB's representatives participated in public meetings and hearings on the plan adoptions/amendments, which meetings or hearings were integral to the redevelopment plan and process. In addition, KBB has provided advice and representation on projects, policies and procedures to implement planning documents, such as those plans described above, and further achieve the overall objectives of redevelopment. Such representation included, without limitation, the review and preparation of necessary documents for public agency property acquisition and disposition, funding and construction of capital and other public improvement projects, and construction or rehabilitation projects.

A list of applicable references is as follows:

- (a) City of Culver City  
Sol Blumenfeld, Community Development Director  
(310) 253-5700
- (b) City of Palmdale  
Wm. Matthew Ditzhazy, former City Attorney  
(661) 267-5108
- (c) City of Los Angeles  
Steve Valenzuela, Chief Financial Officer  
(213) 977-1801
- (d) City of Vernon  
Kevin Wilson, Director of Public Works  
(323) 583-8811, Ext. 245

- (e) City of San Diego  
Attn: Civic San Diego  
Andrew Phillips, Chief Financial Officer/Chief Operating Officer  
Brad Richter, Assistant Vice President – Planning  
(619) 235-2200

II. Keyser Marston Associates, Inc.:

- (a) City of Long Beach, Long Beach Redevelopment Agency, and Long beach Housing Authority

KMA has provided ongoing, on-call assistance to the City for over 30 years on a variety of real estate projects ranging from large scale retail entertainment projects, repositioning of retail centers, industrial and marina ground leases, housing projects and housing strategies. As an example, KMA served as the real estate member of the negotiating team for the development of the Pike retail project at Queensway Bay. The development is on a State Tidelands lease and development assistance was provided through a public financing of the parking structure. The project is complete and consists of approximately 500,000 square feet of retail, restaurant, entertainment and cinema uses.

The City also has a large holding of leased properties in the Tidelands, Alamitos Bay, around Long Beach Airport and at other locations in the City. KMA works with the Property Services Bureau to evaluate the leases, update the leased property asset plans, participates in the rent renegotiation process and evaluates lease extension requests. Projects are as diverse as office building complexes, industrial buildings, flight operation buildings, yacht clubs, marine service yards as well as retail, restaurant and hotel projects.

KMA works with the Long Beach Housing Authority to evaluate and negotiate affordable and subsidized transactions in the downtown area and throughout the City. KMA was the lead consultant for the Redevelopment Agency in adopting several of its recent project areas, including blight determination, tax increment projection and capital planning.

Ms. Amy Bodek, Director  
Community Development Department  
City of Long Beach  
333 West Ocean Boulevard, 4<sup>th</sup> Floor  
Long Beach, California 90802  
(560) 570-6428

- (b) City of Anaheim and Anaheim Redevelopment Agency – Entertainment, Housing and Commercial Projects

KMA has represented the City and Agency as an economic consultant for a wide variety of projects including hotel and retail development, as well as affordable housing projects and strategies since the late 1970s.

KMA provides ongoing, on-call assistance to the City on a variety of real estate projects ranging from theme parks and one-of-a-kind entertainment venues to industrial, commercial, hotel and residential projects. KMA provides a multitude of real estate services to the City, including market evaluation and financial feasibility analyses for a variety of land uses, large and small. A small sample of projects in which KMA assisted the City include the preparation of a community based specific plan for the West Anaheim area, the Gardenwalk Entertainment and Hotel Project, the Anaheim Doubletree Hotel, the Packing House Redevelopment and Residential Project, Downtown Anaheim and the proposed ARTIC station. The recently opened Packing House represents the transformation of a vacant, historic fruit packing house into a food/specialty retail venue.

For the Gardenwalk Project and Convention Center area, KMA's role included public/private pro forma analysis, public financing strategy analysis, development agreement negotiations and documentation, public benefit analysis for both the Gardenwalk project and new hotels and rehabilitated hotels surrounding the convention center. The convention center hotels include the Doubletree Hotel, which opened in 2006, the Coast/Sheraton Hotel, which underwent a significant renovation in 2005. For all of these projects, KMA reviewed the projected development costs, operating costs, evaluated the operating parameters and assisted the City throughout the negotiation process for the subject properties. KMA acted as the principal real estate advisor to City, helping to structure public-private partnerships which included providing assistance to the projects.

KMA prepared the technical reports on continuing blight and financial feasibility for the amendments and extensions of the City's redevelopment project areas and provides ongoing assistance with tax increment projections for bond issues.

Mr. John Woodhead, Director  
Community Development Department  
City of Anaheim  
201 South Anaheim Boulevard, 10<sup>th</sup> Floor  
Anaheim, California 92805  
(714) 765-1301

- (c) City of Culver City, Culver City Redevelopment Agency and its successor in interest Successor Agency to the Culver City Redevelopment Agency

KMA has represented the City of Culver City and the Culver City Redevelopment Agency as an economic consultant since the early 1980's. Since 2012, KMA has been providing consulting services to the Successor Agency and the Housing Successor, including technical assistance in the preparation of the Long Range Property Management Plan. We are currently assisting the Successor Agency in implementing a 450,000 square foot transit-oriented development that includes office, retail, hotel, and residential uses, in addition to a public parking component to serve the light rail; a 115,000 square foot office and retail mixed-use project that includes a large public plaza and grand staircase; and a 30,000 square foot market hall development. KMA is also assisting the City Finance Department in refinancing a 2011 tax-exempt bond, and the

Housing Successor in undertaking a Habitat-for-Humanity project and completing the implementation of a 9% Low Income Housing Tax Credit project.

Mr. Sol Blumenfeld, Community Development Director  
City of Culver City  
9770 Culver Boulevard  
Culver City, California  
(310) 253-5702  
Email: [sol.blumenfeld@culvercity.org](mailto:sol.blumenfeld@culvercity.org)

10

## 10. REFERENCES

### I. References for Kane, Ballmer & Berkman:

- (1) Client Name: City of Imperial Beach  
Contact Person(s): Andy Hall, City Manager  
(619) 423-8303  
Greg Wade, Assistant City Manager  
(619) 628-1354  
City Hall  
825 Imperial Beach Blvd.  
Imperial Beach, CA 91932  
  
Jennifer M. Lyon, City Attorney  
8100 La Mesa Blvd., Suite 200  
La Mesa, CA 91942  
(619) 440-4444
- (2) Client Name: City of La Mesa  
Contact Person(s): David E. Witt, City Manager  
(619) 667-1105  
Yvonne Garret, Assistant City Manager  
(619) 667-1105  
Bill Chopyk, Community Development Director  
(619) 667-1177  
Sarah Waller-Bullock, Director of Finance  
(619) 667-1125  
City Hall  
8130 Allison Avenue  
La Mesa, CA 91942
- (3) Client Name: City of El Centro  
Contact Person(s): Kris M. Becker, City Attorney  
(760) 337-4535  
City Hall  
1275 Main Street  
El Centro, CA 92243

- (4) Client Name: City of Coronado  
Contact Person(s): Blair King, City Manager  
(619) 522-7335  
City Hall  
1825 Strand Way  
Coronado, CA 92118
- Johanna Canlas, City Attorney  
8100 La Mesa Blvd., Suite 200  
La Mesa, CA 91942  
(619) 440-4444
- (5) Client Name: City of Culver City  
Contact Person(s): John Nachbar, City Manager  
(310) 253-6000  
Sol Blumenfeld, Community Development Director  
(310) 253- 5700  
Carol Schwab, City Attorney  
(310) 253-5660  
City Hall  
9770 Culver Blvd.  
Culver City, CA 90232
- (6) Client Name: City of National City  
Contact Person(s): Leslie Deese, City Manager  
(619) 336-4240  
Claudia Silva, City Attorney  
(619) 336-4220  
City Hall  
1243 National City Blvd.  
National City, CA 91950
- (7) Client Name: City of Inglewood  
Contact Person(s): Ken Campos, Interim City Attorney  
(310) 412-5372  
Artie Fields, City Manager  
(310) 412-5301  
Cal Saunders, Retired City Attorney  
(310) 692-5814  
City Hall  
One Manchester Boulevard  
Inglewood, CA 90301

- (8) Client Name: City of Oxnard  
Contact Person(s): Stephen Fischer, City Attorney  
(805) 385-7492  
City Hall  
300 West Third Street  
Oxnard, California 93030
- (9) Client: City of Palmdale  
Contact Person(s): Wm. Matthew Ditzhazy, former City Attorney  
(661) 267-5108  
City Hall  
38300 N. Sierra Highway  
Palmdale, CA 93550-4798
- (10) Client Name: City of Santa Monica  
Contact Person(s): Marsha Jones Moutrie, City Attorney  
(310) 458-8347  
Susan Cola, Deputy City Attorney  
(310) 458-8336  
City Hall, Room 310  
1685 Main Street  
Santa Monica, CA 90401
- (11) Client Name: City of Vernon  
Contact Person(s): Scott Porter, Deputy City Attorney  
(323) 583-8811, Ext. 162  
Mark Whitworth, City Manager  
(323) 583-8811, Ext. 398  
Alex Kung, Assistant to City Manager  
(323) 583-8811, Ext. 355  
City Hall  
4305 Santa Fe Avenue  
Vernon, CA 90058

II. References for Keyser Marston Associates, Inc.:

- (1) Mr. John Wickham  
Analyst  
Chief Legislative Analyst  
City of Los Angeles  
200 North Spring Street, Suite 255  
Los Angeles, CA 90012  
(213) 478-5738

- (2) Mr. Aldo Schindler  
Director  
Community Development Department  
City of Whittier  
13230 Penn Street  
Whittier, CA 90602  
(562) 567-9325
  
- (3) Mr. Scott Riordan  
Director  
Community Development Department  
City of Buena Park  
6650 Beach Boulevard  
Buena Park, CA 90622-5009  
(714) 562-3588
  
- (4) Mr. Sol Blumenfeld  
Community Development Director  
City of Culver City  
9770 Culver Boulevard  
Culver City, California  
(310) 253.5702  
Email: [sol.blumenfeld@culvercity.org](mailto:sol.blumenfeld@culvercity.org)
  
- (5) Ms. Amy Bodek  
Director  
Community Development Department  
City of Long Beach  
333 West Ocean Boulevard, 4<sup>th</sup> Floor  
Long Beach, CA 90802  
(560) 570-6428
  
- (6) Mr. John Woodhead  
Director  
Community Development Department  
City of Anaheim  
201 South Anaheim Boulevard, 10th Floor  
Anaheim, CA 92805  
(714) 765-1301

11

A



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: LC

DATE (MM/DD/YYYY)

09/16/14

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

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

|   |                                       |  |        |
|---|---------------------------------------|--|--------|
| PRODUCER<br>Narver Insurance<br>641 W. Las Tunas Drive<br>PO Box 1509<br>San Gabriel, CA 91776<br>Diane Wood    | 626-943-2200                          | CONTACT NAME: Ryan Wood  |        |
|   | 626-299-1010                          | PHONE (A/C, No, Ext): 626-943-2213<br>FAX (A/C, No): 626-299-1010<br>E-MAIL ADDRESS: rwood@narver.com<br>PRODUCER CUSTOMER ID #: KANEB-1 |        |
| INSURED<br>Kane, Ballmer & Berkman, A Law Corporation<br>515 S. Figueroa St., Ste. 780<br>Los Angeles, CA 90071 | INSURER(S) AFFORDING COVERAGE         |  | NAIC # |
|   | INSURER A: Sentinel Insurance Company |  | 11000  |
|   | INSURER B: AXIS Insurance Company     |  | 37273  |
|   | INSURER C:                            |  |        |
|   | INSURER D:                            |  |        |
|   | INSURER E:                            |  |        |

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE   | ADDL INSR | SUBR WVD | POLICY NUMBER     | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|-------------------|-------------------------|-------------------------|---|
| A        | GENERAL LIABILITY   | X         | X        | 72SBAIT8387       | 08/01/14                | 08/01/15                | EACH OCCURRENCE \$ 1,000,000  |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                            |           |          |                   |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000  |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR              |           |          |                   |                         |                         | MED EXP (Any one person) \$ 10,000  |
|          |   |           |          |                   |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000  |
|          |   |           |          |                   |                         |                         | GENERAL AGGREGATE \$ 2,000,000  |
|          |   |           |          |                   |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000   |
|          |   |           |          |                   |                         |                         | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |
| A        | AUTOMOBILE LIABILITY  | X         | X        | 72SBAIT8387       | 08/01/14                | 08/01/15                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000  |
|          | <input type="checkbox"/> ANY AUTO   |           |          |                   |                         |                         | BODILY INJURY (Per person) \$   |
|          | <input type="checkbox"/> ALL OWNED AUTOS  |           |          |                   |                         |                         | BODILY INJURY (Per accident) \$   |
|          | <input type="checkbox"/> SCHEDULED AUTOS  |           |          |                   |                         |                         | PROPERTY DAMAGE (Per accident) \$   |
|          | <input checked="" type="checkbox"/> HIRED AUTOS   |           |          |                   |                         |                         |   |
| A        | <input checked="" type="checkbox"/> NON-OWNED AUTOS   |           |          |                   |                         |                         |   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | X         | X        | 72SBAIT8387       | 08/01/14                | 08/01/15                | EACH OCCURRENCE \$ 2,000,000  |
|          | <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE                   |           |          |                   |                         |                         | AGGREGATE \$ 2,000,000  |
|          | <input type="checkbox"/> DEDUCTIBLE   |           |          |                   |                         |                         |   |
|          | <input type="checkbox"/> RETENTION \$   |           |          |                   |                         |                         |   |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   | N/A       | X        | 72WECDZ8254       | 08/01/14                | 08/01/15                | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER  |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                 |           |          |                   |                         |                         | E.L. EACH ACCIDENT \$ 1,000,000   |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                      |           |          |                   |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000   |
|          |   |           |          |                   |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 1,000,000  |
| C        | Professional Liability  |           |          | MLN733308/01/2014 | 08/01/14                | 08/01/15                | Ea. Claim \$ 2,000,000<br>Aggregate \$ 2,000,000  |

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

Certificate Holder is an Additional Insured per the Business Liability Coverage Form SS4171 and SS4071 attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per the Business Liability Coverage Form SS0008 attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per Waiver or our

## CERTIFICATE HOLDER

KEYWEST

City of Key West  
P.O. Box 1409  
Key West, FL 33041

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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**NOTEPAD:**

HOLDER CODE **KEYWEST**  
INSURED'S NAME **Kane, Ballmer & Berkman, A Law**

**KANEB-1**  
**OP ID: LC**

PAGE **2**  
DATE **09/16/14**

Right to Recover from Others Endorsement WC000313 attached to this policy.  
Notice of cancellation will be provided in accordance with Form SS1223 and  
WC990394 attached to this policy.

Umbrella Policy follows form.

This insurance is primary and non-contributory with respects to any other  
insurance available to the Additional Insured.

Thirty (30) days advance written notice of cancellation.

POLICY NUMBER: 72 SBA IT8387

CHANGE NUMBER: 002



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

### **BUSINESS LIABILITY COVERAGE FORM**

#### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

CITY OF KEY WEST

**Location(s) Of Covered Operations:**

PO BOX 1409 KEY WEST, FL 33041-1409

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section C. – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: 72 SBA IT8387

CHANGE NUMBER: 002



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

### **BUSINESS LIABILITY COVERAGE FORM**

#### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

CITY OF KEY WEST

**Location And Description Of Completed Operations:**

PO BOX 1409 KEY WEST, FL 33041-1409

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section C. – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

**Policy Number:** 72 WEC DZ8254

**Endorsement Number:**

**Effective Date:** 08/01/14      Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** KANE BALLMER & BERKMAN  
A LAW CORPORATION  
515 S FIGUEROA ST STE 780  
LOS ANGELES, CA 90071

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

### **BUSINESS LIABILITY COVERAGE FORM**

We waive any right of recovery we may have against:

1. Any person or organization shown in the Declarations, or
2. Any person or organization with whom you have a contract that requires such waiver.

**POLICY NUMBER:** 72 SBA IT8387



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

WAIVER OF SUBROGATION

CITY OF KEY WEST  
PO BOX 1409  
KEY WEST FL 33041



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER  
FROM OTHERS ENDORSEMENT**

**Policy Number:** 72 WEC DZ8254

**Endorsement Number:** 01

**Effective Date:** 09/15/14      Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** KANE BALLMER & BERKMAN  
A LAW CORPORATION  
515 S FIGUEROA ST STE 780  
LOS ANGELES, CA 90071

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

CITY OF KEY WEST  
PO BOX 1409  
KEY WEST, FL 33041

Countersigned by \_\_\_\_\_  
Authorized Representative

**B**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/12/2014

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

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

|   |   |
|---|---|
| PRODUCER<br><b>MOC Insurance Services</b><br>License No. 0589960<br>44 Montgomery St., 17th Fl.<br>San Francisco CA 94104 | CONTACT NAME: Halidee Callejas                                    |
|   | PHONE (A/C No, Ext): (415) 957-0600 FAX (A/C, No): (415) 957-0577 |
|   | E-MAIL ADDRESS: hcallejas@mocins.com                              |
| INSURER(S) AFFORDING COVERAGE   |   |
| INSURER A <b>Golden Eagle Insurance Corp</b>  | NAIC # <b>10836</b>   |
| INSURER B <b>Republic Indemnity Company</b>   | <b>22179</b>  |
| INSURER C <b>Evanston Insurance Co</b>  | <b>35378</b>  |
| INSURER D:  |   |
| INSURER E:  |   |
| INSURER F:  |   |

COVERAGES CERTIFICATE NUMBER MASTER 2013-2014 REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR | SUBR WVD | POLICY NUMBER                       | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|-------------------------------------|-------------------------|-------------------------|---|
| A        | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR   | X         | Y        | CBP8932329<br>No Deductible applies | 12/1/2013               | 12/1/2014               | EACH OCCURRENCE \$ 1,000,000                            |
|          | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000   |           |          |                                     |                         |                         |   |
|          |  |           |          |                                     |                         |                         | MED EXP (Any one person) \$ 10,000                      |
|          |  |           |          |                                     |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000                      |
|          |  |           |          |                                     |                         |                         | GENERAL AGGREGATE \$ 2,000,000                          |
|          |  |           |          |                                     |                         |                         | PRODUCTS - COM/POP AGG \$ 1,000,000                     |
|          |  |           |          |                                     |                         |                         | \$  |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> Comp \$500 <input checked="" type="checkbox"/> Coll \$500 | X         | Y        | BA 8932429                          | 12/1/2013               | 12/1/2014               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000        |
|          | BODILY INJURY (Per person) \$  |           |          |                                     |                         |                         |   |
|          |  |           |          |                                     |                         |                         | BODILY INJURY (Per accident) \$                         |
|          |  |           |          |                                     |                         |                         | PROPERTY DAMAGE (Per accident) \$                       |
|          |  |           |          |                                     |                         |                         | Uninsured motorist combined \$ 1,000,000                |
| A        | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br>EXCESS LIAB CLAIMS-MADE   | X         | Y        | CU 8932629                          | 12/1/2013               | 12/1/2014               | EACH OCCURRENCE \$ 4,000,000                            |
|          | DED <input checked="" type="checkbox"/> RETENTION \$ 10,000  |           |          |                                     |                         |                         |   |
|          |  |           |          |                                     |                         |                         | AGGREGATE \$ 4,000,000                                  |
|          |  |           |          |                                     |                         |                         | \$  |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y         | N/A      | 03954619                            | 12/1/2013               | 12/1/2014               | <input checked="" type="checkbox"/> WC STATUTORY LIMITS |
|          | <input type="checkbox"/> OTH-ER  |           |          |                                     |                         |                         |   |
|          | E.L. EACH ACCIDENT \$ 1,000,000  |           |          |                                     |                         |                         |   |
|          |  |           |          |                                     |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000                 |
|          |  |           |          |                                     |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 1,000,000                |
| C        | Professional Liability<br>Retention: \$25,000  |           |          | E0855446<br>Retro Date: 11/11/1976  | 12/1/2013               | 12/1/2014               | Each Wrongful Act \$1,000,000                           |
|          |  |           |          |                                     |                         |                         | AGGREGATE LIMIT \$2,000,000                             |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
City of Key West is included as additional insured as respects their interest appear per written contract. This insurance is primary and non-contributory. Waiver of Subrogation applies for all the policies per the attached endorsements. 30 day notice of cancellation/10 day for non-payment of premium

## CERTIFICATE HOLDER

## CANCELLATION

City of Key West  
P.O. Box 1409  
Key West, FL 33041-1409

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

Halidee Callejas/HCA

*Halidee Callejas*

**INSURANCE INDUSTRIE CHANGE; COMMERCIAL GENERAL LIABILITY  
ADDITIONAL INSURED ENDORSEMENT**

Please be advised that the CG 20 10 10 01 Endorsement has been replaced with the CG 20 10 07 04 Additional Insured Endorsement. City of Key West is/are named as Additional Insured(s) on the Commercial General Liability policy.

Keyser Marston Associates, Inc. provides professional services to; City of Key West therefore 'completed operations' coverage would be addressed under the Professional Liability policy shown as "Insurer D" on the attached Certificate of Insurance.

POLICY NUMBER: CBP8932329

Effective Date: 12/01/2013

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

| Name of Additional Insured Person(s)<br>or Organization(s):   | Location(s) of Covered Operations |
|---|-----------------------------------|
| <p><u>The City of Key West</u></p> <p><b>It is understood and agreed that this insurance is primary and any other insurance maintained by the Additional Insured shall be excess only and not contributing with this insurance in regards to all operations as pertains to the named insured.</b></p> |                                   |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>   |                                   |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

|  |                  |
|--|------------------|
| Endorsement effective<br>12/01/13                |                  |
| Named Insured<br>KEYSER MARSTON ASSOCIATES, INC. | Countersigned by |

(Authorized Representative)

### SCHEDULE

**Name of Person(s) or Organization(s):**

CITY OF KEY WEST

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

Forming a part of

|  |  |
|--|--|
| Policy Number: CBP 8932329                                 |  |
| Coverage Is Provided In GOLDEN EAGLE INSURANCE CORPORATION |  |
| Named Insured:<br>KEYSER MARSTON ASSOCIATES INC            | Agent:<br>MAROEVICH O'SHEA & COGHLAN                 |
|  | Agent Code: 4295775      Agent Phone: (415)-957-0600 |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule below.

**SCHEDULE**

Name of Person or Organization:

The City of Key West  
P.O. Box 1409  
Key West, FL 33041-1409

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

Forming a part of

|  |  |
|--|--|
| Policy Number: CBP 8932329                                 |  |
| Coverage Is Provided In GOLDEN EAGLE INSURANCE CORPORATION |  |
| Named Insured:<br>KEYSER MARSTON ASSOCIATES INC            | Agent:<br>MAROEVICH O'SHEA & COGHLAN<br><br>Agent Code: 4295775      Agent Phone: (415)-957-0600 |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDMENT OF CANCELLATION PROVISIONS**

Any term or provision of the Cancellation Conditions of the policy or any endorsement amending or replacing such Conditions is amended by the following:

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the person or organization shown in the Schedule below. In no event will the notice to the person or organization scheduled below exceed the notice to the first named insured.
- B. Our obligation to send notice to the person or organization listed in the Schedule below will terminate at the earlier of the current policy period expiration or when you no longer have a legal or contractual obligation to such person or organization to maintain insurance coverage under a policy which requires that such person or organization be notified in the event of cancellation.

**SCHEDULE**

**1. Name or Person or Organization:**

The City of Key West

**2. Mailing Address:**

The City of Key West  
P.O. Box 1409  
Key West, FL 33041-1409

**3. Number Days Advance Notice: 30**

All other terms and conditions of this policy remain unchanged.

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Includes copyrighted material of Insurance Services Office, Inc. with its permission.

17-490 (10/10)

AGENT COPY

Forming a part of

|  |   |
|--|---|
| Policy Number: CBP8932329                                  |   |
| Coverage Is Provided In GOLDEN EAGLE INSURANCE CORPORATION |   |
| Named Insured:<br>KEYSER MARSTON ASSOCIATES INC            | Agent:<br>MAROEVICH O'SHEA & COGLAN<br><br>Agent Code: 4295775      Agent Phone: (415)-957-0600 |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

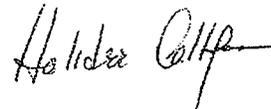
**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

The City of Key West  
P.O. Box 1409  
Key West, FL 33041-1409

**Location And Description Of Completed Operations:**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.



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CG 20 37 (07/04)

AGENT COPY

12/01/2013

8932329

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PGDM060D J23351

GEONLYST 00004203 Page

16

**Waiver of Our Right to Recover From Others Endorsement - California**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be **5.00%** of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

**Job Description**

CITY OF KEY WEST  
PO BOX 1409  
KEY WEST FL 33041-1409

ALL CALIFORNIA OPERATIONS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**Republic Indemnity Company of America**

Company No. 19739

Insured: **KEYSER MARSTON ASSOCIATES INC**

Policy Number: **039546-19**

Endorsement Number: **55**

Endorsement Effective: **December 01, 2013**

Printed on: **September 12, 2014**

Form No. WC306 10/93



C

**ANTI-KICKBACK AFFIDAVIT**

STATE OF CALIFORNIA)

: SS

COUNTY OF SAN DIEGO)

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

BY: Kendall D. Levan  
Kendall D. Levan

Sworn and prescribed before me this 11 day of September, 2014

NOTARY PUBLIC, State of California

My commission expires:

State of California

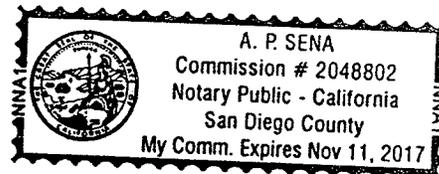
County of San Diego

Subscribed and sworn to (or affirmed) before me on this

11 day of SEPTEMBER, 20 14, by  
KENDALL D. LEVAN

Proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature



**D**

ANTI-KICKBACK AFFIDAVIT

STATE OF CALIFORNIA)

: SS

COUNTY OF LOS ANGELES)

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

BY: *James Rabe*

Sworn and prescribed before me this *11<sup>th</sup>* day of September, 2014

NOTARY PUBLIC, State of California *Katherine I. Bratton*

My commission expires: *June 22, 2014*



E

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A)**  
**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS,

1. This sworn statement is submitted to

By Kendall D. Levan, Partner  
(print individual's name and title)

for KANE BALLMER & BERKMAN  
(print name of entity submitting sworn statement)

whose business address is 113 S. Monroe Street, 1<sup>st</sup> Floor, Tallahassee, Florida 32301

and (if applicable) its Federal Employer Identification Number (FEIN) is 95-3929899

(if the entity has no FEIN, include Social Security Number of the individual signing this sworn statement):

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 01, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agent who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a

joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statute means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies). Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent July, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Kusall D. Loran  
(SIGNATURE)

Sept. 11, 2014  
(DATE)

STATE OF CALIFORNIA

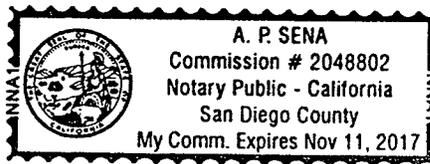
COUNTY OF SAN DIEGO

PERSONALLY APPEARED BEFORE ME, the undersigned authority KENDALL D. LEVAN  
Kendall D. Levan

who, after first being sworn by me, affixed her signature in the space provided above on this  
day of September 11, 2014

  
NOTARY PUBLIC

My commission expires: 11/11/2017



F

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A)**  
**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS,

1. This sworn statement is submitted to

By James Rabe, Vice President  
(print individual's name and title)

for KEYSER, MARSTON ASSOCIATES, INC.  
(print name of entity submitting sworn statement)

whose business address is 500 S. Grand Avenue, Los Angeles, California 90071 and (if applicable) its Federal Employer Identification Number (FEIN) is 94-2363741.

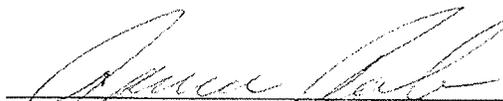
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 01, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agent who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

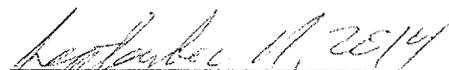
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statute means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies). Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent July, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

  
\_\_\_\_\_  
(SIGNATURE)

  
\_\_\_\_\_  
(DATE)

STATE OF CALIFORNIA

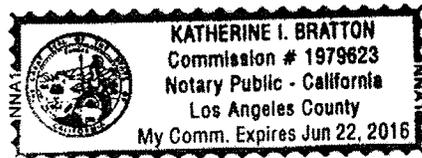
COUNTY OF Los Angeles

PERSONALLY APPEARED BEFORE ME, the undersigned authority Katherine  
K. Bratton, Notary Public

who, after first being sworn by me, affixed <sup>his</sup> her signature in the space provided above on this  
day of September 11, 2014

NOTARY PUBLIC Katherine I. Bratton

My commission expires: June 22, 2016



G



H

**CONE OF SILENCE AFFIDAVIT**

Pursuant to City of Key West Code of Ordinances Section 2-773 (attached below)

STATE OF CALIFORNIA),

:SS

COUNTY OF SAN DIEGO)

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

Sworn and subscribed before me this

11 day of September, 2014.

Kendall D. Levan

NOTARY PUBLIC, State of California at Large

My Commission Expires: 11/11/2017

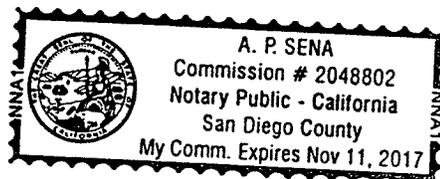
State of California  
County of San Diego

Subscribed and sworn to (or affirmed) before me on this  
11 day of SEPTEMBER, 2014, by  
KENDALL D. LEVAN

Proved to me on the basis of satisfactory evidence to be  
THE person(s) who appeared before me.

Signature

[Handwritten Signature]



**Sec. 2-773. Cone of Silence.**

- (a) *Definitions.* For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:
- (1) *Competitive solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
  - (2) *Cone of silence* means a period of time during which there is a prohibition on communication regarding a particular competitive solicitation.
  - (3) *Evaluation or selection committee* means a group of persons appointed or designated by the city to evaluate, rank, select, or make a recommendation regarding a vendor or the vendor's response to the competitive solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
  - (4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the city to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a competitive solicitation for compensation or other consideration.
  - (5) *Vendor's representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub-consultant who acts at the behest of a vendor in communicating regarding a competitive solicitation.
- (b) *Prohibited communications.* A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:
- (1) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;

- (2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;
  - (3) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee therefore; and
  - (4) Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.
- (c) *Permitted communications.* Notwithstanding the foregoing, nothing contained herein shall prohibit:
- (1) Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;
  - (2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.
    - (A) However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.
    - (B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;
  - (3) Oral communications at duly noticed pre-bid conferences;
  - (4) Oral presentations before publically noticed evaluation and/or selection committees;
  - (5) Contract discussions during any duly noticed public meeting;
  - (6) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;

- (7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or
- (8) Purchases exempt from the competitive process pursuant to section 2-797 of this Code of Ordinances;

(d) *Procedure.*

- (1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by section 2-826 of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
- (2) The cone of silence shall terminate at the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation.
- (3) Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) *Violations/penalties and procedures.*

- (1) A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.

- (2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.
- (3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
- (4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
- (5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section.

*(Ord. No. 13-11, § 1, 6-18-2013)*

1

CONE OF SILENCE AFFIDAVIT

Pursuant to City of Key West Code of Ordinances Section 2-773 (attached below)

STATE OF CALIFORNIA)

:SS

COUNTY OF Los Angeles

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

Sworn and subscribed before me this

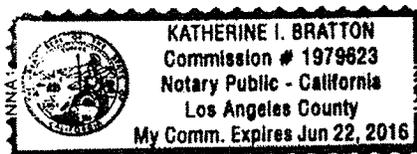
11<sup>th</sup> day of September, 2014.

*[Signature]*

NOTARY PUBLIC, State of California at Large

*Katherine I. Bratton*

My Commission Expires: June 22, 2014



**Sec. 2-773. Cone of Silence.**

- (a) *Definitions.* For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:
- (1) *Competitive solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
  - (2) *Cone of silence* means a period of time during which there is a prohibition on communication regarding a particular competitive solicitation.
  - (3) *Evaluation or selection committee* means a group of persons appointed or designated by the city to evaluate, rank, select, or make a recommendation regarding a vendor or the vendor's response to the competitive solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
  - (4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the city to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a competitive solicitation for compensation or other consideration.
  - (5) *Vendor's representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub-consultant who acts at the behest of a vendor in communicating regarding a competitive solicitation.
- (b) *Prohibited communications.* A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:
- (1) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;

- (2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;
  - (3) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee therefore; and
  - (4) Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.
- (c) *Permitted communications.* Notwithstanding the foregoing, nothing contained herein shall prohibit:
- (1) Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;
  - (2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.
    - (A) However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.
    - (B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;
  - (3) Oral communications at duly noticed pre-bid conferences;
  - (4) Oral presentations before publically noticed evaluation and/or selection committees;
  - (5) Contract discussions during any duly noticed public meeting;
  - (6) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;

- (7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or
- (8) Purchases exempt from the competitive process pursuant to section 2-797 of this Code of Ordinances;

(d) *Procedure.*

- (1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by section 2-826 of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
- (2) The cone of silence shall terminate at the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation.
- (3) Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) *Violations/penalties and procedures.*

- (1) A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.

- (2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.
- (3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
- (4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
- (5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section.

*(Ord. No. 13-11, § 1, 6-18-2013)*

J

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF CALIFORNIA)

: SS

COUNTY OF SAN DIEGO

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

BY: Kendall D. Levan  
Kendall D. Levan

Sworn and subscribed before me this 11 day of September, 2014.

NOTARY PUBLIC, State of California at Large

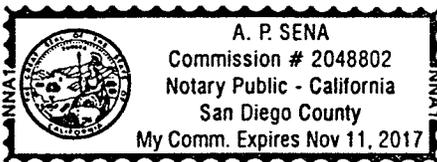
My Commission Expires:

**State of California**  
**County of San Diego**

Subscribed and sworn to (or affirmed) before me on this  
11 day of SEPTEMBER, 2014, by  
KENDALL D. LEVAN

Proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.

Signature [Handwritten Signature]



**K**

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF CALIFORNIA)

: SS

COUNTY OF Los Angeles

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

BY: \_\_\_\_\_  
*[Signature]*

Sworn and subscribed before me this 11<sup>th</sup> day of September, 2014.

NOTARY PUBLIC, State of California at Large

*[Signature]*

My Commission Expires:

June 22, 2016



12

A

**RESOLUTION NO. 14-2**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF KANE, BALLMER & BERKMAN, A LAW CORPORATION ("KBB") AUTHORIZING KENDALL D. LEVAN TO EXECUTE AND SUBMIT A JOINT PROPOSAL TO THE CITY OF KEY WEST IN RESPONSE TO THE CITY OF KEY WEST'S REQUEST FOR PROPOSALS #003-14 BAHAMA VILLAGE COMMUNITY REDEVELOPMENT SUBAREA VISIONING AND CAPITAL PROJECTS WORK PLAN ("RFP") AND TO BIND KBB TO SUCH RFP.**

**WHEREAS**, the City of Key West ("City") issued a Request for Proposals #003-14 Bahama Village Community Subarea Visioning and Capital Projects Work Plan ("RFP") to implement redevelopment activities and projects; and

**WHEREAS**, the Board of Directors of Kane, Ballmer & Berkman, a law corporation ("KBB") desires to submit a joint proposal with Keyser Marston Associates, Inc. ("KMA") to the RFP; and

**WHEREAS**, KBB desires to authorize Kendall D. Levan, a Director and Shareholder, to execute and submit the joint proposal on behalf of KBB to the RFP and to bind KBB to the RFP.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of Kane, Ballmer & Berkman, a law corporation as follows:

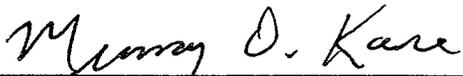
- Section 1.** The foregoing recitals are true and correct and are a substantive part of this Resolution.
- Section 2.** The Board of Directors approves that KBB submit a joint proposal with KMA to the RFP.
- Section 3.** The Board of Directors authorizes Kendall D. Levan, a Director and Shareholder, to execute and submit the joint proposal on behalf of KBB to the RFP and to bind KBB to the RFP.
- Section 4.** If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Board of Directors of KBB declares that it would have adopted this

Resolution irrespective of the invalidity of any particular portion of this Resolution.

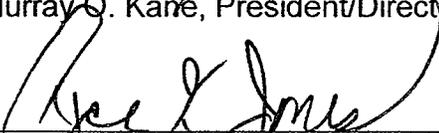
**Section 5.** This Resolution shall take effect upon the date of its adoption.

**PASSED, APPROVED, AND ADOPTED** by the Board of Directors of Kane, Ballmer & Berkman, a law corporation at its meeting held on the 8<sup>th</sup> day of September, 2014:

Dated: September 8, 2014

  
\_\_\_\_\_  
Murray O. Kane, President/Director

Dated: September 8, 2014

  
\_\_\_\_\_  
Royce K. Jones, Secretary/Director

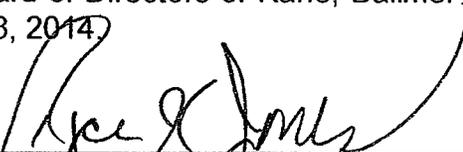
Dated: September 8, 2014

  
\_\_\_\_\_  
Kendall D. Levan, Director

**CERTIFICATE OF SECRETARY**

I hereby certify that the foregoing is a true and correct copy of the Resolution duly adopted by the Board of Directors of Kane, Ballmer & Berkman, a law corporation as of September 8, 2014.

Dated: September 8, 2014

  
\_\_\_\_\_  
Royce K. Jones, Secretary

**B**

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify that:

(1) I am the duly elected and acting Secretary of Keyser Marston Associates, Inc. a California Corporation; and

(2) That, one or more corporate officers of Keyser Marston Associates, Inc. are authorized to enter into contracts and execute instruments in the name of the Corporation or on behalf of the Corporation, pursuant to the Corporation's Bylaws, adopted September 14, 1990.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of such corporation this 11 day of Sept. 2014



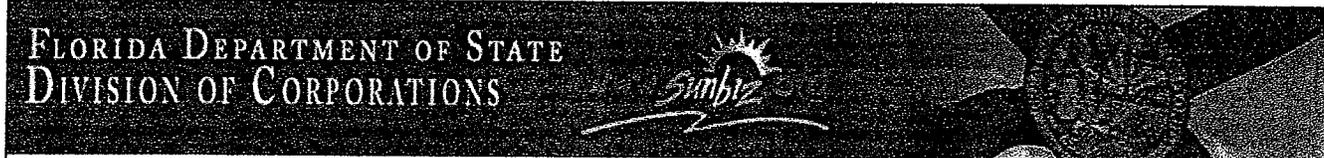
Diane M. Chambers, Secretary

Corporate Officers of Keyser Marston Associates, Inc.

|                   |                                      |
|-------------------|--------------------------------------|
| A. Jerry Keyser   | Chairman                             |
| Timothy C. Kelly  | President                            |
| Kate E. Funk      | Vice President                       |
| Kathleen H. Head  | Vice President                       |
| Debbie M. Kern    | Vice President                       |
| Paul C. Marra     | Vice President & Assistant Secretary |
| James A. Rabe     | Vice President & Assistant Secretary |
| Diane M. Chambers | Secretary & Chief Financial Officer  |

13

A



## Detail by Entity Name

### Foreign Profit Corporation

KANE, BALLMER & BERKMAN, A LAW CORPORATION

### Filing Information

|                        |              |
|------------------------|--------------|
| <b>Document Number</b> | F14000003705 |
| <b>FEI/EIN Number</b>  | 953929899    |
| <b>Date Filed</b>      | 08/26/2014   |
| <b>State</b>           | CA           |
| <b>Status</b>          | ACTIVE       |

### Principal Address

515 S. FIGUEROA STREET, SUITE 780  
LOS ANGELES, CA 90071

### Mailing Address

515 S. FIGUEROA STREET, SUITE 780  
LOS ANGELES, CA 90071

### Registered Agent Name & Address

CORPORATE CREATIONS NETWORK, INC.  
11380 PROSPERITY FARMS ROAD #221E  
PALM BEACH GARDENS, FL 33410

### Officer/Director Detail

#### **Name & Address**

Title C/P

KANE, MURRAY O  
515 S. FIGUEROA STREET, SUITE 780  
LOS ANGELES, CA 90071

Title VC/S

JONES, ROYCE K  
515 S. FIGUEROA STREET, SUITE 780  
LOS ANGELES, CA 90071

Title D

APY, SUSAN Y  
515 S. FIGUEROA STREET, SUITE 780  
LOS ANGELES, CA 90071

Title D

LEVAN, KENDALL D  
515 S. FIGUEROA STREET, SUITE 780  
LOS ANGELES, CA 90071

Annual Reports

**No Annual Reports Filed**

Document Images

08/26/2014 -- Foreign Profit

State of California  
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

KANE, BALLMER & BERKMAN, A LAW CORPORATION

FILE NUMBER: C1311889  
FORMATION DATE: 07/02/1984  
TYPE: DOMESTIC CORPORATION  
JURISDICTION: CALIFORNIA  
STATUS: ACTIVE (GOOD STANDING)

FILED  
14 AUG 26 AM 11: 22  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

I, DEBRA BOWEN, Secretary of State of the State of California,  
hereby certify:

The records of this office indicate the entity is authorized to  
exercise all of its powers, rights and privileges in the State of  
California.

No information is available from this office regarding the financial  
condition, business activities or practices of the entity.

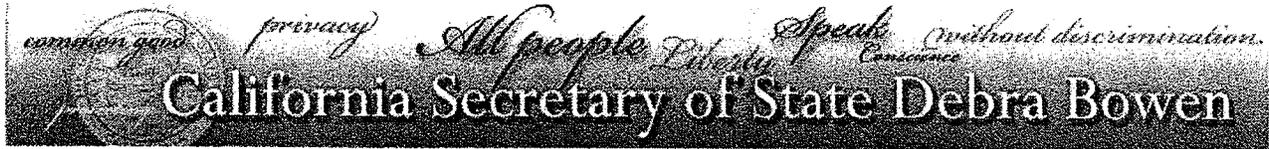


IN WITNESS WHEREOF, I execute this certificate  
and affix the Great Seal of the State of  
California this day of June 16, 2014.

*Debra Bowen*

DEBRA BOWEN  
Secretary of State

B



Secretary of State Administration Elections **Business Programs** Political Reform Archives Registries

**Business Entities (BE)**

Online Services

- [E-File Statements of Information for Corporations](#)
- [Business Search](#)
- [Processing Times](#)
- [Disclosure Search](#)

Main Page

Service Options

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- [Tax Information](#)
- [Starting A Business](#)

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- [Business Identity Theft](#)
- [Misleading Business Solicitations](#)

**Business Entity Detail**

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, September 12, 2014. Please refer to [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

|                               |                                 |
|-------------------------------|---------------------------------|
| Entity Name:                  | KEYSER MARSTON ASSOCIATES, INC. |
| Entity Number:                | C0777759                        |
| Date Filed:                   | 09/02/1976                      |
| Status:                       | ACTIVE                          |
| Jurisdiction:                 | CALIFORNIA                      |
| Entity Address:               | 160 PACIFIC AVE STE 204         |
| Entity City, State, Zip:      | SAN FRANCISCO CA 94111          |
| Agent for Service of Process: | DIANE M CHAMBERS                |
| Agent Address:                | 160 PACIFIC AVE STE 204         |
| Agent City, State, Zip:       | SAN FRANCISCO CA 94111          |

\* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

[Modify Search](#) [New Search](#) [Printer Friendly](#) [Back to Search Results](#)

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C

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# The Florida Bear



Member Since

09/27/2008

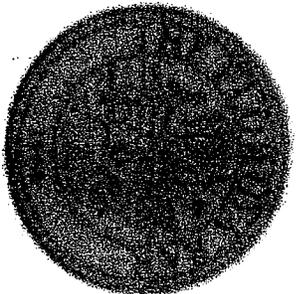
Kendall DeMatteo Levan



0055411

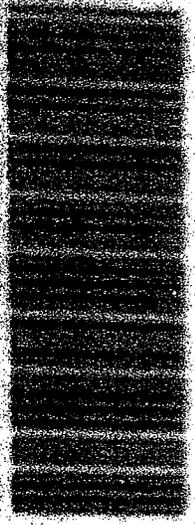
**D**

# Club Florida Sea



Carol Ann Leone

Member Since  
04/21/2010



0077513

14

**A**

**Addendum No. 1  
City of Key West RFP#003-14.  
Bahama Village Community Redevelopment Area Visioning  
and  
Capital Projects Work Plan**

To all prospective proposers:

The following changes are hereby made a part of RFP#003-14 as fully and as completely as if the same were fully set forth therein:

**Exhibit A. Insurance and Indemnification**

**1. Delete in its entirety Exhibit A replace with the following:**

PROFESSIONAL CONSULTANT is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the PROFESSIONAL CONSULTANT shall provide the minimum limits of liability insurance coverage as follows:

|                               |              |                         |
|-------------------------------|--------------|-------------------------|
| Auto Liability                | \$1,000,000  | Combined Single Limit   |
| General Liability             | \$2,000,000  | Aggregate (Per Project) |
|                               | \$2,000,000  | Products Aggregate      |
|                               | \$1,000,000  | Any One Occurrence      |
|                               | \$1,000,000  | Personal Injury         |
|                               | \$ 300,000   | Fire Damage/Legal       |
| Professional Liability        | \$1,000,000  | Per Claim / Aggregate   |
| Additional Umbrella Liability | \$ 2,000,000 | Occurrence / Aggregate  |

PROFESSIONAL CONSULTANT shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on all policies-excepting Professional Liability-on a PRIMARY and

NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11185) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of City of Key West on all policies. PROFESSIONAL CONSULTANT will maintain the Professional Liability, General Liability, and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the additional insured endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the PROFESSIONAL CONSULTANT shall maintain complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of the PROFESSIONAL CONSULTANT who is performing any labor, services, or material under the Contract. Further, PROFESSIONAL CONSULTANT shall additionally maintain the following minimum limits of coverage:

|  |             |
|--|-------------|
| Bodily Injury Each Accident            | \$1,000,000 |
| Bodily Injury by Disease Each Employee | \$1,000,000 |
| Bodily Injury by Disease Policy Limit  | \$1,000,000 |

If the work is being done on or near a navigable waterway, PROFESSIONAL CONSULTANT's workers compensation policy shall be endorsed to provide USL&H Act (WC 00 01 06 A) and Jones Act (WC 00 02 01 A) coverage if specified by the City of Key West. PROFESSIONAL CONSULTANT shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

PROFESSIONAL CONSULTANT's insurance policies shall be endorsed to give 30 days written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of

subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

*Additionally, the following addition is hereby made a part of RFP#003-14 as fully and as completely as if the same were fully set forth therein:*

*2. Add in its entirety the attached six Liability Insurance Forms*

*All Proposers shall acknowledge receipt and acceptance of this Addendum No. 1 by acknowledging Addendum in their proposal or by submitting the addendum with the proposal package. Proposals submitted without acknowledgement or without this Addendum fully executed may be considered non-responsive*

*Rudall O'Leary      Kane, Ballmer & Berkman*

Signature

Name of Business

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

|  |                               |                |        |
|--|-------------------------------|----------------|--------|
| PRODUCER                                     | CONTACT NAME:                 |                |        |
|  | PHONE (A/C, No, Ext):         | FAX (A/C, No): |        |
|  | E-MAIL ADDRESS:               |                |        |
|  | INSURER(S) AFFORDING COVERAGE |                | NAIC#: |
|  | INSURER A:                    |                |        |
|  | INSURER B:                    |                |        |
| INSURED<br><b>Design Professional Sample</b> | INSURER C:                    |                |        |
|  | INSURER D:                    |                |        |
|  | INSURER E:                    |                |        |
|  | INSURER F:                    |                |        |

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|--------------------|---------------|-------------------------|-------------------------|--|
|          | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR              | X                  | X             |                         |                         | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Per occurrence) \$300,000<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMPOUNDING \$2,000,000 |
|          | GEN. AGGREGATE LIMIT APPLIES HERE:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC   |                    |               |                         |                         | \$   |
|          | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO: ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS   | X                  | X             |                         |                         | COMBINED SINGLE LIMIT (Per accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
|          | <input checked="" type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB  | X                  | X             |                         |                         | EACH OCCURRENCE \$ ,000,000<br>AGGREGATE \$ ,000,000   |
|          | WORKERS COMPENSATION AND EMPLOYERS LIABILITY<br>ANY PARTNER OR PARTNER EXECUTIVE OFFICE MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe in or DESCRIPTION OF OPERATIONS below | N/A                | X             |                         |                         | PER STATUTORY LIMITS OTHER<br>EL DISEASE - EACH ACCIDENT \$1,000,000<br>EL DISEASE - EA EMPLOYEE \$1,000,000<br>EL DISEASE - POLICY LIMIT \$1,000,000  |
|          | Professional Liability   |                    |               |                         |                         | Per Claim \$1,000,000<br>Aggregate \$1,000,000   |

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

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br><br>City of Key West<br>P.O. Box 1409<br>Key West, FL 33041-1409 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|   | AUTHORIZED REPRESENTATIVE   |

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE

| Name Of Additional Insured Person(s)<br>Or Organization(s):  | Location(s) Of Covered Operations |
|--|-----------------------------------|
|  |                                   |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |                                   |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s)<br>Or Organization(s): | Location And Description Of Completed Operations |
|---|--|
|   |  |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION  
PROVIDED BY US**

Number of Days Notice: 30

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation is increased to the number of days shown in the Schedule above.

If this policy is cancelled by us we will send the Named Insured and any party listed in the following schedule notice of cancellation based on the number of days notice shown above.

**Schedule**

Name of Person or Organization

Mailing Address

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Person Or Organization:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement  
Insured

Effective Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

WC 00 03 13  
(Ed. 4-84)

**B**

**Addendum No. 1  
City of Key West RFP#003-14.  
Bahama Village Community Redevelopment Area Visioning  
and  
Capital Projects Work Plan**

To all prospective proposers:

The following changes are hereby made a part of RFP#003-14 as fully and as completely as if the same were fully set forth therein:

**Exhibit A. Insurance and Indemnification**

**1. Delete in its entirety Exhibit A replace with the following:**

PROFESSIONAL CONSULTANT is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the PROFESSIONAL CONSULTANT shall provide the minimum limits of liability insurance coverage as follows:

|                               |              |                         |
|-------------------------------|--------------|-------------------------|
| Auto Liability                | \$1,000,000  | Combined Single Limit   |
| General Liability             | \$2,000,000  | Aggregate (Per Project) |
|                               | \$2,000,000  | Products Aggregate      |
|                               | \$1,000,000  | Any One Occurrence      |
|                               | \$1,000,000  | Personal Injury         |
|                               | \$ 300,000   | Fire Damage/Legal       |
| Professional Liability        | \$1,000,000  | Per Claim / Aggregate   |
| Additional Umbrella Liability | \$ 2,000,000 | Occurrence / Aggregate  |

PROFESSIONAL CONSULTANT shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on all policies-excepting Professional Liability-on a PRIMARY and

NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11185) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of City of Key West on all policies. PROFESSIONAL CONSULTANT will maintain the Professional Liability, General Liability, and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the additional insured endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the PROFESSIONAL CONSULTANT shall maintain complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of the PROFESSIONAL CONSULTANT who is performing any labor, services, or material under the Contract. Further, PROFESSIONAL CONSULTANT shall additionally maintain the following minimum limits of coverage:

|  |             |
|--|-------------|
| Bodily Injury Each Accident            | \$1,000,000 |
| Bodily Injury by Disease Each Employee | \$1,000,000 |
| Bodily Injury by Disease Policy Limit  | \$1,000,000 |

If the work is being done on or near a navigable waterway, PROFESSIONAL CONSULTANT's workers compensation policy shall be endorsed to provide USL&H Act (WC 00 01 06 A) and Jones Act (WC 00 02 01 A) coverage if specified by the City of Key West. PROFESSIONAL CONSULTANT shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

PROFESSIONAL CONSULTANT's insurance policies shall be endorsed to give 30 days written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

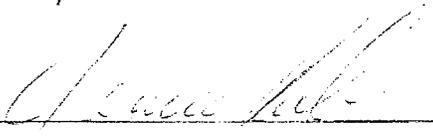
Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of

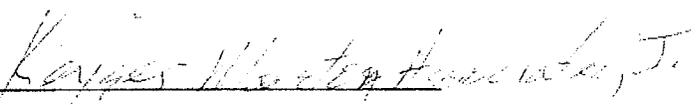
subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

*Additionally, the following addition is hereby made a part of RFP#003-14 as fully and as completely as if the same were fully set forth therein:*

2. *Add in its entirety the attached six Liability Insurance Forms*

*All Proposers shall acknowledge receipt and acceptance of this Addendum No. 1 by acknowledging Addendum in their proposal or by submitting the addendum with the proposal package. Proposals submitted without acknowledgement or without this Addendum fully executed may be considered non-responsive*

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Name of Business

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

|  |                               |               |        |
|--|-------------------------------|---------------|--------|
| PRODUCER                                     | CONTACT NAME:                 |               |        |
|  | PHONE (AC, No, Ext):          | FAX (AC, No): |        |
|  | E-MAIL ADDRESS:               |               |        |
|  | INSURER(S) AFFORDING COVERAGE |               | NAIC#: |
| INSURED<br><b>Design Professional Sample</b> | INSURER A:                    |               |        |
|  | INSURER B:                    |               |        |
|  | INSURER C:                    |               |        |
|  | INSURER D:                    |               |        |
|  | INSURER E:                    |               |        |
|  | INSURER F:                    |               |        |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|--------------------|---------------|-------------------------|-------------------------|--|
|          | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GENS. AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> SECT <input type="checkbox"/> LOC | X                  | X             |                         |                         | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Per occurrence) \$300,000<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO: ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS   | X                  | X             |                         |                         | COMBINED SINGLE LIMIT (Per accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
|          | <input checked="" type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> RETENTION \$   | X                  | X             |                         |                         | EACH OCCURRENCE \$ ,000,000<br>AGGREGATE \$ ,000,000<br>\$   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)<br>Does certificate cover DESCRIPTION OF OPERATIONS below?  | N/A                | X             |                         |                         | <input checked="" type="checkbox"/> WC STATUTORY LIMITS<br><input type="checkbox"/> OTHER<br>EL EACH ACCIDENT \$1,000,000<br>EL DISEASE - EA EMPLOYEE \$1,000,000<br>EL DISEASE - POLICY LIMIT \$1,000,000                           |
|          | <b>Professional Liability</b>  |                    |               |                         |                         | Per-Claim \$1,000,000<br>Aggregate \$1,000,000   |

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

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br><br>City of Key West<br>P.O. Box 1409<br>Key West, FL 33041-1409 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|   | AUTHORIZED REPRESENTATIVE   |

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s):   | Location(s) Of Covered Operations |
|--|-----------------------------------|
|  |                                   |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |                                   |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s)<br>Or Organization(s):  | Location And Description Of Completed Operations |
|--|--|
|  |  |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |  |

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION  
PROVIDED BY US**

Number of Days Notice 30

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation is increased to the number of days shown in the Schedule above.

If this policy is cancelled by us we will send the Named Insured and any party listed in the following schedule notice of cancellation based on the number of days notice shown above.

**Schedule**

Name of Person or Organization

Mailing Address

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Person Or Organization:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8, **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement  
Insured

Effective Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

WC 00 03 13  
(Ed. 4-84)