

AGENDA

KEY COLONY BEACH CITY COMMISSION SPECIAL MEETING

“Golf Course Comprehensive Agreement & Lease Agreement”

Monday, January 12th, 2026 – 9:35 AM or at the conclusion of the City Commission Workshop
Marble Hall, 600 W. Ocean Drive, Key Colony Beach
& via Zoom Conferencing

Zoom Login Information at the end of this Agenda

- 1. Call to Order & Roll Call**
- 2. Approval of the Agenda** (*Additions, changes, and deletions can be made via one motion and a second to approve by a majority vote*)
- 3. Citizen Comments and Correspondence**
- 4. City Commission Discussion/Approval**
 - a. Draft Comprehensive Agreement – **Pgs. 1-13**
 - b. Draft Lease Agreement – **Pgs. 14-24**
 - c. Attachments for Comprehensive Agreement – **Pgs. 25-36**
 - d. Comments by D. Rice Management – **Pgs. 37-42**
- 5. Citizen Comments**
- 6. Adjournment**

*This meeting will be held at the City Hall Auditorium ‘Marble Hall’,
600 W. Ocean Drive, Key Colony Beach, Florida 3305 & via Zoom*

Join from PC, Mac, iPad, or Android:

<https://us02web.zoom.us/j/81203602732?pwd=a8zguDPRkujwv8AJF4VbsBtcTiQH3p.1>
Passcode: 701014

Phone one-tap:

+1 305 224 1968,,81203602732#,,, *701014# US
+1 646 931 3860 US

Join via audio:

+1 305 224 1968 US
+1 646 931 3860 US
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)
+1 309 205 3325 US
+1 360 209 5623 US
+1 386 347 5053 US
Webinar ID: 812 0360 2732
Passcode: 701014

International numbers available: <https://us02web.zoom.us/u/kc7GuHx6yH>

Members of the public may speak for three minutes and may only speak once...unless waived by a majority vote of the commission. Persons who need accommodations in order to attend or participate in this meeting should contact the city clerk at 305-289-1212 at least 48 hours prior to this meeting in order to request such assistance. If a person decides to appeal any decision made with respect to any matter considered at any meeting, that person will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

COMPREHENSIVE AGREEMENT

CITY OF KEY COLONY BEACH, FLORIDA - PUBLIC GOLF COURSE

This Comprehensive Agreement is entered into on the date last written below, by and between **D. RICE MANAGEMENT, INC.** (the “Contractor”) and the **CITY OF KEY COLONY BEACH, FLORIDA** (the “City”) (individually, a “Party” and collectively, the “Parties”).

WHEREAS, the City owns the City of Key Colony Beach Golf Course, a public par-3 golf course located at 460 8th Street, Key Colony Beach, Florida, and consisting of approximately fourteen (14) acres, and certain associated improvements, equipment, and personal property (the “Golf Course”); and

WHEREAS, on September 8, 2025, the City received an unsolicited proposal, pursuant to Section 255.065, F.S., for the management, operations, and maintenance of the Golf Course (the “Proposal”), submitted by the Contractor; and

WHEREAS, the City proceeded with the Proposal without engaging in a public bidding process as authorized by Section 255.065, F.S.; and

WHEREAS, the City held a duly noticed public meeting on October 16, 2025, at which meeting the Proposal was presented, and affected public entities and members of the public were allowed to provide comments on the Proposal; and

WHEREAS, the City held a second duly noticed public meeting on November 20, 2025, at which meeting affected public entities and members of the public were allowed to provide additional comments on the Proposal, and the Commission adopted a Resolution finding, *inter alia*, that the Proposal was for a “qualifying project,” and that the Proposal is in the public interest after considering all statutory factors and public comments; and

WHEREAS, the City published the Report required by Section 255.065(3)(d), F.S. for at least seven (7) days in the Florida Administrative Register; and

WHEREAS, the Parties now desire to enter into this Comprehensive Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and benefits hereinafter set forth, the Parties herein covenant and agree as follows:

1. GOLF COURSE LEASE

Contemporaneously with the execution of this Comprehensive Agreement, the Parties shall execute that certain Golf Course Lease attached and labeled as “*Attachment A*” to this Comprehensive Agreement (“Lease Agreement”), and which is incorporated herein by reference.

As the Comprehensive Agreement and the Lease Agreement contemplate a joint undertaking between the Parties, a default, breach or termination of either agreement shall constitute a default, breach or termination of the other agreement.

2. TERM

2.1 This Comprehensive Agreement shall commence on _____, 2026 (“Commencement Date”) and, unless sooner terminated or extended as provided herein, terminate on _____, 2028 (“Termination Date”). **[NOTE: The Proposal is for 2 years with 1 year renewal. An alternative of 1 year/1year was suggested].**

2.2 If Contractor is not then in default or breach of the Lease Agreement, materially or otherwise, Contractor may elect to extend the Termination Date of this Comprehensive Agreement and the Lease Agreement for one (1) additional calendar year by giving written notice to the City not less than ninety (90) days prior to the original Termination Date. **[NOTE: Only Contractor has right to terminate on 90 days' notice. Alternative may be for both or neither party to have this right to terminate.]**

3. DUTIES AND OBLIGATIONS OF CONTRACTOR

During the Term of this Agreement:

3.1 No less than *quarterly*, Contractor shall provide the City a detailed Income Statement. As the Parties acknowledge these Income Statements are public records, Contractor shall be solely responsible to ensure that no confidential information is contained therein.

3.2 No less than *quarterly*, Contractor shall provide the City a detailed report on all activities, projects, maintenance, plans, and other matters relevant to the management, operations and maintenance of the Golf Course.

3.3 Contractor represents and warrants that it has not, and will not, undertake any third-party financings to perform under this Comprehensive Agreement or the Lease Agreement, other than in the regular course of its business as relating to the Golf Course.

3.4 Contractor shall allow City and its designees the right to inspect the Golf Course

and related facilities, equipment and personal property upon reasonable advance notice under non-emergency circumstances. However, in the event of emergency circumstances, City and its designee shall attempt to give Contractor notice, but may inspect the same in the event it is unable to so notify the Contractor.

3.5 The initial schedule of User Fees charged to Golf Course members and the general public shall be set and mutually agreed to in the Lease Agreement. Any subsequent changes to User Fees under the Lease Agreement are subject to the consent of the City, which consent will not be unreasonably withheld.

3.6 Contractor shall comply with all applicable federal, state, City and local rules, regulations, ordinances, land use plans, policies and statutes.

3.7 Contractor shall review, evaluate and respond in writing to the City within thirty (30) days as to any requests, suggestions or feedback provided by the City to the Contractor as to the management, operations and maintenance of the Golf Course.

3.8 Within thirty (30) days of the Commencement Date, Contractor shall provide to City all as-builts and any other maps, surveys, drawings, designs and similar documents as related to Golf Course management, operations and maintenance. Thereafter, Contractor shall provide City with copies of all such documents that may be amended or newly created within thirty (30) days thereof.

3.9 As requested by the City throughout the Term of this Comprehensive Agreement, Contractor shall affirmatively work with the City to familiarize City with all Golf Course operations to assist the City in the transition of future management of the Golf Course upon termination of this Comprehensive Agreement.

4. DUTIES AND OBLIGATIONS UPON TERMINATION

Upon termination of this Comprehensive Agreement for any reason:

4.1 The Lease Agreement shall terminate contemporaneously herewith, without further notice except as such notice may be required under this Comprehensive Agreement.

4.2 Contractor shall return and deliver all equipment and personal property not owned by it to the City, in such condition as set forth in the Lease Agreement.

4.3 To the extent allowed therein, Contractor shall assign and/or transfer all contracts, licenses, permits and similar related to the operations of the Golf Course to the City.

4.4 Contractor shall conduct a final accounting of all operations related to the Golf Course, and provide the City with a report of the same no less than thirty (30) days after termination. Said Report shall also include a detailed statement as to all paid yet unearned Golf Course fees and charges.

4.5 With the delivery of the Report described immediately above, Contractor shall reimburse all paid but unearned fees to Annual Members.

5. PERFORMANCE GUARANTEES AND SAFEGUARDS; UNEARNED MEMBERS/USERS FEES

5.1 Contemporaneously with its execution of this Comprehensive Agreement, Contractor shall post a bond, by certified check, payable to the Lessor in an amount of \$ _____ (“Bond”). The purpose of the Bond is to ensure Lessee’s performance under this Comprehensive Agreement and the Lease Agreement, as required by Section 255.065, F.S. City shall maintain the Bond in a separate, interest-bearing account.

5.2 The Bond, and any accrued interest, may be unilaterally disbursed by the City to itself or any third party, but only due to Contractor’s failure to fulfil any of its obligations under this Comprehensive Agreement or the Lease Agreement. Such utilization of the Bond by the City includes but is not limited to:

- 5.2.1 Breach or other violations of this Comprehensive Agreement;
- 5.2.2 Damage to any real or personal property of City caused by the acts or omissions of the Contractor, its shareholders, directors, officers, contractors, guests, invitees, agents, and employees;
- 5.2.3 Breach or other violations of the Lease Agreement, including but not limited to rent and utilities;
- 5.2.4 Costs and service disruptions under the Lease Agreement;
- 5.2.5 Staffing disruptions under the Lease Agreement; and
- 5.2.6 Paid but unearned fees which the Contractor fails to return to third parties as required under the Lease Agreement.

5.3 If total claims against the Bond are in excess of the Bond amount, the City may apply the Bond to the various claims in its sole discretion.

5.4 Contractor shall be solely responsible for all claims in excess of the Bond, if any, and in such an event shall reimburse the City for all such excess claims.

5.5 Within thirty (30) days of the Termination Date, City shall return the remaining Bond, plus any remaining accrued interest, if any, to the Contractor, but only after the provisions of this Section 5 have been satisfied.

5.6 In the event that the Lessee has pledged any prior bond to guarantee performance

under any prior leases or agreements with Lessor as relating to the Golf Course, Lessor shall release and/or return the same within fifteen (15) days of the Commencement Date.

6. INSURANCE

Contractor agrees to secure and maintain at all times during the term of this Comprehensive Agreement and any renewals, at Contractor's expense, insurance coverage as set forth below, covering Contractor for all acts or omissions which may give rise to liability for performance under this Comprehensive Agreement. All Contractor staff and employees are to be insured in minimum amounts acceptable to the City and with a reputable and financially viable insurance carrier, naming the City as an additional insured. Such insurance shall not be cancelled except upon thirty (30) days' written notice to the City. Contractor shall provide the City with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage. Contractor agrees to notify the City immediately of any material change in any insurance policy required to be maintained by Contractor.

X General Liability Insurance

Amount: \$1,000,000.00

X Workers Compensation Insurance

Amount: Statutory Limits

7. COMPLIANCE WITH LAWS AND POLICIES

Contractor agrees to comply with all City policies and all applicable local, state, and federal laws, including public records.

Public Records. To the extent Contractor is acting on behalf of City as stated in Section 119.0701, F.S., Contractor shall:

7.1 Keep and maintain public records required by City to perform the Services;

7.2 Upon request from City, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

7.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Comprehensive Agreement and following completion or termination of this Comprehensive Agreement if the records are not transferred City; and

7.4 Upon completion or termination of this Comprehensive Agreement, transfer to City, at no cost, all public records in Contractor's possession or keep and maintain public records required by City to perform the services. If Contractor transfers the records to City, Contractor shall destroy any duplicate public records that are exempt or confidential and

exempt. If Contractor keeps and maintains the public records, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request in a format that is compatible with the information technology systems of City.

7.5 A request for public records regarding this Comprehensive Agreement must be made directly to City, who will be responsible for responding to any such public records requests. Contractor will provide any requested records to City to enable City to respond to the public records request.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS COMPREHENSIVE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS BY EMAIL AT: CITYCLERK@KEYCOLONYBEACH.NET, OR BY MAIL TO: CITY OF KEY COLONY BEACH, FLORIDA, ATTN: CUSTODIAN OF PUBLIC RECORDS, 600 W. OCEAN DRIVE, KEY COLONY BEACH, FL 33051, OR BY CALLING (305) 289-1212 EXT 2.

Failure of Contractor to comply with this Section and F.S. §119.0701 shall be deemed a material breach, and the City holding the Contractor in default, termination of the Comprehensive Agreement and/or other legal action.

8. INDEPENDENT CONTRACTOR STATUS

Contractor is, for all purposes arising under this Comprehensive Agreement, an independent contractor. Contractor and its officers, agents or employees shall not, under any circumstances, hold themselves out to anyone as being officers, agents, or employees of the City.

9. TERMINATION

9.1 WITHOUT CAUSE

9.1.1 This Comprehensive Agreement may not be terminated by the City without cause. **[NOTE: Only Contractor has right to terminate on 90 days' notice. Alternative may be for both or neither party to have this right to terminate.]**

9.1.2 Contractor may terminate this Comprehensive Agreement without cause upon ninety (90) days advance written notice to the City if given prior to October 1 of any contract year. In such event, the Contractor will be required to fully perform under this Comprehensive Agreement and the Lease Agreement until such time as the City enters into a contract for the management, operation and

maintenance of the Golf Course with a third-party.

9.2 TERMINATION FOR BREACH

9.2.1 Except as provided in Section 9.3, either Party may terminate this Comprehensive Agreement upon breach by the other Party of any material provision of this Comprehensive Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching Party of written notice of such breach from the non-breaching Party.

9.3 IMMEDIATE TERMINATION BY THE CITY

9.3.1 The City may terminate this Comprehensive Agreement immediately upon written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon occurrence of any of the following events:

9.3.1.1 Conduct by Contractor or its shareholders, directors or officers, which affects the quality of services provided to the City or the performance of duties required hereunder and which would, in the City's sole judgment, be prejudicial to the best interests and welfare of the City.

9.3.1.2 Failure by Contractor to maintain any insurance required by the terms of this Comprehensive Agreement.

9.3.1.3 Material breach or termination of the Lease Agreement.

9.3.1.4 As may be otherwise set forth in this Comprehensive Agreement.

10. ASSIGNMENT

Neither Contractor nor the City may assign or transfer any interest in this Comprehensive Agreement without the prior written consent of both parties. Should an assignment occur upon mutual written consent, this Comprehensive Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

11. AMENDMENT

This Comprehensive Agreement may be amended only with the mutual written consent of the Parties.

12. INDEMNIFICATION, GOVERNING LAW & VENUE

Contractor shall indemnify and hold City harmless from and against any and all claims, liabilities, damages, and expenses, including, without limitation, reasonable attorneys' fees, incurred by the City in defending or compromising actions brought against it arising out of or related to the acts

or omissions of Contractor, its agents, employees, or officers in the provision of services or performance of duties by Contractor pursuant to this Comprehensive Agreement.

This Comprehensive Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising hereunder is subject to the laws of Florida, with exclusive venue in Monroe County, Florida. The prevailing party shall be entitled to reasonable attorneys' fees and costs incurred as a result of any action or proceeding under this Comprehensive Agreement.

13. E-VERIFY

Pursuant to Florida Statute § 448.095, Contractor shall be required to register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. The City's E-Verify affidavit is included and attached hereto in "*Attachment B*". If Contractor enters into any contract with a subcontractor, Contractor shall be required to obtain an affidavit from the subcontractor confirming that the subcontractor does not employ, contract with, or subcontract with any person who is not authorized under federal law to be employed in the United States. Contractor shall be required to maintain a copy of said affidavit for the duration of the Contract Term and shall produce said affidavit to the City upon request. Notwithstanding any other provision herein, City reserves the right to immediately terminate this Contract upon notice to Contractor that the City has developed a good faith belief that Contractor has knowingly violated this section.

14. REPRESENTATIONS, WARRANTIES & DEBARMENT

14.1 Affidavits pertaining to the matters set forth below are attached hereto labeled as "*Attachment C*". Contractor represents and warrants to the City upon execution and throughout the term of this Comprehensive Agreement that:

- 14.1.1 Contractor is not bound by any Contract or arrangement which would preclude it from entering into, or from fully performing the services required under the Comprehensive Agreement;
- 14.1.2 None of the Contractor's agents, employees or officers has ever had his or her professional license or certification in the State of Florida, or of any other jurisdiction, denied, suspended, revoked, terminated and/or voluntarily relinquished under threat of disciplinary action, or restricted in any way;
- 14.1.3 Contractor has not been convicted of a public entity crime as provided in F.S. §287.133, to wit: 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, proposal, or rely on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity,

may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list;

14.1.4 Contractor and Contractor's agents, employees and officers have, and shall maintain throughout the term of this Comprehensive Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the functions, assigned to him or her in connection with the provisions of the Comprehensive Agreement.

14.1.5 Contractor certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

14.1.5.1 Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 29 CFR Part 93, Section 98.510, by any federal department or agency; (ii) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

14.1.5.2 Has not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

15 ETHICS CLAUSE

Contractor warrants that it has not employed, retained or otherwise had act on its behalf any former City staff or employee. For breach or violation of this provision the City may, in its discretion, terminate this Comprehensive Agreement without liability and may also, in its discretion, deduct from the Comprehensive Agreement or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift or consideration paid to the former City staffer or employee.

16 CONFLICT OF INTEREST

The following provisions shall apply for conflict of interest. Any violation of these provisions by a City employee may be grounds for dismissal. No contract for goods or services may be made

with any business organization in which the Director or a City member has any material financial interest unless it is a single source or clear documentation exists to show that, no other supplier can provide the identical/comparable goods/service, at a lower cost to the City. No City member, officer or employee may directly or indirectly purchase or recommend the purchase of goods or services from any business organization which they or their near relative have a material interest as defined by §112.313, Florida Statutes. No City member, employee or official may receive gifts or any preferential treatment from vendors. Such members, officers, officials, or employees shall not be prohibited from participating in any activity or purchasing program that is offered to all City employees or in City surplus sales, provided there is no preferential treatment.

17 SEVERABILITY

The parties recognize and agree that should any clause(s) herein be held invalid by a Court of competent jurisdiction, the remaining clauses shall not be affected and shall remain of full force and effect.

18 COUNTERPARTS

This Comprehensive Agreement may be executed in one or more counterparts, all of which together shall constitute only one Comprehensive Agreement.

19 WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure to perform. Any waiver of insurance requirements as provided by this Comprehensive Agreement and/or the policies of the City does not relieve the Contractor of the indemnification provisions contained within this Comprehensive Agreement.

20 CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Comprehensive Agreement.

21 ENTIRE CONTRACT

The parties hereto agree that this is the final Comprehensive Agreement between the parties and supersedes any and all prior contracts and/or assurances, be it oral or in writing.

22 NOTICES

All notices required by this Comprehensive Agreement, unless otherwise provided herein, by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

<p><u>City of Key Colony Beach, Florida:</u> City Clerk City of Key Colony Beach P.O. Box 510141 Key Colony Beach, FL 33051</p> <p><u>With a copy to:</u> City of Key Colony Beach, Florida Counsel Vernis & Bowling of the Florida Keys, P.A. 81990 Overseas Hwy, 3rd Floor Islamorada, FL 33036</p>	<p><u>The Contractor:</u> Daryl Rice, President/Owner D. Rice Management, Inc. 2375 Overseas Highway 305-</p>
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23 NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

24 NO THIRD-PARTY BENEFICIARIES

The Parties expressly acknowledge that it is not their intent to create or confer any rights to or obligations upon any third person or entity under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Comprehensive Agreement on this _____ day of _____, 2025.

FOR CITY OF KEY COLONY BEACH, FLORIDA:

SIGNATURE OF MAYOR

DATE

FOR CONTRACTOR:

SIGNATURE OF CONTRACTOR/REPRESENTATIVE DATE

PRINT NAME

TITLE

“ATTACHMENT A”

GOLF COURSE LEASE

[to be inserted upon completion]

CITY OF KEY COLONY BEACH

GOLF COURSE LEASE AGREEMENT

THIS INDENTURE, made and entered into on the date last written below, by and between the **CITY OF KEY COLONY BEACH, FLORIDA** ("Lessor" or "City") and **D. RICE MANAGEMENT, INC.** ("Lessee") ("Lease Agreement").

WITNESSETH:

1. LEASED PREMISES

Lessor, in consideration of the rents hereinafter reserved and of the covenants and agreements herein expressed on the Lessee, to be kept, performed and fulfilled, has demised and leased and by these presents does demise and lease unto the Lessee all of the following described property situate, lying and being in the City of Key Colony Beach, County of Monroe and State of Florida, to-wit:

The Key Colony Beach Golf Course situated in the City of Key Colony Beach, Florida, and having approximately fourteen (14) acres together with all the improvements thereon, including the Pro Shop Building, one-half of the City of Key Colony Beach Service Building (located at 460 8th Street, Key Colony Beach), and including inventory of tools and maintenance equipment as attached hereto and identified as Exhibit A ("Leased Premises").

2. TERM

- 2.1 This Lease Agreement shall commence on _____, 20____ ("Commencement Date") and, unless sooner terminated or extended as provided herein, terminate on _____, 20____ ("Termination Date"). **[NOTE: The Proposal is for 2 years with 1 year renewal. An alternative of be 1 year/1year was suggested].**
- 2.2 If Lessee is not then in default or breach of the Lease Agreement, materially or otherwise, Lessee may elect to extend the Termination Date of this Comprehensive Agreement and the Lease Agreement for one (1) additional calendar year by giving written notice to the Lessor not less than ninety (90) days prior to the original Termination Date. **[NOTE: Only Contractor has right to terminate on 90 days' notice. Alternative may be for both or neither party to have this right to terminate.]**

3. RENT

Lessee, in consideration of the leasing of the Leased Premises, does hereby covenant and agree to and with Lessor to pay rent as follows:

- 3.1 During the first calendar year of this Lease Agreement, Lessee shall pay Lessor the sum of \$39,500.00 per year, plus sales tax for the year, payable in equal monthly payments in advance. Rent is to be paid on the first (1st) day of each month as rent for that month, with any partial month to be pro-rated. If rent is not paid by the 10th day after the due date, Lessee shall pay Lessor a five percent (5.0%) late charge. The late charge, together with applicable sales tax, shall be remitted with the late payment.
- 3.2 On each anniversary date of this Lease, the annual rent amount shall be increased by the most recent data for a CPI Base Index of CPI-U, All Urban Consumers, U.S. City Average, 1982/84=100, or its successor index (currently found at: data.bls.gov/cgi-bin/surveymost?cu)
- 3.3 [NOTE: It has been suggested that the Commission may desire to seek full/partial reimbursement for costs, fees, expenses, staff time, etc. for the P3 as additional compensation/reimbursement?]

4. PERFORMANCE GUARANTEE OF LESSEE

The terms and conditions of Section 5 of the Comprehensive Agreement (“Performance Guarantees and Safeguards; Unearned Members/Users Fees”) is incorporated herein by reference. Any act or omission constituting a breach of this Lease Agreement or the Comprehensive Agreement, material or otherwise, shall authorize the Lessor to utilize the Bond as defined and set forth in the Comprehensive Agreement.

5. GOLF COURSE CONDITIONS AND MAINTENANCE

- 5.1 Lessee shall maintain the Golf Course in the same or better condition as at the start of this Lease Agreement, at the expense of Lessee, except as otherwise provided in this Lease Agreement.
- 5.2 The Golf Course shall be maintained in good and playable condition on a year-round basis, save for force majeure.
- 5.3 In the event any part of the Leased Premises are materially damaged, other than by the actions or omissions of the Lessee and its shareholders, directors, agents, staff, contractors, guests, invitees, or employees, then any repairs to the Leased Premises shall be at the expense of Lessor, and rent shall be suspended until the Golf Course is usable for its intended purpose.
- 5.4 Lessee shall, at a minimum, timely perform and complete the following duties and obligations under this Lease Agreement, with the failure to do so constituting a material breach of this Lease Agreement:
 - 5.4.1 Cut greens as needed
 - 5.4.2 Cut fairways as needed
 - 5.4.3 Change hole locations at least weekly

- 5.4.4 General pick up and removal of coconuts, tree branches, palm tree fronds and other similar vegetation at least daily, all to be disposed of at a location designated by the City
- 5.4.5 Rake sand traps a minimum of twice weekly
- 5.4.6 Add sand to sand traps as needed
- 5.4.7 Repair all bare spots on the course by sodding and/or seeding
- 5.4.8 Check tees and sweep mats daily
- 5.4.9 Cut shoulders and fairways a minimum of once each week
- 5.4.10 Treat for weeds as needed
- 5.4.11 Treat for ants and other insects as needed
- 5.4.12 Clean Service Building as needed. Lessor shall provide all paper products for the same.
- 5.4.13 Empty and remove trash on entire Golf Course as needed, to be disposed of at a location designated by the City
- 5.4.14 Lessee shall be responsible for all arbor care, trimming of trees and shrubs, as well as preventive maintenance necessary to ensure the health of the same. Such activities shall be further undertaken to provide sunlight access for turf health and the overall aesthetics of the Golf Course. Should the Parties agree, the Lessor may provide such services to the Lessee at a then-agreed upon cost for the same
[NOTE: Rice has proposed that this item be provided by KCB. However, we received many comments requesting the Lessee be responsible]
- 5.4.15 Provide and replace mulch as needed
- 5.4.16 Test sprinkler system at least monthly

6. COURSE OPERATIONS

- 6.1 Hours of operation of the Golf Course shall be limited to natural light hours, and unless otherwise approved by Lessor, Lessee shall not place outdoor lights on the Golf Course.
- 6.2 Except as otherwise provided herein, the Golf Course shall be open seven (7) days a week. However, from the period of _____ to _____ ("Summer"), the Golf Course shall be closed on all Mondays.
- 6.3 The Golf Course may be closed only for the holidays of Thanksgiving Day and Christmas Day. On those holidays, the Golf Course shall remain available to members for play and an honor box will be placed for other players.
- 6.4 The Golf Course Starter, at a minimum, shall perform the following duties **daily**, with the failure to do so constituting a material breach of this Lease Agreement:
 - 6.4.1 Open and operate the Golf Course by 7:30 a.m. until 5:00 p.m.
 - 6.4.2 Make sure clubs and carts are in good working order
 - 6.4.3 All restroom garbage to be emptied prior to opening
 - 6.4.4 Restroom cleaned and sanitized prior to opening
 - 6.4.5 Outside walkways to be maintained free from debris and other obstructions
 - 6.4.6 Ashtrays to be cleaned out prior to opening
 - 6.4.7 Always be present at the Golf Course during hours of operation

- 6.4.8 Sweep and clean inside of Pro Shop
- 6.4.9 Provide and maintain cold, drinkable water for all users at reasonable intervals and locations. Coolers and paper cups shall be acceptable.
- 6.4.10 Always dress appropriately

6.5 All promotional and invitational events at the Golf Course which interfere with member and/or public use shall be first be presented for consent by the Lessor not less than thirty (30) days in advance of such a proposed event, which consent shall not be unreasonably withheld.

7. SETTING OF MEMBER AND PUBLIC USER FEES. RETURN OF UNEARNED FEES AT TERMINATION

- 7.1 The Parties expressly agree that, unless otherwise modified as set forth herein, Lessee shall charge the following Annual Membership and Daily User Fees:
 - 7.1.1 Lessee shall charge an Annual Membership Fee of \$ _____ for the first person and \$ _____ for each additional person from the same household, regardless of residency.
 - 7.1.2 For residents of Monroe County, Lessee shall charge a Daily User Fee of \$ _____ for a 9-hole round of golf, and \$ _____ for each additional 9-hole rounds of golf in the same day.
 - 7.1.3 For non-residents of Monroe County, Lessee shall charge a Daily User Fee of \$ _____ for a 9-hole round of golf, and \$ _____ for each additional 9-hole rounds of golf in the same day. **[NOTE: It has been suggested that there should be a different daily fee schedule for non-local players]**
- 7.2 Lessee may not change the Annual Membership Fees or Daily User Fees without first obtaining the consent of the Lessor, which consent shall not be unreasonably withheld. To request a change in fees, the Lessee shall provide a written request with supporting documentation for the proposed fees changes to the Lessor at least thirty (30) days in advance of the effective date of any proposed fees changes.
- 7.3 Upon termination of this Lease Agreement, Lessee shall return all paid yet unearned Annual Membership Fees, as set forth in the Comprehensive Agreement.

8. EQUIPMENT; CONSUMABLE SUPPLIES

- 8.1 Lessee shall maintain all equipment and personal property, as set forth in Exhibit "A," in the same condition as when taking possession. Upon termination of this Lease Agreement, such equipment shall be surrendered to Lessor in the same condition as first tendered, reasonable wear and tear excepted.
- 8.2 In the event that replacement or reconditioning, (disassembly, replacement of parts, cleaning, rust removal and painting, so that the equipment is as near mechanically equal to a new piece of equipment as possible) is necessary, Lessee shall obtain estimates for parts necessary for replacement or reconditioning, and parts expense shall be paid by Lessor. All expenses of labor shall be paid by Lessee.

- 8.3 Equipment such as hand tools, weed eaters, chainsaws, pole saws, and small rotary mowers shall be purchased by Lessee and shall remain the property and responsibility of Lessee.
- 8.4 Only personal property of Lessee related to the purposes of this Lease Agreement are permitted on the Leased Premises.
- 8.5 All of Lessee's personal property placed in or on the Leased Premises shall be at the risk of the Lessee. Lessor shall not be liable for any damage to said personal property or to the Lessee arising from any cause.
- 8.6 Lessee shall be responsible for the purchase of all consumables required to perform under this Lease Agreement, including but not limited to trash bags, cleaning supplies, herbicides, insecticides, oil, gas and diesel fuels, water/ice coolers, and paper products.

[NOTE: Comments received:

* It might as well be the Lessor; we are going to do the repairs.

* City can agree to providing equipment necessary

* Lessee if using public works equipment should be responsible for the cost of the part and the labor to repair. This is no different than if you borrow your neighbors lawn mower and run over a big rock and ruin the blades.

* Routine cleaning and minor repairs to the equipment will be performed by the Lessee. Major repairs will be the responsibility of the Lessor.]

9. INFRASTRUCTURE

- 9.1 The pumping station, irrigation system main line, and valve replacements/repairs shall be maintained by **Lessor**. The Lessee shall be responsible for maintaining sprinkler heads, timers and monitoring irrigation. Any parts needed for irrigation shall be paid for by Lessor.
- 9.2
- 9.3 Repairs that are the responsibility of the Lessee shall be at Lessee's expense other than capital improvements to the water system while will be submitted to Lessor for approval.
- 9.4 Lessee hereby consents to modifications or upgrades to the system to be performed by Lessor mandated by any governmental authority.

[NOTE: Comment received: - The Lessee at one time maintained the irrigation system main line, valve replacements and repairs. Lessor always maintained the pumping station. Lessee should be responsible for maintaining and replacing and/or purchasing (?) sprinkler heads, timers and monitoring irrigation. At one time it was 50/50 for Lessee and Lessor on repairs.]

10. CLUB HOUSE; SERVICE BUILDING; OTHER FACILITIES

10.1 Lessee shall maintain the Club House and Service Building in a neat and proper condition, excluding the restrooms, and shall provide for all utilities required at the same. [NOTE: Additional comments received: In prior contract Lessee maintained clubhouse restroom, currently city does with contract approximately \$3,181.72 per year]

10.2 Lessor shall reimburse Lessee for fifty percent (50%) of electricity used at the Service Building.

10.3 Lessee shall not be responsible for the tennis/pickle ball courts or park area.

[NOTE: Additional comments received:

* We want to fix up the golf pro shop building, so I'd like to see Daryl have limited use of it so we can work around him.

*Lessee may use the KCB Service Building for storage of property needed for operation or maintenance of the Golf Course.]

11. UTILITIES

11.1 Except as otherwise provided herein, Lessee shall pay all utility charges at the Leased Premises, including but not limited to, charges for water, sewer, and electricity.

11.2 The cost for FKAA water used for irrigation of the Golf Course is at *Lessor's* expense. Lessor shall also provide, if equipment is operating properly, reverse osmosis water for irrigation at no cost to the Lessee.

12. SIGNAGE

It is hereby understood and agreed that any signs or advertising to be used at the Leased Premises, including awnings, shall be first submitted to Lessor for prior consent, which consent may be withheld for any reason.

13. SALES OTHER THAN GOLF RELATED SUPPLIES AND EQUIPMENT OR VENDED SNACKS

The sale by Lessee of anything other than golf-related supplies and equipment, or vended snacks, shall not be permitted without the prior written consent of Lessor, which consent may be withheld for any reason. Lessee shall be permitted to place no more than two (2) vending machines at the Leased Premises. [NOTE: It has been suggested that KCB may want to own/operate the vending machines]

14. INSURANCE

Lessee shall provide and maintain insurance as set forth in the Comprehensive Agreement. Any breach of this obligation shall be deemed a material breach of this Lease Agreement and the Comprehensive Agreement.

15. EVENTS OF DEFAULT

In addition to anything otherwise contained herein, the following shall constitute a material breach and in such an event the Lessor may declare an immediate event of default under Section 17.3 below:

- 15.1 If Lessee shall abandon or vacate (defined herein as failure to operate the Golf Course for three (3) consecutive business days) the Leased Premises, Lessor may, at its option, cancel this Lease Agreement or may enter the Leased Premises as the agent of Lessee without being liable in any way therefore, and re-let the Leased Premises with or without any furniture that may be therein, at such price and upon such terms and for such duration of time as Lessor may determine, and receive the rent, applying the same to the payment of the rent due by this Lease Agreement, and if the full rental herein provided shall not be realized by Lessor over and above the expenses to Lessor in such re-letting, then said Lessee shall pay any deficiency.
- 15.2 If Lessee shall become insolvent or if bankruptcy proceedings shall be begun by or against Lessee, then to the extent allowed by law Lessor is hereby irrevocably authorized, at its option, to immediately terminate this Lease Agreement. Lessor may elect to accept rent from such receiver, trustee, or other judicial officer during the term of occupancy in their fiduciary capacity without affecting Lessor's rights as contained in this Lease Agreement. No receiver, trustee or other judicial officer shall have any right, title, or interest in or to the Leased Premises, equipment or personal property by virtue of this Lease Agreement.
- 15.3 Failure to maintain all required insurance under this Lease Agreement and the Comprehensive Agreement.
- 15.4 Prompt payment of rent for said Leased Premises upon the dates named and the faithful observance of all covenants of this Lease Agreement are the conditions upon which this lease is made and accepted. Any failure on the part of Lessee to comply with the terms of this Lease Agreement, the Comprehensive Agreement, or any of their respective covenants shall, at the option of Lessor, constitute a material default of the Lease Agreement and all the rights of Lessee hereunder.
- 15.5 Should said charges for rent, electricity or water herein provided for at any time remain due and unpaid for ten (10) days after the same shall have become due, Lessor may, at its option, consider said Lessee a tenant at sufferance and immediately reenter upon said premises and the entire rent for the rental period then next ensuing shall at once be due and payable and may forthwith be collected by distress or otherwise.

16. APPOINTMENT OF LESSOR'S AGENT

Lessor shall designate and appoint an agent to represent it in relation to this Lease Agreement. The agent's duties will include but will not be limited to verifying the status of operations, maintenance and all other matters concerning the Golf Course and Leased Premises at maximum 90-day intervals, and provide notice of any deficiencies to the Lessee for immediate correction (within 36

hours of notice). If not timely corrected, the Lessor may correct the issue and charge Lessee for such correction.

17. TERMINATION

17.1 WITHOUT CAUSE

17.1.1 This Lease Agreement may not be terminated by the Lessor without cause.

[NOTE: Only Contractor has right to terminate on 90 days' notice. Alternative may be for both or neither party to have this right to terminate.]

17.1.2 Lessee may terminate this Lease Agreement without cause upon ninety (90) days advance written notice to the Lessor, if given prior to October 1 of any lease year. In such event, the Lessee will be required to fully perform under this Lease Agreement and the Comprehensive Agreement until such time as the Lessor enters a contract for the management, operation and maintenance of the Golf Course with a third party. Lessor shall be entitled to and retain all revenue from operations of the Golf Course and ancillary services at the Golf Course during such period.

17.2 TERMINATION FOR BREACH

17.2.1 Except as provided in Section 17.3, either Party may terminate this Lease Agreement upon breach by the other Party of any material provision of this Lease Agreement, provided such breach continues for ten (10) days after receipt by the breaching Party of written notice of such breach from the non-breaching Party.

17.3 IMMEDIATE TERMINATION BY THE LESSOR

17.3.1 The Lessor may terminate this Lease Agreement immediately upon written notice to Lessee (such termination to be effective upon Lessee's receipt of such notice) upon occurrence of any of the following events:

17.3.1.1 Conduct by Lessee or any Company/Individual staff which affects the quality of services provided to the Lessor or the performance of duties required hereunder and which would, in the Lessor's sole judgment, be prejudicial to the best interests and welfare of the Lessor.

17.3.1.2 Failure by Lessee to maintain any insurance required by the terms of this Comprehensive Agreement.

17.3.1.3 An Event of Default as provided in Section 15.

17.3.1.4 Material breach of the Comprehensive Agreement.

17.3.1.5 Corporate or administrative dissolution or suspension.

17.3.1.6 As may be otherwise set forth in this Lease Agreement.

18. LEASE RECORDATION

This Lease Agreement shall not be recorded in the public records of Monroe County, Florida.

19. COMPLIANCE WITH LAWS AND POLICIES

- 19.1 Lessee agrees and acknowledges that the provisions of Article 7 of the Comprehensive Agreement (Compliance with Laws and Policies), including Public Records Laws, are incorporated herein by reference.
- 19.2 Lessee shall comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state and city government.

20. TAX OBLIGATIONS

All tax obligations in connection with this Lease Agreement, and Lessee's activities and performance hereunder, including sales tax but excluding real property taxes on the Leased Premises, shall be the sole expense of Lessee. Failure to timely pay any tax when due shall constitute a material default of this Lease Agreement.

21. INDEMNIFICATION, GOVERNING LAW & VENUE

- 21.1 Lessee shall indemnify and hold Lessor harmless from and against any and all claims, liabilities, damages, and expenses, including, without limitation, reasonable attorneys' fees, incurred by the Lessor in defending or compromising actions brought against it arising out of or related to the acts or omissions of Lessee, its agents, employees, or officers in the provision of services or performance of duties by Lessee pursuant to this Lease Agreement.
- 21.2 This Lease Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising hereunder is subject to the laws of Florida, with exclusive venue in Monroe County, Florida. The prevailing party shall be entitled to reasonable attorneys' fees and costs incurred as a result of any action or proceeding under this Lease Agreement.

22. ASSIGNMENT; SUBLetting

- 22.1 Neither Lessee nor the Lessor may assign or transfer any interest in this Lease Agreement without the prior written consent of both parties. Should an assignment occur upon mutual written consent, this Lease Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
- 22.2 Lessee shall not sublet lease the Leased Premises, or any part thereof, nor permit the same or any part thereof, to be used for any reason. All additions, except movable furniture, shall become the property of Lessor and shall remain upon the Leased Premises as a part thereof and be surrendered with the Leased Premises at the termination of this Lease Agreement.

23. AMENDMENT

This Lease Agreement may be amended only with the mutual written consent of the Parties.

24. SEVERABILITY

The Parties recognize and agree that should any clause(s) herein be held invalid by a Court of competent jurisdiction, the remaining clauses shall not be affected and shall remain of full force and effect.

25. COUNTERPARTS

This Lease Agreement may be executed in one or more counterparts, all of which together shall constitute only one Lease Agreement.

26. WAIVER

A waiver by either Party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure to perform. Any waiver of insurance requirements as provided by this Lease Agreement and/or the Comprehensive Agreement does not relieve the Lessee of the indemnification provisions contained within this Lease Agreement and/or the Comprehensive Agreement.

27. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Lease Agreement.

28. ENTIRE CONTRACT

The Parties hereto agree that, along with the Comprehensive Agreement, this is the final Lease Agreement between the parties as to the Leased Premises and supersedes any and all prior contracts and/or assurances, be it oral or in writing as to the lease of the Leased Premises.

29. NOTICES

All notices required by this Lease Agreement, unless otherwise provided herein, by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

<u>City of Key Colony Beach, Florida:</u> City Clerk City of Key Colony Beach P.O. Box 510141 Key Colony Beach, FL 33051	<u>The Lessee:</u> Daryl Rice, President/Owner D. Rice Management, Inc. 2375 Overseas Highway
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<u>With a copy to:</u> City of Key Colony Beach, Florida Counsel Vernis & Bowling of the Florida Keys, P.A. 81990 Overseas Hwy, 3 rd Floor Islamorada, FL 33036	305-
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30. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

31. NO THIRD-PARTY BENEFICIARIES

The Parties expressly acknowledge that it is not their intent to create or confer any rights to or obligations upon any third person or entity under this Agreement.

32. INDEPENDENT CONTRACTOR STATUS

Lessee is, for all purposes arising under this Lease Agreement, an independent contractor. Lessee and its shareholders, directors, officers, agents, contractors, or employees shall not, under any circumstances, hold themselves out to anyone as being officers, agents, contractors, or employees of the Lessor.

33. INCORPORATION OF REPRESENTATIONS, WARRANTIES, CERTIFICATIONS AND AFFIDAVITS

The provisions of Sections 13 through 16 of the Comprehensive Agreement are fully incorporated and restated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Lease Agreement on this _____ day of _____, 202__.

EXHIBIT "A" – kmh can insert all cover pages in pdf

ATTACHMENT A

ATTACHMENT B

THE CITY OF KEY COLONY BEACH, FLORIDA

E-VERIFY AFFIDAVIT

Beginning January 1, 2021, Florida law requires all contractors doing business with the City of Key Colony Beach, Florida to register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. The City requires all vendors who are awarded contracts with the City to verify employee eligibility using the E-Verify System. As before, vendors are also required to maintain all I-9 Forms of their employees for the duration of the contract term. To enroll in the E-Verify System, vendors should visit the E-Verify Website located at www.e-verify.gov.

In accordance with Florida Statute § 448.095, IT IS THE RESPONSIBILITY OF THE AWARDED VENDOR TO ENSURE COMPLIANCE WITH ALL APPLICABLE E-VERIFY REQUIREMENTS.

By affixing your signature below, you hereby acknowledge that Florida Law requires you to register with and use the E-Verify System to verify the work authorization status of all newly hired employees. Furthermore, by signing this affidavit you affirm, under penalty of perjury, that you have complied with all applicable E-Verify requirements as of the effective date below.

Date _____ (Signature of Authorized Representative)

STATE OF _____, COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

having produced _____ as
identification, and after first being sworn by me, affixed his/her signature in the space provided above on
this

20 _____. day of _____

Signature, NOTARY PUBLIC

My commission expires:

STAMP/SEAL

ATTACHMENT C

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Email Address: _____

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restraine, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____

AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF {insert entity name}, being of lawful age and being duly sworn I, {insert affiant name}, as {insert position or title} (ex: CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this _____ day of _____, 20_____.

Signature of Affiant

STATE OF _____) COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____, by who personally appeared before me at the time of notarization, and who is personally known to me or who has produced as identification.

Notary Public

My commission expires:

DEBARMENT CERTIFICATION

“The bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

- (a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 2 CFR Chapter 180, by any federal department or agency;
- (b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local Governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency.

Dated this _____ day of _____, 20____.

By _____
Authorized Signature/Contractor

Typed Name/Title

Contractor's Firm Name

Street Address

City/State/Zip Code

Area Code/Telephone Number

DRUG FREE WORKPLACE FORM

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

(Name of Business)

1. Publish 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. Inform 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. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection CO, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, 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. Impose 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. Make 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.

Date: _____

Applicant's Signature

BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT

I, _____, of the City/Township/Parrish of _____, State of _____, and according to law on my oath, and under penalty of perjury, depose and say that;

1) I am the authorized representative of the company or entity making a proposal for a project described as follows: (Name of company/vendor): _____ and (Nature of services presently being offered to The City of Key Colony Beach, Florida): _____

2) I have _____ have not _____, at any time, excluding the instant proposal, had a business or personal relationship with any member of The City of Key Colony Beach Board of Commissioners, and/or with any employee of The City of Key Colony Beach, Florida.

- The details of my or my company's present and/or former relationship, excluding the instant proposal, are: *{include particular Board member or employee's name(s), position held by such member or employee and relevant date(s); use reverse for space if needed}*

3) The statements contained in this affidavit are true and correct, and made with full knowledge that The City of Key Colony Beach, Florida relies upon the truth of the statements contained in this affidavit in awarding contracts for the subject project.

Dated: _____

(Signature of Authorized Representative)

Print: _____

STATE OF _____,
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, being personally known, _____ or having produced _____ as identification, and after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of 20 _____.

NOTARY PUBLIC

My commission expires

THE CITY OF KEY COLONY BEACH, FLORIDA

NON-COLLUSION AFFIDAVIT

I, _____ of the city/township/parrish _____

of _____, according to law on my oath, and under penalty of perjury, depose

and say that;

1) I am _____, the bidder making the Proposal for the project described as follows:

2) The prices in this bid 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 bidder or with any competitor;

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

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

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

(Signature of Bidder)

DATED:

STATE OF _____,

COUNTY OF

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, (name of individual signing) affixed his/her
signature in the space provided above on this

____ day of _____, 20_____.
(Handwritten date)

NOTARY PUBLIC

My commission expires:

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

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

1. This sworn statement is submitted to _____
(print name of the public entity)
by _____ for _____
(print individual's name and title) _____ (print 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:*)

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

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida
Statutes, means a finding of guilt of a conviction of 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 of
information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea guilty or
nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
(a). A predecessor or successor of a person convicted of a public entity crime; or
(b). 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 a 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 in Florida during the
preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1) ©, 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.

6. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with any convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting the sworn statement on the convicted vendor list. (Attached a copy of the final order)

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

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 2024.

(name of individual signing)

NOTARY PUBLIC

My commission expires:

D. RICE MANAGEMENT, INC.

12/17/25

COMMENTS ON DRAFTED COMPREHENSIVE AGREEMENT AND LEASE AGREEMENT

SECTION I.

COMPREHENSIVE AGREEMENT DRAFT

2. TERM

2.1 The golf membership season runs on a fiscal year from October 01 through September 30. The most recent lease extension expires on or around February 08, 2026. Daryl Rice suggests that D. Rice Management be given an initial lease term of eight (8) months from February 09, 2026, through October 08, 26 with a one-year option to renew from October 09, 2026 through October 08, 2027. This will help to avoid the necessity of returning significant membership fees in the middle of the fiscal year and will allow the City to commence a new lease at the start of the membership season after the one-year lease option expires.

2.2 Daryl Rice does not agree that the City should also be entitled to terminate the lease agreement upon 90 days' notice as it would render the one-year option meaningless.

3. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

3.8 D. RICE Management, INC. does not possess any "as-builts" or any "other maps, surveys, drawings, designs and similar documents as related to the Golf Course..." This paragraph is inapplicable.

5. PERFORMANCE GUARANTEES AND SAFEGUARDS; UNEARNED MEMBERS USERS FEES

5.1 There is no bond amount stated. D. RICE MANAGEMENT, INC. has provided a \$20,000.00 security/performance deposit to the City which is being held in the form of a CD by the City. Daryl Rice will inquire with an agent regarding the posting of a performance bond and will need to address this section later. Should a bond be posted, Daryl Rice will expect his \$20,000.00 security/performance deposit to be returned to him.

9. TERMINATION

9.1 WITHOUT CAUSE

9.1.1 Daryl Rice does not agree that the City should also be entitled to terminate the lease agreement upon 90 days' notice as it would render the one-year option meaningless.

9.3 IMMEDIATE TERMINATION BY THE CITY

9.3.1.1 This paragraph seems overly broad and vague in that it appears to allow the City to immediately terminate the lease "at will" for nearly anything without requiring any clear cause.

SECTION II.

LEASE AGREEMENT DRAFT

2. TERM

2.1 The golf membership season runs on a fiscal year from October 01 through September 30. The most recent lease extension expires on or around February 08, 2026. Daryl Rice suggests that D. Rice Management be given an initial lease term of eight (8) months from February 09, 2026, through October 08, 26 with a one-year option to renew from October 09, 2026, through October 08, 2027. This will help to avoid the necessity of returning significant membership fees in the middle of the fiscal year and will allow the City to commence a new lease at the start of the membership season after the one-year lease option expires.

2.2 Daryl Rice does not agree that the City should also be entitled to terminate the lease agreement upon 90 days' notice as it would render the one-year option meaningless.

3. RENT

3.1 If the City agrees to an initial 8-month lease based on the fiscal seasonal year as stated above, the total rent for the initial 8-months would need to be adjusted. (\$39,500.00 divided by 12 = \$3,292.00 x 8 = \$26,336.00)

3.3 D. RICE MANAGEMENT, INC., does not agree to pay for the City's attorney's fees and expenses in the effectuation of the P3 Agreement as the company has had to hire and pay for its own legal counsel to assist with the P3 process now required by the City.

5. GOLF COURSE CONDITIONS AND MAINTENANCE

5.4.14 D. RICE MANAGEMENT, INC. wants the City to be responsible for arbor care and heavy pruning of large trees as a park-related task. D. RICE MANAGEMENT is not equipped to do this type of tree maintenance without high risk. The company will agree to provide the care, pruning and maintenance of small trees and shrubs. Please note that the arbor care and heavy pruning of trees was recently performed by an outside contractor hired by the City and generally is done once per year.

5.4.15 D. RICE MANAGEMENT, INC., does not agree to provide the mulch but will agree to provide and pay for the labor necessary to lay it down.

6. COURSE OPERATIONS

6.2 D. RICE MANAGEMENT, INC. believes the summer months should consist of the period beginning **May 01 through September 30**.

6.4.1 D. RICE MANAGEMENT, INC. has been operating the golf course during the hours of 8:00 A.M. and 4:00 P.M for the past five years as experience has shown that said hours are best suited for actual arrival and departure of most patrons using the course. The hours of operation should continue from 8:00 P.M. to 4:00 P.M.

6.4.4 The City has contracted the major cleaning and sanitizing of the restrooms to be completed during night hours which should continue to minimize facility interruptions during playing hours. However, D. RICE MANAGEMENT, INC., has and will continue to maintain the restrooms in a clean condition during operation hours.

6.4.9 Water Coolers cannot be provided and maintained properly on the golf course without kitchen facilities to clean and sanitize water containers. Water is provided to the players at the clubhouse in lieu of having coolers scattered on the course.

7. SETTING OF MEMBER AND PUBLIC USER FEES, RETURN OF UNEARNED FEES AT TERMINATION

7.1.1 Lessee currently charges \$525.00 for an Annual Membership Fee for the first person and \$375.00 for each additional person from the same household, regardless of residency.

7.1.2 and 7.13 Daily user fees for residents of Monroe County and non-residents of Monroe County are currently the same, i.e. 15.00 for a 9-hole round of golf, and \$8.00 for each additional 9-hole round of golf. Based on experience, D. RICE MANAGEMENT, INC. began charging the same price for both categories of players because charging different rates caused an unwelcome feeling for many out-of-county players. The fees for each class should remain the same.

8. EQUIPMENT; CONSUMABLE SUPPLIES

8.1 The City still needs to provide new equipment that was approved some time ago. Currently, the only equipment/personal property is a 61" rotary mower.

8.2 D. RICE MANAGEMENT, INC. agrees with parts being expense being paid by the City and expenses of labor being paid by Lessee.

And routine cleaning and minor repairs to the equipment will be performed by the Lessee. Major repairs and parts will be the responsibility of the Lessor.

9. INFRASTRUCTURE

9.1. D. RICE MANAGEMENT INC agrees that the Lessor shall be responsible for maintaining the pumping station, irrigation system main line, and valve replacements/repairs and that the Lessee shall maintain sprinkler heads, timers and monitoring irrigation. Any parts needed for irrigation should be paid for by the Lessor.

D. RICE MANAGEMENT, INC., will not agree to maintain the pumping station, irrigation system main line, and/or valve replacements and repairs. The job has proved to consume

way too much time and effort and significantly hinders the manager's ability to deal with the patrons and properly maintain the entire course in other necessary ways.

10. CLUB HOUSE; SERVICE BUILDING; OTHER FACILITIES

10.1 D. RICE MANAGEMENT, INC., agrees that the Lessee shall maintain the Club House and Service Building in a neat and proper condition, EXCLUDING THE RESTROOMS.

The restrooms are used by other parties not related to golf course activities such as pickle ball players and members of the general public such as walkers, joggers, park visitors, etc.

10.2 D. RICE MANAGEMENT, INC., takes the position that the Lessor shall reimburse Lessee for fifty percent (50%) of all utilities to include electric, water and sewer. (Two of the restrooms are on the serve building water bill)

COMMENT ON NOTE REGARDING FIXING UP GOLF PRO SHOP BUILDING:

Daryl Rice cannot have limited use of the pro-shop building through the suggested alternative of the manager using the service station during construction. This was done in the past and it proved near impossible to run club business in this manner! It is not safe! Daryl will agree to work around any construction at the pro-shop.

11. UTILITIES

11.1 D. RICE MANAGEMENT, INC., takes the position that Lessor shall reimburse Lessee for fifty percent (50%) of all utilities to include electricity, water and sewer. (Two of the restrooms are on the serve building water bill)

13. SALES OTHER THAN GOLF COURSE RELATED SUPPLIES AND EQUIPMENT OR VENDED SNACKS

It is fine if the City wants to own/operate vending machines on the property provided that the City will be responsible for maintaining and servicing same.

17. TERMINATION

WITHOUT CAUSE

17.1.1 Daryl Rice does not agree that the City should also be entitled to terminate the lease agreement upon 90 days' notice as it would render the one-year option meaningless.

17.3 IMMEDIATE TERMINATION BY THE LESSOR

17.3.1.1 This paragraph seems overly broad and vague in that it appears to allow the City to immediately terminate the lease "at will" for nearly anything without requiring any clear cause. **NEED MORE CLARIFICATION ON THIS.**

Respectfully submitted,

D. RICE MANAGEMENT, INC.

By: /s/ Daryl Rice
Owner / President