

RESOLUTION NO. 16-225

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, RATIFYING THE ATTACHED GRANT AWARD AGREEMENT WITH THE MONROE COUNTY TOURIST DEVELOPMENT COUNCIL (TDC) FOR FUNDING IN THE AMOUNT OF UP TO \$225,000.00 FOR THE SMATHERS BEACH RESTROOMS PROJECT (CITY MATCH); PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Key West submitted an application for TDC funding on November 17, 2015, and received a Grant Award Agreement for funding for Smathers Beach Restrooms Project on January 27, 2016; and

WHEREAS, the TDC required the return of an executed grant agreement by February 8, 2016, and pursuant to Section 2-797(1), of the code of ordinances, the City Manager executed the Agreement in the best interests of the City, the Agreement was subsequently approved by the Board of County Commissioners on April 20, 2016, and herewith the City Manager is submitting the Agreement to the Commission for ratification;

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

Section 1: That the attached Grant Award Agreement, for TDC funding in the amount of up to \$225,000.00 for the Smathers Beach Restrooms Project is hereby approved in the amount of \$225,000.00 (City match).

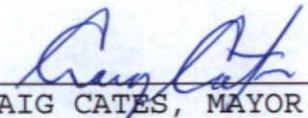
Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 2nd day of August, 2016.

Authenticated by the Presiding Officer and Clerk of the Commission on 3rd day of August, 2016.

Filed with the Clerk on August 3, 2016.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Clayton Lopez	<u>Absent</u>
Commissioner Sam Kaufman	<u>Yes</u>
Commissioner Richard Payne	<u>Yes</u>
Commissioner Margaret Romero	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>

  
CRAIG CATES, MAYOR

ATTEST:

  
CHERYL SMITH, CITY CLERK



## THE CITY OF KEY WEST

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

MEMORANDUM

### EXECUTIVE SUMMARY

**TO:** James K. Scholl, City Manager  
Sarah Spurlock, Assistant City Manager - Administration  
Greg Veliz, Assistant City Manager - Operations

**FROM:** Carolyn Sheldon, Senior Grants Administrator

**DATE:** June 21, 2016

**RE:** **Ratifying the attached Grant Award Agreement to accept the Tourist Development Council (TDC) grant for the Smathers Beach Restrooms Project in an amount not to exceed \$225,000.00 to assist with design and construction of a new restroom facility.**

#### **ACTION STATEMENT:**

This resolution will ratify the attached Grant Award Agreement to accept the Tourist Development Council (TDC) grant for the Smathers Beach Restrooms Project in an amount not to exceed \$225,000.00 to assist with design and construction of a new restroom facility.

#### **BACKGROUND:**

The City of Key West submitted an application on November 17, 2015 for TDC funding from Round 2 of their 2016 Bricks and Mortar Capital Projects funding cycle for the design and construction of new restrooms at Smathers Beach to be located in a more central location (approximately across the street from the Sheraton Suites hotel). Please see attached application for more information.

The City received an unsigned copy of the attached Grant Award Agreement on January 27, 2016 with a deadline to return the agreement signed by the Mayor by February 8, 2016. This was in between City Commission meetings. After review by Risk Management and Legal, the Agreement was signed by the Mayor and returned to the TDC, as instructed. The Board of County Commissioners approved the grant agreement at their April 20, 2016 meeting.

#### **PURPOSE AND JUSTIFICATION:**

The existing bathrooms at Smathers Beach are in poor condition. Only minor modifications have been made to the interior over the 50+ years this facility has been existence. The original exterior is still as it was originally constructed in the 1960's. Additionally, the location of the existing bathrooms is not easily

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

accessible to the majority of beach-goers. The TDC grant will assist with the design and construction cost of the new restroom facility that will be built in a more central location. Design is already in progress with an approved task order to Bermello, Ajamil & Partners (Resolution 16-076, March 1, 2016). Construction is anticipated to commence in FY 2017.

**FINANCIAL IMPACT:**

Design costs for the Smathers Beach Restrooms project are currently budgeted in Account 1017201 5726200, Project IS72011602. Construction costs will be budgeted in the FY 2017 budget, Account 1017201 5726200, Project IS72011602. The TDC funding amount is 50% of the total project cost or up to \$225,000.00. Revenues of \$225,000.00 will be budgeted in 0010000 3377001, Project IS72011602.

**RECOMMENDATION:**

Staff recommends that the City Commission ratify the attached Grant Award Agreement to accept the Tourist Development Council (TDC) grant for the Smathers Beach Restrooms Project in an amount not to exceed \$225,000.00 to assist with the design and construction of a new facility.

## Grant Award Agreement

THIS AGREEMENT (agreement) is entered into this 20<sup>th</sup> day of April, 2016 by and between MONROE COUNTY (County or Grantor), a political subdivision of the State of Florida and City of Key West (Grantee) a Government organized and operating under the laws of the State of Florida.

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

WHEREAS, Grantee has applied to TDC District I for funding for the **Smathers Beach Restroom Facility project**; and

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

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

1. **GRANT AGREEMENT PERIOD.** This agreement is for the period of March 23, 2016 through to September 30, 2017. This agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraphs 7, 12 or 13 below. **The project work described in Exhibit A must commence within the fiscal year funded which is October 1, 2015 to September 30, 2016. Proof that the project commenced within the fiscal year funded may be requested by the TDC administrative office.**

2. **SCOPE OF AGREEMENT.** The representations made by the Grantee in its proposal submitted to the TDC are incorporated herein by reference. The Grantee shall provide the following scope of services: Materials and Labor required to complete the above mentioned project. Segment(s) of the work is/are more particularly described in Exhibit A, detailing the work and the cost allocable to each segment, attached hereto, and incorporated herein by reference. **Anything not referenced within Exhibit A will not be reimbursed.** All work for which grant funds are to be expended must be completed by the

stated termination date of September 30, 2017 and all invoices pertaining to this project shall be submitted to the Finance Department of Monroe County no later than September 30, 2017 to be considered for payment. Acknowledgement: Grantee shall be required to permanently display and maintain at Grantee's expense, public acknowledgement of the support of the Monroe County Tourist Development Council in a publicly prominent area of their facility in the following form: "This project was made possible with the financial support of the Monroe County Tourist Development Council." If the Grantee has already complied with this requirement through previous funding, said acknowledgement fulfills this condition. A photograph of said acknowledgment shall be provided with the final request for reimbursement outlined in Exhibit A of this agreement.

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

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

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

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

c.) Grantee shall exercise good internal controls to assure that the project as described in the funding application shall be completed on a timely basis within the proposed budget and shall provide to County any certifications, including those by the architect, engineer, contractor or an independent consultant if necessary,

required to establish that materials which are purported to be applied to the project are in fact so applied. Further verification shall be required to show that equipment and other fixtures and personal property covered by this agreement are delivered to and installed in the project site. When any permit is required by any governmental agency, copies of plans and other documents which are submitted to the applicable agency shall be submitted to the County Engineering Division to enable verification that the scope of services under this agreement has been provided.

3. **AMOUNT OF AGREEMENT AND PAYMENT.** The Grantor shall provide an amount not to exceed **\$225,000 (Two Hundred Twenty Five Thousand Dollars TDC District [ funding ])** for materials and services used to improve the property. Reimbursement request must show that Grantee has paid in full for materials and services relating to the segment prior to seeking the 50% (fifty percent) reimbursement from Grantor. Payment shall be 50% (fifty percent) reimbursement of the total cost of the segment, subject to the cap on expenditures for that segment as set forth in Exhibit A. Reimbursement can be sought after each segment of the agreement is completed and signed by the Monroe County Engineering Department as outlined in 3.a. The Board of County Commissioners and the Tourist Development Council assume no liability to fund this agreement for an amount in excess of this award. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC.

a.) Payment shall be made upon the completion of a specific segment as outlined in the Scope of Services and Exhibit A. Payment for expenditures permissible by law and County policies shall be made through reimbursement to Grantee upon presentation of Application for Payment Summary, invoices, canceled checks, before and after pictures, County Engineer signature of inspection and other documentation necessary to support a claim for reimbursement. Included in said documentation shall be proof that the Grantee has received the property, real or personal, for each segment of agreement as outlined in Exhibit A and paid an amount equal to or greater than the amount invoiced to the Grantor. It shall be necessary for the Grantee to contact the County Engineering Division (Chris Rivera- phone: 305-292-4523 email: Rivera-Chris@MonroeCounty-Fl.gov or Doug Sposito- phone: 305-292-4416 email: Sposito-Doug@MonroeCounty-Fl.gov) and to arrange for inspection upon the completion of each segment. It shall be the responsibility of the project manager to initiate the communication with the Monroe County Engineering Division to facilitate the inspection of the segment of the project. The application for payment document must be certified through a statement signed by an officer of the organization and notarized, declaring that representations in the invoice are true and factual.

All payment requests must be submitted no later than September 30, 2017. Invoices received after September 30, 2017 will not be considered for payment.

b.) If in-kind services were noted within your application, and you are applying them to this project, documentation shall be submitted to the TDC Administrative Office to show the receipt and application of in-kind donations of goods, professional services, and materials. Said documentation should include invoices, bills of lading, etc., and be verified as received and applied to the project through a

notarized statement of the project manager and said documentation submitted to the TDC Administrative Office. All submissions shall identify the items included in Exhibit A and Grantee shall complete the Application for Payment form which is provided within the payment/reimbursement packet. This document should be signed by the project manager.

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

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

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

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

(ii) At any time that the Grantee: (a) elects to stop the project or otherwise decide not to place into service for tourist-related purposes the facility acquired, constructed, or renovated with tourist development tax funding, (b) demolishes the project facility or divests itself of ownership or possession of the real property, or (c) ceases the use of the property with a primary

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

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

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

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

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

**5. MODIFICATIONS AND AMENDMENTS.** Any and all modifications of the terms of this agreement shall be only amended in writing and approved by the Board of County Commissioners for Monroe County. The terms, covenants, conditions, and provisions of this agreement shall bind and inure to the benefit of the County and Grantee and their respective legal representatives, successors, and assigns.

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

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

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

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

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

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

c.) **Hold harmless/Indemnification.** Contractor acknowledges that this agreement is funded at least in part by the County and agrees to indemnify and hold harmless the County and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual

investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments (collectively claims) arising directly or indirectly from any negligence or criminal conduct on the part of contractor in the performance of the terms of this agreement. The contractor shall immediately give notice to the County of any suit, claim or action made against the contractor that is related to the activity under this agreement, and will cooperate with the County in the investigation arising as a result of any suit, action or claim related to this agreement.

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

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

The policies shall provide no less than 30 days notice of cancellation, non-renewal or reduction of coverage.

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

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

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

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

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

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

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

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

Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this agreement.

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

12. **TERMINATION.** This agreement shall terminate on September 30, 2017. Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the continuation of this agreement pursuant to the terms specified herein, this agreement may then be terminated immediately by written notice of termination delivered in person or by mail to Grantee. The Grantor may terminate this agreement without cause upon giving written notice of termination to Grantee. The Grantor shall not be obligated to pay for any services or goods provided by Grantee after Grantee has received written notice of termination.

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

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

15. **GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES.** This agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the state. This agreement is not subject to arbitration. Mediation proceedings initiated and conducted

pursuant to this agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

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

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

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

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

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

16. **ETHICS CLAUSE:** Grantee warrants that he has not employed, retained or otherwise had act on his behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of

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

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

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

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

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

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

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

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

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

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

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

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

Key West, FL 33041

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

**For Grantee:** James Scholl  
3132 Flagler Av  
Key West, FL 33040

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

**and**

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

22. **CLAIMS FOR FEDERAL OR STATE AID.** Grantee and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

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

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

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

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

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

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

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

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

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



Attest: Abby Heavilin, Clerk

Will Robertson  
Deputy Clerk 6-18-16

Board of County Commissioners  
of Monroe County

[Signature]  
Mayor/Chairman

City of Key West

Attest:

[Signature]

By: [Signature]  
City Clerk  
Cheryl Smith  
Print Name

Date: 1-29-16

By: [Signature]  
Mayor

Craig Cates  
Print Name

Date: 1/29/16

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:

[Signature]  
CHRISTINE M. LIMBERT-BARROWS  
ASSISTANT COUNTY ATTORNEY  
Date 1/23/16

**EXHIBIT A**

**NAME OF ENTITY:** City of Key West  
**NAME OF PROJECT:** Smathers Beach Restrooms

**NUMBER OF SEGMENTS TO PROJECT:** 1

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

<p>Segment #: 1  <b>Description:</b> Materials, equipment and labor required to:          (Note: Reimbursement to include only items located on Smathers Beach)</p> <ul style="list-style-type: none"> <li>• Construct new Restroom Facility on Smathers Beach (located at approx. 24° 33' 4.7916"N, 81° 46' 20.2800" W)</li> <li>• Construct foundation installation of piles as required by design.</li> <li>• Site work to include, but not limited to: grading/earthwork, ADA access ramps to building, landscaping (e.g. sand replacement and sea oat transplanting)</li> <li>• Internal plumbing work to include, but not limited to toilets, sinks, water spickets, drinking fountains</li> <li>• Electrical work to include, but not limited to: interior and exterior lighting and exhaust fans.</li> <li>• Produce design plans and specifications for construction including survey, geotechnical investigation and architecture for items listed in Exhibit A (excluding bid and permit fees)</li> <li>• Construction Engineering and Inspection services for items listed on Exhibit A</li> </ul> <p>(In order for this segment to be reimbursed, acknowledgement of TDC funding must be in place and proof in the form of pictures provided with submission for reimbursement of this segment. This acknowledgement shall not be covered as part of the TDC reimbursement - see contract paragraph 2)</p>	<p><b>Total Cost: \$450,000</b></p> <p><b>In-Kind:</b> No in-kind will be used towards reimbursement of this project.</p>	<p><b>TDC portion: \$225,000</b></p>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2016

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).

<b>PRODUCER</b> World Risk Management LLC Ballator Insurance Group 20 N Orange Ave Ste 500 Orlando FL 32801	<b>CONTACT NAME:</b> Diane Crispin <b>PHONE (AG, No, Ext):</b> (407) 445-2414 <b>FAX (AG, No):</b> (407) 445-2668 <b>E-MAIL ADDRESS:</b> diane_crispin@wrmlc.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Public Risk Management/Wesco</td> <td>25011</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Public Risk Management/Wesco	25011	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> City of Key West 3126 Flagler Avenue Key West, FL 33040														

**COVERAGES**      **CERTIFICATE NUMBER:** CL1510200678      **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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		PRM 015-002	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> APD		PRM 015-002	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	PRM 015-002	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <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

APPROVED BY RISK MANAGEMENT  
 BY M. Slavik  
 DATE 6-6-16

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 With respects to the listed coverages held by the named insured, as evidence of insurance in regards to constuction of Smathers Beach Restrooms.

APPROVED BY RISK MANAGEMENT  
 BY M. Slavik  
 DATE 6-6-16  
 WAIVER N/A  YES

<b>CERTIFICATE HOLDER</b> slavik-maria@monroecounty-  Monroe County TDC Maria Slavik 1201 White Street, #102 Key West, FL 33040	<b>CANCELLATION</b> 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  Andrew Cooper/DCRISP
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MONROE COUNTY TOURIST DEVELOPMENT COUNCIL

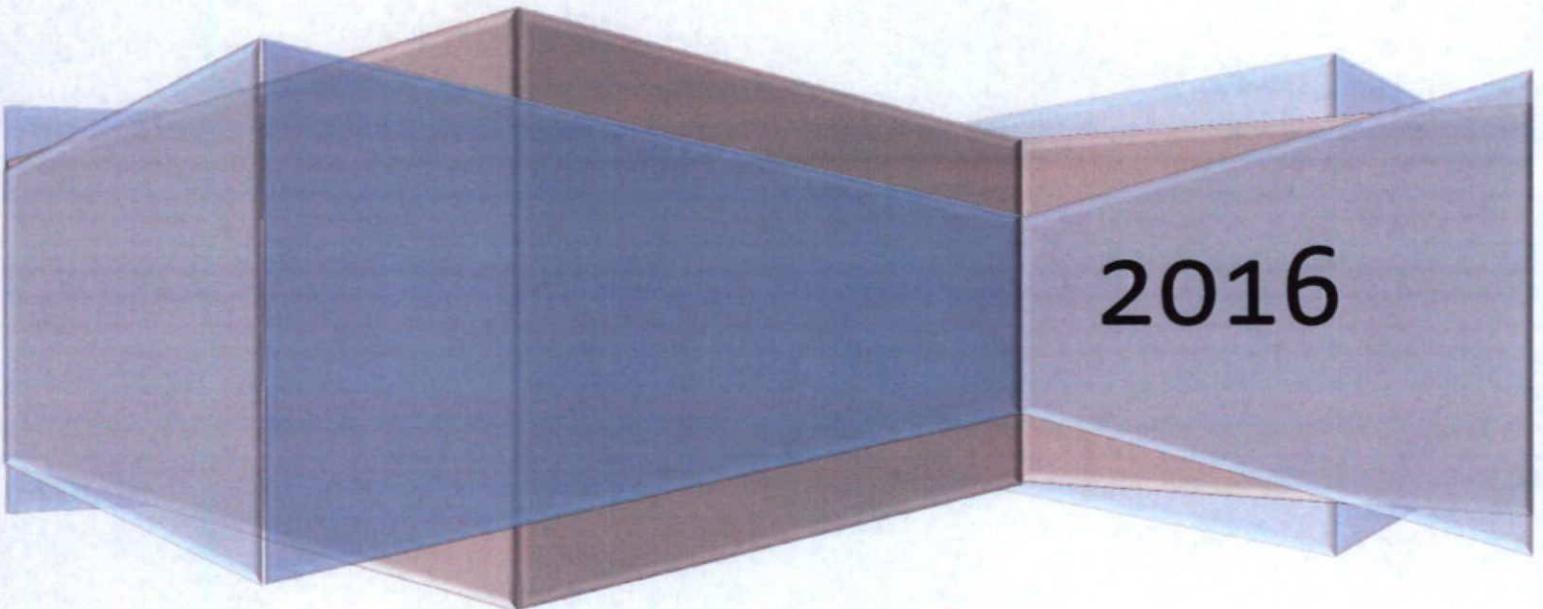
# REIMBURSEMENT PACKET

**CAPITAL PROJECT FUNDING**

City of Key West

Smathers Beach Restroom Facility

\$225,000.00



2016

**REIMBURSEMENT REQUEST COVER SHEET**

**Mail or deliver completed reimbursement requests to the following address:**

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

**Name of Organization:** City of Key West

**Name of Project:** Smathers Beach Restroom Facility

**\$225,000.00**

**Contract ID:** 1651

**Project Expiration Date:** September 30, 2017

**Line Item Number:** 117 77040 530340 TK67595 X 530340

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

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

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

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

**REVIEW AND APPROVAL BY MONROE COUNTY ENGINEERING DEPARTMENT**

**(Must be completed before submitting for reimbursement)**

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

\_\_\_\_\_  
Authorized Signature Representing Monroe County Engineering Department

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date of Inspection

**VERIFICATION**

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

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

\_\_\_\_\_  
President or Project Managers Name (Printed)

\_\_\_\_\_  
Signature of President or Project Manager

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

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Notary Stamp:



**APPLICATION FOR CAPITAL PROJECT FUNDING**

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

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

**APPLICANT ORGANIZATION:** City of Key West  
(Registered business name exactly as it appears on [www.sunbiz.org](http://www.sunbiz.org)).

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

**DESIGNATED PROJECT CONTACT PERSON:**

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

Name & Title: James K. Scholl, City Manager

Telephone/mobile no.: 305-809-3888

E-mail: jscholl@cityofkeywest-fl.gov

Address: 3132 Flagler Avenue  
Key West, Florida 33040

**TYPE OF APPLICANT:**     Non-Profit                       Governmental Entity

**PROJECT TITLE:** Smathers Beach Restroom Facility

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

Smathers Beach at South Roosevelt Blvd, Key West, Florida 33040

**WEBSITE FOR FACILITY:** [www.cityofkeywest-fl.gov](http://www.cityofkeywest-fl.gov)

**WHICH OF THE FOLLOWING APPLIES TO YOUR PROJECT?**

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

**WHICH OF THE FOLLOWING BEST DESCRIBES YOUR PROJECT?**

- Convention Center    Sports Stadium    Sports Arena    Coliseum  
 Auditorium    Aquarium    Museum    Zoological Park  
 Nature Center    Fishing Pier    \*Beach or Beach Park Facility

**WHICH OF THE FOLLOWING APPLIES TO YOUR PROJECT?**

- Acquire    Construct    Extend    Enlarge    Remodel  
 Repair    Improve

**\*IF YOU CHECKED THE BOX FOR BEACH OR BEACH PARK FACILITY, WHICH OF THE FOLLOWING APPLIES?**

- Improvement    Renourishment    Restoration    Erosion control  
 Maintenance    Construct    Repair

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

- Yes    No

**Code Enforcement:** Does your organization/property have any outstanding code violations and/or fines/costs or liens?    Yes    No   If you have answered yes, please explain below:

Application is for 50 % of total funds to be obtained from all sources.

Has applicant received previous TDC assistance:  Yes  No  
If yes, please specify year, amount, and nature of project.

Please refer to complete list of all TDC prior grants received by the City of Key West, Exhibit I.

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List any previous grant-in-aid assistance received by the applicant or for the property from any government agency. Indicate year of award, amount, division which awarded the grant, and a brief description of the project assisted by each.

Please refer to Exhibit I.

For purposes of this application *no more than twenty-five (25%) percent of total project cost shall be of in-kind services and materials.* No in-kind services shall apply to the acquisition of property. TDC requires confirmation in writing that project funds are in place at the time of this application for grant funds (see Performance Guarantee on page 4) **Enclose proof of funding as Exhibit B.** Payment is a 50% reimbursement of the total cost of each segment of the project, subject to the cap on expenditures for that segment as set forth in the agreement. Applicant must be prepared to pay the entire cost (**including in-kind**) of segment in advance of seeking the 50% reimbursement. (The project may be broken down into 2 or 3 segments. When one

segment is completed, reimbursement of 50% of that cost can be applied for through the TDC.) For acquisition of property see important information on page 5.

a)	TDC Funds Requested:	Confirmed/Available Hard-Dollar Funds:	Confirmed In-kind Funds: (Up to a maximum of 25% of project)	Total Project Cost:
	\$225,000	\$450,000	\$-0-	\$450,000

b) State source of resources for the project specified in this application:

- (i) Hard-dollar: \$450,000 (City's General Revenue Fund in FY 2015-2016 and FY 2016-2017)
- (ii) In-kind: \$-0-

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

N/A

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

Item	Quantity	Unit	Unit Cost	Total
Design	1	LS	\$ 50,000	\$ 50,000
Restroom Building	1	LS	\$ 250,000	\$250,000
Foundation Piles	16	Each	\$ 2,000	\$ 32,000
Sanitary Sewer Force Main	270	LS	\$ 27,000	\$ 27,000
Sewer Pump Station	1	Each	\$ 30,000	\$ 30,000
Miscellaneous Sanitary/Utilities	1	LS	\$ 25,000	\$ 21,000
Miscellaneous Site Work	1	LS	\$ 30,000	\$ 25,000
Construction Engineering/Inspection		4%		\$ 15,000
<b>Total Estimate</b>				<b>\$450,000</b>

**PROJECT DESCRIPTION**

1. Use:

a) Original use of structure and date of construction:

Smathers Beach was created for tourism and recreational purposes in 1965. The current restroom building was built in the late 1960's shortly after the Public Beach was officially opened.

b) Modifications to the present date including date & description:

Minor modifications have been made to the interior over the 50+ years this facility has been in existence. The original exterior is still as it was originally constructed.

c) Present use:

Restroom facility for Smathers Beach which gets nearly 400,000 visitors per year.

d) Any other uses between original and present:

No, has been public restrooms since originally constructed.

e) Proposed use:

Public restroom facility for Key West's most popular and utilized Public Beach. While the new proposed restroom facility will be built on Smathers Beach it will be located at a different location. The current facility will remain in operation until the new restrooms are operational and available to the public.

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

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

N/A

All Capital projects funded by the TDC shall be owned and operated by a governmental entity or non-profit organization. Applicant shall provide proof of property ownership, long-term lease or service contracts for consideration of funding, and should show sufficient expertise or financial capability to operate such facilities (**Enclose as Exhibit D**).

2. Ownership or other interest in property by applicant:

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

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

N/A

4. This paragraph applies only to an acquisition funding request, but you will still need to complete items 5 through 13, whether this is new construction or renovations, additions or exhibits. **NOTE: The maximum grant amount from tourist development revenue for an acquisition project shall not exceed 50% of the purchase amount.** Indicate the area of the property to be acquired in acres.

N/A

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

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

Local Ordinance, Municipal Code Section 26-65, prevents vehicle access on Smathers Beach. State of Florida Department of environmental Protection Rules prohibit non-public use.

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

No. However, the current structure for the public restrooms is in such a state of disrepair that demolition is the correct action at this time

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

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

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

Yes       No

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

Smathers Beach is a major public park within the City of Key West and has been designated as such for many, many years (dating back to 1965) and considered in all City and County Concurrency Requirements and Local Land Use Comprehensive Plans. The proposed project is a replacement of the current public restroom building which is dilapated and in need of demolition.

Permits: City Building Permit  
SFWMD Permit  
FDEP Permit if within 50' of mean high water line (to be determined) & sanitary sewer connection permit

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

Yes       No

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

Smathers Beach is a Major Public Park within the City of Key West and has been designated as such for many, many years (dating back to 1965) and considered in all City and County Concurrency Requirements and Local Land Use Comprehensive Plans. The proposed project is a replacement of the current public restroom building which is dilapated and in need of demolition.

Permits: City Building Permit  
SFWMD Permit  
FDEP Permit if within 50' of mean high water line (to be determined) & sanitary sewer connection permit

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

Yes       No      Describe/Explain:

Smathers Beach is a nesting area for endangered sea turtles. The public restroom replacement building will have no negative impact on the sea turtles.

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

Yes       No      If not, provide a brief explanation:

The newly proposed public restroom building will be fully accessible to the handicapped.

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

The City has an extensive public recycling program. For a specific reference please see the City Code Section 58. The recycling program is managed by the City's recycling coordinator. All recycling materials are collected by a private vendor, Waste Management, Inc.

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

Smathers Beach is open to the public 7am to 11pm daily. Based on observations, review of tourism statistics, and studies including "Linking the Economy and the Environment of Florida Keys/Key West June 2010" we estimate that nearly 400,000 visitors a year utilize Smathers Beach. This represents nearly 25% of the over 2 million annual visitors to the City of Key West each year.

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

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

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

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

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

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

The entire structure needs to be demolished and a completely new building constructed at Smathers Beach. The current structure has far out lived its useful life having been constructed in the late 1960's. Once the new proposed structure is completed and open to the General Public, the current structure will be demolished.

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

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Not yet initiated     | <input type="checkbox"/> Initiated                    |
| <input type="checkbox"/> Schematics complete              | <input type="checkbox"/> Design development completed |
| <input type="checkbox"/> Construction documents completed |   |

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

---

---

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

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

Yes (costs will not be reimbursed by TDC)

No

Project does not require architectural services

If so, in the space provided below, indicate the scope of services to be provided under this agreement and whether these services were obtained through competitive negotiations, requests for applications or other process.

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

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

13. Estimated completion date

24 months from Grant Award.

## PROJECT BENEFITS

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

The replacement of the public restrooms at Smathers Beach is part of the City's overall plan to have and maintain coastal and recreation facilities that are clean, attractive, and allow maximum usage by as many of the over 2 million visitors to the City each year.

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

Included in this demonstration should be a summary of the applicant's past grant experience, past two (2) year's financial statements, and proposed operational budget. (**Attach as Exhibit I**)

3. Outline your marketing program efforts to promote this facility as a tourist attraction:

Smathers Beach is one of four beaches within the City. Smathers Beach is one of the largest and is well known for its Spring Breaks. It houses restrooms and shower facility (greatly in need of replacement, the subject of this grant request), along with volleyball courts, and jet ski rentals. Smathers Beach attracts nearly 400,000 visitors each year.

Smathers Beach is marketed by the local Chamber of Commerce throughout the State of Florida and nationally as part of the overall tourism development campaign. Smathers Beach is enormously popular and does not require any individual promotion as evidenced by the huge crowds which populate it all year round.

**2015 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT**

**FILED Exhibit A**

DOCUMENT# N13000007165

**Jan 27, 2015**

**Entity Name:** THE CITY OF KEY WEST, INC.

**Secretary of State  
CC7283010145**

**Current Principal Place of Business:**

3132 FLAGLER AVE.  
KEY WEST, FL 33040

**Current Mailing Address:**

3132 FLAGLER AVE.  
KEY WEST, FL 33040

**FEI Number:** 38-3916807

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

SMITH, SHAWN D ESQ  
3128 FLAGLER AVE  
KEY WEST, FL 33040 US

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

**SIGNATURE:**

\_\_\_\_\_  
Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**Officer/Director Detail :**

Title P  
Name CATES, CRAIG  
Address 3132 FLAGLER AVE.  
City-State-Zip: KEY WEST FL 33040

Title B  
Name LOPEZ, CLAYTON  
Address 3132 FLAGLER AVE  
City-State-Zip: KEY WEST FL 33040

Title B  
Name ROSSI, MARK  
Address 3132 FLAGLER AVE  
City-State-Zip: KEY WEST FL 33040

Title B  
Name JOHNSTON, TERRI  
Address 3132 FLAGLER AVE.  
City-State-Zip: KEY WEST FL 33040

Title B  
Name WARDLOW, WILLIAM  
Address 3132 FLAGLER AVE  
City-State-Zip: KEY WEST FL 33040

Title B  
Name WEEKLY, JAMES  
Address 3132 FLAGLER AVE  
City-State-Zip: KEY WEST FL 33040

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

**SIGNATURE:** CRAIG CATES

**PRESIDENT**

**01/27/2015**

\_\_\_\_\_  
Electronic Signature of Signing Officer/Director Detail

\_\_\_\_\_  
Date

CITY OF KEY WEST  
BUDGET FOR FISCAL YEAR 15/16  
EXPENDITURES

Exhibit B

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 12/13 ACTUAL	FY 13/14 ACTUAL	FY 14/15 ADOPTED BUDGET	FY 15/16 COMMISSION ADOPTED
	Infrastructure Surtax				
	Parks and Recreation				
	Parks and Recreation				
	Culture and Recreation				
	Parks and Recreation				
101-7201-572-4600	Repairs and Maintenance	0	5,541	0	0
		-----	-----	-----	-----
*	Operating Expenditures	0	5,541	0	0
101-7201-572-6200	Buildings	1,741	0	0	508,300
	LEVEL				
	COMP				TEXT AMT
					BAND ROOM STRUCTURAL ANALYSIS (CARRY FORWARD
					\$38,300) PR1102
					258,300
					MLK COMMUNITY POOL ROOF (NEW CIP)
					200,000
					SMATHERS BEACH RESTROOMS (NEW CIP)
					50,000
					508,300
101-7201-572-6300	Infrastructure	48,872	71,316	0	285,000
	LEVEL				
	COMP				TEXT AMT
					INDIGENOUS PARK MASTER PLAN (CARRY FORWARD
					\$103,218) PR1202
					35,000
					RAISE HOCKEY RINK FLOOR (CARRY FORWARD \$180,000)
					PR1404 - MATCHED \$90,000 DONATION/SOUTHERNMOST
					HOCKEY CLUB
					175,000
					WHITE STREET PIER PAVING (NEW CIP)
					75,000
					BAYVIEW PARK IMPROVEMENTS (NEW CIP)
					285,000
101-7201-572-6400	Machinery & Equipment	3,896	16,035	0	0
		-----	-----	-----	-----
*	Capital Outlay	54,509	87,351	0	793,300
		-----	-----	-----	-----
****	Parks and Recreation	54,509	92,892	0	793,300
		-----	-----	-----	-----
*****	Infrastructure Surtax	4,751,849	8,179,283	8,785,000	10,264,521

**CITY OF KEY WEST  
CIP PROJECT DETAIL**

Project No: TBD  
 Project Name: SMATHERS BEACH BATHOOMS  
 Location: SMATHERS BEACH  
 Department: COMMUNITY SERVICES  
 Account No: 101-7201-573-62-00

Date: 06/12/15  
 Contact: R. DELOSTRINOS  
 Project Start: 10/01/15  
 Project Complete: 09/30/17  
 Project Estimate: \$50,000.00  
 Project Funding to Date: \$0.00  
 Anticipate Carry Forward FY: 2016  
 Yes/No: YES

**Project Description/Justification:**

Design and construct new bathroom facilities on Smathers Beach to replace existing, dated facilities.

**Reasons for Modification:**

**Operating Impact**

**Related Projects:**

**Project Phase Summary**

Phase	Committed To Date	FY15/16	FY16/17	FY 17/18	FY 18/19	FY 19/20	
Design		50,000					
Construction			400,000				
<b>Total</b>	<b>0</b>	<b>50,000</b>	<b>400,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>450,000</b>

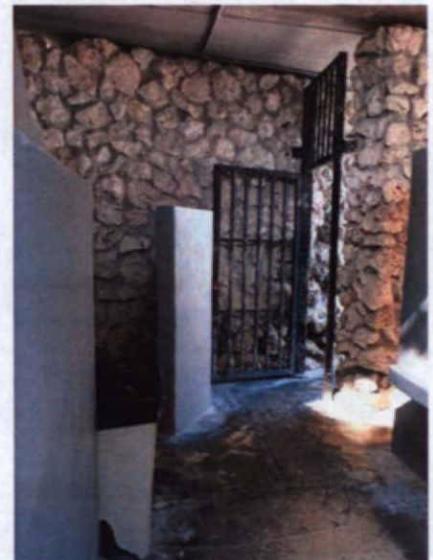
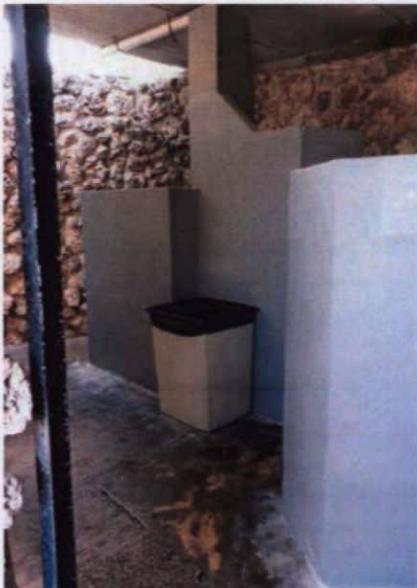
**Funding Source Summary**

Phase	Funded To Date	FY15/16	FY16/17	FY 17/18	FY 18/19	FY 19/20	
Infrastructure ST		50,000	400,000				
<b>Total</b>	<b>0</b>	<b>50,000</b>	<b>400,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>450,000</b>

Carry Forward 0



Smathers Beach



**Smathers Beach  
Existing Restroom Facilities**



**Scott P. Russell, CFA**  
**Property Appraiser**  
**Monroe County, Florida**

Key West (305) 292-3420  
Marathon (305) 289-2550  
Plantation Key (305) 852-7130

---

## Property Record Card -

**Maps are now launching the new map application version.**

Alternate Key: 1065111 Parcel ID: 00064660-000000

### Ownership Details

**Mailing Address:**

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

### Property Details

**PC Code:** 80 - VACANT GOVERNMENTAL

**Millage Group:** 10KW

**Affordable Housing:** No

**Section-Township-Range:** 04-68-25

**Property Location:** 1900 S ROOSEVELT BLVD KEY WEST

**Legal Description:** KW A PARCEL OF BAY BOTTOM LAND LYING SOUTH OF SOUTH ROOSEVELT BLVD BERTHA ST OR41-413 I.I.DEED NO 20949

**Click Map Image to open interactive viewer**



**Scott P. Russell, CFA**  
**Property Appraiser**  
**Monroe County, Florida**

Key West (305) 292-3420  
Marathon (305) 289-2550  
Plantation Key (305) 852-7130

## Property Record Card -

**Maps are now launching the new map application version.**

Alternate Key: 1065129 Parcel ID: 00064660-000100

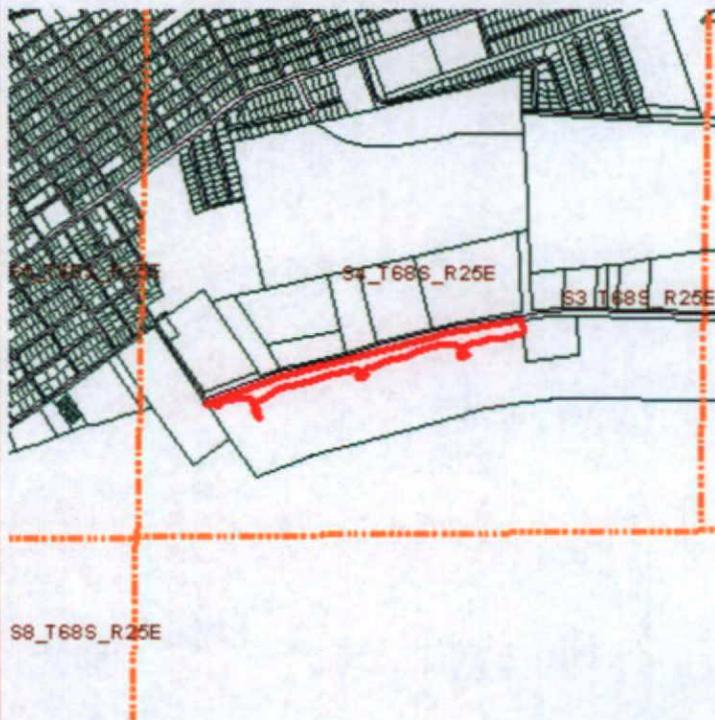
### Ownership Details

**Mailing Address:**  
TIITF/CITY OF KEY WEST SMATHERS BCH  
%DNR DOUGLAS BLDG  
TALLAHASSEE, FL 32399

### Property Details

**PC Code:** 80 - VACANT GOVERNMENTAL  
**Millage Group:** 10KW  
**Affordable Housing:** No  
**Section-Township-Range:** 04-68-25  
**Property Location:** 1900 S ROOSEVELT BLVD GEORGE SMATHERS BEACH KEY WEST  
**Legal Description:** KW A PARCEL OF BAY BOTTOM LAND LYING SOUTH OF SOUTH ROOSEVELT BLVD OR478-562-564

**Click Map Image to open interactive viewer**



**Exhibit F**

Sec. 26-65. - Vehicles.

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

(Code 1986, § 54.09(e))

**Cross reference**— Traffic and vehicles, ch. 70.



	<b>City of Key West</b>	TITLE	<b>PROPOSED RESTROOM</b>	DRAWN JTJ
	Engineering Services			SCALE 1" = 20'
	3132 Flagler Avenue, Key West, FL 33040			DATE 10/29/15
				SHEET 1 of 1



City of Key West

Engineering Services  
3132 Flagler Avenue, Key West, FL 33040

TITLE

LOCATION MAP

SMATHERS BEACH - RESTROOM ADDITION

DRAWN	JTJ
SCALE	1" = 100'
DATE	10/29/15
SHEET	1 of 1



City of Key West

Engineering Services  
3132 Flagler Avenue, Key West, FL 33040

TITLE

VICINITY MAP

SMATHERS BEACH - RESTROOM ADDITION

DRAWN	JTJ
SCALE	1" = 2000'
DATE	10/29/15
SHEET	1 of 1





**BERMELLO AJAMIL & PARTNERS INC.**

Architecture - Engineering - Planning  
Interior Design - Landscape Architecture  
Civil - Structural - Mechanical - Electrical - Plumbing - Fire Protection - Energy  
1000 N. W. 10th St.  
Miami, Florida 33136  
(305) 581-2000  
Fax (305) 581-2008

Professional Seal

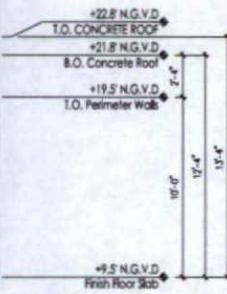
STATE OF FLORIDA  
P. O. BOX 1688  
TALLAHASSEE, FLORIDA 32304-1688  
RECYCLED PAPER



**Please note:**  
These drawings are **not** site specific to the Smathers Beach Restroom project.  
For example only.



- Pointed Concrete Roof (P-1)
- Pointed Stucco Concrete Tapered Columns (P-1)
- Pointed Smooth Stucco Walls (P-2)
- Pointed Smooth Stucco Banding (P-2)
- Pointed Smooth Stucco Over-Hang (P-2) with 10" tall SS Metal Signage (P-3)



Note: This HARC Package Pertains to the Bathroom Pavilion Only. Site Information Shows for Reference Only.

Note: All Exterior / Cladding Components as Part of the Bathroom Pavilion (Doors) Shall have Products Approval / NOA's Applicable to Current 2012 Florida Building Code for Impact Resistant/Wind Loads.

Color Paint Scheme

P-1 Snow Bound (SW7004)	P-1
P-2 Vest Sky (SW6506)	P-2
P-3 Silver Metallic	P-3

1 BATHROOM PAVILION - NORTH ELEVATION  
SCALE: NTS



STATE OF FLORIDA  
P. O. BOX 1688  
TALLAHASSEE, FLORIDA 32304-1688  
RECYCLED PAPER

REVISIONS


PROJECT NO: 1881  
DATE: AUG 04, 2010  
DRAWN BY: MS  
CHECKED BY: MS  
DATE: 08/10/10

DRAWING TITLE  
BATHROOM PAVILION  
NORTH ELEVATION

Sheet No: **A-03**



## **EXHIBIT I**

### **DEMONSTRATE THE ABILITY TO COMPLETE PROJECT AND GRANT HISTORY**

Please be assured that the City of Key West has successfully managed and implemented millions and millions of dollars of Federal and State Grants. Our history includes grants awarded and implemented from the Monroe County TDC in the amount of \$4,931,651. A list of our Capital Project Funding from TDC is attached as part of this Exhibit.

During the last 4 years the City has managed in excess of \$32 million in grant awards. There is no question of our financial and management ability to follow through with our commitment to complete the Smathers Beach Restroom Facility Project.

This is a multi-year project with \$50,000 budgeted for design in FY 2016. The remaining \$400,000 for construction will be part of the FY 2017 budget through the annual budget appropriations process.

Once completed, the City has the financial ability to operate and maintain this new facility. The City's Community Services Department will provide operation and maintenance.

## CAPITAL PROJECT FUNDING

Organization:

**Key West**

<u>FY</u>	<u>Project Name</u>	<u>Funds Allocated</u>	<u>ID</u>
2016	Smathers and Rest Beach Maintenance Services	\$ 520,000.00	1531
2015	Vietnam Veteran's Memorial Project	\$ 243,475.00	1379
2014	Truman Waterfront Park Amphitheater and Public Parking	\$ 2,000,000.00	1212
2014	White Street Pier Railing Replacement	\$ -	1335
2013	Rest Beach Renourishment Phase II	\$ 207,000.00	1164
2013	Smathers Beach Renourishment	\$ 187,500.00	1062
2012	Rest Beach Renourishment	\$ 245,000.00	1016
2009	Smathers and Rest Beach Renourishment	\$ 43,000.00	511
2009	White Street Pier (WSP) Rip Rap Installation	\$ 73,500.00	505
2008	Smathers and Rest Beach Renourishments Phase II	\$ 60,876.00	387
2007	Smathers and Rest Beach Renourishments Phase I	\$ 77,550.00	281
2007	Vandenberg Project	\$ 750,000.00	282
2007	White Street Pier (WSP) Rip Rap Installation	\$ 43,750.00	280
2006	Smathers and Rest Beach Maintenance Services	\$ 380,000.00	134
2006	White Street Pier Lighting Replacement	\$ 100,000.00	132
<b>Total Allocated:</b>		<b>\$ 4,931,651.00</b>	

**NON-COLLUSION AFFIDAVIT and VERIFICATION**  
**(Enclose as Exhibit J)**

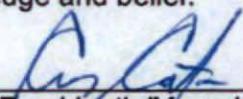
I, Craig Cates, of the city of Key West, according to law on my oath, and under penalty of perjury, depose and say that:

- 1) I am Mayor Craig Cates, the applicant making the application for the project described as follows:
- 2) The prices in this application have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other applicant or with any competitor;
- 3) Unless otherwise required by law, the prices which have been quoted in this application have not been knowingly disclosed by the applicant and will not knowingly be disclosed by the applicant prior to application opening, directly or indirectly, to any other applicant or to any competitor; and
- 4) No attempt has been made or will be made by the applicant to induce any other person, partnership or corporation to submit, or not to submit, an application for the purpose of restricting competition;
- 5) The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding agreements for said project.

**VERIFICATION**

I HEREBY CERTIFY that I have read the forgoing application and that the facts stated herein are true and correct to the best of my knowledge and belief.

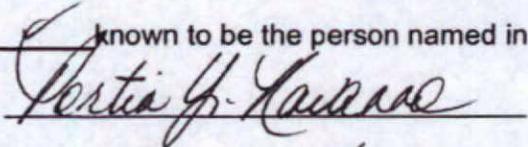
Craig Cates  
President's/Mayor's Name Typed

  
President's/Mayor's Signature

Sworn to and subscribed before me this 12<sup>th</sup> day of November 2015

personally appeared Craig Cates, \_\_\_\_\_, and \_\_\_\_\_

\_\_\_\_\_ known to be the person named in and who executed the foregoing document.

  
My commission expires: 5/20/18 Notary Public State of Florida



**DRUG FREE WORKPLACE FORM**  
**(Enclose as Exhibit K)**

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

City of Key West

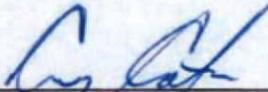
(Name of Business)

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

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

Applicant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

  
11/12/15

**HOLD HARMLESS/INDEMNIFICATION**  
**(Enclose as Exhibit L)**

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

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

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

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

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

Craig Cates

President of Organization/Mayor's Name Typed

President's/Mayor's Signature

Sworn to and subscribed before me this 13<sup>th</sup> day of November 20 15

personally appeared Craig Cates, \_\_\_\_\_, and \_\_\_\_\_

known to be the person named in and who executed the foregoing document

My commission expires: 5/2018

Notary Public State of State



## Request for Taxpayer Identification Number and Certification

**Exhibit M**

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

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**CITY OF KEY WEST**

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

**3** Check appropriate box for federal tax classification; check only **one** of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Other (see instructions) ▶ **MUNICIPALITY**

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

**5** Address (number, street, and apt. or suite no.)  
**3104 FLAGLER AVENUE**

**6** City, state, and ZIP code  
**KEY WEST, FL 33040**

**7** List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

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

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

<b>Social security number</b>										
or										
<b>Employer identification number</b>										
5	9	-	6	0	0	0	3	4	6	

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

**Sign Here**      Signature of U.S. person ▶      Date ▶ 11/13/15

**General Instructions**

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

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

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

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**ATTACHMENTS AND CERTIFICATIONS**  
**(Enclose as Exhibit N)**

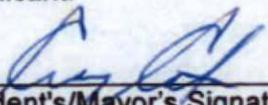
1. The following supporting documents are attached.
  - a)  Print out of Sunbiz.org "Detail by Entity" (Exhibit A)
  - b)  Documentation from bank of confirmed project funds (Exhibit B)
  - c)  If applicable: Insert or attach photograph of existing site (Exhibit C)
  - d)  Proof of ownership; long term lease or service contract (Exhibit D)  
(Include consent of owner for use of property as described within this application)
  - e)  If applicable: Enclose at least two (2) current real estate appraisals and one (1) environmental assessment (Exhibit E)
  - f)  If applicable: Enclose citations for local protective ordinances (Exhibit F)
  - g)  If applicable: Enclose copies of all recorded easement and restrictive covenants (Exhibit G)
  - h)  If applicable: Enclose preliminary plans or architectural documents - 1 set (Exhibit H)
  - i)  Past two (2) year's financial statements and proposed operational budget (Exhibit I)
  - j)  Notarized Non-Collusion affidavit and verification (Exhibit J)
  - k)  Signed Drug Free Workplace Form (Exhibit K)
  - l)  Notarized Hold Harmless/Indemnification form (Exhibit L)
  - m)  Applicant has printed and completed the W-9 form included within the application (page 23) (Exhibit M)
  - n)  Notarized Attachments and Certification form (Exhibit N)

**VERIFICATION**

I swear and certify that the information contained in this application is true and correct, and that I am the duly authorized representative of the applicant.

Craig Cates

President's/Mayor's Name Typed

  
President's/Mayor's Signature

Sworn to and subscribed before me this 12<sup>th</sup> day of November 20 15

personally appeared Craig Cates, \_\_\_\_\_, and \_\_\_\_\_

known to be the person named in and who executed the foregoing document.

My commission expires:

Monroe County Tourist Development Council 2016 Capital Project Application-2<sup>nd</sup> Round



Notary Public State of Florida

RESOLUTION NO. 16-076

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING A TASK ORDER FOR BERMELLO AJAMIL AND PARTNERS, INC. FOR DESIGN OF A NEW BATHROOM FACILITY AT SMATHERS BEACH IN THE AMOUNT OF \$27,480.00; AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS UPON ADVICE AND CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 14-307, the City Commission awarded Bermello, Ajamil & Partners a contract to provide General Architectural Services for the City; and

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

Section 1: That the attached Task Order for Bermello Ajamil and Partners, Inc. for Design of a New Bathroom Facility at Smathers Beach, in the amount of \$27,480.00, is hereby approved.

Section 2: That the City Manager is hereby authorized to execute necessary documents, upon advice and consent of the City Attorney.

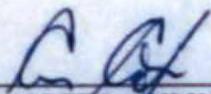
Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 1st day of March, 2016.

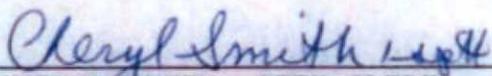
Authenticated by the Presiding Officer and Clerk of the Commission on 2nd day of March, 2016.

Filed with the Clerk on March 2, 2016.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Clayton Lopez	<u>Yes</u>
Commissioner Sam Kaufman	<u>Yes</u>
Commissioner Richard Payne	<u>Yes</u>
Commissioner Margaret Romero	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>

  
\_\_\_\_\_  
CRAIG CATES, MAYOR

ATTEST:

  
\_\_\_\_\_  
CHERYL SMITH, CITY CLERK