

**DOCUMENTS FOR:**



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**RFP #010-19  
CITY OF KEY WEST  
REQUEST FOR PROPOSALS  
STATE GOVERNMENT  
RELATIONS SERVICES**

**JULY 2019**

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**CITY OF KEY WEST**

**MAYOR: TERI JOHNSTON**

**COMMISSIONERS:**

**JIMMY WEEKLEY**

**SAMUEL KAUFMAN**

**BILLY WARDLOW**

**GREGORY DAVILA**

**MARY LOU HOOVER**

**CLAYTON LOPEZ**



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## **REQUEST FOR PROPOSALS**

Sealed proposals for the City of Key West (City) “RFP #010-19 STATE GOVERNMENT RELATIONS SERVICES” addressed to the City of Key West, will be received at the office of the City Clerk, 1300 White Street, Key West, Florida 33040 until 3:00 PM, local time, on the 14<sup>th</sup> day of AUGUST 2019 and then will be publicly opened and read. Any bids received after the time and date specified will be deemed non-responsive and not be considered.

Please submit one (1) original proposal package and two (2) electronic copies on USB drives with a single PDF file of the entire proposal package. Bid package shall be enclosed in a sealed envelope, clearly marked on the outside “RFP #010-19 STATE GOVERNMENT RELATIONS SERVICES”, addressed and delivered to the City Clerk at the address noted above.

### **DESCRIPTION OF SERVICES**

The CITY is requesting proposals from qualified individuals or firms to provide State government relations services for the CITY before the Executive branch, Legislators and/or legislative staff of the State government to secure funds for, and otherwise represent, CITY efforts.

### **TERM**

The contract shall be for a term of three (3) years with the option for two (2) additional one-year terms by mutual written agreement. The selected individual or firm shall identify available State funds or grants for the CITY and provide other government relations services as required in order to secure State funds and enhance relations for the CITY.

## **SCOPE OF SERVICES**

### **FUNDING OPPORTUNITIES:**

Working in consultation with the City Manager and/or elected officials, the following are areas of responsibility of the State Government Relations firm:

1. Work closely with the CITY to obtain all necessary project information.
2. Secure State funding for the CITY including proactive identification of specific funding opportunities.
3. Monitor State legislation and programs of State agencies to identify new funding sources.
4. Prioritize funding opportunities according to their potential as funding sources.
5. Develop timelines, giving dates when certain activities should begin and when materials should be compiled to meet State guidelines and deadlines.
6. Act as a representative of the CITY and its projects.
7. Coordinate with the State delegation in gaining support for State funding for the CITY, assist in drafting appropriate correspondence, schedule briefings and meetings.
8. Identify and meet with key State agencies, officers of the State government and members of the State legislator related to specific funding sources, propose and implement lobbying and advocacy strategies for gaining their support for CITY projects.
9. Establish and maintain liaisons with key State agencies, officers and elected officials to gain support for CITY projects.
10. If requested, prepare State grant applications.
11. Provide technical assistance and guidance to CITY staff in preparing correspondence and reports for State funding contracts.
12. As requested or necessary, arrange meetings between State agencies and members of the Executive branch, Legislators and/or legislative staff with the Mayor, City Commissioners and the City Manager to promote the funding of CITY projects or to discuss legislative issues effecting the CITY.
13. Identify agencies or other local governments which may be competing for specific grants or appropriations and assist in aligning support for CITY Projects.

14. Provide quarterly reports to the City Manager or designee demonstrating the progress of the individual or firm toward securing funding for CITY projects. The report shall provide enough information as needed in order for the Mayor, City Commission, City Manager and staff to support any lobbying strategies.
15. Appear before the City Commission as requested to report on fund development activities, approximately two (2) times annually. Appearances will be scheduled in advance at the request of the Mayor and City Commission.

#### **MONITORING**

1. Review on a continuing basis all existing and proposed State of Florida policies and legislation effecting the CITY. Identify those issues that may directly, or indirectly effect the CITY or its citizens and regularly inform the CITY as to such matters, both orally and in writing, including the benefits and any inverse impacts of proposed legislation.
2. Work closely with the Mayor, City Commission, City Manager, Assistant City Manager and senior staff in the coordination and development of the City's legislative program for both long and short-term perspectives, as well as legislative priorities.
3. Work closely with the Mayor, City Commission, City Manager and senior staff to develop special or general legislation in keeping with, or supportive of, the City's adopted legislative program.

#### **BILL TRACKING**

1. Obtain and monitor all bills, resolutions, files, journals, histories, etc. that may have an impact on legislative or regulatory interests of the CITY.
2. As copies of any bills and amendments are determined to have an impact on legislative and regulatory interests of the CITY, copies shall be forwarded to the Mayor, City Commission and City Manager.

## **INSTRUCTION FOR PROPOSERS**

Proposers shall address the following areas. A proposal's failure to address all areas may result in rejection of the Proposal. In addition, all Proposals shall strictly correspond to the formatting indicated at the beginning of this RFP.

### **Sections**

1. **Introduction**
  - a. Proposer's name and address of central and satellite offices.
  - b. Project Manager's telephone number and email address.
  - c. Current client list, including local governments.
2. **Firm's or Individual's Experience and References**
  - a. This section shall include a description of at least two (2) other professional contracts or experiences that are similar to the scope of services described in this proposal. Each shall include a reference name and telephone number(s).
3. **Personnel Qualifications and Availability**
  - a. Identify the names, qualifications and availability of all individuals who will be assigned to this account. Proposals shall also include the role and percent of time that each person will be assigned for work on this project.
4. **Implementation of Scope of Services**
  - a. Identify the consultant's proposed methods and an estimate of time necessary for specific activities in the pursuit of State funding opportunities.
5. **Fees**
  - a. Provide a fixed fee proposal for performing all the work described in the Request for Proposals. Identify all costs anticipated to be associated with this proposal, including meals, travel, lodging and business expenses. Please provide a description of the cost basis for your proposal.

**SELECTION**

Proposals submitted will be evaluated by an Evaluation Committee approved by the City Manager. In a publicly noticed meeting the Evaluation Committee will meet to review and discuss the various proposals. The Committee will then evaluate and rank the responses based on the items outlined in the Evaluation criteria. The Committee may short list firms to be submitted to the City Commission should the number of respondents exceed three (3). The City Commission may accept the ranking recommendations of the Evaluation Committee and may request ranked firms to give a presentation and/or answer questions, amend the rankings or reject all proposals. The City Commission will make the final selection. The City shall not be responsible for any costs of preparation or costs incurred in relation to any opportunities for an interview.

The Evaluation Committee criteria are as follows:

<b>Maximum Points</b>	<b>Category</b>
20	<b>Experience of Firm</b> * Experience of firm with similar clients * Past accomplishments with similar clients * References
20	<b>Qualifications and Availability of "Core Team"</b> * Qualifications for "core team" members * Availability of "core team" members
20	<b>Methodologies</b> * Proposed methods for identifying funding opportunities * Lobbying and advocacy strategies for securing State funds through legislation and State grant opportunities
10	<b>Location Consideration and How It Impacts Effective Communication Between the CITY, Consultant and Key State Contacts</b> * Location of the firm and key "Core team" members * Approach to maintaining good communication/coordination with clients
5	<b>Scheduling</b> * Willingness to meet with CITY time requirements * Recent, current and projected workload of the firm
5	<b>Knowledge/Understanding of the CITY and Projects</b> * Understanding of the City's governmental process * Understanding of the City's projects
20	<b>Cost</b> * Fees and cost basis



## **CONTRACT**

The selected proposer will be expected to execute a contract with the CITY within 30 days of Notice to Award. If the contract cannot be successfully negotiated, the CITY may elect to negotiate with the second ranked proposer and so forth.

## **SUBMITTAL OF PROPOSER**

Proposals shall stipulate that the proposed terms are valid for one-hundred and twenty (120) days from the date of submittal. Proposals must be signed by an official who has legal authority to bind the individual or from.

## **CITY MAILING ADDRESS**

All proposals meeting the criteria as outlined in page 2 of the documents shall be mailed to:

The City of Key West  
Office of the City Clerk  
1300 White Street  
Key West, Florida 33040

## **INSURANCE REQUIREMENTS**

### **1.0 GENERAL INSURANCE REQUIREMENTS:**

- 1.01 During the Term of the Agreement, the Consultant shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, the types of insurance described herein.
- 1.02 All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.
- 1.03 The City shall be specifically included as an additional insured on the Consultant's Liability policies with the exception of the Consultant's Professional Liability policies (if required) and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The City's additional insured status should be extended to all Completed Operations coverages.
- 1.04 The Consultant shall deliver to the City, prior to commencing work/activities under the Agreement, properly executed "Certificate(s) of Insurance" setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the City, on a timely basis, if requested by the City.
- 1.05 If the Consultant fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if the Consultant refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s) to the City, the City may, at the City's sole discretion, terminate or suspend this Agreement and seize the amount of Consultant's performance bond, letter of credit, or other security acceptable to the City.
- 1.06 The Consultant shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Consultant shall promptly authorize and have delivered such statement to the City.
- 1.07 The Consultant authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the Consultant's insurance agents, brokers, surety, and insurance carriers.
- 1.08 All insurance coverage of the Consultant shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Consultant in this Agreement.
- 1.09 The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.
- 1.10 No work/activity under this Agreement shall commence or continue unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued by the City.
- 1.11 The insurance coverage and limits required of the Consultant under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the Consultant. The Consultant alone shall be responsible for the sufficiency of its own insurance program. Should the Consultant have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.

- 1.12 During the Term of this Agreement, the City and its agents and contractors may continue to engage in necessary business activities during the operations of the Consultant. No personal property owned by the City used in connection with these business activities shall be considered by the Consultant's insurance company as being in the care, custody, or control of the Consultant.
- 1.13 Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, and the insurance company providing the coverage will not agree in writing to pay the deductible or retention, including the costs of defense as provided for in its policy without consideration of the deductible or retention in the settlement of insured claims, then the Consultant agrees, if required by the City, to provide, pay for, and maintain a surety bond acceptable to the City from an insurance company acceptable to the City (or a standby irrevocable Letter of Credit acceptable to the City) in the amount of the deductible or retention, guaranteeing payment of the deductible or retention. Said guarantee is to continue for four (4) years following expiration or termination of the Agreement.
- 1.14 All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 1.15 All policies of insurance required herein shall require that the insurer give the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions.
- 1.16 Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no termination of the Agreement due to lack of proof of the insurance coverage required of the Consultant.

**2.0 SPECIFIC INSURANCE COVERAGES AND LIMITS:**

- 2.01 All requirements in this Insurance Section shall be complied with in full by the /Consultant unless excused from compliance in writing by the City.
- 2.02 The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

**Workers' Compensation and Employers' Liability Insurance** shall be maintained in force during the Term of this Agreement for all employees engaged in this work under this Agreement, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

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

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

Bodily Injury & Property Damage Liability	\$1,000,000.00 Combined Single Limit each Occurrence and Aggregate
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Completed Operations Liability Coverage shall be maintained by the Consultant for a period of not less

than four (4) years following expiration or termination of this Agreement.

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

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

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

or

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

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

**CITY OF KEY WEST INDEMNIFICATION FORM**

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

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

CONTRACTOR: \_\_\_\_\_

SEAL:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

DATE: \_\_\_\_\_

Sworn and subscribed before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC, State of \_\_\_\_\_, at Large

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

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and  
its seal affixed by its duly authorized officers this \_\_\_ day of \_\_\_\_\_ 20\_\_.

(SEAL)

\_\_\_\_\_  
Name of Corporation

By \_\_\_\_\_

Title \_\_\_\_\_

Attest \_\_\_\_\_

Sworn and subscribed before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

NOTARY PUBLIC, State of \_\_\_\_\_, at Large

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

**ANTI-KICKBACK AFFIDAVIT**

STATE OF \_\_\_\_\_)

: SS

COUNTY OF \_\_\_\_\_)

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

By: \_\_\_\_\_

Sworn and subscribed before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC, State of \_\_\_\_\_, at Large

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

\* \* \* \* \*

**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted with Bid or Proposal for \_\_\_\_\_  
\_\_\_\_\_

2. This sworn statement is submitted by \_\_\_\_\_  
(name of entity submitting sworn statement)

whose business address is \_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
\_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual  
signing this sworn statement \_\_\_\_\_)

3. My name is \_\_\_\_\_  
(please print name of individual signing)

and my relationship to the entity named above is \_\_\_\_\_

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

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

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

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



7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

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

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

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

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

\_\_\_\_\_  
(name of individual signing) Who, after first being sworn by me, affixed his/her

signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF \_\_\_\_\_)

: SS

COUNTY OF \_\_\_\_\_)

I, the undersigned hereby duly sworn, depose and say that the firm of \_\_\_\_\_

\_\_\_\_\_ provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: \_\_\_\_\_

Sworn and subscribed before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC, State of \_\_\_\_\_, at Large

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

\* \* \* \* \*

**CONE OF SILENCE AFFIDAVIT**

STATE OF \_\_\_\_\_ )

: SS

COUNTY OF \_\_\_\_\_ )

I, the undersigned hereby duly sworn, depose and say that all owner(s); partners, officers, directors, employees and agents representing the firm of \_\_\_\_\_ have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

By: \_\_\_\_\_

Sworn and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_

NOTARY PUBLIC, State of \_\_\_\_\_ at Large

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

\* \* \* \* \*