

AGENDA

KEY COLONY BEACH CITY COMMISSION REGULAR MEETING & PUBLIC HEARING

Thursday, June 18th, 2026 – 3:35 PM or at the conclusion of the Public Hearing
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 and 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. Special Requests**
 - a. Chief DiGiovanni Service Recognition – **Pg. 1**
 - b. Promotion of Sergeant Jamie Buxton to Chief of Police
 - c. Letter of Commendation to Scott Stanfield, Manager of the Key Colony Beach Marina – **Pg. 2**
- 4. Citizen Comments and Correspondence**
- 5. Committee and Department Reports** *(written reports provided; Staff and Board Chairs available for questions)*
 - a. Marathon Fire/EMS – Acting Fire Chief Lt. Shana Rogers- **Pgs. 3-4**
 - b. Police/Code Enforcement – Chief of Police Jamie Buxton – **Pgs. 5-17**
 - c. City Administrator – John Bartus – **Pgs. 18-19**
 1. Property Tax Reform – **Pg. 20**
 - d. Public Works – Public Works Department Head Guarino – **Pgs. 21-22**
 - e. Building Department – Building Official Lorenzo – **Pgs. 23-24**
 - f. City Hall – City Clerk Roussin – **Pgs. 25-27**
 - g. Beautification Committee – Chair Bachman – **Pg. 28**
 - h. Planning & Zoning Board – Chair Lancaster
 - i. Recreation Committee – Chair Catto
 - j. Utility Board – Chair Swanson
- 6. Consent Action Items** *(Under the consent agenda, all action items will be voted on after one motion, and a second will be required to approve them without discussion. If a Commission member wants any action item discussed or voted on separately, the Commission member, at the beginning of the open session, must ask that the action be moved to the discussion action item section.)*
 - a. Approval of the following City Commission Meeting Minutes
 1. 05-21-2026 City Commission Public Hearing Minutes – **Pgs. 29-31**
 - b. Approval of Warrant No. 0526 for \$1,142,362.19 – **Pg. 32**
 - c. Approval of an Interlocal Agreement between the Board of County Commissioners of Monroe County and the City of Key Colony Beach for State Boating Improvement Funds (BIF) for \$6,000.00 – **Pgs. 33-42**
 - d. Approval of the renewal of Lobbyist Services with Ron Book – **Pgs. 43-44**
 - e. Approval of Vacation and Sick Time Payout for Chief DiGiovanni – **Pg. 45**
- 7. Discussion Action Items**
 - a. **Discussion/Approval of a 40,000-Pound Cradle-Style Boat Lift for the property at 841 W. Ocean Drive per the Recommendation of the Planning & Zoning Board **Tabled at the May 21st, 2026, Hearing**
 1. Engineering Plans – **Pgs. 46-52**
 2. FDEP Qualification Letter – **Pg. 53**
 3. Owner Letter – **Pgs. 54-56**

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.

4. Neighbor Letter of Approval – Pg. 57
 5. Neighbor Letter of Opposition – Pgs. 58-64
 6. Recommendation by the Planning & Zoning Board – Pgs. 65-66
- b. **Discussion/Approval of the Ocean Drive Water Quality Improvement Project Grant Agreement for \$2,277,610.00 – Pgs. 67-98**
 - c. **Approval of the Award for RFQ 2026-01 for Professional Architecture and Engineering Services to CPH Consulting LLC, per the Review Committee's recommendation**
 1. RFQ 2026-01- Pgs. 99-134
 2. Non-Exclusive Continuing Service Agreement – Pgs. 135-166
 - d. **Contract with CPH Consulting LLC for Services for the Ocean Drive Water Quality Improvement Project, totaling \$276,860.00 – Pgs. 167-198**
 - e. **Continued Discussion/Approval of the Assessment of Fees for the approved Permit Extension for 200 13th Street **tabled at the 05-21-2026 Meeting**
 1. Permit Application – Pgs. 199-203
 - f. **Discussion/Approval of a 1-year Permit Extension Request for the Property located at 55 Coral Lane and Assessment of Fees**
 1. Request by the Property Owner – Pgs. 204-205
 2. Permit Application – Pgs. 206-212
 - g. **Discussion/Approval of a Recommendation by the Recreation Committee to submit a request for \$200,000.00 (for TDC Funding) to improve the restroom facility and augment the structure of the existing (Golf Course) building**
 - h. **Discussion/Approval to issue a Request for Proposals for Disaster Debris Removal Services**
 - i. **Discussion/Approval of the Contract Renewal for the City Administrator – Pgs. 213-223**
 - j. **Discussion/Approval for the FY2026-2027 Budget Calendar – Pg. 224**
 - k. **Discussion/Approval to issue a Request for Proposals for Storm Drain Cleaning Services**
 - l. **Discussion/Approval of a Management Agreement for the Municipal Pickleball Courts**
 1. 2026-2027 Agreement – Pgs. 225-229
 2. Original Agreement – Pgs. 230-234
 - m. **Discussion on the unsuccessful Solicitation of RFP 2026-03 for the Construction of a Basketball Half Court**
 - n. **Discussion/Approval on Moving upcoming City Commission and Board/Committee Meetings to The Inn**
- 8. Ordinances & Resolutions:**
- a. **SECOND and FINAL READING OF ORDINANCE 2026-512:** An Ordinance of the City of Key Colony Beach, Florida, amending Chapter Fifteen of the Code of Ordinances, entitled Stormwater Utility System, and providing for codification; repealing any inconsistent provisions, providing for severability; and providing an effective date.
 1. Ordinance 2026-512 – Pgs. 235-237
 2. Business Impact Statement – Pgs. 238-239
 3. Proof of Publication – Pg. 240

9. Secretary-Treasurer's Report

- a. May 2026 Financial Summary – Pgs. 241-244

10. City Attorney's Report

- a. Allocation of Early Evacuation Workforce Units to the City of Marathon

11. Commissioners' Reports & Comments

a. Commissioner Harding

1. Wastewater Sampling Weekly Report for June 15th, 2026 ****TBA****

b. Commissioner Diehl

1. Update on KCB Day Event

c. Commissioner DiFrancisco

1. Update on 680 11th Street

d. Vice-Mayor Colonell

1. City Hall Update

e. Mayor Foster

1. Police Union Contract
2. Property Taxes – Pgs. 245-249

12. Citizen Comments

13. Adjournment

*This meeting will be held at the City Hall Auditorium 'Marble Hall',
600 W. Ocean Drive, Key Colony Beach, Florida 33051,
and via Zoom*

Join from PC, Mac, iPad, or Android:

<https://us02web.zoom.us/j/86095255367?pwd=KhGZ46NxaTIGkVE25aRkIqGdFkmkh5.1>

Passcode: 182077

Phone one-tap:

*+13052241968,,86095255367#,,, *182077# US*

*+16469313860,,86095255367#,,, *182077# 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

+1 312 626 6799 US (Chicago)

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

Webinar ID: 860 9525 5367

Passcode: 182077

International numbers available: <https://us02web.zoom.us/j/86095255367?pwd=KhGZ46NxaTIGkVE25aRkIqGdFkmkh5.1>

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.



Recognition of Retirement and Years of Service Chief of Police Kris DiGiovanni

The City of Key Colony Beach proudly recognizes and honors Chief Kris DiGiovanni upon his retirement after 21 years of dedicated service to the City and its residents.

Chief DiGiovanni has served with the Key Colony Beach Police Department since July 2005 and was promoted to Chief of Police on July 1, 2011. He began his law enforcement career in September 2001 as an investigator with the Florida Department of Children and Families and served with the Monroe County Sheriff's Department.

Throughout his career, Chief DiGiovanni has exemplified professionalism, integrity, and an unwavering commitment to public safety. In addition to his administrative responsibilities, Chief DiGiovanni has remained a visible and active presence in the community, regularly patrolling the City streets in the mornings and afternoons.

For more than two decades, Chief DiGiovanni has faithfully served the City of Key Colony Beach with honor and distinction. His leadership, dedication, and service have left a lasting legacy within the Police Department and throughout the community he has so proudly served.

On behalf of the Mayor, City Commission, staff, and citizens of Key Colony Beach, we extend our sincere gratitude and appreciation for his 21 years of exemplary service. We congratulate Chief DiGiovanni on his retirement and wish him good health, happiness, and success in all his future endeavors.

Presented this 18th day of June 2026.

City of Key Colony Beach, Florida

Freddie Foster, Mayor

(City Seal)

Attested:

Silvia Roussin, City Clerk

City of Key Colony Beach

PO Box 510141 Key Colony Beach, Florida • Phone # 305-289-1212 • Fax# 305-289-1767



LETTER OF COMMENDATION – June 18th, 2026

The City of Key Colony Beach hereby recognizes and commends Scott Stanfield, Manager of the Key Colony Beach Marina, for his exemplary service, professionalism, and heroic actions during a water rescue incident on May 27, 2026.

According to the commendation submitted by Sergeant John Buckwalter of the Key Colony Beach Police Department, Mr. Stanfield responded immediately to an urgent request for assistance involving an elderly individual struggling in the waters behind 22 Sadowski Causeway.

Without hesitation, Mr. Stanfield mobilized a marina vessel and arrived on scene within minutes. Through his skillful operation of the vessel and calm response under pressure, law enforcement personnel were able to safely remove the victim from the water and bring him out of harm's way. His prompt and selfless actions directly contributed to the successful rescue and helped prevent a potential tragedy.

The City of Key Colony Beach extends its sincere appreciation to Mr. Stanfield for his outstanding dedication to public safety, willingness to assist others in an emergency, and continued service to the community. His actions reflect great credit upon himself, the Key Colony Beach Marina, and the City of Key Colony Beach.

On behalf of the Mayor, City Commission, and residents of Key Colony Beach, we proudly recognize Scott Stanfield for his exceptional service and commitment to the welfare of others.

Freddie Foster, Mayor



CITY OF MARATHON FIRE RESCUE

8900 Overseas Highway, Marathon, Florida 33050
Phone: (305) 743-5266 Fax: (305) 289-9834

Memorandum

Date: 6/1/2026
To: Honorable Mayor and City Council members
From: Shana Rogers, Acting Fire Chief
Through: Steve Williams, Interim City Manager
Subject: May Month End Report

MARATHON RESPONSES	May
Fire Incidents	5
Hazardous Condition	5
EMS	85
Inter-facility Transfers	52
False Alarm/No Emergency	18
Public Service	35
Rescue	3
Total for Month:	203
Total Calls for Calendar 2026:	1066

FIRE PREVENTION – AFM Card	May
Fire Inspections	9
Fire Safety Plan Review	39
Occupational or Annual License Inspections	0
Event Inspections	0
Annual State Inspections	0
DHR Follow-Up Inspections	0

KCB RESPONSES	May
Fire Incidents	0
Hazardous Condition	0
EMS	8
False Alarm/No Emergency	0
Public Service	2
Rescue	1
Total for Month:	11
Total Calls for Calendar 2026:	69

VACATION RENTALS – Inspector Good	May
Total Applications Processed	142
Vacation Rental Fire Inspections	95
Total VR Fees Collected	\$126,150.00
Agent/Local Contacts Trained	23
Total VR Licenses Issued	91

Operations May 2026

Fire and EMS Data Collection: NERIS (National Emergency Response Information System), recently onboarded in 1/2026 and required both federally and by the State continues to be successful. NERIS is designed to collect more detailed and accurate incident data and provide analytics useful for establishing and supporting the need for Government Assistance Grants.

EMS Training: State of Florida requirements for EMS (Paramedic/EMT) recertification - ACLS, (advanced cardiac life support), CPR certification, PALS (pediatric) and BTLIS (trauma.) We have an ongoing CPR program using our RQI that will soon incorporate ACLS into its automated platform. Additionally, we have successfully completed PALS for this renewal cycle. We are planning for PHTLS (Trauma Training) for 2027.

ROI Success: The CPR certification digital platform remains a success for both City Employees and KCB Police. We expect to continue while reaching out further to expand the success of those who can assist someone who needs life-saving practice even minutes before EMS arrival. The public CPR/AED Training program is underway with classes available throughout each month where there has been a strong attendance.

We have continued our planned rotation to the Fire Academy for mandatory fire ground training as per State requirements and examined during the ISO inspection. This is permitted to happen when staffing does not impact response service levels or response times.

Employees: Our 3 hires from 10/2025 continue to succeed as they work toward completing their probationary year. *To maintain and draw from an active list, we conducted new hire testing on 5/28/26.* After testing successfully 2 new Firefighters were selected for hire. Both new hires are locals and graduate members of the Cadet program. Remaining candidates will stay on the active list and be contacted if other positions become available. Our goal is to continue employing eager new Firefighters through active recruiting and the Cadet program which will draw from local prepared community members.

Fire Equipment: We recently added to all our emergency response vehicles a device called an Emergency Vehicle Disable Plug, a useful piece of equipment designed to restrict movement and maintain safe operations while attending to a motor vehicle accident involving electric vehicles. *We are extremely grateful for the generosity of Sheriff Rick Ramsay for donating this equipment and continue to partner successfully with MCSO on most of our emergency calls.*

Fire Operations: We are currently operating at minimum manning, which only requires two firefighters at Station 15. To adapt to this staffing restriction, we are creating an ALS Engine – a fire engine fully equipped with advanced lifesaving medications and tools without transport capabilities. Our first principle objective is to have 6 min or less ALS staff delivery and provide fire operations “water on fire or rescue operations” with a fire truck in 10 min or less to all parts of the City.

**Commission Meeting Report
Key Colony Beach Police Department
May 21, 2026, to June 10, 2026
Sgt. Jamie Buxton**

A. REPORTS

05/27/2026

**Report Number KCBP26OFF000021
21 Sadowski
Water emergency (rescue)
Result: closed
855**

B. MEDICAL/ALARM CALLS

Total Calls: 7

C. CALLS FOR SERVICE

Total Calls: 19

D. TOTAL WATCH ORDERS/NON-RESIDENTS

Total: 26

**E. PROVIDED BACK-UP/ASSISTANCE TO MCSO, FHP, FWC,
COAST GUARD OR U.S. BORDER PATROL**

Total: 10

F. CITATIONS/WARNINGS

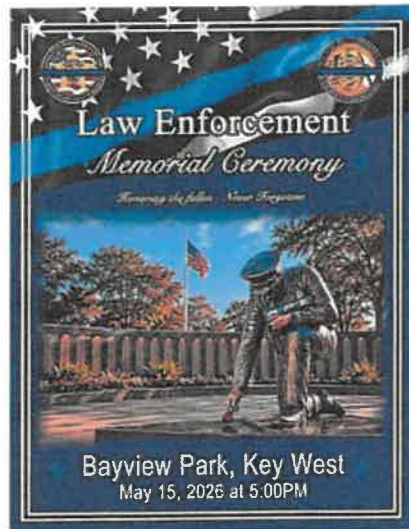
- 1. Traffic Citations: 5**
- 2. Traffic Warnings: 34**
- 3. Code Citations: 1**
- 4. Code Warnings: 0**

5. Resource Checks/Marine Life:

G. 'ADDITIONAL EVENTS IN THE POLICE DEPARTMENT

On May 16th Sgt. Buxton and Officer Bethard attended the Law Enforcement Memorial Ceremony along with Monroe County

Sheriff's Office and Key West Police Department. Officer Bethard was a part of the Honor Guard.



On May 13th Officer Bethard attended the LEL State Traffic Meeting to kick off the Click it or Ticket Campaign.



On May 27th Sgt. Buckwalter, Sgt. Buxton, FHP Trooper Fraioli, Marathon Fire Rescue and Citizen Scott Stanfield assisted in a

subject who had fallen into the water and could not get out. It is thanks to all these individuals whom without them, this could have been a very different outcome.



On May 28th Sgt. Buxton and Sgt. Buckwalter dropped off donations to the Marathon SPCA. These items were donated by a local business.



It's almost time!!!! The Kids Fishing Derby is set for June 17th. If you haven't seen the video that was made, please check out our Facebook page. The mayor worked diligently with the creator to

get this video created and to help spread the word for this amazing event. Thanks to all who have helped!!!

*The Key Colony Beach Police Department
presents the 19th Annual*

The Ron Sutton

FREE  **FREE**

**memorial
Kids Fishing Derby**

Sponsored by the City of Key Colony Beach and
the Key Colony Beach Fishing & Boating Club

June 17, 2026 / 8 am to 3 pm

 **Marathon Lady**

Kids from ages 6 to 14
are invited for a 1/2 day
fishing trip off the shores
of Key Colony Beach on the
MARATHON LADY fishing boat.

Spots limited to the first 50 kids.
You must register ahead of time
by June 8, 2026

Look for registration forms at
City Hall, 600 West Ocean Drive,
Key Colony Beach.

Lunch to be provided at the Key
Colony Inn around 2pm,
followed by prizes
for the biggest catch.

For more information
please contact:
Chief Kris DiGiovanni, KCBPD
at 305-289-1212, ext. 1



Thank you to all who donated to help 2 of our local Law Enforcement officers. We were able to raise \$700 to help.



Our community comes together in times of need. ♥

HOUSE FIRE RELIEF FUND

Help support Mike Pettee and Tiffany Rodda as they rebuild after a devastating house fire.



TAX DEDUCTIBLE DONATIONS
can be deposited at any
Keys Federal Credit Union location.

**DONOR NEEDS
MEMBER NUMBER:
26046 S1.1**

All proceeds go directly to
Mike Pettee and Tiffany Rodda
and are fully tax deductible.

♥ COMMUNITY | ♥ COMPASSION | ♥ HOPE

Thank you
FOR YOUR KINDNESS AND GENEROSITY
Together, we can make a difference. ♥

SAFETY MEETING AGENDA

Key Colony Beach Police Department

MEETING DETAILS

Date: 06/03/2026

Time: Email

Location: Email

Meeting Lead: Sgt. Buxton

ATTENDANCE

Attendees: Sent via email. Sgt. Buckwalter, Ofc. Niemiec, Ofc. Burden, Ofc. Schlegel, Ofc. Bethard

ITEMS & DISCUSSION

1ST ITEM: OPENING & ROLL CALL

_1_min

DISCUSSION: All officers must wear a life jacket while they are on the patrol boat.

2ND ITEM: ADDRESS SAFETY TOPIC(S)

_10_min

DISCUSSION: - "Wearing a life jacket or personal flotation device is one of the most important decisions you can make when boating. By keeping you afloat, a life jacket can greatly increase your chance of surviving an unexpected fall overboard." (FWC)

The gear on your belt will weigh you down in the water. Your vest will assist in keeping you afloat.

"Safety lanyards, which clip to a cut-off switch (also sometimes called a "kill" switch or an ECOS, for "engine cut off switch,") and attach it to the boat driver's clothing or PFD, are designed to yank the clip free and automatically shut off the boat's engine if the driver is ejected from the helm." (boats.com)

3RD ITEM: ROUND ROBIN FOR QUESTIONS/CONCERNS

_1_min

DISCUSSION: The police department currently has 2 new life jackets. The officers should be assigned individual jackets as part of their issued uniforms. Also, all officers would benefit from participating in the "Small Boat Handling for Law Enforcement Course" when offered by the Monroe County Sheriff's Office.

4TH ITEM: RESOLUTIONS:

_2_min

DISCUSSION: - Purchase proper fitting life jackets for all police officers if they need to use the patrol vessel or get onboard on the FWC/US Coast Guard vessel to assist with a water emergency.

5TH ITEM: CONCLUSION

_2_min

DISCUSSION: Life jackets assist in saving your life.

Monthly Activity Report: Code Enforcement & Community Engagement

Reporting Period: May 14, 2026 – June 10, 2026

Prepared For: City Commission Meeting

Executive Summary

This month, operations focused heavily on residential code education, garbage/yard debris compliance, right-of-way clearance, and short-term rental investigations. Proactive community outreach was prioritized to educate renters, property managers, and construction crews on city ordinances. Additionally, crucial administrative updates were completed in *Citizenserve*, and interdepartmental support was provided to the Police Department for upcoming youth community events (Fishing Derby)

Core Operations & Code Enforcement

1. Solid Waste & Garbage Bin Compliance (Sec. 7-7)

- **Enforcement Actions:** Issued multiple citations under **Code Violation Sec. 7-7** across five separate residences (6/4), and an additional citation on 9th St. for yard bins out more than 24 hours early (6/8).
- **Proactive Warnings:** Dispatched dozens of warnings citywide for bins left out past the 24-hour post-collection limit or placed curbside prior to the 12:00 PM pre-collection threshold (5/14, 5/18, 5/20, 5/21, 5/25, 5/27, 6/1, 6/8).
- **Community Education:** Distributed physical educational literature regarding city waste schedules directly to residents and renters to resolve recurring overflow and timing issues (5/18, 5/21, 5/28).
- **Property Management Liaison:** Partnered with property managers at 201 3rd St. and 400 4th St. to immediately correct early bin placements (5/18).
- **Resident Special Assistance:** Fielded and coordinated special early collection requests for residents facing scheduling conflicts, travel, or medical limitations (5/18, 5/19, 5/26, 5/26).

2. Right-of-Way (ROW) & Trailer Violations

- **Ordinance Restrictions:** Enforced the "one-or-the-other" trailer rule (restricting properties to either a single boat trailer or a single utility trailer).

- **Resolutions & Removals:**

- Resolved trailer obstructions at 190 15th Cr. (5/18) and 371 9th St. (6/8) via property manager coordination.
- Issued warnings to contractors regarding commercial construction trailers parked in city right-of-ways (5/20, 5/21, 5/25, 5/26).
- Secured compliance at properties 361 and 371 following warnings issued for unpermitted RV utility hookups (water/electricity) and excess trailers (6/4, 6/8).
-

3. Lot Maintenance & Weed Abatement

- **1000 W. Ocean Dr.:** Contacted the owner regarding overgrown weeds on a construction lot. Following multiple complaints and a follow-up warning, the construction supervisor committed to trimming the lot (5/26, 5/28, 6/1).
- **150-160 3rd St.:** Dispatched an official written Notice/Letter for lot trimming due to a lack of a working phone number for the property owner (5/28, 6/4).
- **Vacant Lot Citation:** Issued an official citation to a vacant lot owner for a continuous lack of property maintenance following an ignored preliminary notice (6/10).

4. Holiday Construction Enforcement

- **Citation & Policy Update:** Issued a **\$250 citation** to a construction crew operating on a city holiday (5/25).
- **Proactive Strategy:** Intercepted multiple other crews (tiling, painting) to educate them on the holiday work ban (5/25, 5/28). Moving forward, proactive site visits will be conducted prior to holidays to ensure total contractor compliance.

Licensing & Special Investigations

1. Short-Term & Unlicensed Rental Properties

- **Hearing Attendance:** Attended the formal commission/magistrate hearing regarding an unlicensed vacation rental operating at 320 5th St. (5/14).
- **License Auditing:** Conducted cross-referenced investigations utilizing *Citizenserve* and City Hall databases to audit active rental licenses across the city (5/28, 6/10).

- **Unlicensed Investigation (11th St.):** Investigated a property with a current tenant but no rental license or application on file. Left voicemails and drafted a formal warning email with supervisory approval to direct the owner to City Hall for legal proceedings (5/26).
- **Anonymous Complaint:** Received an anonymous tip regarding a short-term rental operating under the 7-day minimum threshold. The case is currently being escalated to department supervisors to determine anonymous enforcement protocols (6/4).

2. Occupancy Limits (918 W. Ocean Dr.)

- Investigated a neighbor complaint alleging over-occupancy (6 people). The owner verified the lease is restricted to the legally compliant limit of 5 people and a pet (6/1).
- Following ongoing disputes, the complainant at 908 W. Ocean Dr. came forward with video evidence of violations (6/4, 6/8). This file is being actively managed and may be referred as a civil matter.

3. Missing House Numbers & Light Pollution

- **Address Identification:** Issued structural warnings at the end of 11th St. for a missing house number; the contractor confirmed they would install visible numbering immediately (5/20, 5/26).
- **Outdoor Lighting Complaint:** Initiated an investigation into an outdoor light brightness complaint. Coordinated night-shift police officer drive-bys to measure brightness levels before issuing formal citations (6/10).

Administration & Professional Development

- **System Management:** Logged daily enforcement actions, processed incoming payments (e.g., 242 Sadowski Cswy), authorized fine adjustments, and systematically updated active citations inside the *Citizenserve* platform (5/14, 5/19, 5/26, 6/4, 6/8).
- **Ordinance Research:** Utilized mechanical downtime from golf cart failures to conduct deep-dive studies of the City Code of Ordinances and penalty structures, increasing overall enforcement capability (5/26, 5/27, 6/1).
- **Interdepartmental Logistics:** Expressing gratitude to the Public Works department for loaning a utility vehicle to maintain field operations while the primary enforcement golf cart was out of commission (5/27).

Community Relations & Interdepartmental Support

- **PD Fishing Derby:** Extensively assisted the Police Department in planning next week's youth Fishing Derby (6/10).
 - **Logistical Data:** Consolidated the master registration list of all **58 children participating**, contacted parents to collect missing registration information, and built the volunteer parent scheduling matrix to ensure smooth event operations.
-

Activity Metrics Summary

- **Hearings Attended:** 1
 - **Citations Issued:** 8+ (Holiday Construction, Vacant Lot, Trash/Yard Violations)
 - **Resolved Complaints:** 6 (Trailer removals, lot trimming updates, occupancy checks)
 - **Community Events Assistance:** 1 (Fishing Derby registration & volunteer tracking)
-

Performance Data Matrix

Focus Area	Enforcement Action	Status / Result
Short-Term Rentals	Unlicensed rental hearing (320 5th St)	Attended hearing; active auditing continues
Holiday Construction	Out-of-hours commercial crew	Issued \$250 citation ; updated outreach policy
Solid Waste (Sec. 7-7)	Early bins / Left-out bins / Wrong bins	Issued 5 citations, multiple warnings, and notices
Right-of-Way (ROW)	Double boat/utility trailers & RV hookups	Warnings issued; trailers moved/repositioned
Lot Maintenance	Overgrown weeds & unmaintained vacant lots	1 citation issued; 1 formal notice mailed; 1 site cleared
Community Support	PD Youth Fishing Derby	Master list created; 58 children registered

City of Key Colony Beach

PO Box 510141 Key Colony Beach, Florida • Phone # 305-289-1212 • Fax# 305-289-1767



Date: June 11, 2026

To: Mayor & Commissioners

Subject: City Administrator Report

From: John Bartus, City Administrator

1. Legislative Session, Tallahassee: The Florida Legislature, in special session, passed a version of the Governor's requested Property Tax Reform initiative. See my addendum for more details.
2. Met with Commissioner Harding and Mike Guarino (along with City Clerk Silvia Roussin) as part of the evaluation committee for RFQ 2026-01: Architectural and Engineering Services. Our recommendation is passed along to the Commission.
3. Attended special call City Commission meetings on the CDGB Urgent Needs grant as well as city hall issues.
4. Continued our ongoing meetings with the County and other municipalities concerning street elevation and resilience studies; this will help us as we pursue grant funding for these projects in the future.
5. Along with Acting Chief Buxton, I participated with Monroe County Emergency Management in the Hurricane Exercise (HURREX 26) on May 29. This drill involved all local governments and agencies, and the exercise based on fictitious Hurricane Polo was a great way to test our readiness and our systems as we prepare for the current Atlantic storm season.
6. Began discussions with other local stakeholders to draft an Interlocal Agreement to assist in the distribution of Stewardship Act funds appropriated by the Legislature this session. This will determine how the \$20 million is shared among local agencies.
7. On May 28, bids closed on RFP 2026-03, Basketball Half Court. No bids were received; I will post the bid again pending direction of the Commission.
8. Met with the Beautification and Recreation Committees discussing their agenda items.
9. Met with William Wagner, principal with EarlyAlert emergency services. I also worked with EarlyAlert staffers at the Monroe County Hurricane Exercise on May 29. Their expertise was evident throughout the exercise.
10. The TDC Capital Projects Grant application deadline is June 30. I have drafted applications for a golf course shade tiki, pickleball court restrooms, 7th Street playground shade, and a digital display sign for City Hall/Convention Center. There may be more as well.

11. I met with Marathon Interim Manager Steve Williams to discuss issues that we currently face and share in common – most specifically emergency management, storm debris, and fire/EMS.

John Bartus
City Administrator, Key Colony Beach

City of Key Colony Beach

PO Box 510141 Key Colony Beach, Florida • Phone # 305-289-1212 • Fax# 305-289-1767



June 11, 2026

To the Mayor, Vice Mayor, and Commissioners:

City Administrator Report Addendum, RE: Property Tax Reform

The Florida Legislature, in special session, passed a version of the Governor's requested Property Tax Reform initiative. The proposed amendment, if approved by voters in November, will have a significant impact on municipal and county financing and budgeting statewide; certainly, here in Key Colony Beach as well.

Part of the proposed amendment deals with the homestead tax deduction. If approved by 60% of voters, it will raise the homestead property tax exemption for primary residences from the current \$50,000 to \$150,000 in 2027 and to \$250,000 in 2028. Starting in 2029, the exemption will automatically adjust for inflation. The proposed amendment would also require the Legislature to enact a law establishing a mechanism by which the State could continue increasing the amount of assessed value exempt from taxation. The summary for the ballot highlights this, describing how it "requires, through general law, a schedule for full elimination." For commercial properties, vacation homes, and other non-homestead properties, the annual cap on assessed value increases is reduced from 10% to 5%. For local budgeting estimates, approximately 32% of properties in Key Colony Beach are homesteaded.

Additionally, the proposed amendment will prohibit the use of ad valorem taxes to finance public services that fall outside the following categories: public safety, education and schools, infrastructure, natural resources, bond issuance and debt service payments, local government employee retirement benefits, and operations and administration expenses related to local government employees. Other government services will have to be funded through different revenue sources. For example, our parks and recreation services would not be fundable through ad valorem taxes. Neither would many public works services, including equipment and transportation maintenance. Garbage and solid waste expenses don't qualify.

Eliminating this share of our property tax base will not reduce the cost of providing local government services; it would simply require that the lost revenue be generated elsewhere, possibly from higher millage rates on all property that remains taxable. If passed by voters in November, the proposed amendment will shift the property tax burden onto non-homesteaded residences, rental properties (including local workforce housing), and commercial properties. It could also necessitate new or increased user fees for certain city amenities and services.

While the increased homestead exemption amount may not impact us as badly as once feared, the restrictions on use of ad valorem tax dollars will most certainly present challenges ahead.

John Bartus
City Administrator

Public Works Staff Report

Report for June 18th, 2026 – City Commission Meeting

- Completed Marble Hall keying exercise with Samantha
- Finalized budget requests for FY 26/27
- Moved orchids higher at Sunset Park
- Filled potholes and dressed out Sunset Park parking lot
- Installed patriotic banners on East and West Ocean
- Watered flowers and sod on causeway
- Rescued an injured bird at Sunset Park
- Hedged green buttonwood at pickleball courts
- Hedged silver buttonwood around treatment plant.
- Assisted treatment plant with filter change outs
- Plumbed tennis court posts for net
- Cleaned mildew off picnic tables a Sunset Park.
- Trimmed hedges at Sunset Park
- Sourced AC repair for restroom trailer
- Replaced LED light fixtures in restroom trailer
- Complete PM on police vehicle
- Contracted repair for code enforcement golfcart
- Repaired water cooler at tennis courts
- Replaced water fountain at East Park
- Replaced door on 7th Street Park restroom
- Purchased 34-inch stand on mower for dog park and around bocce courts
- Repaired tractor tire on zero turn
- Reviewed and updated Public Works Emergency Action Plan
- Inventoried hurricane supplies
- Completed preventive maintenance on all trash pumps
- Repaired hedge trimmers
- Removed palm tree that damaged golf safety net and repaired net
- Hedged Sadowski Causeway & front entrance garden
- Repaired damaged playground mat at 7th Street Park

Thank you,

Mike Guarino

Public Works Department Head

City of Key Colony Beach
Public Works Safety Training Documentation Form

Date:	6/11/26	Location:	Shop
Time:	0700	Meeting Lead:	Mike Guarino

Attendees: Justin Luisi, Esteban Cabrera, Cooper Hart, Cedric Goethals & Mike Guarino

Absentees: N/A

Topic: Pinch Points

1. Introduction and Presentation of Topic:

We watched safety video about working around heavy machinery.

2. Discussion, Questions and Concerns:

We talked about the importance of making sure equipment has all safety guards on. It was discussed that using the quick connect for tractor implements is a huge pinch point and the operator should keep their hands off the controls.

3. Conclusion:

Be aware, avoid pinch points and wear gloves.

Building Department Staff Report
Report for June 2026– City Commission Meeting

Tony Lorenzo – Building Official

- Building inspections conducted: 61
- Plan reviews completed: 34
- 71 rental-renewal safety inspections were completed.
- 10 new construction projects remain active.
- Daily support continues for the Vice Mayor Colonel and the City Hall renovation project, including on-site coordination, progress checks, and making sure Marble Hall stays accessible and functional throughout construction.
- I've been working with a local marine and seawall engineer to review photos and assessments of seawalls that appear to need repair or show signs of structural issues. We are preparing an assessment and recommendation letter to include with outreach to affected homeowners. Since notifying KCB residents that visual inspections were completed, we've received a steady stream of calls from homeowners who have already contacted marine contractors and engineers to inspect and repair their docks and seawalls.
- Annual rental-renewal safety inspections are underway, with 127 inspections completed this month. This new workflow has increased activity significantly and is helping us establish benchmarks, time-and-motion data, and process standards for future inspection cycles. The city has over 700 short-term rentals, each requiring an annual safety inspection, so this remains a major ongoing responsibility.
- I'm working with the City Administrator and Commissioner DeFrancisco to provide all necessary building-department information to help Mr. Dick Harper resolve an active stop-work order and comply with a magistrate's directive regarding completion of his home. Recently, John Bartus and I met with Mr. Harper to go over the current situation and discuss a clear path forward.
- I'm also working with a local developer to provide accessibility guidance related to revisions in parking layout and the relocation of a proposed commercial dumpster enclosure.
- In addition, I'm handling several variance requests for builders and homeowners and supplying P&Z with the information they need as those requests move forward.
- Professional development continues as well. I recently passed my third state board exam and am now studying for my fourth and final exam required by the Florida Department of Professional Services.

Samantha Rodamer – Building Assistant

- Permits Issued: 23
- Permits Closed: 26
- Rental inspections conducted: 56
- Reviewed permit applications for completeness.
- Received, coordinated, and completed sewer locates with US Water.
- Responded to questions regarding received property inquiry forms.
- Completed record request as needed.

- Scheduled a multitude of inspections & organized Building Official's daily inspection schedule.
- Completed multiple Contractor Registrations and updated previously registered Contractor's records.
- Aided contractors and owners with permit-related questions.
- Attended May City Hall construction progress meetings.
- Managed and maintained a detailed log of inspections completed on the City Hall construction project as well as the reports submitted from the specialty inspector.
- Managed and input all rental inspection reports.
- Completed the June schedule for vacation rental inspections & began organizing the schedule for July.
- Organized and provided documents from the Building Department to be added to meeting agendas.
- Continued to reach out to contractors with past expired permits to clean up our system.
- Attended multiple meetings regarding archive scanning.
- Provided monthly closed permits list to MCPA.
- Attended the May Planning & Zoning Board meeting.
- Virtually attended USACE & NOAA FKNMS Virtual Outreach Event: Emergency Permitting Procedures.

City Hall Staff Report

Report for June 18th, 2026 – City Commission Meeting

City Clerk Silvia Roussin

- 2026 Election: Three candidates have qualified for the November General Election: Incumbent Mayor Freddie Foster, Incumbent Commissioner Kirk Diehl, and Candidate Lynne Benton will be on the November ballot as non-partisan candidates for the Office of City Commissioner of the City of Key Colony Beach.
- Continued providing notices of upcoming election deadlines for potential candidates and publishing legal notices in coordination with the Supervisor of Elections Office.
- Our Grant Management Team advised that we should receive a decision on the CDBG grant application for the Wastewater Plant by the beginning of July.
- Continued City Hall grant management and coordination with the State and the City's Grant Manager, including ongoing updates to the Grant Expense Spreadsheet to track expenditures and reimbursements.
- The TDC Fishing Grant and the WRF UV Tank Grants are both in the closeout process.
- The Final DEP Site Visit to City Hall was completed.
- Completed monthly reporting requirements for the US Census Bureau regarding construction costs for City Hall and the Retention Pond.
- The request for proposals for the Basketball Half Court was unsuccessful with no bids received.
- The City held its first DOAH Code Hearing since 2024 for a violation of renting without a license with a ruling made for the City.
- Alongside Commissioner Harding, met with US Water Representative to address current Wastewater Plan Operating needs.
- Alongside Mayor Foster, attended the quarterly luncheon with Condo Managers. The main concern raised was Waste Management Service.
- Attended City Hall Construction Progress Meetings, coordinated with city staff and the contractor, and provided ongoing administrative support.
- Completed all public notice requirements for Code Amendments, outgoing bids, and variance requests.
- Prepared for and attended the Utility Board Meeting, Beautification Committee Meeting, Recreation Committee Meeting, and City Commission Meetings, and completed corresponding meeting minutes.
- Provided various updates and notices to residents regarding current city events.
- Attended the monthly legal meeting with the Mayor and City Administrator.
- Responded to citizen correspondence and public records requests in accordance with statutory requirements.
- Processed payroll reports, ACH transactions, FRS and IRS reporting, and wire transfers.
- Managed daily general correspondence and ongoing human resources tasks.

Administrative Assistant/Business Tax Licenses

- Par is currently attending her first Florida Association of City Clerks (FACC) Conference to gain a foundational understanding of the duties, responsibilities, and operations of the City Clerk's Office. The knowledge and training she receives will better equip her to assist me in my role

City Hall Staff Report

Report for June 18th, 2026 – City Commission Meeting

as City Clerk by providing administrative support, serving as a backup when needed, and helping manage the increasing workload of the office. This professional development opportunity will enhance her ability to support daily operations, improve continuity of service, and allow for more efficient and effective assistance to the City Clerk's Office

Administrative Assistant/Bookkeeper Linda Jones

- Set up a new bank account in QuickBooks for the Ron Sutton Fishing Derby and recorded deposits and debit card purchases.
- Continuing with the online QuickBooks bookkeeping course.
- Recording all donations on new Donation log.
- Recording all pump-outs on new log.
- Working with Shane to create and maintain a list of all purchase orders.
- Reconciled all bank accounts and credit cards.
- Recorded payments for the sale of three police vehicles.
- Applied late fees to delinquent sewer bills over 30 days. Sent to owners and followed up with multiple phone calls.
- Cut checks and paid incoming invoices.
- Worked with vendors to reconcile amounts owed to amounts billed.
- Filed all paid invoices.
- Managed daily ACH returns and questionable checks presented for payment.
- Applied payments to outstanding invoices.
- Helped property owners with their sewer bills and payments.
- Created and emailed commercial sewer bills.
- Learning to create monthly warrant reports and summary reports.
- Created Beautification and Recreation reports.
- Maintained spreadsheet for Golf Course utility payments
- Made and recorded various transfers per Jennifer and Silvia.
- Recorded semi-monthly payroll transactions in QuickBooks.
- Deposited and recorded multiple payments for sewer invoices.
- Keep track of all P&P and Forte electronic payments and deposits.

Administrative Assistant/Front Desk Cheryl Baker

- Upload meeting minutes to the city website.
- Continually update City Staff and Personal Directories for website and staff needs.
- Issued boat trailer licenses for short-term renters.
- Manage Long-term trailer and boat parking.
- Manage Sunset Park Weddings and collect the required forms and payments.
- Manage the purchase of memorial benches for residents.
- Collect and distribute mail & manage the phones.
- Scan and shred documents to become digital.
- Maintain bulletin boards at City Hall, Post Office, and Marble Hall.

City Hall Staff Report

Report for June 18th, 2026 – City Commission Meeting

- Prepare all Birthday and Christmas cards for staff to sign. Mail or give them to the recipients.
- Update website and Constant Contact with upcoming events and activities.
- Order and maintain office supplies.
- Communicate with KCBCA about office merch sales and collect payment.
- Collect money donations.
- Receive Bid packets, time stamp, and distribute.
- Promote and organize blood drives.
- Short-term trailer parking 14
- Sunset Park Rentals 2
- LT trailer parking 118
- Boats on trailers 3
- Property Inquiries 15

Upcoming

06-19-2026 Juneteenth Holiday – City Hall closed
07-03-2026 City Hall closed in Observance of Independence Day
07-09-2026 Recreation Committee Meeting
07-14-2026 Beautification Committee Meeting
07-15-2026 Planning & Zoning Board Meeting
07-16-2026 City Commission Meeting
07-21-2026 Utility Board Meeting

6-9-2026 Beautification Report

Slower days of summer are here with hot days and no formal work parties. Some of members have gone North.

4th of July update – 4 x 8 banner will be hung in front garden where Kids Fishing banner is now. Buntings and small flags ordered.

Front garden fertilized by Pam. Mexican Heather has made a comeback. Thanks Brightview and PW! Waiting on trinet replacement and Geiger tree quotes.

Janey keeps the coconut path in order. Lots of TLC needed. Added more orchids to the palm trees. Waiting on plant replacement at the Kapok garden across from city hall.

More watering required at the Post Office during summer. Some plants have died and replacements planted. During summer these pots must be watered daily.

Bridge plants are thriving. Need to be watered often but not too much at once. Some of the plants died and replacements planted. Once a week fertilize. Petunias are the star.

Hanging baskets are finally hanging. Many nice complements. Summer requires watering and fertilizing. Watering is very important. Thanks PW! Mike ordered 2 more baskets so we can always have 2 in our “nursery” to trim, replant, daily water, etc.

Sunset park plants are happy. Watering the orchids on the trees weekly. Also fertilized bougainvillea.

MINUTES
KEY COLONY BEACH CITY COMMISSION
PUBLIC HEARING
Thursday, May 21st, 2026, 3:30 PM
Marble Hall, 600 W. Ocean Drive, Key Colony Beach
& via Zoom Conferencing

1. **Call to Order, Pledge of Allegiance, Prayer & Roll Call:** The Key Colony City Commission Public Hearing was called to order at 3:30 PM by Mayor Freddie Foster, followed by the Pledge of Allegiance, Prayer, and Rollcall. **Present:** Mayor Freddie Foster, Vice-Mayor Doug Colonell, Commissioner Tom Harding, Commissioner Tom DiFransico, Commissioner Kirk Diehl (via Zoom). **Also present:** City Attorney Jim Hicks, City Administrator John Bartus, Building Official Tony Loreno, Public Works Department Head Mike Guarino, Acting Chief of Police Jamie Buxton, Acting Fire/EMS Chief Shawna Rogers, Planning & Zoning Board Chair George Lancaster.

Mayor Foster found cause for Commissioner Diehl to attend via Zoom.

Public Attendance: 11

2. **Approval of Agenda** (Additions, changes, and deletions can be made via one motion and a second to approve by majority vote)

Mayor Foster stated his intent to remove the agenda item for approval of the boatlift to enable follow-up on outstanding questions regarding the matter. There were no other changes to the agenda, and Mayor Foster asked for a motion to approve the agenda with changes.

MOTION: Motion made by Commissioner Harding to approve. Commissioner DiFransico seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval

3. **Citizen Comments & Correspondence**

City Clerk Roussin provided the following citizen correspondence:

May 2, 2026 – Owners at Catillo del Sol Condominiums wrote to the City Commission, following up on their initial letter of opposition with additional concerns about the impact of the proposed boat lift at 841 W. Ocean Drive.

May 17, 2026 – Jim Howe at 901 W. Ocean Drive wrote, expressing his opposition to the proposed boat lift at 841 W. Ocean Drive and raising concerns about a public safety hazard and setting a precedent for the coastline.

May 19, 2026 – Stephen Cole and Nancy Talbott wrote to the City Commission with concerns and opposition to the proposed boat lift at 841 W. Ocean Drive.

4. **Administration of the Oath of Witness:** City Clerk Roussin administered the Oath of Witness to all planning to testify.
5. **Disclosure of Ex Parte Communication:** Mayor Foster informed the Board that he had spoken to one of the residents and the engineer on the record, and that these communications would not affect his vote.

Mayor Foster asked for citizen comments on the agenda items.

Lynne Benton, 621 10th Street, stated that she has been friends and neighbors with the applicants for the property at 620 10th Street and, as a result of the application, began researching the issue. She emphasized that her comments were not intended as criticism and were not personal in nature.

City Clerk Roussin asked Ms. Benton to confirm that she was speaking as a private resident and not in her capacity as a member of the Planning & Zoning Board. Ms. Benton confirmed that she was speaking solely as a private resident.

Ms. Benton continued by discussing the City's pool setback requirements and her interpretation of the applicable code provisions. She expressed her belief that approval of the variance would constitute a special privilege for the property owner. Ms. Benton further stated that, in her opinion, amendments to the code and codification of new standards would be more appropriate than granting variances in situations where the required hardship criteria have not been met.

There were no further citizen comments.

~~6. Discussion/Approval of a 40,000-Pound Cradle-Style Boat Lift for the property at 841 W. Ocean Drive, per the Recommendation of the Planning & Zoning Board **Tabled~~**

- ~~a. Engineering Plans~~
- ~~b. FDEP Qualification Letter~~
- ~~c. Owner Letter~~
- ~~d. Neighbor Letter of Approval~~
- ~~e. Neighbor Letter of Opposition~~
- ~~f. Recommendation by the Planning & Zoning Board~~

7. Discussion/Approval of a Variance Request from Kenneth and Ellen Jones, owners of the property at 620 10th Street, Key Colony Beach, for the construction of a residential swimming pool that would encroach into the setback by 3 feet, per the Recommendation of the Planning & Zoning Board

- a. Proof of Legal Publications & Affidavits of Mailing/Posting
- b. Variance Application
- c. Applicant Questions & Responses
- d. Recommendation by the Building Official
- e. Recommendation by the Planning & Zoning Board

Mayor Foster introduced the agenda item and invited the applicant to speak on his requested variance.

Ken Jones, owner of 620 10th Street, spoke about the requested variance, cited research on comparable regulations in other municipalities, addressed citizen comments, and discussed the size of his property, the replacement seawalls, and his view that the practical effect of the variance would be reduced to approximately 18 inches. Mr. Jones stated that the requested minor variance would not compromise the seawalls along the canal, that his seawall will remain structurally sound and largely unnoticeable, and thanked the Commission for its consideration.

Mayor Foster asked Planning & Zoning Chair Lancaster to give the Planning & Zoning Board's recommendation.

Planning & Zoning Chair Lancaster presented the Planning & Zoning Board's recommendation and informed that the request was approved with conditions and that the Building Department would follow up. Building Official Loreno confirmed there were no open items on the request.

Mayor Foster asked for a motion to approve.

MOTION: Motion made by Vice-Mayor Colonell to approve. Commissioner DiFransico seconded the motion.

DISCUSSION: Mayor Foster apologized to James Rhyne, the Engineer on record, for prior comments about his expertise based on age and length of service, and acknowledged that the comments were inappropriate. Building Official Loreno confirmed that the pool contractor and the engineer for the pool and seawall had addressed the relevant requirements and that the engineering conditions related to the original variance were met. Commissioner

DiFransico raised concerns regarding the Land Development Regulations, noting the City's responsibility to protect citizens from encroachments into setbacks and stating that the justification required under the City's procedures had not been met in this case. Commissioner DiFransico suggested that the City reconsider how it defines and applies hardship standards, including whether competitive disadvantage in the vacation-rental market should qualify, and expressed concern that approval could amount to granting a special privilege. Commissioner DiFransico also noted that the existing criteria may not be ideal, referenced similar standards used by Key West and Marathon, and suggested that the Planning & Zoning Board review the current criteria to determine whether they should be modified. Mayor Foster commented on the Planning & Zoning Board's role in applying the Land Development Regulations and noted that certain changes had been made over time. He also stated that he had spoken with the City of Marathon's Building Official, who expressed no concerns on the matter. Chair Lancaster commented that the written questions and responses were cumbersome and at times confusing. Mayor Foster added that the term "hardship" may be interpreted differently, while the statutes provide the governing framework for Planning & Zoning to make its recommendation. Commissioner Harding suggested reviewing the ordinance and considering an amendment to the engineering requirements, including coordination between Planning & Zoning and staff to determine whether revisions to the ordinance are warranted.

ON THE MOTION: Rollcall vote. Unanimous approval.

- 8. A Variance Request from Brian Vliem of Vliem Vacation Rentals, LLC, owner of the property at 630 10th Street, Key Colony Beach, for constructing a residential swimming pool that would encroach into the setback by 3 feet.**
- a. Proof of Legal Publications & Affidavits of Mailing/Posting
 - b. Variance Application
 - c. Applicant Questions & Responses
 - d. Recommendation by the Building Official
 - e. Recommendation by the Planning & Zoning Board

Mayor Foster introduced the variance request, noting that it was identical to the previous one, and asked for a motion to approve.

MOTION: Motion made by Commissioner Harding to approve. Vice-Mayor Colonell seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

- 9. Other Business:** None.

- 10. Adjourn:** The meeting adjourned at 3:53 PM.

Respectfully submitted,

Silvia Roussin

City Clerk

CITY OF KEY COLONY BEACH

Warrant Number	0526
Items paid from	May 1, 2026
to	May 31, 2026
First Horizon Checking Account - 6871	\$489,691.17
(includes all vendor payments for general, road, building and infrastructure)	
Escrow Account - 5537	-
Payroll Account - 2942	\$137,115.53
Infrastructure Reserve Account - 8644	312,181.66
Road Reserve Account - 8677	-
Impact Fees Reserve Account - 8669	-
First State Bank Reserve Account - 3703	-
Sewer Money Mkt - 0301	-
Stormwater Checking Account - 0128	\$29,509.03
Sewer Account - 6006	\$173,864.80
TOTAL DISBURSEMENTS	<u><u>\$1,142,362.19</u></u>

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (Agreement) is entered into as of this ____ day of _____, 2026, between the Board of County Commissioners of Monroe County, Florida, a political subdivision of the State of Florida (the "COUNTY" or "BOCC") and the City of Key Colony Beach, a municipal corporation organized and existing under the laws of the State of Florida (the "CITY" or the "CONTRACTOR").

WITNESSETH:

WHEREAS, the COUNTY routinely uses State Boating Improvement Funds (BIF) for recreational boating related projects within the various municipalities; and

WHEREAS, the CITY has requested that the COUNTY provide reimbursement funding in the amount of \$6,000.00 from BIF for costs to be incurred during FY'27 for regulatory buoy replacement; and

WHEREAS, the above expenditures are qualified expenditures from the State BIF; and

WHEREAS, at the May 20, 2026, regular BOCC meeting the Board of County Commissioners of Monroe County, Florida, approved the selection of the BIF funding request submitted by the CITY and to provide funding in the amount of \$6,000.00;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed between the COUNTY and the CITY as follows:

Section 1. Payment. The COUNTY agrees to reimburse the CITY for costs incurred in FY'27 as follows:

- 1.1 The foregoing recitals are true and correct and are hereby incorporated as if fully stated herein.
- 1.2 Payment in an amount not to exceed \$6,000.00 for regulatory buoy replacement.
- 1.3 To receive payment, the CITY shall submit all requests for payment and applicable invoices to the Senior Administrator of the COUNTY's Marine Resources Office by September 1, 2027. The invoices must describe the services performed, together with proof that payment has been made to the CITY'S sub-contractor(s). All documentation shall be forwarded to the County Clerk for payment. Any other documentation requested by the Clerk shall be provided.
- 1.4 By submitting a request for payment the CITY represents that it has complied with all of its purchasing requirements.
- 1.5 Funding of this Agreement is contingent upon an annual appropriation by the COUNTY.

Section 2. Term.

- 2.1 This Agreement shall become effective upon execution by both parties.
- 2.2 If such Notice of Termination as specified in Section 3 is given, this Agreement shall terminate within five (5) days thereof.

Section 3. Termination and Default.

- 3.1 In the event of any failure of compliance by either party hereto with any of its material obligations to the other party as provided for herein such action shall constitute a default under this Agreement.
- 3.2 Upon any such default, the non-defaulting party shall provide to the defaulting party a written Notice of such default, which Notice (Default Notice) shall state in reasonable detail the actions the defaulting party must take to cure the same.
- 3.3 The defaulting party shall cure any such default, within 30 days following the date of the Default Notice.
- 3.4 Notwithstanding the provisions of this Section, if any such default by the defaulting party remains uncured at the conclusion of any specified 30 day cure period, and if the nature of the defaulting party's obligations are such that more than 30 days is required to effect cure, then the defaulting party shall not be in default hereunder and the non-defaulting party shall not have the right to exercise its termination rights granted herein as a result of any such default, if the defaulting party commences cure within the applicable cure period and thereafter diligently pursues cure to completion of performance.
- 3.5 In the event the defaulting party fails to affect any required cure as provided for herein, the defaulting party shall be deemed to be in uncured default hereunder, and the non-defaulting party shall have the right, but shall not be obligated, upon written Notice to the defaulting party, to terminate this Agreement.
- 3.6 If such Notice is given, this Agreement shall terminate on the date set forth in the Notice and the parties shall be relieved of all rights and obligations hereunder, except for any rights and obligations that expressly survive termination.

Section 4. Indemnification.

- 4.1 To the extent permitted by law and subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, the CITY, to the extent of the COUNTY'S potential liability pursuant to section 768.28, Florida Statutes, does hereby agree to defend, indemnify and hold the COUNTY, its officers, agents, or employees, harmless from and against any and all liability, damages, costs or expenses (including reasonable attorneys' fees, costs, and expenses at

both the trial and appellate levels) arising from the acts or omissions of the CITY or any third party vendor contracted by the CITY in connection with this Agreement.

Section 5. Notices.

- 5.1 All notices, requests, demands, elections, consents, approvals and other communications hereunder must be in writing and addressed as follows, or to any other address which either party may designate to the other party by mail:

If to Monroe County: Christine Hurley
County Administrator
Monroe County
Historic Gato Building
1100 Simonton Street
Key West, Florida 33040

With a copy to: Robert B. Shillinger, Esq.
Monroe County Attorney's Office
1111 12th Street, Suite 408
P.O. Box 1026
Key West, Florida 33041-1026

If to City: John Bartus
City Administrator
City of Key Colony Beach
600 West Ocean Drive
Key Colony Beach, FL 33051

With a copy to: Dirk Smits, Esq.
City Attorney
City of Key Colony Beach
600 West Ocean Drive
Key Colony Beach, FL 33051

Any Notice required by this Agreement to be given or made within a specified period of time, or on or before a date certain, shall be deemed to have been duly given if sent by certified mail, return receipt requested, postage and fees prepaid; hand delivered; or sent by overnight delivery service.

Section 6. Regulatory Powers.

- 6.1 Nothing contained herein shall be construed as waiving either party's regulatory approval or enforcement rights or obligations as it may relate to regulations of general applicability, which may govern the Agreement.

- 6.2 Nothing herein shall be deemed to create an affirmative duty of either party to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with ordinances, rules and regulations, federal laws and regulations and state laws and regulations.

Section 7. Attorneys Fees and Waiver of Jury Trial.

- 7.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 7.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

Section 8. Governing Law.

- 8.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation or mediation arising out of this Agreement shall be in the 16th Judicial Circuit in and for Monroe County, Florida. This Agreement is not subject to arbitration.

Section 9. Access to Records and Audits.

- 9.1 The CITY shall comply with all public records and records retention requirements mandated by Section 24, Article I, of the Florida Constitution, and Chapter 119, Florida Statutes, and shall keep such records as are necessary to document the performance of the Agreement and expenses as incurred, and give access to these records at the request of COUNTY, the State of Florida, the Federal Government, or authorized agents and representatives of said government bodies. CITY shall also provide access to the personal property reports, permits, and equipment purchased or utilized under this Agreement. It is the responsibility of CITY to maintain appropriate records in accordance with generally accepted accounting principles consistently applied to insure a proper accounting of all funds and expenditures. Records shall be kept for a period of five (5) years following execution of this Agreement. CITY understands that it shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives. COUNTY shall bill CITY for the amount of the audit exception and CITY shall promptly repay any audit exception. However, COUNTY warrants and represents that it has full authority to fund the Project under the terms and conditions specified herein. The COUNTY and CITY shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its

possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and CITY in conjunction with this Agreement; and the COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by CITY.

- 9.2 The COUNTY may cancel this Agreement for refusal by the CITY, or the CITY's subcontractor, to allow access by the County Administrator or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.
- 9.3 The term "public records" and "records" shall be the same as such term has been defined in Chapter 119, Florida Statutes, including but not limited to any documents, books, data (electronic or hard copy), papers and financial records that result from the CITY or its subcontractors performance of the Services provided in this Agreement.
- 9.4 If the inspection or audit discloses that COUNTY funds paid to the CITY under this Agreement were used for a purpose not authorized by this Agreement, then the CITY must refund the funds improperly spent with interest calculated pursuant to Section 55.03, Florida Statutes, with interest running from the date the COUNTY paid the improperly spent funds to the CITY. This paragraph will survive the termination of this Agreement.
- 9.5 The COUNTY and CONTRACTOR shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters, or other "public record" materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and CONTRACTOR in conjunction with and in connection with this Agreement and related to Agreement performance. The COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by the CONTRACTOR. Failure of the CONTRACTOR to abide by the terms of this provision shall be deemed a material breach of this Agreement and the COUNTY may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the Agreement.
- 9.6 The CONTRACTOR is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision. Pursuant to F.S. 119.0701 and the terms and conditions of this Agreement, the CONTRACTOR is required to:
 - (1) Keep and maintain public records that would be required by the COUNTY to perform the service.
 - (2) Upon receipt from the COUNTY's custodian of records, provide the COUNTY with a copy of the requested records or allow the records to be

inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the COUNTY.
- (4) Upon completion of the Agreement, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records that would be required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of records, in a format that is compatible with the information technology systems of the COUNTY.
- (5) A request to inspect or copy public records relating to a COUNTY Agreement must be made directly to the COUNTY, but if the COUNTY does not possess the requested records, the COUNTY shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the COUNTY or allow the records to be inspected or copied within a reasonable time.

If the CONTRACTOR does not comply with the COUNTY's request for records, the COUNTY shall enforce the public records Agreement provisions in accordance with the Agreement, notwithstanding the COUNTY's option and right to unilaterally cancel this Agreement upon violation of this provision by the CONTRACTOR. A CONTRACTOR who fails to provide the public records to the COUNTY or pursuant to a valid public records request within a reasonable time may be subject to penalties under Chapter 119, Florida Statutes.

The CONTRACTOR shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law.

**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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRIAN BRADLEY AT PHONE# 305-292-3470
BRADLEY-BRIAN@MONROECOUNTY-FL.GOV,
MONROE COUNTY ATTORNEY'S OFFICE 1111 12TH Street, SUITE 408, KEY WEST, FL 33040.**

Section 10. Non-Assignability

- 10.1 This Agreement shall not be assignable by either party unless such assignment is first approved by both parties.

Section 11. No Third-Party Beneficiaries.

- 11.1 Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the CITY and the COUNTY agree that neither the CITY nor the COUNTY or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

Section 12. Non-Waiver of Immunity.

- 12.1 Notwithstanding the provisions of Section 768.28, Florida Statutes, the participation of the CITY and the COUNTY in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the CITY or COUNTY be required to contain any provision for waiver.

Section 13. Privileges and Immunities.

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

Section 14. Independent Contractor.

- 14.1 The CITY and its employees, volunteers, agents, vendors and subcontractors shall be and remain independent contractor and not agents or employees of the COUNTY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

Section 15. Severability.

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

Section 16. Survival of Provisions.

- 16.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

Section 17. Waiver.

- 17.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

Section 18. Funding.

- 18.1 The parties agree that the COUNTY's responsibility under this Agreement is to provide funding only.

Section 19. Authority.

- 19.1 Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

Section 20. Section Headings.

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

Section 21. Execution in Counterparts.

- 21.1 This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart..

Section 22. Entire Agreement/Modification/Amendment.

- 22.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 22.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as the parties' preceding duly-executed Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as indicated below.

**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

BY: _____
Mayor Michelle Lincoln

(SEAL)

ATTEST: Kevin Madok, Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY BY:

BY: _____
As Deputy Clerk

Assistant County Attorney

**CITY OF KEY COLONY BEACH,
FLORIDA**

Mayor Freddie Foster

Date: _____

(SEAL)

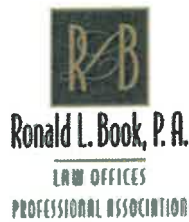
ATTEST: Silvia Roussin, City Clerk

APPROVED AS TO FORM AND
LEGALITY FOR THE USE AND
RELIANCE OF CITY OF KEY COLONY
BEACH, FLORIDA ONLY:

BY: _____
Clerk

BY: _____

Printed Name: _____



June 9, 2026

Mayor Freddie Foster & City Commission
City of Key Colony Beach
600 West Ocean Drive
Key Colony Beach, FL 33051

RE: Professional Services Agreement

Dear Mayor and City Commission:

Thank you so much for the continued opportunity for our firm to continue the representation of City of Key Colony Beach. We are truly excited about the opportunity and eager to get to work.

It is understood that our continued representation is for governmental affairs matters primarily before the Florida Legislature and Executive Branch, to include cabinet officials and all state agencies. Our firm will be responsible for providing all traditional lobbying activities, including but not limited to, working with all members of the Florida House, Florida Senate, Governor's office, and all Executive Branch agencies as indicated above. It will be our responsibility to seek sponsors for your various appropriations projects and/or any substantive bills or amendments that the City so prioritizes and requests we pursue. We will continue to coordinate and work with the City to identify priorities and will make ourselves available for meetings, workshops, or any other appointments that we may, from time to time, determine to be necessary. We will assist in scheduling meetings for the Mayor and members of the City Commission on the occasions that they seek appointments with lawmakers, and we also agree to make all presentations in front of Committees of the Florida Legislature. You agree to fully educate us on all issues that the Village seeks in the process or any issues that we may need to resolve at various agencies.

In exchange for this representation, the City agrees to compensate our firm with an annual retainer of \$50,000 per year payable in twelve equal monthly installments of \$4,166.66. This will be an all-inclusive representation including costs. We will work hard to maintain the confidence and trust you are placing in us. We will provide you with weekly reports during the Legislative Session and where appropriate reports, during the balance of the year following

Committee Meetings. Please feel free to call on us 24 hours a day, 7 days a week, 365 days out of every year.

Assuming this meets with our mutual understanding, please execute and return at your earliest convenience.



Ronald L. Book
Ronald L. Book, P.A.

Freddie Foster, Mayor
City of Key Colony Beach

	Current Hours	less June	Hours	50% per Handbook	Hourly Pay	Payout
Sick time	428.99	168	260.99	130.495	\$ 69.64	\$ 9,087.67
		Per Handbook	Hourly Pay			Payout
Vacation Time	314.95	250	\$ 69.64			\$ 17,410.00
Total Payout						\$ 26,497.67



INSTALL 40K 8 POST CRADLE LIFT

841 W OCEAN DR, KEY COLONY BEACH



SITE DATA / PROJECT LOCATION:

SITE ADDRESS: 841 W OCEAN DR, KEY COLONY BEACH
PARCEL NO.: 00078780-000000
LEGAL DESC.: LOT 17 AND BAY BTM S ADJ LOT 17 AND PLAT OF AMID AND EXT PLAT OF STEVENS SUB P85-109 SHELTER KEY CR247-170 OR246-151 OR576-662 OR576-667 OR678-750 OR769-1908 OR769-1909 OR800-227 OR802-395/396 OR802-1307 OR823-2130 OR827-2021 OR1080-1198 OR1080-1197 OR1080-1200 OR1080-1201 OR1080-1202 OR1080-1319 OR1381-71 OR1864-30 OR1864-28 OR1864-32 OR1867-1317 OR2003-649 OR3232-1604
OWNER / S: SCHMID JESSE, HANNON JODI
ZONING: SINGLE FAMILY RESID (0100)

DRAWING INDEX:

- C-01 PROJECT INFORMATION
- C-02 GENERAL NOTES
- C-03 SITE PLAN
- C-04 BLOW UP SITE PLAN
- C-05 DETAILED SECTIONS

SCOPE OF WORK:

NEW CONSTRUCTION

- INSTALLATION OF 40K 8-POST CRADLE LIFT
- SUBJECT PROPERTY CONTAINS 0± SF OF ACCE J/D AREA

DESIGN CODE:

- 2023 FLORIDA BUILDING CODE, BUILDING, 8th EDITION
- 2023 FLORIDA BUILDING CODE, RESIDENTIAL, 8th EDITION
- 2023 FLORIDA BUILDING CODE, PLUMBING, 8th EDITION
- 2023 FLORIDA BUILDING CODE, MECHANICAL, 8th EDITION
- 2017 NATIONAL ELECTRICAL CODE, NEC 2017
- 2023 FLORIDA BUILDING CODE, FIRE, 8th EDITION
- FLORIDA FIRE PROTECTION CODE, FPC-25
- NATIONAL FIRE PROTECTION ASSOCIATION, NFPA 70 NEC 2017
- AMERICAN SOCIETY OF CIVIL ENGINEERS, ASCE 7-22

DESIGN DATA:

DESIGN LOADS (MINIMUM):

- A. DEAD LOAD FOR UPLIFT CALCULATION 7PSF
- B. FLOOR DEAD LOAD (WOOD FRAMING) 20 PSF
- C. GUARD RAILS / HANDRAILS 200 LBS

WIND DESIGN SPECIFICATIONS:

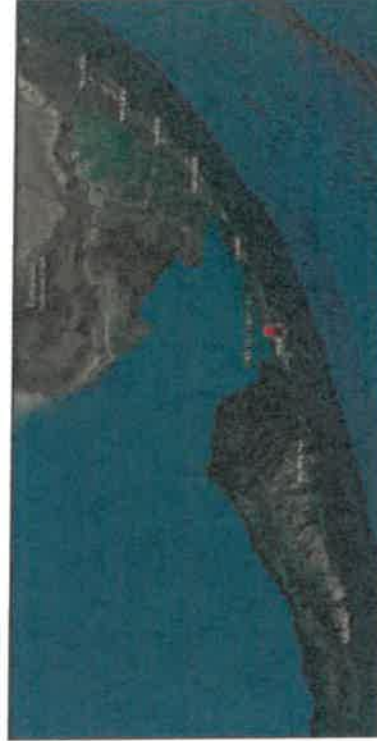
- A. BUILDING OCCUPANCY CATEGORY II
- B. CONSTRUCTION TYPE V-B
- C. OCCUPANCY CLASSIFICATION RESIDENTIAL
- D. WIND SPEED 100 MPH
- E. WIND EXPOSURE CATEGORY D
- F. ENCLOSURE CLASSIFICATION ENCLOSED
- G. INTERNAL PRESSURE COEFFICIENT +/- 0.18
- H. WIND-BORNE DEBRIS AREA YES
- I. REFER TO DRAWINGS FOR STRUCTURE HEIGHT AND AREA
- J. STRUCTURAL LOADS AND DESIGN PRESSURES LISTED IN THESE PLANS ARE ALLOWABLE (ASD) UNLESS NOTED OTHERWISE

PROJECT LOCATION



A LOCATION MAP
C-01 SCALE: NTS.

PROJECT LOCATION



B VICINITY MAP
C-01 SCALE: NTS.

PROJECT TITLE:		NO.	DESCRIPTION	REV. DATE	SHEET CONTENT:	SHEET NO.:
INSTALL 40K 8 POST CRADLE LIFT 841 W OCEAN DR, KEY COLONY BEACH		01	Cover Sheet	02/06/24	PROJECT INFORMATION	01 C 05
LOCATION: 841 W OCEAN DR, KEY COLONY BEACH Parcel ID: 00078780-000000					DATE: 2/7/24	



RAPID PERMITS AND
ENGINEERING

03/30/2026

ADDRESS: PO Box 516875, Key Colony Beach,
FL 33451
CONTACT: 304.418.1400
EMAIL: info@rapidpermits.com

GENERAL NOTES

GENERAL REQUIREMENTS

1. Prior to commencing work, the Contractor must review the plans and site conditions, reporting any discrepancies or conflicts with these plans that would impact construction or safety to the Engineer.
2. The Contractor shall be responsible for obtaining all necessary permits, licenses, and approvals from the appropriate authorities, including but not limited to the Department of Transportation, the Department of Environmental Protection, and the Department of Public Safety.
3. The Contractor is not allowed to work between 7:00 AM and 5:00 PM on weekdays without a valid permit from the Department of Transportation.
4. The Contractor is responsible for obtaining all necessary permits, licenses, and approvals from the appropriate authorities, including but not limited to the Department of Transportation, the Department of Environmental Protection, and the Department of Public Safety.
5. The Engineer of Record shall not be responsible for the Contractor or their employees during construction.
6. The Contractor is responsible for all construction methods and practices, including adherence to the 2015 Florida Building Code, manufacturer recommendations, local county and city codes, and the applicable provisions of the Florida Building Code.
7. The Contractor shall be responsible for obtaining all necessary permits, licenses, and approvals from the appropriate authorities, including but not limited to the Department of Transportation, the Department of Environmental Protection, and the Department of Public Safety.
8. Any conditions from these plans require review and approval by the Engineer of Record.
9. The Contractor is responsible for all safety and security of the construction site, including the design and installation of all safety barriers, signage, and lighting.
10. The Contractor is responsible for all safety and security of the construction site, including the design and installation of all safety barriers, signage, and lighting.
11. The Contractor is responsible for all safety and security of the construction site, including the design and installation of all safety barriers, signage, and lighting.
12. The Contractor is responsible for all safety and security of the construction site, including the design and installation of all safety barriers, signage, and lighting.
13. The Contractor is responsible for all safety and security of the construction site, including the design and installation of all safety barriers, signage, and lighting.
14. All plans to be shown to the Engineer of Record shall be in a pre-approved or pre-qualified form unless specifically specified otherwise.
15. The Contractor is responsible for all safety and security of the construction site, including the design and installation of all safety barriers, signage, and lighting.



**RAPID PERMITS AND
ENGINEERING**

ADDRESS: PO Box 610873, Key Colony Beach,
FL 33551
CONTACT: 407-616-1400
EMAIL: info@rapidpermits.com

03/30/3036

PROJECT TITLE:

**INSTALL 40K 8 POST CRADLE LIFT
8411 W OCEAN DR, KEY COLONY BEACH**

LOCATION: 8411 W OCEAN DR, KEY COLONY BEACH
Permit ID: 00017764-00000

NO.

01

DESCRIPTION

General Notes

REV. DATE

02/06/24

SHEET CONTENT:

GENERAL NOTES

SHEET NO.:

C 02
05

DATE: 2/7/24



PROPOSED SCOPE OF WORK

- NEW CONSTRUCTION
- INSTALLATION OF 40K & POST CRADLE LIFT
- SUBJECT PROPERTY CONTAINS 0± SF OF ACOE JLD AREA



841 W Ocean Dr, Key Colony Beach

SITE PLAN

1 C-03

SCALE: 1" = 100'



RAPID PERMITS AND ENGINEERING

ADDRESS: PO Box 510073, Key Colony Beach, FL 33451-4000
CONTACT: 304-241-1400
EMAIL: info@rapidpermits.com

03/30/2026

PROJECT TITLE:

INSTALL 40K & POST CRADLE LIFT
841 W OCEAN DR, KEY COLONY BEACH

LOCATION: 841 W OCEAN DR, KEY COLONY BEACH
Permit ID: 44-0246372-000-EE

NO. DESCRIPTION

01 Site Plan

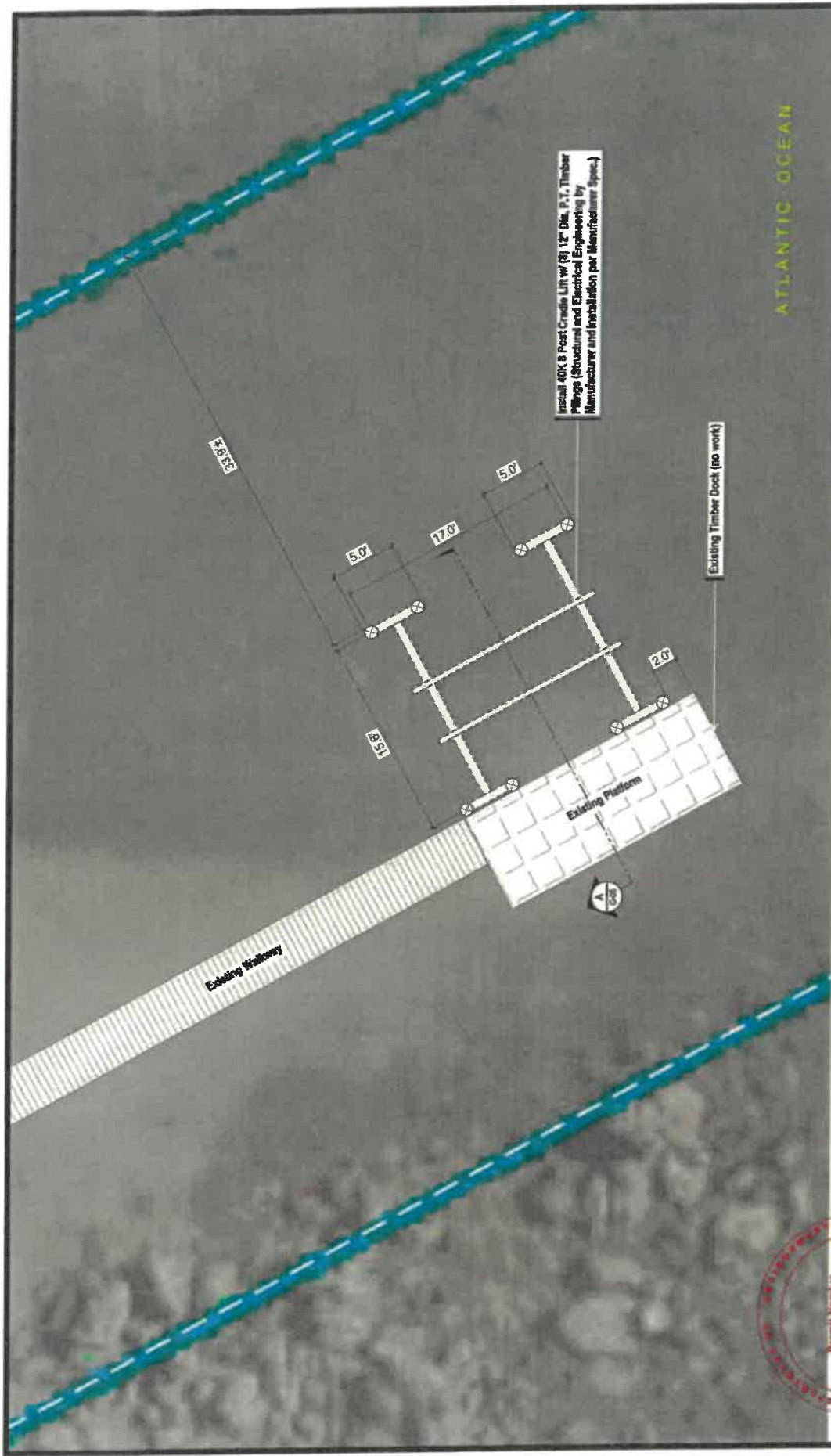
SHEET CONTENT:

SITE PLAN

SHEET NO.:

03
C 05

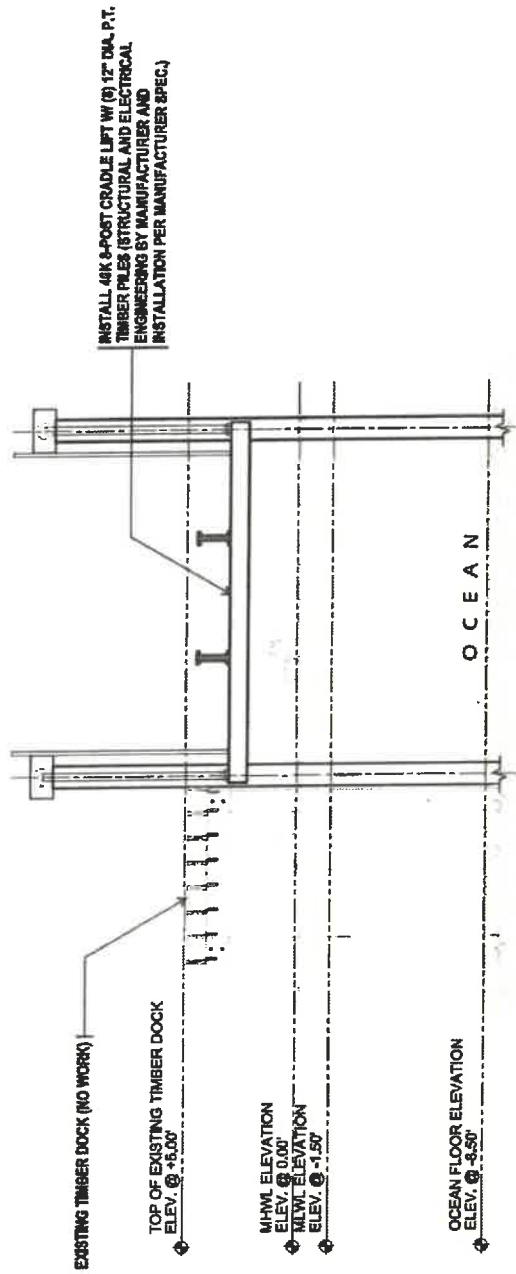
DATE: 2/7/24



841 W Ocean Dr, Key Colony Beach
BLOW UP SITE PLAN
 3/16" = 1'
 1 C04 SCALE

RAPID PERMITS AND ENGINEERING		RAPID PERMITS AND ENGINEERING		 03/30/2026		PROJECT TITLE:							
ADDRESS: PO Box 110573, Key Colony Beach, FL 33411 CONTACT: 304-818-1400 EMAIL: info@rapidpermitsllc.com		INSTALL 40K 8 POST CRADLE LIFT 841 W OCEAN DR, KEY COLONY BEACH		NO. 01 02		DESCRIPTION Blow Up Site Plan Blow Up Site Plan		REV. DATE 02/06/24 02/07/24		SHEET CONTENT: BLOW UP SITE PLAN		SHEET NO.: C 04 05	
		LOCATION: 841 W OCEAN DR, KEY COLONY BEACH Permit ID: 44-0246372-003-EE								DATE: 2/7/24			





841 W Ocean Dr, Key Colony Beach
SECTION DETAIL A
 SCALE: 1/4" = 1'



**RAPID PERMITS AND
ENGINEERING**

ADDRESS: PO Box 510572, Key Colony Beach,
FL 33931
CONTACT: 304-916-1400
EMAIL: info@rapidpermitseng.com

03/30/2026

PROJECT TITLE:

**INSTALL 40K 8 POST CRADLE LIFT
841 W OCEAN DR, KEY COLONY BEACH**

LOCATION: 841 W OCEAN DR, KEY COLONY BEACH
 Permit ID: 44-0246372-003-EE

SHEET NO.:

SHEET CONTENT:

**DETAILED
SECTIONS**

DATE: 2/7/24

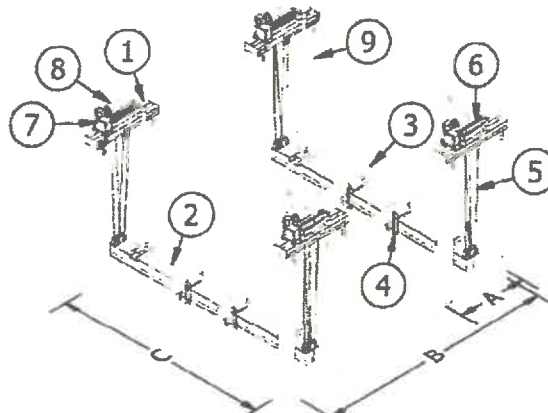
C 05

HURRICANE BOAT LIFTS

8 POLE LIFT ENGINEERING SPECIFICATIONS

STAINLESS STEEL PILING
MOUNT BRACKET WITH
2-3/8" BOLTS CONNECTING
THE BRACKET TO THE
ASSEMBLY. 1-3/8" x 3"
STAINLESS STEEL LAG BOLTS
INTO EACH SIDE OF THE
PILINGS

DETAIL
PILING PENETRATION
TO BE 10" INTO THE
SAND BOTTOM OR 5"
INTO THE ROCK STRATA
MINIMUM



	A	B	C
RECOMMENDED PILING SPACING	OUT TO OUT	CENTER TO CENTER	CENTER TO CENTER
40,000	60"	204"	187"
50,000	60"	204"	216"

	1	2	3	4	5	6	7	8	9
LIFT CAPACITY	TOP BEAM	LIFTER I-BEAM	BUNKS (STD)	BUNK BRACKET	CABLES	WINDERS	GEAR DRIVE UNIT	MOTOR H.P. V/A	REC. PILING SIZE
40,000	6" x 4" x 60" ALUM. I-BEAM	DBL 10" x 6" x .29/.50 x 192" 6061-T6 ALUM.	5" x 10" x 16' DBL PT CARPETED	3" x 2" x .25" ADJUSTABLE 6061-T6 ALUM.	3/8" x 65' 304 SS 4 PART	5" x 22" SOLID ALUMINUM	DIRECT DRIVE 450:1	1 1/2 HP	11" - 12" DIAMETER
50,000	8" x 5" x 60" ALUM. I-BEAM	DBL 12" x 7" x .31/.62 x 216" 6061-T6 ALUM.	5" x 10" x 16' DBL PT CARPETED	3" x 3" x .375" ADJUSTABLE 6061-T6 ALUM.	7/16" x 72' 304 SS 4 PART	5" x 22" SOLID ALUMINUM	DIRECT DRIVE 450:1	1 1/2 HP	12" DIAMETER

STRUCTURAL NOTES:

THE WORK SPECIFIED HEREIN HAS BEEN DESIGNED & ALL WORK SHALL BE IN ACCORDANCE WITH STRUCTURAL PROVISIONS OF THE 8TH EDITION 2023 FLORIDA BUILDING CODE. THIS LIFTING STRUCTURE HAS BEEN DESIGNED TO WITHSTAND WIND LOADS ASSOCIATED WITH WIND SPEEDS OF VULT=180 MPH, VASD= 139 MPH (3 SEC. GUST) EXPOSURE 'D' WITHOUT A BOAT ON THE LIFT PER ASCE 7-22 USING ABOVE GROUND SIGN/WALL METHOD, THE LIFTING STRUCTURE INCLUDING BOAT HAS BEEN DESIGNED TO WITHSTAND WIND SPEEDS OF VULT= 90 MPH IN EXPOSURE 'C' OR 80 MPH IN EXPOSURE 'D'.

OWNER RESPONSIBLE TO REMOVE BOAT FROM LIFT DURING WINDSTORM EVENT IN EXCESS VASD AS CALCULATED BELOW, PER FBC 3105.5.3 STRUCTURES DESIGNED TO BE READILY REMOVED OR REPOSITIONED DURING PERIODS OF HIGH WIND VELOCITY SHALL BE POSTED WITH A LEGIBLE AND READILY VISIBLE DECAL OR PAINTED INSTRUCTIONS TO BE THE OWNER OR TENANT TO REMOVE OR REPOSITION THE STRUCTURE OR PART THEREOF DURING SUCH PERIODS OF TIME AS ARE DESIGNATED BY THE U.S. WEATHER BUREAU AS BEING A HURRICANE WARNING OR ALERT. THE LIFT OWNER SHALL BE NOTIFIED OF THESE CONDITIONS BY THE PERMIT HOLDER. NO WARRANTY, EXPRESSED OR IMPLIED, IS CONTAINED HEREIN. VASD MAY BE CALCULATED BY THE FOLLOWING FORMULA: $VASD = v \cdot 0.6 \cdot VULT$. DESIGN OF BOAT WIND LOADING HAS BEEN PERFORMED WITH THE FOLLOWING RATIOS AS CONFIRMED BY OTHERS: $B/s=3$, $s/h = 0.75$, FOR A Cf OF 1.6 MAXIMUM WHERE H IS THE HEIGHT TO TOP OF BOAT, B IS HORIZONTAL DIMENSION, AND S IS VERTICAL DIMENSION.

NAME: Hurricane Boat Lifts South
ADDRESS: 88665 Overseas Hwy
CITY: Tavernier STATE: FL ZIP: 33070

OSCAR M. BERMUDEZ, PE.
REG. FLORIDA NO. 55141



Digitally
signed by
Oscar M
Bermudez
Date:
2025.05.28
11:57:31
-04'00'

HURRICANE BOAT LIFTS
3301 SE SLATER STREET
STUART, FLORIDA 34997
(772)-781-2556
FAX (772)-781-4854

B&B ENGINEERS,
2237 WOODS EDGE CIRCLE
ORLANDO, FL 32817

PG 1 OF 2

REVISION HISTORY				
REV	DESCRIPTION	DATE	DESIGNER	APPROVED
A	INITIAL RELEASE	9/27/2023	J.N.	
B	BUILDING CODE WAS 7TH EDITION 2020	1/29/2024	T.U.	
C	ASCE CODE WAS 7-16	2/13/2024	T.U.	

HURRICANE BOAT LIFTS

8 POLE LIFT ENGINEERING SPECIFICATIONS

CERTIFICATION OF BOAT LIFT TO EXISTING STRUCTURE AND ALL ELECTRICAL OR MECHANICAL CERTIFICATIONS ARE BY OTHERS; ENGINEER SEAL CERTIFIES ASSEMBLY OF LIFT ONLY. THIS DETAIL IS PREPARED AS A GENERAL NON-SITE SPECIFIC MASTER PLAN SHEET DETAIL. TYPICAL FIELD CONDITIONS ARE ASSUMED IN THE DESIGN. WOOD PILES SHALL BE SEASONED WOOD WITH $G=0.55$ OR BETTER. SHOULD ANY SPECIFIC LOCATION DIFFER FROM THAT SPECIFIED HEREIN, OR STANDARD FIELD CONDITIONS, ADDITIONAL SPECIFIC ENGINEERING MAY BE REQUIRED AS DETERMINED BY THE BUILDING INSPECTOR AND PERMITTING CONTRACTOR. CARE SHALL BE TAKEN BY CONTRACTOR IN ALL APPLICATIONS OF THIS DETAIL. AS THIS IS NOT A SITE SPECIFIC DRAWING, IT IS THE RESPONSIBILITY OF OTHERS TO ENSURE THE INTEGRITY OF INSTALLATION TO THE HOST STRUCTURE.

ALUMINUM

MATERIAL: 6061 T6 ALUMINUM

ALL WELDS ARE MIN. 1/4" FULL FILLET WELD USING 5556 FILLER ALLOY. ALL WELDING MUST CONFORM TO AISC STEEL CONSTRUCTION MANUAL 13TH ED AS INSPECTED AND VERIFIED BY OTHERS. THE CONTRACTOR IS RESPONSIBLE TO INSULATE ALUMINUM MEMBERS FROM DISSIMILAR METALS TO PREVENT ELECTROLYSIS.

FASTENERS

ALL ANCHORS TO BE HILTI BRAND OR MFR EQUIVALENT. ALL BOLTS SHALL BE HOT DIPPED GALVANIZED, OR STAINLESS STEEL & MEET THE REQUIREMENTS OF ASTM A304 WITH HARDENED WASHERS AND HEX NUTS. WASHERS SHALL BE USED BETWEEN WOOD & BOLT HEAD & BETWEEN WOOD & NUT. WHERE GENERIC FASTENERS ARE LABELED IN DETAILS, CAPACITIES SHALL BE EQUAL TO OR GREATER THAN HILTI KWIK BOLT II OR RED HEAD THRU BOLTS. EMBEDMENT DEPTHS SPECIFIED HEREIN ARE DEPTHS INTO SOLID SUBSTRATE AND DO NOT INCLUDE THICKNESS OF STUCCO OR OTHER FINISHES.

ALUMINUM MEMBERS IN CONTACT WITH CONCRETE AND WOOD SHALL BE PROTECTED BY HDPE (HIGH DENSITY POLYETHYLENE) BARRIER WRAP OR POLYETHYLENE TAPE UHMW (ULTRA HIGH MOLECULAR WEIGHT) 11.7 mils (0.30 mm) MIN. TOTAL THICKNESS IN ACCORDANCE WITH CURRENT FLORIDA BUILDING CODE. ALL WELDS PER FLORIDA BUILDING CODE.

B&B ENGINEERS HAS NOT VISITED THIS JOBSITE. INFORMATION CONTAINED HEREIN IS BASED ON CONTRACTOR SUPPLIED DATA AND MEASUREMENTS. B&B ENGINEERS SHALL NOT BE HELD RESPONSIBLE OR LIABLE IN ANY WAY FOR ERRONEOUS OR INACCURATE DATA OR MEASUREMENTS. WORK SHALL BE VERIFIED PRIOR TO CONSTRUCTION. B&B ENGINEERS SHALL BE NOTIFIED AND GIVEN AN OPPORTUNITY TO REEVALUATE OUR WORK UPON DISCOVERY OF ANY INACCURATE INFORMATION PRIOR TO MODIFICATION OF EXISTING FIELD CONDITIONS AND FABRICATION AND INSTALLATION OF MATERIALS.

ENGINEERING SEAL AFFIXED HERETO VALIDATES STRUCTURAL DESIGN AS SHOWN ONLY. USE OF THIS SPECIFICATION BY CONTRACTOR, et. al. INDEMNIFIES & SAVES HARMLESS THIS ENGINEER FOR ALL COSTS & DAMAGES INCLUDING LEGAL FEES & APPELLATE FEES RESULTING FROM MATERIAL FABRICATION, SYSTEM ERECTION & CONSTRUCTION PRACTICES BEYOND THAT WHICH IS CALLED FOR BY LOCAL, STATE, & FEDERAL CODES & FORM DEVIATIONS OF THIS PLAN, EXCEPT AS EXPRESSLY PROVIDED IN HEREIN, NO CERTIFICATION OR AFFIRMATIONS ARE INTENDED.

MOTOR SPECIFICATIONS		
H/P	VOLTS	AMPS
3/4	115/230	9.8/4.9
1	115/230	13.6/6.8
1/2	115/230	19.2/9.8
2	115/230	24.8/12.4



FLORIDA DEPARTMENT OF Environmental Protection

Southeast District Office
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406
561-681-6600

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

February 29, 2024

Jesse Schmid
841 W Ocean Dr.
Key Colony Beach, FL 33051
Sent via agent's email: Kristie@rapidpermitting.com

File No.:44-0246372-003-EE, Monroe County

Dear Jesse Schmid:

On February 16, 2024, we received your request for verification of exemption to perform the following activities: to install a new boat lift at an existing single-family residence. The project is located in the Atlantic Ocean, Class III Waters, adjacent to 841 W Ocean Dr, Key Colony Beach (Section 08, Township 66 South, Range 33 East), in Monroe County (Latitude N 24° 43' 7.1929", Longitude W -81° 1' 16.2841").

Your request has been reviewed to determine whether it qualifies for (1) a regulatory exemption, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal approval that may be necessary for work in wetlands or waters of the United States.

Your project qualifies for all three. However, this letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity.

If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

If you have any questions regarding this matter, please contact William Lange at 561-681-6609 or William.Lange@FloridaDEP.gov.

1. Regulatory Review – VERIFIED

Based on the information submitted, the Department has verified that the activity as proposed is exempt under Chapter 62-330.051(5)(h), Florida Administrative Code, from the need to obtain a regulatory permit under Part IV of Chapter 373 of the Florida Statutes.

www.floridadep.gov

JESSE SCHMID / 841 W OCEAN DRIVE / 40K BOAT LIFT

Statement from Mr. Schmid:

I own a 46 ft. Invincible center console fishing boat. I keep it at the Key Colony Marina full time, and I plan to continue to keep it there. I am not interested in keeping it at my house all the time. The main reason that we want to have a 40,000-pound boat lift approved is so that my two sons, Brody and Royce, who use wheelchairs due to their diagnosis of Duchenne Muscular Dystrophy, will be able to go out fishing with me. My boat has a crane to lift my children so they can get onto the boat, as the marina access is not handicapped accessible. I will not be keeping the boat at my house. It will only be there on occasions when I take my boys out on the water.

Below please find letters from Rare Disease Research confirming their participation in a clinical trial for this disease.



Rare Disease Research
1730 Northeast Expressway NE
Atlanta, GA 30329
470-574-5717



15 Jan 2025

Re: Brody Schmid

To Whom It May Concern,

I am writing on behalf of Brody Schmid, who is currently participating in a clinical trial at Rare Disease Research. The trial involves monthly infusions of an investigational product as part of his treatment for Duchenne Muscular Dystrophy (DMD).

As part of the treatment, it is not uncommon for patients to experience side effects following their monthly infusions. These side effects may include fevers, flu-like symptoms, vomiting, and general discomfort. The onset of these symptoms typically occurs between 3 to 7 days post-infusion and can impact the patient's ability to attend school or participate in regular activities during this time.

We kindly request that you take this information into consideration when reviewing Brody's attendance records. These absences are a direct result of his participation in the clinical trial, which is an important part in managing his condition. If any additional documentation or clarification is required, please do not hesitate to contact our office at 470-574-5717 or kallie.platt@rarediseaseresearch.com.

We greatly appreciate your understanding and support in accommodating Brody's medical needs.

Sincerely,

A handwritten signature in black ink that reads "Kallie Platt". The signature is fluid and cursive, with the first name "Kallie" and last name "Platt" clearly distinguishable.

Kallie Platt, MSN, CPNP-AC
Nurse Practitioner, Sub-Investigator

Rare Disease Research
1730 Northeast Expressway NE
Atlanta, GA 30329
470-574-5717



15 Jan 2025

Re: Royce Schmid

To Whom It May Concern,

I am writing on behalf of Royce Schmid, who is currently participating in a clinical trial at Rare Disease Research. The trial involves monthly infusions of an investigational product as part of his treatment for Duchenne Muscular Dystrophy (DMD).

As part of the treatment, it is not uncommon for patients to experience side effects following their monthly infusions. These side effects may include fevers, flu-like symptoms, vomiting, and general discomfort. The onset of these symptoms typically occurs between 3 to 7 days post-infusion and can impact the patient's ability to attend school or participate in regular activities during this time.

We kindly request that you take this information into consideration when reviewing Royce's attendance records. These absences are a direct result of his participation in the clinical trial, which is an important part in managing his condition. If any additional documentation or clarification is required, please do not hesitate to contact our office at 470-574-5717 or kallie.platt@rarediseaseresearch.com.

We greatly appreciate your understanding and support in accommodating Royce's medical needs.

Sincerely,

A handwritten signature in black ink that reads "Kallie Platt". The signature is written in a cursive, flowing style.

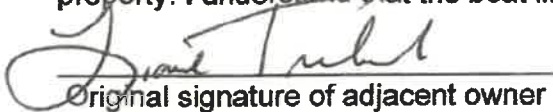
Kallie Platt, MSN, CPNP-AC
Nurse Practitioner, Sub-Investigator

LETTER OF CONCURRENCE FOR BOAT-LIFT INSTALLATION

TO: Jesse Schmid
841 W Ocean Drive
Key Colony Beach, FL 33051

FR: Lionel & Cynthia Trebilcock
821 W Ocean Drive
Key Colony Beach, FL 33051

I hereby state that I am the owner of the adjacent property located next to 841 W Ocean Drive in Key Colony Beach and do not object to a boat lift being installed at this property. I understand that the boat lift will be installed according to the plan below.


Original signature of adjacent owner

1-16-2026
Date

Lionel TREBILCOCK
Printed name of adjacent owner



Owners at Castillo del Sol Condominiums
799 West Ocean Drive
Key Colony Beach, Florida 33051

April 10, 2026

City Hall Auditorium
City of Key Colony Beach
600 West Ocean Drive
Key Colony Beach, Florida 33051

ATTN: Planning and Zoning Board

Dear Sirs:

It has recently come to our attention that there is a pending proposal for placement of a 40K 8 post cradle boat lift to be located at 841 West Ocean Drive in our city of Key Colony Beach.

We currently reside in an adjacent property at 799 West Ocean Drive and while we understand and can fully empathize with the rationale for this proposal, we wish to respectfully voice our strong opposition to this plan.

For one, we understand that this to be a sizeable installation designed to accommodate a 46-foot boat.

Secondly, we are in full concurrence with the concerns cited by our neighbors located at The Residences at West Ocean Drive (see attached letter) who have expressed justified apprehension with regard to recreational safety factors, electrical safety concerns, environmental impact, substantial view obstruction, and increased storm and hurricane risk.

Finally, there is the all-important issue of "established precedent." The City of Key Colony Beach has prided itself in promoting a community of matchless beauty that includes an oceanfront that is uncluttered and as close to pristine as to be found anywhere in the Keys. By allowing this

installation, the city will be opening the door to future boat lifts being constructed resulting in irreparable disfigurement to our beautiful coastline.

For the above reasons, we request the Planning and Zoning Board deny the request to install the proposed boat lift, and recommend instead, that the applicant pursue other available options.

Respectfully,

Robert and Gail Zimmerman

John Rudolph

Unit 4D, Castillo del Sol Condominiums

Betsy Egan

Unit 3D, Castillo del Sol Condominiums

Stephen and Phyllis Pastore

Unit 104, Castillo del Sol Condominiums

Richard and Theresa Hughes

Unit 105, Castillo del Sol Condominiums

THE RESIDENCES AT WEST OCEAN DRIVE

FEBRUARY 26, 2026

Mr. Jesse Schmid
841 W Ocean Drive
Key Colony Beach, FL 33051

Mr. Schmid...

Dale Bruns (Bruns Family, LLP), one of five owners in our condominium association, recently received the "Letter of Concurrence for Boat Lift Installation" (below) you requested. Neither our association nor the other four owners received your letter, or any other communication regarding a boat lift.

For the record.. The Residences association board and all five owners reviewed and respectfully oppose installation of the proposed boat lift for reasons including the following...

1. Recreational Safety Concerns... Boat maneuvering operations would be in close proximity to recreational swimming, children playing in the water, paddleboarding, and kayaking that would present safety concerns that cannot be ignored.
2. Electrical Safety Concerns... The proposed lift will require electrical service. The presence of electrical infrastructure over or adjacent to waters in close proximity to recreational swimming, children playing at water's edge, paddleboarding, and kayaking presents safety concerns that cannot be ignored.
3. Environmental impact ... The vicinity of the proposed installation contains seagrass habitat. Installation, shading, and vessel activity associated with a lift could negatively affect this protected marine environment.
4. Substantial View Obstruction... the proposed boat lift and boat would materially and substantially obstruct the ocean views from our condominium units. These view corridors represent a significant property value component.
5. Increased Storm and Hurricane Risk... Boat lifts and elevated vessels face a high risk of structural damage from high winds and storm surges. In the event of a tropical storm or hurricane, these structures may fail and cause secondary damage to our building, swimming pool, and surrounding grounds.

For these obvious reasons, there are presently no boatlifts located anywhere on Key Colony's Beach.

The Residences Board of Directors and each of the condo owners respectfully oppose construction of a boat lift on your 841 West Ocean Drive, Key Colony Beach property.

Respectfully,

THE RESIDENCES BOARD OF DIRECTORS and owners...

Bruns Family, LLP

Thomas R. Benck & Tracy Benck

James I. Howe & Betty K. Howe

Charles Martin Family, LLC

Stephen W. Cole Revocable Trust

THE RESIDENCES AT WEST OCEAN DRIVE

FEBRUARY 26, 2026

LETTER OF CONCURRENCE FOR BOAT-LIFT INSTALLATION

TO: Jesse Schmid
841 W Ocean Drive
Key Colony Beach, FL 33051

FR: Bruns Family LLLP
901 W Ocean Drive
Key Colony Beach, FL 33051

I hereby state that I am the owner of the adjacent property located next to 841 W Ocean Drive in Key Colony Beach and do not object to a boat lift being installed at this property. I understand that the boat lift will be installed according to the plan below.

Original signature of adjacent owner _____ Date _____

Printed name of adjacent owner _____



Owners at Castillo del Sol Condominiums
799 West Ocean Drive
Key Colony Beach, Florida 33051

April 28, 2026

City Hall Auditorium
City of Key Colony Beach
600 West Ocean Drive
Key Colony Beach, Florida 33051

ATTN: Planning and Zoning Board

Dear Members of the Planning and Zoning Board:

This letter is a follow-up to a previous correspondence to the Planning and Zoning Board dated April 10, 2026 regarding a proposed placement of a 40K, 8 post cradle boat lift to be located at 841 West Ocean Drive.

It is our understanding that despite what appears to be tentative approval, that there remains open discussion regarding this proposal. Accordingly, we would like to put forth additional justifications to support our opposition to this plan.

1. Noted in the application is a letter from the Florida Department of Environmental Protection dated February 29, 2024 approving this project based on information submitted to the department. There is no indication that anyone from that agency made an "on-site" visit to evaluate first-hand the actual impact of this project on our fragile marine environment. Also, this approval was granted 2 years ago when the original proposal was for a much smaller structure.
2. The petitioner states that it is his intention to only use this boat lift on a "part-time basis." However, when given the convenience of having his boat immediately available, it's hard to believe that this will not in fact, become a "full-time" indulgence.

Furthermore, it has come to our attention that the petitioner owns 2 large boats raising the real possibility that both vessels may at some point be moored at the same location.

3. "Safety." It is well known that we have local residents, ourselves included, who regularly swim, paddle boat, wind surf and snorkel in the immediate area of this proposed dock and boat lift. Visibility of these participants when in the water is extremely poor. A large boat navigating this area raises serious safety issues and/or may discourage people from even going into the water to avoid this risk.
4. "Liability." Some of us at Castillo del Sol have been owners or residents for 35+ years. We have experienced first-hand the unimaginable destruction generated by severe weather, especially hurricane wind and ocean surges. And in spite of every reassurance and precaution there is risk that all, or parts of this dock/boat lift may become separated and cause catastrophic damage to structures on land. As adjacent property owners we have concerns as to who bears responsibility for any damages that may impact our land or buildings should this occur. Is it the petitioner who is liable, or is it the City of Key Colony Beach who approved the placement of this structure?
5. Lastly, we're back again to the fundamental concept of "established precedent." We are aware that the city of Key Colony Beach, like most of Marathon, is centered around boating and fishing. However, the ocean front is the only real beach area that Key Colony Beach can take pride in. Once there is formal approval for placing a boat lift along ocean front property there becomes an established precedent for additional lifts. This has the very real potential to dramatically disfigure the beautiful coastline that is ocean front to the City of Key Colony Beach. We urge you, our city leaders to give this ruling very serious consideration as it will have profound impact for future generations.

These, as well as the previously cited concerns in our letter from April 10 are why we respectfully, but strongly oppose placement of a boat lift at 841 West Ocean Drive. We believe there are other potential options short of building this structure, and once again encourage the applicant to consider pursuing alternative plans.

Since it appears that the proposal for this boat lift is proceeding, we would like the Zoning Board to know that we will be sending a copy of our letters to the City Commissioners of Key Colony Beach so that they are equally aware of our position in opposing this application.

Respectfully,

Gail and Dr. Robert Zimmerman (Unit 4)

Dr. and Mrs. Robert Zimmerman

John Rudolph (Unit 4)

*Gail Zimmerman
on behalf of
John Rudolph*

Betsy Egan (Unit 3)

*Theresa Hughes
on behalf of
Betsy Egan*

Dr. Jeff and Julie Kesler (Unit 103)

Dr. & Mrs. Jeff Kesler

Stephen and Phyllis Pastore (Unit 104)

Mr. & Mrs. S. Pastore

Richard and Terry Hughes (Unit 105)

*Mr. & Mrs. Richard
Hughes*

Alex and JoAnn Lieblong (Unit 2)

*Alex Lieblong
JoAnn Lieblong*

City of Key Colony Beach

PO Box 510141 Key Colony Beach, Florida • Phone # 305-289-1212 • Fax# 305-289-1767



April 15, 2026

To: The City of Key Colony Beach Board of Commissioners

From: The Key Colony Beach Planning & Zoning Board

Re: Discussion/Recommendation for Approval for the installation of a 40,000 lb. Cradle-Style Boat Lift for the property at 841 W. Ocean Drive

The Planning & Zoning Board reviewed the applicant's request to install a 40,000 Elevator-Style Boatlift on the property at 841 W. Ocean Drive on April 15th, 2025. The Board discussed the proximity of the boat lift to a swimming area and potential liability, the adequacy of the Army Corps of Engineers Site Review, and the need for further evaluation of the site-specific issues. After discussion, the Board voted on the request as follows:

MOTION: Motion made by Lynne Conkling to accept the application for a boatlift at 841 W. Ocean Drive, based on the following findings: The Subject property is located on the open-ocean side of Key Colony Beach, where nearshore waters are shallow and commonly used for wading and swimming. The applicant will provide site-specific evidence demonstrating that the proposal will not create unsafe interactions between vessels and swimmers, and the City Attorney will review and make a recommendation on compliance with legal provisions for permitting. Chair Lancaster seconded the motion.

FURTHER DISCUSSION: Building Official Loreno commented on the DEP verbiage of an existing mooring area and his understanding that the proposed lift meets environmental standards that minimize impact on seagrass, mangroves, and navigation. Lenny Geronemus asked for a possible grandfathering clause of the original permit. Building Official Loreno stated that he had not been present at the time of the original permit approval, but that the original permit had expired and was no longer relevant, and commented on not being able to grandfather in potential hazardous conditions once known. Skip Helme commented that if the boatlift were installed, there would be less activity with boats coming in and out of the ocean to the dock area, where the lift would pose less risk than coming to the dock. Lenny Geronemus agreed with the statement. Lynne Conkling stated that she had to base her decision on perceived rules, opposition's stated potential swimming issues, and considerations of responsibility. Vice-Chair Walsh commented on existing boat traffic, boatlifts along the water's edge, and beaches. Lynne Conkling stated to have specifically

City of Key Colony Beach

PO Box 510141 Key Colony Beach, Florida • Phone # 305-289-1212 • Fax# 305-289-1767



looked at beachfront properties, and it was reasonable to approve the request after legal review for the city not subjecting itself to liability, knowing there is a swimming area adjacent. Lynne Conkling repeated her motion to conditionally approve the application once legal review determined that no hazard was being approved.

ON THE MOTION: Rollcall vote. Unanimous approval.

Final Recommendation: The Planning & Zoning Board recommends that the City of Key Colony Beach Board of Commissioners approve the request for the installation of the lift for the property located at 841 W. Ocean, with conditions as stated in the motion.

George Lancaster, Planning & Zoning Board Chair

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Ocean Drive Water Quality Improvements Project** Agreement Number: **KG011**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Key Colony Beach** Entity Type: **Local Government**

Grantee Address: **600 W Ocean Drive, Key Colony Beach, Florida 33051** FEID: **59-6044074**

(Grantee)

3. Agreement Begin Date: **July 1, 2025** Date of Expiration: **September 30, 2029**

4. Project Number: **(If different from Agreement Number)** Project Location(s): **Lat/Long: (24.7206, -81.0191)**

Project Description: **The Grantee will make stormwater infrastructure improvements along Ocean Drive and connected streets in the City of Key Colony Beach to enhance stormwater collection, storage, and treatment.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
\$ 2,277,610.00	☒ State ☐ Federal	Keys, GAA LI 1550, FY 25-26, GR	\$ 2,277,610.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 2,277,610.00

6. Department's Grant Manager	Grantee's Grant Manager
Name: Kate Pace	Name: Silvia Roussin
or successor	or successor
Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd., MS 3602 Tallahassee, FL 32399-3000	Address: P.O. Box 510141 600 West Ocean Drive Key Colony Beach, FL 33051-0141
Phone: 850-245-2864	Phone: 305-289-1212
Email: Katelyn.Pace@FloridaDEP.gov	Email: cityclerk@keycolonybeach.net

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Key Colony Beach	GRANTEE
Grantee Name	
By  (Authorized Signature)	2.23.2026 Date Signed

Freddie Foster, Mayor

Print Name and Title of Person Signing	
State of Florida Department of Environmental Protection	DEPARTMENT
By  Secretary or Designee	Digitally signed by Angela Knecht Date: 2026.02.23 13:21:13 -05'00' Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing
--

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Kate Pace

Digitally signed by Kate Pace
Date: 2026.02.23 12:28:29 -05'00'

Kate Pace, DEP Grant Manager

**Nathan
Jagoda**

Digitally signed by Nathan
Jagoda
Date: 2026.02.23
12:39:18 -05'00'

Nathan Jagoda, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement;
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
 - (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

Attachment 1

2 of 14

- ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

Attachment 1

3 of 14

- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

Attachment 1

4 of 14

- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

Attachment 1

5 of 14

- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply 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, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply 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, proposals, or replies on leases of real property to a 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.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
 - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

- ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
 - iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
 - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
 - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
 - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
 - d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

Attachment 1

12 of 14

- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

Attachment 1

14 of 14

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. KG011**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Ocean Drive Water Quality Improvements Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2025 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting/Subawards.

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Ocean Drive Water Quality Improvements Project

PROJECT LOCATION: The Project will be located in the City of Key Colony Beach within Monroe County; Lat/Long (24.7206, -81.0191).

PROJECT BACKGROUND: The City of Key Colony Beach's (Grantee) original stormwater system was constructed prior to current regulatory standards and was originally designed to discharge untreated runoff directly to city canals and the Atlantic Ocean. This system contributes to nutrient loading, water quality degradation, and roadway flooding during heavy rainfall events. Ocean Drive is particularly vulnerable and serves as the only internal access route to the Sadowski Causeway, the city's sole evacuation route to the Overseas Highway.

The project will enhance the existing stormwater collection and treatment system along Ocean Drive and connected roadways along Ocean Drive by increasing storage, improving drainage reliability, and providing additional stormwater treatment. These improvements will reduce nutrient and pollutant loads to sensitive nearshore waters while improving roadway resiliency and maintaining critical emergency access.

PROJECT DESCRIPTION: The Grantee will make stormwater infrastructure improvements along Ocean Drive and connected streets in the City of Key Colony Beach to enhance stormwater collection, storage, and treatment. Improvements will include construction of exfiltration trenches, baffle boxes, control weirs, permeable pavers, and modification of existing stormwater outfall components to improve hydraulic performance and pollutant removal.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs: \$60,000 from the City of Key Colony Beach. A summary of the local contributions will be required in the Final Quarterly Progress Report, and financial supporting documentation shall be provided upon request.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete the design of stormwater improvements along Ocean Drive and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, pre-design studies, and environmental assessments are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager.

For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the project.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Project Management

Deliverables: The Grantee will provide project management services related to Ocean Drive Water Quality Improvements Project, to include review of documents and forms, budget oversight, preparation and submittal of quarterly progress reports, processing of payment requests and related documentation, field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Task 4: Construction

Deliverables: The Grantee will construct Ocean Drive Water Quality Improvements Project in accordance with the final design.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For payment requests that include Contractual Services, the Grantee shall provide documentation of the procurement process, as consistent with Attachment 1, Section 9.c.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	\$208,300	07/01/2025	3/31/2029
2	Bidding and Contractor Selection	Contractual Services	\$7,500	07/01/2025	3/31/2029
3	Project Management	Contractual Services	\$61,060	07/01/2025	3/31/2029
4	Construction	Contractual Services	\$2,000,750	07/01/2025	3/31/2029
Total:			\$2,277,610		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@floridadep.gov

Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

1 of 6

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

Attachment 5

3 of 6

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2025-2026	37.039	Statewide Water Quality Restoration Projects – LI 1550	\$2,277,610.00	141115
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$2,277,610.00	
-------------	----------------	--

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/compliance.aspx>]). The services purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

Attachment 5, Exhibit 1

6 of 6

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

The City of Key Colony Beach, Florida

REQUEST FOR QUALIFICATIONS

RFQ NO. 26-001: PROFESSIONAL ARCHITECTURE AND ENGINEERING SERVICES

The City of Key Colony Beach, Florida (hereinafter the "City"), is requesting qualifications from Florida-registered, licensed professional architecture and engineering firms or teams to provide general architecture and engineering services to the City. Responses to this solicitation will be accepted by the City until:

May 11, 2026, at 3:30 PM ET

Responses should be submitted by mail, hand delivery or express mail in a sealed envelope with the respondent's name and return address. Responses must include one (1) original and five (5) copies, as well as one (1) electronic version on a thumb drive. The outside of the envelope/box used for the sealed proposals should be marked as follows:

"DO NOT OPEN"

"RFQ NO. 2026-001: PROFESSIONAL ARCHITECTURE AND ENGINEERING SERVICES"

Firm's Name and Address

Responses should be mailed or delivered to:

ATTN: JOHN BARTUS, CITY ADMINISTRATOR
600 W. OCEAN DRIVE
KEY COLONY BEACH, FL 33051

Tel: (305) 289-1212

Email: cityadministrator@keycolonybeach.net

Responses are due no later than the time and date specified in the RFQ. Any proposals received after that time and date will not be opened. No responses may be withdrawn or modified after the due date and time. Any individual requiring special assistance must notify cityadministrator@keycolonybeach.net in writing 48 hours in advance so that arrangements can be made. Proposals by electronic mail, telephone or transmitted by facsimile (FAX) machine will not be accepted. The City reserves the right to reject any and all proposals if it is deemed to be in the best interest of the City.

Any and all questions concerning this Request for Qualifications should be in writing and emailed to John Bartus at cityadministrator@keycolonybeach.net by April 30, 2026 at 4:00 PM ET

Complete RFQ documents and addendum can be downloaded from www.demandstar.com and at the City website at <https://keycolonybeach.net/>. Respondents are responsible to check for addendums prior to submittal.

ANTICIPATED SCHEDULE OF EVENTS*

The tentative schedule of events, relative to this solicitation, shall be as follows:

<u>Event</u>	<u>Date (on or by)</u>
Solicitation of RFQ	April 20, 2026
Last day for questions/clarification	April 30, 2026 - 4:00 PM ET
Last day for addendum to be posted	May 4, 2026 - 4:00 PM ET
Submission deadline & Bid Opening	May 18, 2026 - 3:30 PM ET
Evaluation Committee Initial Meeting	May 27, 2026 - 3:30 PM ET
Oral Presentations to Evaluation Committee with Short-listed Firms (if elected by Evaluation Committee)	June 9, 2026 - 3:30 PM ET
Evaluation Committee Determination and Recommendation for Award(s) to City Commission	June 9, 2026 - immediately following oral presentations if any, otherwise 3:30 PM ET
Consideration of Award(s) by City Commission	June 18, 2026 - 3:30 PM ET

Note: All dates and times above are subject to change at the City's discretion.

Please note that the City reserves the right to reject any and all responses received pursuant to this RFQ 26-001, re-advertise RFQ 26-001, waive informalities, and the City may enter into a contract determined, in the sole discretion of the City, to be in its best interest, in accordance with the Terms and Conditions referenced herein.

*Schedule may be subject to change based on operations. Any change will be updated on Demandstar.

RFQ NO. 26-001: PROFESSIONAL ARCHITECTURE AND ENGINEERING SERVICES

1. STATEMENT OF SERVICES

- 1.1 Pursuant to this Request for Qualifications (“RFQ”) package and in compliance with the Consultant’s Competitive Negotiation Act (“CCNA”), Florida Statutes Section 287.055, 2 Code of Federal Regulations (CFR) Part 200, and all other applicable Federal, State and local regulations, and the rules and regulations of all authorities having jurisdiction over any part of the services provided under this RFQ, the City is requesting sealed Qualifications Statements from State of Florida Certified Architecture and Engineering Firms to provide professional architecture and engineering services for work to be performed on a continuing contract basis as required and directed by the City, on its various new construction, remodeling, renovation, life safety, infrastructure, maintenance and repair projects. Firms interested in providing Architecture and Engineering Services (A/E) should have proven experience with Florida local government projects.
- 1.2 Prohibition Against Contracting With Scrutinized Companies. Pursuant to Florida Statutes § 287.135, Firms responding to this solicitation must certify that the Firm is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Additionally, the Firm must certify that it is not on the Scrutinized Companies that Boycott Israel List and is not participating in a boycott of Israel. The City shall have the option to terminate its contract with the Firm if the Firm is found to have submitted a false certification, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, been engaged in business operations in Cuba or Syria, or if the Firm is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- 1.3 Trade Secrets. The Florida Legislature has determined in Florida Statutes § 815.04(3) (as to electronic records), and § 815.045 (as to all other records) that trade secret information, as defined in Florida Statutes § 812.081(1)(c), is confidential and exempt from public records disclosure. The statutory definition provides:

“Trade secret” means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information, which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. The term includes any scientific, technical, or commercial information, including financial information, and includes any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:

 1. Secret;
 2. Of value;
 3. For use or in use by the business; and
 4. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it when the owner thereof takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes.

However, the City will not be aware that a bid, proposal, or other response to a procurement solicitation contains such information. Therefore, bidders, proposers or other persons or entities responding to City solicitations must specifically and clearly identify all portions of their responses which are believed to be a

trade secret, as defined by the law, and must, as to each such designation, provide the basis upon which the designated information is a trade secret. PLEASE NOTE that under Florida law, a private party cannot render public records exempt from disclosure as containing trade secrets merely by designating information it furnishes a governmental agency as confidential. Thus, the mere designation of an entire submission as “confidential” will be insufficient to comply with this requirement.

- 1.4 While the City will, to the extent possible, cooperate in any court action a bidder, proposer or responder may bring against any third-party requesting to inspect and copy portions of a response asserted to be a trade secret, if a bidder, proposer or responder fails, prior to the submission of their materials to the City, to specifically and clearly designate information therein as a trade secret and to provide the supporting explanation for the designation, the right to assert the exemption may be lost, and the information may be subject to inspection and copying as otherwise provided for under the Public Records Act.
- 1.5 In the event any record is requested under the Public Records Act, procurement staff will consult with the City’s legal counsel and, if City’s legal counsel agrees with the designation, the City will assert the exemption and redact the relevant materials. If the City’s counsel disagrees with the designation, City staff will inform the bidder, proposer or responder and that person or entity may file an injunctive or declaratory judgment action and seek such emergency orders as desired to protect the information. The City notes that absent some unusual justification, a bidder’s or proposer’s contract price shall not constitute a trade secret.

2. SCOPE OF SERVICES

- 2.1 The qualified firm(s) engaged shall provide professional architecture and professional engineering services, including but not limited to, design, plan review, permitting, specification development, process evaluation, cost estimation, bid assistance, bid and construction documents, construction management, inspections, etc., as directed by the City on an as-needed basis and as may be requested from time to time by the City. Work will be completed in sufficient detail to enable the City to advertise for and obtain on a competitive basis, the most favorable cost proposals from qualified contractors. Design plans shall meet all applicable Federal, State, County and Local regulatory agency requirements.
- 2.2 Professional services contemplated include cost studies, feasibility studies, traffic studies, other study activities, planning and capital needs assessments, regulatory permitting and compliance, design, consulting, and various services, including but not limited to survey and topography, site development, landscape architecture, traffic analysis, and project management, during construction.
- 2.3 Firms must submit a qualifications proposal that includes both professional architecture and professional engineering disciplines to receive a continuing contract to provide professional continuing contract services to the City. The City will not accept qualifications proposals that are for one discipline only.
- 2.4 The Firm shall be familiar with, and work performed for the City shall conform to and be in compliance with, applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures, and directives.
- 2.5 It is the intent of the City to enter into an agreement with one or more qualified firms for each discipline. The initial term of the agreement(s) shall be for a period of three (3) years with an option to renew for an additional two (2) year term. No representation or guarantee is made by the City as to minimum or maximum dollar value, volume of work, or type of work that any firm will receive during the full term of the agreement.

3. REQUIREMENTS

- 3.1 Firms must meet the following requirements:

- 3.1.1 Experience designing projects for municipal, county, special districts, or other similar governmental agencies in the State of Florida;
- 3.1.2 Experience working with construction firms, as well as with construction management firms participating in both the design and construction phases of projects;
- 3.1.3 Demonstrated experience working in a collaborative team environment with project owner and other stakeholders during the design process;
- 3.1.4 Authorized to do business in the State of Florida and must possess professional service registrations in accordance with applicable statutes, regulations, and rules;
- 3.1.5 Personnel of the Firm must have current licenses in the State of Florida and be in good standing;
- 3.1.6 Firms must be knowledgeable of, and in compliance with, the requirements of all federal, state, and local laws and regulations applicable to the provision of their services;
- 3.1.7 The selected Firm(s) and its (their) subconsultants (if any), will be required to meet the insurance requirements of the City specified in **Exhibit 1: Agreement for Continuing Contract Professional Services**.
- 3.1.8 Firms must provide evidence that they have the following insurance coverages at the time of proposal submission by completing **Attachment "L": Insurance Certificate**. Insurance coverage for the City shall include the following:
Umbrella liability insurance shall not be less than \$1,000,000 each occurrence and \$1,000,000 aggregate. Professional liability insurance shall have limits of not less than \$1,000,000 each claim, \$2,000,000.00 aggregate.
- 3.1.9 In accordance with Florida law, selected Firms will be required to make sworn Statements regarding Public Entity Crimes and Contingent Fees.
- 3.1.10 If applicable, selected Firms will be required to execute a Truth-in-Negotiation Certificate as required by Section 287.055(5)(a), F.S.
- 3.1.11 Statements of Qualifications must be submitted to the City on or before the time and date and at the place and in the manner indicated in this RFQ; and
- 3.1.12 Costs of participating in the selection process, including presentations to the City, are solely those of the Firm and the City will assume no responsibility for any cost.

4. STATEMENT OF QUALIFICATIONS SUBMITTAL FORMAT

- 4.1 All of the components outlined below must be included in responses to this solicitation.
- 4.2 Firms shall submit one (1) original and five (5) exact hard copies in a sealed envelope or container. The outside of the envelope/box used for the sealed proposals should be marked as follows:
"DO NOT OPEN"
"RFQ NO. 26-001: PROFESSIONAL ARCHITECTURE AND ENGINEERING SERVICES"
Firm's Name and Address
- 4.3 Responses to this solicitation shall be printed on one side of paper, in no less than 11-point font. Submissions of more than 50 pages will not be disqualified; however, clarity, conciseness, and brevity of this document will be an evaluation criterion.
- 4.4 The RFQ Package format must sufficiently address and demonstrate all required components and follow

the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFQ Packages.

4.5 All RFQ Packages must include the following component sections:

- Section 1. Cover Page & Cover Letter**
- Section 2. Company and Staff Qualifications**
- Section 3. Related Experience & References**
- Section 4. Approach to Services and Methodology**
- Section 5. Performance, Quality Control and Cost Control**
- Section 6. Administrative Information**

4.6 **Section 1: RFQ Cover Page (Complete and Submit) and Cover Letter**

4.6.1 The cover letter shall be signed by the President or officer of the responding Firm or, if joint venture, the President/Officer from each member of the joint venture must sign. The cover letter should provide the following:

- Full legal company name;
- Physical street address and mailing address if different than street address (include location address of office that will perform the services under this Contract);
- Primary company phone and fax numbers and email address;
- Company type, i.e., Corporation, Partnership, etc.;
- Listing of Officers;
- Brief statement of company history (date of establishment, number of years in business, number of employees, etc.);
- Brief description of business philosophy; and
- Reason for interest in submitting a response to this solicitation.

4.6.2 **Delegation of Authority**

A contract entered on behalf of the Respondent may only be signed by an individual who has been delegated signatory authority.

If the individual signing the required forms for this RFQ is not an officer of the firm, the Respondent must provide, with the submitted proposal, a Letter of Delegation of Authority listing agents of the Respondent authorized to negotiate on behalf of and contractually bind the Respondent.

The Letter of Delegation of Authority must be on company letterhead, be signed with an original signature by an officer of the Responding firm and must list the authorized agent(s) name, title, and limit of authority.

4.7 **Section 2: Company & Staff Qualifications**

4.7.1 In this section, Respondents shall provide documentation to fully demonstrate the experience, education, and abilities of any personnel that shall be performing work under this contract. This may be submitted in the form of resumes for any and all employees who will be performing work, documentation of past or current contracts held by the Respondent for services similar in size, scope, and complexity as those described herein, or any other documentation or information demonstrating the experience and qualifications of the Respondent.

4.7.2 Also in this section, Respondents shall complete and submit the following attachments to

fully demonstrate the firm's qualifications and resources:

- **Attachment "A": Company Organizational Chart.** Submit an Organization Chart reflecting the organization of the company.
- **Attachment "B": Licenses and Certifications.** Complete and submit information on all required and applicable licenses, permits and certifications held by the Respondent as well as Key Personnel.
- **Attachment "C": Team Organizational Chart.** Submit a team organization chart that demonstrates the hierarchy of the Key Personnel that will be responsible for completion of the required services, including names, titles, and organization of the proposed team members.
- **Attachment "D": Key Personnel List.** Submit information to demonstrate the qualifications and experience of personnel shown on the Team Organization Chart who are proposed to perform the scope of work. Brief comprehensive resumes should be provided for each staff member listed.
- **Attachment "E": Proposed Sub-Consultants List.** Respondents may, but are not required to, submit information to demonstrate the qualifications and experience of Sub-Consultants that may be proposed to perform any portion of work specified herein by completing all information. Brief resumes, including any and all licenses/certifications held, should be provided for each Sub-Consultant listed. All proposed Sub-Consultants are subject to approval by the City.

4.8 **Section 3: Related Experience and References**

4.8.1 In this section, Respondents shall submit a written narrative describing any and all contracts or engagements successfully completed in the last seven (7) calendar years including services similar in scope to those described herein.

4.8.2 Respondents must also summarize, describe and demonstrate:

4.8.2.1 Firm Project Related Experience in Florida: The firm will be expected to demonstrate its experience with projects similar to that described in the Statement and Scope of Work sections within the last seven (7) years. Particular attention should be given to projects completed with Southeast Florida governmental agencies.

4.8.2.2 Firm's Governmental Experience: The firm shall detail experience with other governmental agencies.

4.8.3 Respondents must also complete and submit **Attachment "F": Similar Project References**. Respondents shall provide a list of five (5) project references from individuals, firms, or agencies that have contracted with the respondent to perform services of similar size and scope as those described herein. The information required must include reference company name, date(s) of service, project information, and a contact person name, title, phone number and email address. References should include the primary contacts for the projects listed in the narrative submitted in this section. References shall be checked by City staff for any Respondent the City enters negotiations with, to verify the capability to perform the work, and responsibility to fulfill the requirements of the contract.

4.9 **Section 4: Approach to Services and Methodology**

4.9.1 **Proposed Approach and Methodology.** In this section of the package, Respondents shall provide a written narrative describing the proposed approach and methodology for performing services required for this RFQ. Respondents shall include in this section the

Firm's approach to controlling project costs and timelines, quality control, and best practices. The respondents must also provide a detailed approach to be utilized in managing projects, including but not limited to coordination with other contractors, governmental agencies, and utility companies.

- 4.9.2 **Schedule Control Narrative (Limit 1 page).** Submit a written narrative of the firm's project management methods to establish, monitor, and track the coordination of sub-consultants and ability to meet schedules in a timely manner.

4.10 **Section 5: Performance, Quality Control and Cost Control**

- 4.10.1 **Most Recently Completed Projects.** Complete and submit **Attachment "G": Most Recently Completed Projects.** The last five (5) projects completed by the firm as a prime consultant which may or may not be projects similar in the type, size, and dollar value of the proposed project.
- 4.10.2 Include the Project Name, Original Cost Estimate, Original Completion Date, Final Project Cost, and Final Completion Date. Provide an explanation narrative for projects under/over budget and under/over the initial completion date. Additional pages to support narratives in Attachment "G" will be accepted.

4.11 **Section 6: Administrative Information**

- 4.11.1 In this section, respondents shall submit the following Attachments:
- **Attachment "H": Sworn Statement on Public Entity Crimes;**
 - **Attachment "I": Conflict of Interest Disclosure;**
 - **Attachment "J": Affidavit of Financial Solvency;**
 - **Attachment "K": Claims, Liens, & Litigation;**
 - **Attachment "L": Certificate of Insurance; and**
 - **Attachment "M": Affidavit Regarding Coercion for Labor and Services**
 - **Attachment "N": Non-Collusion Affidavit**
 - **Attachment "O": Drug Free Workplace Form**
 - **Attachment "P": E-Verify Affidavit**
 - **Attachment "Q": Debarment Certification**
 - **Copies of all Acknowledged (signed) Addenda (as posted).**

5. **DETERMINATION OF RESPONSIVENESS**

- 5.1 The City shall make a determination for each Firm as to the responsiveness of the submission to the requirements provided herein. Respondents determined to be non-responsive will be removed from consideration by the Evaluation Committee. Only those respondents who are fully responsive to the requirements herein will be evaluated for consideration of an award.
- 5.2 The City reserves the right to waive any minor formality or irregularity in any submission by a Firm. However, any missing information or document(s) that are material to the purpose of the RFQ shall not be waived as a minor formality.

6. **EVALUATION OF STATEMENTS OF QUALIFICATIONS**

- 6.1 All submissions that are determined to be responsive to the requirements of this RFQ will be evaluated by an Evaluation Committee of no less than three (3) City representatives.

- 6.2 Evaluators will review and score the responsive submissions individually, with no interaction or communication with any other individual.
- 6.3 The City's Evaluation Committee members will individually rank Firms from highest to lowest in each of the specific evaluation criteria listed below and in **Exhibit 2: RFQ No. 2026-001 Professional Architect and Engineering Services Selection Criteria**.

Evaluation Criteria:

- Company & Staff Qualifications
 - Related Experience and References
 - Approach to Services and Methodology and Quality Control
 - Performance, Quality Control and Cost Control
- 6.4 Respondents will be assigned a score that is the sum of their rank in each category by each Evaluation Committee member.
- 6.5 At a public meeting of the City Evaluation Committee, members will discuss submissions and submit their completed evaluation forms. Firms will be assigned a "score" based on the sum of each committee member's rank on their evaluation sheet.
- 6.6 During the evaluation process, the Evaluation Committee may, at its discretion, request firms to make oral presentations either in person, by phone, or by webinar. Such presentations will provide firms with an opportunity to answer any questions the Evaluation Committee may have regarding a firm's proposal. Not all firms may be asked to make such oral presentations and subsequently move forward to the final selection process.
- 6.7 The City's Evaluation Committee may consider any evidence available regarding financial, technical, and other qualifications or abilities prior to final ranking.

7. RECOMMENDATION FOR AWARD

- 7.1 Recommendations shall be made to the City Commission to enter contracts with one or more firms, based on the order of rankings by the Evaluation Committee, with the intention of coming to an agreement over terms and conditions to award a contract for the services described herein.
- 7.2 The City reserves the right to reject any or all qualifications packages, waive minor formalities or award to/negotiate with all firms whose qualifications package best serves the interest of the City.

8. GENERAL INSTRUCTIONS

- 8.1 The contents of a Firm's response to this solicitation may become incorporated into, and a part of, its resulting Contract with the City.
- 8.2 Responses to this solicitation must be typed with the exception of physical signatures. All corrections made by submitting Firms prior to the opening shall be initialed and dated by the Firm. No changes or corrections will be allowed after the solicitation deadline.
- 8.3 **Questions.** Any questions concerning the RFQ should be directed in writing to John Bartus, City Administrator cityadministrator@keycolonybeach.net no later than April 30, 2026 at 4:00 PM ET. Only the responses of the above-identified City official shall be binding, and Firms are advised that no other source of information as to this RFQ is authorized, and no other City official is authorized to explain or interpret the RFQ or to respond to questions related thereto. Responses to all appropriately

submitted questions shall be made by way of the issuance of one or more Addenda/Addendum, which shall be published on the City's website under Public Notices and on www.demandstar.com by May 4, 2026 at 4:00 PM ET

- 8.4 DURING THE PERIOD BETWEEN THE ISSUANCE OF THIS RFQ AND THE AWARD OF ALL CONTRACTS TO RESULT THEREFROM, RESPONDERS OR POTENTIAL RESPONDERS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR RESPONSES OR POTENTIAL RESPONSES WITH ANY MEMBER OF THE CITY COMMISSION OR CITY STAFF EXCEPT UPON THE EXPRESS WRITTEN APPROVAL OF THE PERSON DESIGNATED IN SECTION 8.3 ABOVE.

This provision is not meant to preclude bidders from discussing other, unrelated matters with City Commissioners or City staff. This policy is intended to create a level playing field for all potential responders, to assure that contract decisions are made in public, and to protect the integrity of the solicitation process. Its purpose is to stimulate competition, prevent favoritism, and secure the best services, work, and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners of the City.

9. TERMS AND CONDITIONS:

- 9.1 The successful Firm shall not discriminate against any person in accordance with Federal, State or Local Law.
- 9.2 It is the sole responsibility of the submitting Firm to ensure proposals are received at the proper place on or before the time and date required, and in the format stated.
- 9.3 The successful Firm will be required to review and comply with all provisions set forth by the State of Florida Department of Environmental Protection in Grant Agreement Number KG011 for the "Ocean Drive Water Quality Improvements Project," and any other current or future federal and state grants the City may receive and for which the successful firm will render services in relation thereto.
- 9.4 A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or 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 Florida Statutes § 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 9.5 The City does not discriminate in admission or access to, or treatment or employment in its programs and activities on the basis of race, color, religion, age, sex, national origin, marital status, disability, or any other reason prohibited by law.
- 9.6 By submitting a response to this solicitation, the submitting entity thereby agrees that it consents to the City contacting any parties referenced in the entity's response including, but not limited to, all project owners and references.
- 9.7 The form of agreement the City intends to use in awarding contracts pursuant to this RFQ is attached hereto as **Exhibit 1: Agreement for Continuing Contract Professional Services**. By submitting a response to this solicitation, the submitting entity acknowledges and agrees that, while the negotiation process will allow for requests to revise any portion of the form of agreement, the City does not

anticipate, and will not favor, substantial revisions to the terms stated therein.

- 9.8 By submitting a response to this solicitation, the submitting entity acknowledges the lobbying prohibitions set forth herein, agrees to ensure its officers, employees, agents, attorneys, and lobbyists understand these prohibitions, and agrees that should it, or any officer, employee, agent, attorney, or lobbyist on its behalf, violate such prohibitions, the submitting entity shall be disqualified from further consideration.

This Space is Intentionally Left Blank

**REQUIRED SUPPLEMENTAL INFORMATION
CHECKLIST**

SECTION	RFQ PACKAGE COMPONENTS	CHECK BOX
Section 1	Cover Page & Cover Letter	()
Section 2	Company & Staff Qualifications	
	Attachment "A": Company Organizational Chart	()
	Attachment "B": Licenses and Certifications	()
	Attachment "C": Team Organizational Chart	()
	Attachment "D": Key Personnel List	()
	Attachment "E": Proposed Sub-Consultants List, if any	()
Section 3	Related Experience and References	
	Related Experience Narrative	()
	Attachment "F": Similar Projects	()
Section 4	Approach to Services and Methodology	
	Approach to Services and Methodology Narrative	()
Section 5	Performance, Quality Control & Cost Control	
	Performance, Quality Control & Cost Control Narrative	()
	Attachment "G": Most Recently Completed Projects	()
Section 6	Administrative Information	
	Attachment "H": Sworn Statement on Public Entity Crimes	()
	Attachment "I": Conflict of Interest Disclosure	()
	Attachment "J": Affidavit of Financial Solvency	()
	Attachment "K": Claims, Liens, & Litigation	()
	Attachment "L": Certificate of Insurance	()
	Attachment "M": Affidavit Regarding Coercion for Labor and Services	()
	Attachment "N": Non-Collusion Affidavit	()
	Attachment "O": Drug Free Workplace Form	()
	Attachment "P": E-Verify Affidavit	()
	Attachment "Q": Debarment Certification	()
	Copies of all Acknowledged (signed) Addenda (as posted)	()

**REQUEST FOR QUALIFICATIONS (RFQ) NO.: 26-001:
PROFESSIONAL ARCHITECTURE AND
ENGINEERING SERVICES**

COVER PAGE

**SUBMIT ONE (1) ORIGINAL PROPOSAL AND FIVE (5) COPIES IN A SEALED ENVELOPE OR
CONTAINER TO:**

**ATTN: JOHN BARTUS, CITY ADMINISTRATOR
600 W. OCEAN DRIVE
KEY COLONY BEACH, FL 33051**

Tel: (305) 289-1212

Email: cityadministrator@keycolonybeach.net

FULL LEGAL NAME OF COMPANY: _____

DATE: _____

Mailing Address (Street Address, City, State, Zip Code)

AUTHORIZED COMPANY REPRESENTATIVE

Printed Name & Title

Phone Number

ATTACHMENT "A":
COMPANY ORGANIZATIONAL CHART
(Attach or insert copy here)

ATTACHMENT “B”:

LICENSES & CERTIFICATIONS

In the space below, each Respondent shall list all current licenses and/or certifications held relative to the required services as provided herein.

Each Respondent shall attach a copy of each current license and/or certification listed below to his proposal as instructed.

License/Certificate/ Pre-Qualification	License #	Issuing Agency	Expiration Date

ATTACHMENT "C":

TEAM ORGANIZATIONAL CHART

(Attach or insert copy here)

ATTACHMENT “D”:

KEY PERSONNEL LIST

In the space below, list all qualified personnel who are permanent employees of the company that may be utilized to perform the required scope of services. Attach brief but comprehensive resumes for each staff member listed below.

Employee	Title	# Years Employed	Total # Years Experience

ATTACHMENT “E”:

PROPOSED SUB-CONSULTANTS LIST

Each Respondent may, but is not required to, provide any and all subconsultants proposed to perform any portion of work specified herein. Attach brief comprehensive resumes, including any and all licenses/certifications held. All proposed sub-consultants are subject to approval by the City.

Division of Work	Name and Address of Sub-Consultant

ATTACHMENT “F”:

SIMILAR PROJECT REFERENCES

Each Respondent must submit a list of five (5) project references from individuals, firms or agencies that have contracted with the respondent in the past seven (7) years to perform services of similar size and scope as those described in this RFQ. The information required shall include the following: reference company name, date(s) of service, project information including name of project, and a contact person name, title, phone number and email address.

REFERENCE 1.

Reference Company Name	
Dates of Service	
Project Name and Information	
Primary Contact Name and Title	
Contact Phone Number	
Contact Email Address	

REFERENCE 2.

Reference Company Name	
Dates of Service	
Project Name and Information	
Primary Contact Name and Title	
Contact Phone Number	
Contact Email Address	

REFERENCE 3.

Reference Company Name	
Dates of Service	
Project Name and Information	
Primary Contact Name and Title	
Contact Phone Number	
Contact Email Address	

REFERENCE 4.

Reference Company Name	
Dates of Service	
Project Name and Information	
Primary Contact Name and Title	
Contact Phone Number	
Contact Email Address	

REFERENCE 5.

Reference Company Name	
Dates of Service	
Project Name and Information	
Primary Contact Name and Title	
Contact Phone Number	
Contact Email Address	

ATTACHMENT “G”:

MOST RECENTLY COMPLETED PROJECTS

PROJECT 1

Project			
Description			
Original Completion Date		Final Completion Date	
Original Construction Cost Estimate		Final Construction Cost	
Brief Explanation of Variances			

PROJECT 2

Project			
Description			
Original Completion Date:		Final Completion Date:	
Original Construction Cost Estimate		Final Construction Cost	
Brief Explanation of Schedule Variance			

PROJECT 3

Project			
Description			
Original Completion Date:		Final Completion Date:	
Original Construction Cost Estimate		Final Construction Cost	
Brief Explanation of Schedule Variance			

PROJECT 4

Project			
Description			
Original Completion Date:		Final Completion Date:	
Original Construction Cost Estimate		Final Construction Cost	
Brief Explanation of Schedule Variance			

PROJECT 5

Project			
Description			
Original Completion Date:		Final Completion Date:	
Original Construction Cost Estimate		Final Construction Cost	
Brief Explanation of Schedule Variance			

ATTACHMENT "H":

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

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

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 public entity)

by _____

(print individual's name and title)

for _____

(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 of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "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 or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and 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 cause that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(a), 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 a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

_____ Neither the entity submitting this sworn statement, 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 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.

_____ 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 this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 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)

Sworn to and subscribed before me this _____ day of _____, 2026.

Personally known _____ or produced identification _____.
(Type of identification)

State of Florida

District of _____

My commission expires:

(Notary Public)

ATTACHMENT "I":

CONFLICT OF INTEREST DISCLOSURE FORM

RFQ No 26-001: Professional Architecture and Engineering Services

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting a consultant's professional judgment in completing work for the benefit of the City of Key Colony Beach, Florida ("City"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the City.

Consultants are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the City. Consultants, therefore, must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Consultant's professional judgement when completing work for the benefit of the City.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the City.

Please check the appropriate statement:

☐ I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

☐ The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interests for completing work on the above referenced project.

Legal Name of Respondent: _____

Authorized Representative(s): _____

Signature

Print Name/Title

Signature

Print Name/Title

ATTACHMENT "J"

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:

ATTACHMENT "K":

CLAIMS, LIENS, LITIGATION

Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subconsultant) or been sued by or had a formal claim filed by an owner, subconsultant or supplier resulting from a construction dispute? Yes _____ No _____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount, and current status of each Lien.

5. Have you ever abandoned a job, been terminated, or had a performance/surety bond called to complete a job?

Yes _____ No _____ If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _ No _____

If not, please explain why?

7. List the status of all pending claims currently filed against your company:

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages, or made a claim against any Performance and Payment Bonds? Yes_____ No_____ If yes, please explain in detail:

(Use additional or supplemental pages as needed)

ATTACHMENT “L”:

CERTIFICATE OF INSURANCE

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the following requirements as described within the solicitation:

Firms must provide evidence that they have all insurance coverage as specified in attached contract form. Umbrella liability insurance shall not be less than \$1,000,000 each occurrence and \$1,000,000 aggregate. Professional liability insurance shall have limits of not less than \$1,000,000 for each claim and \$2,000,000 aggregate.

Failure to provide proof of current insurance coverage or ability to obtain the required coverage may result in being deemed non-responsive and removed from further consideration.

(Attach or insert copy of “Certificate of Insurance” here)

ATTACHMENT "M":

AFFIDAVIT REGARDING 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;
- Restrain, 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: _____

General Counsel Approved 04 24 24

ATTACHMENT "N":
THE CITY OF KEY COLONY BEACH, FLORIDA
NON-COLLUSION AFFIDAVIT

I, _____ of the city/township/parish
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_____.

NOTARY PUBLIC

My commission expires:

ATTACHMENT "O":

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

**ATTACHMENT "P":
E-VERIFY AFFIDAVIT**

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, _____
_____, 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_____.

Signature, NOTARY PUBLIC

My commission expires:

STAMP/SEAL

**ATTACHMENT "Q":
DEBARMENT CERTIFICATION
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

EXHIBIT 1:

AGREEMENT FOR CONTINUING CONTRACT PROFESSIONAL SERVICES

**NONEXCLUSIVE
CONTINUING SERVICES AGREEMENT
BETWEEN**

**CITY OF KEY COLONY BEACH, FLORIDA
AND
CPH CONSULTING, LLC**

THIS AGREEMENT is made effective as of the date last written below by and between the CITY OF KEY COLONY BEACH, FLORIDA, a Florida municipal corporation, (the “City”), and CPH CONSULTING, LLC, a Florida limited liability company (hereinafter referred to as the “Consultant”), whose principal place of business is 500 W Fulton Street, Sanford, FL 32771.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the City issued a Request for Qualifications from qualified firms for architectural and engineering services (RFQ 2026-01); and

WHEREAS, the Consultant submitted a proposal dated on or about May 13, 2026 (“Proposal”), which is attached hereto and incorporated herein by reference, as *Exhibit “A”* for certain professional services; and

WHEREAS, the City desires to hire the Consultant on a nonexclusive basis to provide continuing architectural and engineering professional services, consulting, and study activities (“Services”) for the City within the basic terms and conditions set forth in this non-exclusive continuing service agreement (hereinafter referred to as “Continuing Services Agreement” or “Agreement”) and the City’s RFQ 2026-01; and

WHEREAS, the Consultant and the City, desire to enter into the foregoing Agreement for a period of three (3) years from the execution of same, with an option to renew for an additional two (2) year term, and perform all professional services in connection with the RFQ 2026-01 as described herein and as otherwise needed, on a continuing basis in connection with projects where the estimated construction costs does not exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000.00) and service fees for Study activity for each project will not exceed Five Hundred Thousand Dollars (\$500,000.00); and

WHEREAS, the City desires to engage the Consultant to perform the Services and provide the deliverables periodically as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows:

Section 1 Definitions

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

1.1 Compensation: The total amount paid by the City to the Consultant for rendering professional services for a specific project, exclusive of reimbursable expenses.

1.2 Reimbursable Expenses: The direct non-salary expenses directly attributable to the Project. Reimbursable expenses include application and permit fees paid for securing approval of authorities having jurisdiction over the Specific Project; actual cost of reproduction, printing, binding and photocopying of drawings, specifications, renderings and other documents; postage; travel expenses; and subconsultant's fees.

1.3 Specific Project Agreement: An agreement to provide professional services for architecture, engineering, consulting, and study activities services.

1.4 Subconsultant Fee: The direct and actual cost of the Subconsultant with no markup, as reflected by actual invoices of the Subconsultant.

1.5 Mayor: The Mayor of the City, or his designee.

Section 2 Specific Projects/Scope of Service

2.1 In accordance with the Consultants' Competitive Negotiation Act, the Consultant may provide professional services to the City for Specific Projects as authorized from time to time by the City, as authorized by subsection 2.6 hereunder and the City's purchasing regulations. The City reserves the right to select one or more firms to do the Projects.

2.2 When the need for services for a Specific Project occurs, the City may enter into negotiations with the Consultant for that Specific Project under the terms and conditions of this Agreement. The City shall initiate said negotiations by providing the Consultant with a "Scope of Services Request," requesting from the Consultant a proposal to provide professional services for the Specific Project. The Consultant shall prepare a proposal which includes those subjects specified in subsection 2.3 (a) through (g). The City and the Consultant shall negotiate the terms of the Specific Project in accordance with the provisions of Subsection 2.3.

2.3 The City and the Consultant shall utilize as the agreement for each Specific Project a Standard Project Agreement or an applicable AIA Agreement as the parties may agree ("Project Agreement"). Each supplemental agreement for a Specific Project will, by mutual agreement, set forth, among other things, the following:

- a. The Scope of Services;
- b. The Deliverables;
- c. The Time and Schedule of Performance and Term;
- d. The amount of Compensation;
- e. The Personnel assigned to the Specific Project;
- f. Any additional contractual requirements for consultant agreements pursuant to Section 287.055, Florida Statutes;
- g. Any modifications to the Project Agreement, if mutually agreed upon by the parties.

2.4 If the City determines that the Consultant services for a particular Project are needed on an hourly basis in lieu of a lump sum compensation package, the Consultant shall charge the City for professional services at those hourly fees as separately agreed to. The Project Agreement shall specify that the Consultant's services shall be provided on an hourly basis with a maximum amount of compensation that may not be exceeded without additional approval.

2.5 The professional services to be rendered by the Consultant shall commence subsequent to the execution of each Project Agreement and issuance of a Notice to Proceed.

2.6 The Mayor is authorized to negotiate and execute Project Agreements for Projects in which the Consultant's services do not exceed that amount as set forth in Section 2-75 of the City Code (currently \$15,000.00). The Consultant's Services shall be performed, completed and submitted to the City as specified in the Project Agreement.

2.7 The Contract Documents for each Specific Project shall incorporate this Continuing Services Agreement. If any of the terms or conditions of this Agreement conflict with the Project Agreement, the provisions of the Project Agreement shall apply.

Section 3 Term/Commencement Date

3.1 **Term of Agreement:** This Continuing Service Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for a period of three (3) years from the execution of same, with an option for the Parties to renew for an additional two (2) year term, unless and until terminated pursuant to Section 3.2, 3.3, or other applicable sections of this Agreement. Each Project Agreement shall specify the period of service agreed by the City and the Consultant for services to be rendered under said Project Agreement.

3.2 Termination for Convenience:

3.2.0. The City, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Consultant, or immediately with cause.

3.2.1. Upon receipt of the City's written notice of termination, Consultant shall immediately stop work on any Project unless directed otherwise by the Mayor.

3.2.2. In the event of termination by the City, the Consultant shall be paid for all work accepted by the City up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

3.2.3. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the City, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

3.3 Effect on Project Agreement: Nothing in this section shall be construed to create a right by either party to terminate any ongoing Project Agreement(s). Termination of a Project Agreement shall be exclusively through the termination provisions of the specific Project Agreement.

3.4 Non-Exclusive Agreement: Notwithstanding the provisions of Subsection 3.1, the City may issue requests for proposals for this professional discipline at any time and may utilize the services of any other consultants retained by the City under similar agreements. Nothing in this Agreement shall be construed to give the Consultant a right to perform services for any Specific Project.

Section 4 Compensation and Payment

4.1 Compensation for Services provided by Consultant for each Project shall be in accordance with the approved fixed lump sum (or hourly basis with a not to exceed amount if agreed to by City in accordance with the terms of this Agreement) set forth in the Statement of Work or the Notice to Proceed in the Scope of Services of a Project Agreement. Additions, deletions, revisions, or any combination thereof, may be ordered by the City by Change Order without invalidating the Project Agreement issued after execution of a Project Agreement, authorizing and directing a change in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and/or the Contract Time may be changed only by Change Order for such Project.

4.2 Travel expenses, whether within or outside of Monroe County, and whether to a Specific Project or otherwise, shall not be reimbursed unless the Consultant has secured advance written authorization for such travel from the City. All approved travel expenses will be reimbursed in accordance with the City's travel policy. Bills for any travel expenses shall be submitted in accordance with Florida Statute §112.061 where applicable.

4.3 During the course of each Project, Consultant shall deliver an invoice to City no more than once per month detailing Services completed since the date of the previous invoice period or the commencement of such Project and the amount due to Consultant under the Statement of Work for such Project. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for such Project. The City shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the City.

- 4.3.0. Consultant's invoices must contain the following information for prompt payment:
- 4.3.1. Name and address of the Consultant;
- 4.3.2. Purchase Order number;
- 4.3.3. Date of invoice;
- 4.3.4. Invoice number (Invoice numbers cannot be repeated. Repeated invoice numbers will be rejected);
- 4.3.5. Name and type of Services;
- 4.3.6. Timeframe covered by the invoice; and
- 4.4.7. Total value of invoice.

Failure to include the above information will result in the delay of payment or rejection of the invoice. All invoices must be submitted electronically to: cityclerk@keycolonybeach.net.

Section 5 Additional Services and Changes In Scope of Services

5.1 Changes Permitted: Changes in the Scope of Services of a Project Agreement consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the City by Change Order without invalidating the Project Agreement.

5.2 Change Order Defined: Change Order shall mean a written order to the Consultant executed by the City, issued after execution of a Project Agreement, authorizing and directing a change in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and/or the Contract Time may be changed only by Change Order.

5.3 Effect of Executed Change Order: The execution of a Change Order by the City and the Consultant shall constitute conclusive evidence of the Consultant's agreement to the ordered changes in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Consultant, by executing the Change Order, waives and forever releases any claim against the City for additional time or compensation for matters relating to or arising out of or resulting from the Services included within or affected by the executed Change Order.

5.4 Authority to Execute Changes or Requests for Additional Services: The Mayor is authorized to negotiate and execute Change Orders, in an amount not to exceed \$15,000.00 per change. Changes which exceed \$15,000.00 shall be approved by the City Commission.

Section 6 Subconsultants

6.1 The Consultant shall be responsible for all payments to any approved subconsultants and shall maintain responsibility for all work related to the Services and/or any Project.

6.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the City, which approval shall be granted or withheld in the City's sole and absolute discretion.

Section 7 City's Responsibilities

7.1. City shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the City, and provide criteria requested by Consultant to assist Consultant in performing the Services.

7.2. Upon Consultant's request, City shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

Section 8 Consultant's Responsibilities: Representations and Warranties

8.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services for each Project as is ordinarily provided by a Consultant under similar circumstances at the time of performance (the "Standard of Care"). Consultant shall perform its services consistent with the professional skill and care ordinarily provided by other similarly licensed professionals practicing in the same or similar locality under the same or similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of any Project pursuant to this Agreement, it is determined that the Consultant's Deliverables or Services are not in accordance with the Standard of Care, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

8.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for City as an independent contractor of the City. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

8.3. The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

8.4. Affidavits and certificates pertaining to the matters set forth below are included at the end of this Agreement. Contractor represents and warrants to the City, upon execution and throughout the term of this Agreement that:

- A. 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 Contract;
- B. 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;
- C. 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.; and
- D. Contractor and Contractor's agents, employees and officers have, and shall maintain throughout the term of this Contract, 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 Contract.
- E. 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:
 - (i) 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;

(ii) 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

- F. If applicable, Contractor certifies it is in compliance with Section 287.055 requiring that its wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.

Section 9 Conflict of Interest

9.1. Consultant shall not engage in work for other clients that will cause a conflict of interest with the provision of services under this Agreement. Any such conflict shall constitute a material breach of this Agreement.

Section 10 Performance Bonds

10.1. If applicable, Performance Bonds shall be required as provided for in Section 255.05, F.S.

Section 11 Insurance

11.1. Consultant shall secure and maintain throughout the duration of this agreement Insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. Except for Workers Compensation/Employer's Liability, Professional Liability and Pollution Liability, insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents, and volunteers, naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent.

11.2. Commercial General Liability coverage with limits of liability of \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit, the Products/Completed Operations Liability Aggregate, Personal and Advertising Injury and Each Occurrence limit shall be in the amount of \$1,000,000 each.

11.3. Workers Compensation and Employer's Liability insurance, to apply to all employees for statutory limits as required by applicable State and Federal laws.

11.4. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

11.5. Professional Liability Insurance in an amount of One Million Dollars (\$1,000,000.00) per claim, Two Million Dollars (\$2,000,000.00) aggregate.

11.6. If reasonably required by the City due to the requirements of a Specific Project, Pollution Liability Insurance in an amount of \$1,000,000 per claim and in the aggregate. Consultant shall purchase and maintain pollution liability insurance against claims for damages arising out of the assessment, removal, remediation, transport and/or handling of hazardous materials, including but not limited to sudden and accidental release of mold, asbestos, and lead. The policy shall include a minimum limit of not less than \$1,000,000.00 per claim and in the aggregate.

11.7. **Certificate of Insurance**

Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured (except with respect to Professional Liability Insurance, Pollution Liability, and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by City and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

11.8. **Additional Insured**

Except with respect to Professional Liability Insurance, Pollution Liability Insurance, and Worker's Compensation Insurance, the City is to be specifically included as an Additional Insured for the liability of the City resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall

contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

Section 12 Nondiscrimination

During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

Section 13 Attorney's Fees and Waiver of Jury Trial

13.1. The prevailing party shall be entitled to reasonable attorney's fees and costs incurred as a result of any action or proceeding under this Agreement.

13.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

Section 14 Indemnification

14.1. Consultant shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's negligent performance or nonperformance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's negligent performance or nonperformance of this Agreement.

14.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The City is subject to section 768.28, Florida Statutes, as may be amended from time to time.

14.3. The provisions of this Section shall survive termination of this Agreement.

Section 15 Notices/Authorized Representatives

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice

shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Consultant and the City designate the following as the respective places for giving of notice:

City: City Clerk
City of Key Colony Beach, Florida
600 W. Ocean Drive
Key Colony Beach, FL 33051

Copy To: Vernis & Bowling of the Florida Keys, P.A.
c/o Dirk M. Smits, B.C.S., City Attorney
81990 Overseas Hwy, 3rd Floor
Islamorada, FL 33036

Consultant: CPH Consulting, LLC
500 W Fulton Street
Sanford, FL 32771

Section 16 Governing Law and Venue

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper and exclusively in Monroe County, Florida.

Section 17 Entire Agreement, Modification and Amendment

17.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

17.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

Section 18 Ownership and Access to Records and Audits

18.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the City. Consultant shall promptly disclose such Work Product to the City and perform all actions reasonably requested by the City (whether during or after the term of this Agreement) to establish and

confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

18.2. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The City shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

18.3. Upon request from the City's custodian of public records, Consultant shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

18.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

18.5. Upon completion of this Agreement or in the event of termination by either party, any or all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the City Clerk, at no cost to the City, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

18.6. Any compensation due to Consultant shall be withheld until all records are received as provided herein.

18.7. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

18.8. Public Records. City is a public agency subject to Chapter 119, Florida Statutes. To the extent that City is acting on behalf of City pursuant to Section 119.0701, Florida Statutes, City shall:

18.8.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by City were City performing the services under this Agreement;

18.8.2 Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

18.8.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

18.8.4 Meet all requirements for retaining public records and transfer to City, at no cost, all public records in possession of the City upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS 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.

Section 19 Non-assignability. This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City. The City is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

Section 20 Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

Section 21 Independent Contractor. The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

Section 22 Compliance with Laws. The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under

this Agreement, and in particular shall obtain all required permits from all jurisdiction agencies to perform the Services under this Agreement at its own expense.

Section 23 Waiver. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

Section 24 Survival of Provisions. Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

Section 25 Prohibition of Contingency Fees. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Section 26 Public Entity Crimes Affidavit. Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

Section 27 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

Section 28 Conflicts. In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall control.

Section 29 Scrutinized Companies. Consultant certifies that it and its sub-consultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Consultant or its sub-consultants are found to have submitted a false certification; or if Consultant, or its sub-consultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

29.1. If this Agreement is for more than one million dollars, Consultant certifies that it and its sub-consultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to

Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if Consultant, its affiliates, or its sub-consultants are found to have submitted a false certification; or if Consultant, its affiliates, or its sub-consultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

29.2. Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

29.3. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 30 E-Verify Affidavit.

In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

Section 31 CONTRACT PROVISIONS AND REQUIRED FORM FOR SUBMITTAL WITH PROPOSALS

Any contracts awarded under this agreement may be funded in full or in part by a federal grant. Neither the United States nor any of its departments, agencies or employees is or will be a party to this Agreement. The contract provisions, Federal contract provisions and FEMA contract provision listed below and provided on the following pages are made a part of this agreement if applicable. The three documents noted as requiring signature and submittal with proposal shall be included if applicable.

Contract Provisions

1. REMEDIES
2. TERMINATION FOR CAUSE AND CONVENIENCE
3. DAVIS BACON ACT
4. EQUAL EMPLOYMENT OPPORTUNITY/NOTICE OF AFFIRMATIVE ACTION
5. COPELAND ANTI-KICKBACK ACT
6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
9. PROCUREMENT OF RECOVERED MATERIALS
10. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS
11. RETENTION OF RECORDS
12. DEBARMENT AND SUSPENSION - *Requires signature and submittal with proposal*
13. BYRD ANTI-LOBBYING AMENDMENT - *Requires signature and submittal with proposal* Additional Contract Terms – Combined into one document – *Requires signature and submittal with proposal*
14. ACCESS TO RECORDS
15. CHANGES/MODIFICATIONS
16. NON-USE OF OFFICIAL SEAL, LOGO AND FLAGS
17. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS NOT OBLIGATION BY THE FEDERAL GOVERNMENT
18. PROGRAM FRAUD AND FALSE/FRAUDULENT STATEMENTS OR RELATED ACTS

1. REMEDIES FOR BREACH

In addition to all other remedies included in this FEMA Appendix, Consultant shall, at a minimum, be liable to the City for all foreseeable damages it incurs as a result of Consultant's violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Consultant's services and/or the additional expenses to complete Consultant's services beyond the amounts agreed to in this contract, after Consultant has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

2. TERMINATION FOR CAUSE AND CONVENIENCE

Any Agreement resulting from a procurement activity by Key Colony Beach, Florida (the "CITY") may be terminated by either party for cause, or the CITY for convenience, upon ten (10) days written notice by the CITY to CONSULTANT in which event the CONSULTANT shall be paid its compensation for services performed to termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys,

and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY.

3. DAVIS BACON ACT

Applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Consultant shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Consultants are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, Consultants are required to pay wages not less than once a week.

4. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Consultant agrees as follows:

- (1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Consultant will, in all solicitations or advertisements for employees placed by or

on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

(4) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Consultants and subconsultants with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Consultants and subconsultants by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. COPELAND ANTI-KICKBACK ACT

Applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It does not apply to the FEMA Public Assistance Program.

- a. **Consultant.** The Consultant shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. **Subcontracts.** The Consultant or subconsultant shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for the compliance by any subconsultant or lower tier subconsultant with all of these contract clauses.
- c. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Consultant and subConsultant as provided in 29 C.F.R. § 5.12.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. **Standard.** If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. **Applicability.** This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. **Funding Agreements Definition.** The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Consultant for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of

experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.”

7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(1) *Overtime requirements.* No Consultant or subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Consultant and any subconsultant responsible therefore shall be liable for the unpaid wages. In addition, such Consultant and subconsultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* City of Key Colony Beach, Florida shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subconsultant under any such contract or any other Federal contract with the same prime Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The Consultant or subconsultant shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in paragraphs (b)(1) through (4) of this section.

8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.

1. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Consultant agrees to report each violation to City of Key Colony Beach, Florida, and understands and agrees that City of Key Colony Beach, Florida will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Consultant agrees to report each violation to the City of Key Colony Beach, Florida, and understands and agrees that City of Key Colony Beach, Florida will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. PROCUREMENT OF RECOVERED MATERIALS

The Consultant agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act.

In the performance of this contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

In performance of this contract, the Consultant shall procure solid waste management services in a manner that maximizes energy and resource recovery and establish an affirmative procurement program for procurement of recovered materials identified in EPA guidelines.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

10. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. In accordance with 2 C.F.R. §200.321, the Consultant/Subconsultant shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime Consultant, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as

“socioeconomic contracting,” does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The “socioeconomic contracting” requirement outlines the affirmative steps that the Consultant/Subconsultant must take; the requirements do not preclude the Consultant/Subconsultant from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Consultant/Subconsultant to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. “project splitting”).

11. RETENTION OF RECORDS

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

(a) If any litigation, claim, or audit is started before the expiration of the three (3)-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the three (3)-year retention requirement is not applicable to the non-Federal entity.

(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the three (3)-year retention period for its supporting records starts from the date of such submission.

(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the three (3)-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

12. SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Consultant is required to verify that none of the Consultant's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower-tier transaction it enters into.

(3) This certification is a material representation of fact relied upon by City of Key Colony Beach, Florida. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Key Colony Beach, Florida, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier-covered transactions.

Signature of Authorized Certifying Official

Name and Title of Authorized Certifying Official

Date

13. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. If applicable, Consultants must sign and submit to the non-federal entity the following certification: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING. The certification is found on the next page.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Authorized Certifying Official

Name and Title of Authorized Certifying Official

Date

14.-18. ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS

The following clauses will form part of the agreement between City of Key Colony Beach, Florida and the Consultant resulting from this RFQ.

A. Access to Records:

The following access to records requirements shall apply to the contract.

1. The Consultant agrees to provide City of Key Colony Beach, Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, City of Key Colony Beach, Florida and the Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

B. Changes to the Contract:

Any changes to the contract between City of Key Colony Beach, Florida and the Consultant modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

- C. Non-use of DHS Seal, Logo, and Flags:** The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.
- D. Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Consultant will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.
- E. No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal

entity, Consultant, or any other party pertaining to any matter resulting from the contract.

- F. **Program Fraud and False or Fraudulent Statement or Related Facts:** The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

Signature of Consultant's Authorized Official

Name and Title of Consultant's Authorized Official

Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date last signed below.

FOR CITY OF KEY COLONY BEACH, FLORIDA:

SIGNATURE OF MAYOR

DATE

FOR CONTRACTOR:

SIGNATURE OF CONTRACTOR/REPRESENTATIVE

DATE

PRINT NAME

PRINT TITLE

THE CITY OF KEY COLONY BEACH, FLORIDA

Contract for Goods & Services

This Contract entered into on the date last written below, by and between CPH CONSULTING, LLC (the "Contractor") and the CITY OF KEY COLONY BEACH, FLORIDA (the "City"). In consideration of the mutual covenants and benefits hereinafter set forth, the parties herein covenant and agree as follows:

1. TERM

The term of this Contract shall be from June 18, 2026, through September 30, 2029.

2. CONTRACTOR'S SERVICES

Contractor agrees to perform preconstruction activities (design completion, topographic survey, and permitting services), bidding and contractor selection, construction administration, and project. Services will be performed in accordance with the terms outlined herein and are anticipated to be funded, in whole or in part, through the Florida Department of Environmental Protection (DEP) Florida Keys Area of Critical State Concern (ACSC) Grant Program, subject to legislative appropriation and execution of DEP Grant Agreement No. KG011 between DEP and the City. Services provided by the contractor include, but are not limited to:

- a. Project (Grant) Management
- b. Engineering Design
- c. Topographic Survey
- d. Permit Applications
- e. Construction Bidding Services
- f. Construction Administration
- g. Observation Services

Documentation of the specific goods/services in Contractor's Proposal to the City, excluding references to an "Appendix A", if any, is attached and labeled as *Attachment "A"* to this Contract and is incorporated herewith by reference. In the event there is a conflict between the terms of the Contractor's Proposal, and this Agreement, the terms of this Agreement shall prevail.

3. COMPENSATION

Each Item listed in Section 2 shall cost the following amounts:

Item	Grant Task	Description/Billing Basis	Total Amount
a	3	Project Management Lump Sum	\$16,500.00
b	1	Engineering Design Lump Sum	\$145,580.00
c	1	Topographic Survey Lump Sum	\$27,720.00
d	1	Permit Applications Lump Sum	\$35,000.00

e	2	Construction Bidding Services Lump Sum	\$7,500.00
f	3	Construction Administration Lump Sum	\$32,060.00
g	3	Observation Services (Hourly)	\$12,500.00
TOTAL			\$276,860.00

Invoices for services in progress are prepared monthly and are due in accordance with Florida Statute 218, The Local Government Prompt Payment Act.

Contractor agrees to accept all terms and conditions associated with this grant and agrees to comply with all requirements and conditions to ensure the City receives the full benefit of the grant funds of the Florida Department of Environmental Protection (DEP) Florida Keys Area of Critical State Concern (ACSC) Grant Program, DEP Grant Agreement No. KG011 between DEP and the City, attached hereto as *Attachment "B"*.

Documentation of the specific compensation rates in Contractor's Proposal to the City is attached and labeled as *Attachment "A"* to this Contract and is incorporated herewith by reference. In the event there is a conflict between the terms of the Contractor's Proposal, and this Agreement, the terms of this Agreement shall prevail.

4. INSURANCE

Contractor agrees to secure and maintain at all times during the term of this Contract, at Contractor's expense, insurance coverage, as laid out below, covering Contractor for all acts or omissions which may give rise to liability for services under this Contract. All Contractor staff are to be insured in minimum amounts acceptable to the City and with a reputable and financially viable insurance carrier, naming the City of Key Colony Beach, Florida 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.

- Comprehensive General Liability - with minimum occurrence limits of \$1,000,000 and General Aggregate of \$2,000,000 (Should limits of \$1,000,000 be prohibitive due to exposure or availability, \$500,000/\$1,000,000 may be sufficient). The liability policy will need to include an Additional Insured endorsement naming the City of Key Colony Beach, Florida.
- Commercial Auto Coverage - with minimum combined single limit of \$1,000,000 (Should \$1,000,000 be prohibitive due to exposure of availability, \$500,000 may be sufficient).
- Workers Compensation - Statutory limits and Employers Liability \$100,000 /500,000/100,000. Note, if the contract is with a sole proprietor with no employees, he/she may not have Workers Compensation and may not be required by the state of Florida to carry this coverage. If this is the case and you decide to waive the WC requirement, we

recommend that the City specifically include a disclaimer in the contract describing the status as an Independent Contractor and a sole proprietor with no employees and confirming that the City would not be responsible for providing Workers Compensation coverage for any work related injury or illness.

Contractor is required to obtain and keep the coverage, with documentation of having obtained such coverage being attached hereto as *Attachment "C"* for the duration of this Contract and any renewals.

5. WARRANTY

Contractor agrees to correct, at its own expense, any defects in the good/services performed under this Contract caused by faulty materials and/or workmanship within one year from the date of full completion. This warranty does not extend to workmanship and/or materials that were not supplied by Contractor. In the event that such defects are discovered during the warranty period, The City shall notify Contractor of the defect in writing and shall allow Contractor a reasonable time in which to make any repairs necessary to correct the defect.

Contractor hereby represents and warrants that: (1) materials and equipment furnished under the Contract Documents will be new and of good quality; (2) the work will be free from defects for a period of one (1) year from the date of final completion of the Project and acceptance by the City; and (3) the work performed on the Project will conform to all requirements, standards and specifications of the Contract Documents. Upon completion of the Project, Contractor shall assign any subcontractor's, manufacturer's, and/or materialman's warranties to the City.

- a. Correction of Work.* Contractor shall promptly correct any and all work rejected by the City as failing to conform to the requirements of the Contract Documents. If Contractor fails to correct work which is not in accordance with the Contract Documents, the City may direct Contractor in writing to stop the work until the correction is made. Contractor shall bear the cost of correcting such rejected work, including the costs of uncovering, replacement, and additional testing. In addition to Contractor's other obligations including warranties under the Contract Documents and for the entire period of such warranty, Contractor shall correct work not conforming to the requirements of the Contract Documents.
- b. Right to Carry Out Work.* If Contractor defaults or neglects to carry out the work in accordance with the Contract Documents and fails within a three (3) day period after receipt of written notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Total may be adjusted to deduct the cost of correction from payments due Contractor.

6. DELAY IN PERFORMANCE

The timely receipt of the Project and all submittals and deliverables associated therewith is essential. If the Project and all deliverables associated therewith are not received on time and the City has given the Contractor written notice including seven (7) business days to cure the delay, the City may cancel the unfilled portion of this Agreement for cause, purchase substitute requirements elsewhere, and recover from Contractor any increased costs and damages thereby incurred by the City. Notwithstanding the foregoing, the City may, in its sole discretion, suspend the work or any portion thereof by written notice to Contractor. If such suspension would cause a delay in performance, Contractor shall provide notice to the City in accordance with subsection (d) below.

- a. *Force Majeure.* Contractor shall be entitled to a reasonable extension of time from the City for the delays resulting from damage to Contractor's and/or the City's property caused by fire, lightning, earthquakes, tornadoes, and other extreme weather conditions, power failures, riots, acts of war, strikes or lockouts beyond the control of Contractor and its subcontractors ("Force Majeure"). The determination of whether such delay is a result of Force Majeure and the amount of time for such extension shall be in the sole discretion and determination of the City and no such delay shall serve to increase the Contract Time without prior approval by the City Commission.
- b. *Unavoidable Delay.* If the work on the Project is unavoidably delayed and Contractor has provided notice in accordance with subsection (d) below, the City may, in its sole discretion, extend the time for completion for a determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during Contractor's performance; was not caused directly or substantially by negligent errors, omissions, or mistakes of Contractor, its subcontractors, or its suppliers or their agents; was substantial; and, in fact, caused Contractor to miss delivery dates and could not adequately have been guarded against. No extension of work shall extend the Contract Time, unless set forth in writing and approved by the City Commission.
- c. *No Damages for Delay.* Contractor shall not be entitled to any claim for damages on account of hindrances or delays in the work from any cause whatsoever, including any delays or hindrances caused by the City. This paragraph shall include, but not be limited to, any actions which result in delays in scheduling, changes to the Work, or increases in the costs of performing the work under the Contract Documents.
- d. *Notification of Delay.* Contractor shall provide written notice to the City in accordance with section 9 of this Agreement if Contractor has, or should have, knowledge that an event has occurred which will delay completion of the Project. Failure to submit the notice of claim strictly in accordance with the provisions of section 9 shall bar any claim of Contractor.

7. REPROCUREMENT UPON TERMINATION

Provided the City has first given the Contractor written notice allowing Contractor seven (7) business days to cure the cause prior to any termination by the City, if this Agreement is terminated by the City for cause, in addition to all other remedies, Contractor shall be liable for all expenses incurred by the City in reprocurring elsewhere the same or similar items or services offered by Contractor.

8. NOTICE OF CLAIM

In the event that Contractor has any controversy, claim or dispute arising out of or related to the Contract Documents, whether such claim or dispute involves a claim by Contractor for additional time, delay, compensation for a change order, any increase in the Contract Total or extension of the Contract Time, or otherwise, Contractor shall present a written Notice of Claim to the City within five (5) days of Contractor's knowledge, whether actual or whether Contractor should have known, of the controversy, claim, dispute or the facts out of which the controversy, claim or dispute arises. This written Notice of Claim must specifically indicate, in bold type, on the face of the notice, that it is a Notice of Claim, and whether part of the dispute is over Contractor seeking additional time, compensation or both. Additionally, Contractor must set forth in the Notice of Claim the nature of the controversy, claim or dispute, including all necessary facts. Contractor shall provide to the City any documentation supporting Contractor's claim or position within twenty (20) days of providing the Notice of Claim. Contractor shall be deemed to have waived any claim which Contractor fails to present to the City within the time frames stated herein or in the manner provided in this subsection. Any change in the Contract Total or Contract Time, and any claim for additional compensation must be approved by the City Commission. Contractor shall not be entitled to any additional compensation, an increase in the Contract Total or an increase in the Contract Time unless and until approved by the City Commission. If Contractor proceeds with any work without said approval or without complying strictly with the procedures set forth in this subsection, it does so at its own risk.

9. COMPLIANCE WITH LAWS AND POLICIES

Contractor agrees to comply with 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, Florida Statutes, Contractor shall:

- a. Keep and maintain public records required by City to perform the Services;
- b. 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;
- c. 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

Agreement and following completion or termination of this Agreement if the records are not transferred City; and

- d. Upon completion or termination of this 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.

A request for public records regarding this 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 CONTRACT, 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 CALL TO (305) 289-1212 EXT 2.

10. INDEPENDENT CONTRACTOR STATUS

Contractor is, for all purposes arising under this Contract, 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.

11. TERMINATION

A. WITHOUT CAUSE

This Contract may be terminated for any reason by the City upon thirty (30) days written notice to the Contractor at the addresses set forth below. If said Contract should be terminated as provided in this paragraph of the Contract, The City will be relieved of all obligations under said contract and The City will only be required to pay that amount of the contract actually performed to the date of termination with no payment due for unperformed work or lost profits.

B. TERMINATION FOR BREACH

Either party may terminate this Contract upon breach by the other party of any material

provision of this Contract, 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.

C. IMMEDIATE TERMINATION BY THE CITY

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

- i. the denial, suspension, revocation, termination, restricting, relinquishment or lapse of any license or certification required to be held by the Contractor, or of any Company/Individual staff's professional license or certification in the State of Florida;
- ii. conduct by Contractor or any Company/Individual staff 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 and/or its employees;
- iii. failure by Contractor to maintain the insurance required by the terms of this Contract.
- iv. any other breach of this agreement.

12. ASSIGNMENT

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

13. AMENDMENT

This Contract may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by the City of Key Colony Beach, Florida.

14. INDEMNIFICATION, GOVERNING LAW & VENUE

Contractor shall indemnify and hold harmless the City of Key Colony Beach, Florida 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 Contract.

This Contract shall be construed in accordance with the laws of the State of Florida. Any

dispute arising hereunder is subject to the laws of Florida, exclusive venue in Monroe County, Florida. The prevailing party shall be entitled to reasonable attorney's fees and costs incurred as a result of any action or proceeding under this Contract.

15. 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 to the end of this contract. 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.

16. REPRESENTATIONS, WARRANTIES & DEBARMENT

Affidavits pertaining to the matters set forth below and are included at the end of this contract. Contractor represents and warrants to the City of Key Colony Beach, Florida, upon execution and throughout the term of this Contract that:

- 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 Contract;
- 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;
- 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 contractor 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 Contractor list.; and

- 4) Contractor and Contractor's agents, employees and officers have, and shall maintain throughout the term of this Contract, 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 Contract.
- 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:
 - (i) 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;
 - (ii) 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.

17. CONFIDENTIALITY

Contractor recognizes and acknowledges that by virtue of entering into this Contract and providing services hereunder, Contractor, its agents, employees and officers may have access to certain confidential information. Contractor agrees that neither it nor any Contractor agent, employee or officer will at any time, either during or subsequent to the term of this Contract, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by The City in writing, any confidential/personally identifiable information. Contractor, its agents, employees and officers shall comply with all Federal and State laws and regulations and all policies of The City regarding the confidentiality of such information.

18. BILLING

Invoices shall be submitted in accordance with Section 4.3 of the Continuing Services Agreement between the parties. Bills for fees or compensation under this contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Further, bills for any travel expenses shall be submitted in accordance with Florida Statute §112.061 where applicable.

19. THIRD-PARTY BILLING AND PAYMENT

To the extent applicable with regard to the services provided in this Contract, Contractor shall not be entitled to bill nor accept third-party payment without authorization of The City. Contractor agrees that The City shall not be obligated to make any payment that exceeds the rate referred to in the paragraph governing Compensation. The Contractor shall provide service documentation in accordance with professional standards and criteria of The City as requested.

20. CONTRACT RECORDS RETENTION

Pursuant to Florida Statute 119.0701, Contractor agrees to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Failure of Contractor to comply with this section and F.S. §119.0701 may include, but not be limited to, The City holding the Contractor in default, termination of the contract or legal action.

21. ETHICS CLAUSE

Contractor warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former City staff or employee. For breach or violation of this provision The City may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract 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.

22. 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 Contractors. 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.

23. 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.

24. COUNTERPARTS

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

25. 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 Contract and/or the policies of the City does not relieve the Contractor of the indemnification provisions contained within this Contract.

26. CAPTIONS

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

27. ENTIRE CONTRACT

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

28. NOTICES

All notices required by this Contract, 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>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	<u>The Contractor:</u> Jason R. Shepler, P.E. VP North Florida Infrastructure CPH Consulting, LLC 500 W Fulton Street Sanford, FL 32771-1220
--	---

29. NO WAIVER OF SOVERIGN 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.

30. 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 Contract on this ____ day of _____, 2026.

FOR CITY OF KEY COLONY BEACH, FLORIDA:

SIGNATURE OF MAYOR

DATE

FOR CONTRACTOR:

SIGNATURE OF CONTRACTOR

DATE

PRINT NAME

TITLE

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;
- Restrain, 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

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
Representative)

(Signature of Authorized

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_____.

Signature, NOTARY PUBLIC

My commission expires:

STAMP/SEAL

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/parish 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 School Board of Monroe County, 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_____.

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

_____ day of _____, 20_____.

NOTARY PUBLIC

My commission expires

GRANT AGREEMENT NO. KG011

I hereby acknowledge that I have read, understand, and accept all terms and conditions associated with this grant, attached hereto as *Attachment "B"*. I agree to comply with all requirements and conditions to ensure that the CITY receives the full benefit and intended use of the grant funds.

Signature

Date

Title

ATTACHMENT A



580-1 Wells Road
Orange Park, FL 32073
Phone: 904.278.0030

June 8, 2026

The Honorable Freddie Foster, Mayor
City of Key Colony Beach
600 West Ocean Drive
Key Colony Beach, FL 33051

RE: Engineering Services Agreement
Ocean Drive Water Quality Improvements Project
DEP Agreement No. KG011
City of Key Colony Beach, Florida
Project No. 2501920
Client No. 0604-22-1

Dear Mayor Foster:

We are pleased to present the following proposal for Engineering Services in conjunction with City of Key Colony Beach's Ocean Drive Water Quality Improvements Project. CPH Consulting, LLC, hereinafter referred to as the Engineer, proposes to provide services as described in the Scope of Services to City of Key Colony Beach, the Client, for the fees stipulated hereafter.

SCOPE OF SERVICES

The Engineer will provide preconstruction activities (design completion, topographic survey, and permitting services), bidding and contractor selection, construction administration, and project management services for the Ocean Drive Quality Improvements Project. Services will be performed in accordance with the terms outlined herein and are anticipated to be funded, in whole or in part, through the Florida Department of Environmental Protection (DEP) Florida Keys Area of Critical State Concern (ACSC) Grant Program, subject to legislative appropriation and execution of DEP Grant Agreement No. KG011 between DEP and the City.

The project will consist of stormwater infrastructure improvements along Ocean Drive and connecting streets in the City of Key Colony Beach to enhance stormwater collection, storage, and treatment. Grant funding will be used to construct exfiltration trenches, baffle boxes, control weirs, permeable pavers, etc. and modify existing stormwater outfall components to improve hydraulic performance and pollutant removal. The improvements are intended to reduce nutrient and sediment loads discharged to City canals and adjacent nearshore waters. The proposed scope of work is described further in the City's DEP Florida Keys Area of Critical State Concern Grant Program Project Proposal which was submitted to FDEP on August 29, 2025. The overall total project cost and associated funding is \$2,277,610 with a \$60,000 match from the City.

More specifically, the Engineer's scope of services will include the following:

ITEM A – PROJECT (GRANT) MANAGEMENT

Project management activities will include grant administration, subconsultant coordination, city coordination, regulatory coordination, budget management, construction coordination, review of contractor submittals and pay applications, construction observation and field coordination, participation in project meetings, schedule and budget tracking, coordination with the City and regulatory agencies, and overall project oversight to ensure compliance with contract documents and grant requirements.

The Engineer will assist the City in preparing: reimbursement requests, FDEP progress updates, and other administrative tasks during completion of the project. This also includes necessary teleconferences with the funding agency.

The Engineer will coordinate with the Florida Key Aqueduct Authority (FKAA) regarding existing utilities in the right of way and existing assets that will require relocation for completion of the project's concept.

The Engineer will coordinate project completion between the funding agency, City, and awarded contractor.

ITEM B - ENGINEERING DESIGN

The Engineer will perform engineering design for stormwater infrastructure improvements as generally described in Scope of Services. Design will include the preparation of engineering drawings and specifications in a format that is acceptable to the funding agency. The project's concept was completed as part of the City's match for the grant award. Those documents have already been delivered to the City and the funding agency. The City will receive a 90% set of Drawings and Technical Specifications for review and approval. Final bidding documents will be provided upon review and comment by the City and the regulatory agency.

The upstream water quality improvements are designed to allow use of the existing outfall. The project's hydraulic capacity is limited to the existing injection well and existing outfall combined capacities. In the City's current configuration, the system is limited by lack of exfiltration trenches and the canal outfall. The improvements do not include any modification to existing canal outfall piping size.

ITEM C - TOPOGRAPHIC SURVEY

The Engineer will obtain on-site, above-ground field topographic survey information at the immediate area of improvements as necessary for the preparation of construction drawings and preparation of the permit applications. As it relates to subsurface utilities, the Engineer will perform a Quality Level C Investigation, in accordance with ASCE 38-22, Standard Guideline for investigating and documenting existing utilities.

ITEM D - PERMIT APPLICATIONS

Stormwater Environmental Resource Permitting: The Engineer will prepare and submit permit applications required for the Project, including an Environmental Resource Permit (ERP) from the Florida Department of Environmental Protection (FDEP), as applicable. Local right-of-way permits and utility coordination required by the City of Key Colony Beach will be supported.

Stormwater Outfall Canal Improvement Permitting: The existing stormwater outfall from Ocean Drive was investigated by the City and the location has silted up from lack of use and the City's dead-end canal configuration. The following services will prepare a Nationwide Permit request from the Army Corps of Engineer (ACOE) and General Permit from the FDEP to allow removal of the material blocking the outfall.

U.S. Army Corps of Engineers Permitting

The Engineer assumes a Nationwide Permit is required to dredge silt and debris within the canal. The footprint of the work is estimated at 15 cubic yards of dredge. The following services will be provided:

- Prepare the ACOE application forms and provide supporting information to meet the federal requirements. Prepare an Environmental Resource Permit memorandum.
- The Engineer will prepare exhibits illustrating the plan views and cross sections of the proposed dredge. Two exhibits are anticipated, one plan view and one cross section.
- An archaeological study, if required, will be provided as an additional service.
- It is assumed that mitigation is not required for this application. If mitigation is required, the Engineer will provide a separate proposal for those services.
- The Engineer will prepare one (1) Request for Additional Information (RAI) Letter response for any ACOE environmental comments.

- This task does not include specific surveys required by the ACOE including but not limited to seagrass survey, wildlife survey and benthic survey.

FDEP Permitting

The Engineer assumes a General Permit will be required to obtain authorization for the dredging activity. The proposed action is estimated at 15 cubic yards of dredge. The following services will be provided:

- Prepare FDEP application forms and provide supporting information to meet the requirements. Prepare an Environmental Resource Permit Report memorandum.
- Request a Mean High and Mean Low Water Elevation Determination from FDEP Survey Department in Tallahassee.
- Conduct a review of the project area with an FDEP representative after the submittal of the permit application. The Engineer will prepare exhibits illustrating the plan views and cross sections of the proposed dredge. Two exhibits are anticipated, one plan view and one cross section.
- It is assumed that mitigation will not be required by FDEP.
- The Engineer will prepare one (1) Request for Additional Information (RAI) Letter response for any FDEP environmental comments.
- This task does not include specific surveys required by the FDEP including but not limited to seagrass survey, wildlife survey and benthic survey.

Permitting Exclusions

The following items are excluded from the scope of services since they are not anticipated as permitting requirements:

- Special meetings with agencies, other consultants or Client except those meetings, if any, specifically identified in the above Scope of Work.
- Professional Surveying.
- Tree Removal Permitting.
- Archaeological & Historical Studies or Reports.
- Section 7 or Section 10 Consultation and Studies.
- Specific Wildlife Assessments and Permitting.

- Special Purpose Surveys and/or Engineering.
- Mitigation Bank Credit Purchase.
- Sovereign Submerged Lease with FDEP.

ITEM E - CONSTRUCTION BIDDING SERVICES

The Engineer will assist the Client in advertising the project for construction bids, based upon award to a single contractor, by preparing an advertisement for bids; selling bid documents to prospective bidders; maintaining a record of prospective bidders to whom Bidding Documents have been issued; issuing addenda as appropriate to clarify, correct, or change the bid documents; and preparing a tabulation of bids.

ITEM F - CONSTRUCTION ADMINISTRATION

1. The Engineer will provide standard Engineering Construction Administration Services, including the preparation of construction contract documents; attending a preconstruction conference; reviewing the Contractor's material shop drawings; making periodic visits to the site to observe the progress of the various aspects of the Contractor's work; reviewing and approval of the Contractor's applications for payment; and processing change orders, if required.
2. Reviewing the Contractor's completion documents and as-built drawings.
3. Preparation of periodic DEP reimbursement or payment requests, including the final DEP reimbursement or payment request as well as close out documents and performing a final inspection of the work.

ITEM G - OBSERVATION SERVICES

The Engineer will provide Project Representative (RPR) services as directed by the City to support the construction observation efforts. The City has historically completed this role, and it is the Engineer's understanding that the City will retain a presence during construction activities. The Engineer's RPR time is budgeted as a limiting amount in the schedule of fees, and will be billed based on the firm's current hourly rate with associated expenses for mileage and meals.

ADDITIONAL SERVICES

Should the Client change the scope of work related to the design of the Ocean Drive Water Quality Improvements Project, such that additional engineering services will be required

and not reasonably anticipated at the time of this agreement approval, the scope and fees for the additional services will be negotiated once the changed scope is defined.

CONDITIONS

As needed for completion of the project scope of work, the Client will provide:

Copies of all available Client records as may be required for the Engineer to complete the scope of services | Boundary and/or plat maps | Regulatory agency permit application fees | Should land acquisition or easements be required for this project, the Client will provide services that may be required such as property appraisals, legal surveys, easements, title searches, zoning changes, attorney fees, and recording fees.

EXCLUSIONS

The Engineer's scope of services does not include:

Advertising cost | Landscape plans | Traffic studies | Retaining wall design | Structural design | Zoning related tasks | Wetlands surveys, wetlands permitting, nor wetland mitigation | Flood plain permitting nor flood plain mitigation | Tree surveys | Right of way mapping nor easement work | Platting | LEED Consultation/Design | Value engineering | Seagrass survey | Wildlife survey | Benthic survey | Bathymetric survey | Item D Exclusions

**PURSUANT TO FLORIDA STATUTES, SECTION 558.0035,
AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE
HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

SCHEDULE OF FEES

Item	Grant Task	Description Billing Basis	Total Amount
A	3	Project Management Lump Sum	\$16,500
B	1	Engineering Design Lump Sum	\$145,580
C	1	Topographic Survey Lump Sum	\$27,720
D	1	Permit Applications Lump Sum	\$35,000
E	2	Construction Bidding Services Lump Sum	\$7,500
F	3	Construction Administration Lump Sum	\$32,060
G	3	Observation Services Hourly ¹	\$12,500
TOTAL			\$276,860.00

1 As directed by the City, the Engineer will provide a construction observer to the project site who will be billed on an hourly basis with associated expenses.

Grant Task 4 is allotted for the contractor's cost to build the project.

Invoices for services in progress are prepared monthly and are due in accordance with Florida Statute 218, The Local Government Prompt Payment Act. Payments which are not received in accordance herewith are subject to late fees as outlined in the Act as well as collection fees and may cause the Engineer to stop work on the Client's projects. The fees listed above do not include state sales tax, federal sales tax, or value added tax (VAT), should it be required by law.

ACCEPTANCE

Acceptance of this proposal including the Appendix A Standard Provisions may be indicated by the signature of a duly authorized official of the Client in the space provided below. One signed copy of the proposal returned to the Engineer will serve as Notice to Proceed. Should this proposal not be accepted within a period of thirty (30) days, it will become null and void.

Sincerely,
CPH Consulting, LLC



Jason R. Shepler, P.E.
VP - North Florida Infrastructure

Accepted by
City of Key Colony Beach

Freddie Foster
Mayor

Date: _____

JRS/bb

ATTACHMENT B



PERMIT PROJECT

FILE #: 24-001426

200 13TH ST KEY COLONY BEACH FL 33051

BUILD A NEW CBS SINGLE HOME, TWO STORY ABOUT 3469 SQ' WITH 6 BEDS,
8 BATHS AND ELEVATOR.



ENDANGERED SPECIES APN



PERMIT #: B24-000440

Permit Type

Building Permit

Subtype

New Construction (**New Development Only**)



Work Description:

Build a new CBS single home, two story about 3469 Sq' with 6 beds, 8 baths and elevator.

Applicant

JRC PRO BUILDERS of the Keys LLC - JOSE DAVALOS



Status

Issued



Valuation

0.00



FEES & PAYMENTS

Plan Check Fees

0.00

Permit Fees

25,688.00

Total Amount

25,688.00

Amount Paid

25,688.00

Balance Due

0.00



Non-Billable



PERMIT DATES

Application Date

11/19/2024

Approval Date

01/23/2025

Issue Date:

01/23/2025

Expiration Date:

04/23/2027

Close Date

Last Inspection

Foundation/Footers/Pilings/Augers on 03/26/2026

Are you the property owner?

No



Property Owner Name

Property Owner Address

Property Owner Phone Number

Property Owner Email

PROJECT INFORMATION

Type of Structure

Single Family



Intended Use (Specify Residential or Business)

Residential

Total Square Footage

3,469

Stories

2

Height

40

Type of Construction (Specify concrete block, frame, etc.)

Concrete block

Cost of Construction

\$1,000,000.00

Will you be using a Private Provider

No



[click here for private provider packet.](#)



Private Provider



SUBMITTAL REQUIREMENTS

Please upload all supporting documents here

FORM A.2 - PRIVATE PROVIDER PERSONNEL DIRECTORY and QUALIFICATIONS w-Resumes.pdf



Florida Product Approval or NOA

Florida Product Approval or NOA search [Click this Link](#)

Upload Installation Instructions

CGI - Casement.pdf

CGI - Fixed.pdf

CGI - French Doors.pdf

ESR - 1826.pdf

FL16342_R4_IL_DRX13004.4 2023 FBC Eval MetShield final2.pdf





As of 3/1/2024 the new notice of commencement will be required.

Notice of Commencement

download here

200 NOC.pdf



☒ NOC Checked

Private Provider Notice Form
download here

Private Provider Form

Scan_11072024122258.PDF



Owner Builder Disclosure Statement
download here

Owner Builder Disclosure Form



Contractor Registration Form
download here

Contractor Registration Form



Cargo Lift Safety Affidavit
download here

Cargo Lift Safety Affidavit



Substantial Improvement/Substantial Damage Worksheet
download here

Substantial Improvement/Substantial Damage Worksheet



A Notice of Commencement is required prior to scheduling inspections. Please download and complete the Notice of Commencement document. This form needs to be recorded with the Monroe County Clerk of Court and filed with our office.

CONTACTS

Contractor

JRC PRO BUILDERS of the Keys LLC - JOSE DAVALOS



Bonding Company Name/Address



Architect/Engineer Name/Address



LIST ALL SUBCONTRACTORS, COUNTY & STATE LICENSE NUMBER AND COST

Starting March 1, 2024, the new sub-contractor letter of intent needs to be uploaded for each sub-contractor on the job before any permit will be issued.

Electrical Subcontractor Form

L Star.pdf



Electrical

LSTAR ELECTRIC - GENARO RODRIGUEZ



Plumbing Subcontractor Form

Adobe Scan Nov 19, 2024 (2).pdf



Plumbing

JC Construction Management Inc - Yadira Blanco



Mechanical Subcontractor Form

Ocean kooling_0001.pdf

**Mechanical**

Ocean Kooling Services, Inc. - Rolando Arniella

**Concrete/Masonry Subcontractor Form****Concrete/Masonry****Carpentry Subcontractor Form****Carpentry****Roofing Subcontractor Form**

Eagle of the Keys_0001.pdf

**Roofing**

Eagle of the Keys Roofing Contractors, Inc. - Jorge Lara

**Swimming Pool Subcontractor Form****Swimming Pool****OTHER SUBCONTRACTORS****OTHER SUBCONTRACTOR FORM****OTHER**

+ Add Row

ACKNOWLEDGEMENT

Once you click submit you will be directed to our secure payment processor. Failure to pay the application fees will result in a delay in permit review.

OFFICIAL USE☐ After the fact**Charge Fire Safety Fees**

Single Family

**Charge Clean Up Bond Fees**

Single Family

☐ Charge Type of Structure Fee**FEES**

FEE	DESCRIPTION	QUANTITY	AMOUNT	TOTAL
Permit Fee - New Development				15,000.00
Building Surcharge Fee				375.00
Fire Safety - Single Family Home				100.00

		QUANTITY	AMOUNT	TOTAL	
Clean Up Bond				1,000.00	
Education fee				25.00	
Planning and Zoning Fee		1.0	250.0000	250.00	
Sewer Tie In		1.0	100.0000	100.00	
Impact Fee KCP		1.0	1,213.0000	1,213.00	
KCB Development		1.0	2,000.0000	2,000.00	
Sewer Connection		1.0	5,625.0000	5,625.00	
Plan Check Fees				0.00	
Permit Fees				25,688.00	
Total Fees				25,688.00	

PAYMENTS



DATE	TYPE	REFERENCE	NOTE	RECEIPT #	RECEIVED FROM	AMOUNT	
11/26/2024	Check	trn_5af5c6f4	B24-00	3511	JRC PRO B	15,400.00	
01/22/2025	Check	trn_a090c70	B24-00	28	JRC PRO B	10,288.00	
Amount Paid						25,688.00	
Balance Due						0.00	

May 29, 2026

City Commission
City of Key Colony Beach
600 W. Ocean Drive
Key Colony Beach, FL 33051

RE: Request for Extension of Building Permit No. B25-000068
Property Address: 55 Coral Lane, Key Colony Beach, FL

Honorable Mayor and Members of the City Commission:

I am the owner of the property located at 55 Coral Lane, Key Colony Beach, Florida, and respectfully request an extension of Building Permit No. B25-000068 pursuant to Section (d) of the City of Key Colony Beach Code of Ordinances.

Project Information

Property Address: 55 Coral Lane, Key Colony Beach, FL
Permit Number: B25-000068
Scope of Work: New Residential Construction
Date Construction Commenced: June 30, 2025

Current Status of Construction

Construction is actively underway, and substantial progress has been made on the residence. The structure has been erected and construction continues toward completion, including the remaining interior, exterior, mechanical, electrical, plumbing, and finish work required for final inspections and issuance of a Certificate of Occupancy.

Estimated Completion Date

Based on the current construction schedule, I anticipate the project will be completed and a Certificate of Occupancy issued by the end of 2026.

Reason for Extension Request

While the project has progressed substantially, additional time is needed beyond the current permit expiration date of August 6, 2026, to complete construction and obtain final approvals.

A significant factor contributing to the project timeline occurred at the beginning of construction. After the permit was issued, I made the decision to change contractors before major construction activities commenced. While I believe this was ultimately the right decision for the quality and successful completion of the project, the transition required additional time to engage a new contractor, coordinate project turnover, and mobilize the new construction team. This resulted in a delay of several months from the original anticipated construction start date.

Additionally, prior to commencement of construction, time was required to complete the initial test pile borings and related foundation investigations necessary for the project. As a result of these factors, construction did not begin until June 30, 2025.

Since that time, work has proceeded diligently and in good faith, and construction continues to move steadily toward completion.

Request

Accordingly, I respectfully request that the City Commission grant the full twelve (12) month extension permitted under Section (d) of the City of Key Colony Beach Code of Ordinances for Building Permit No. B25-000068.

While I currently anticipate that construction will be completed and a Certificate of Occupancy will be issued by the end of 2026, the nature of residential construction in the Florida Keys can involve

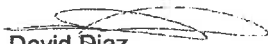
unforeseen circumstances, including weather-related delays, labor availability, material procurement issues, inspection scheduling, and other factors outside of the owner's control.

As such, I believe it is prudent to request the full extension period authorized by the ordinance. Granting the full twelve-month extension would provide adequate flexibility to complete the project without interruption and would eliminate the need to return to the City Commission to request an additional extension should unforeseen circumstances arise.

I understand and agree to pay any applicable extension fees required by the City and appreciate the Commission's consideration of this request.

Thank you for your time and consideration. Please let me know if any additional information or supporting documentation is needed in connection with this request.

Respectfully submitted,



David Diaz
Property Owner
55 Coral Lane
Key Colony Beach, FL 33051
ddiaz@walkerblue.com

	CITY OF KEY COLONY BEACH BUILDING DEPARTMENT 305-289-1212 EXT 3	
WORKING HOURS: 7:30-PM. - 6:00 P.M. MONDAY SATURDAY "NO SUNDAYS OR HOLIDAYS	BUILDING PERMIT	ALL WORK TO COMPLY WITH FBC AND KCB REGULATIONS Alain Rodriguez / Ray's Construction Services LLC <i>Work Description:</i> <i>New Construction for Residential 3 story Building</i> Parcel ID: 00079060-000000 Cost of Construction: \$954,000.00
Notice of Commencement: A copy of this NOC must be submitted to the Building Department prior to the first inspection and be posted on site. Your failure to record a notice of commencement may result in your paying twice for improvements to your property. If you intend to obtain financing, consult with your lender or an attorney before recording your notice of commencement. Code of Ordinances 6-6 Subsection (9) Permits display: The Building permit shall be permanently displayed at the site to which it is pertinent from the start of construction until the completion of construction. Failure to post on site shall be subject to subject to a maximum fine of \$250.00 per day. For Inspections, please call 305-289-1212 ext. 3 or email inspection requests to buildingassistant@keycolonybeach.net Please note all inspections must be emailed or called in no later than 2pm for next day inspections.		Lot: SOUTHERLY 30 FT OF LOT 14 & NORTH 1/2 LOT 15 Block: N/A Street Address: <u>55 CORAL LN</u> Subdivision: KEY COLONY BEACH BOTEL SUBD Property Owner: <u>HUMBERTO'S HIDEWAY 55, LLC</u> Date Issued: <u>05/06</u> /2025 Expiration Date: 08/06 /2026 Permit No. <u>B25-000068</u>



PERMIT PROJECT
FILE #: 25-000078
55 CORAL LN KEY COLONY BEACH FL 33051
NEW CONSTRUCTION FOR RESIDENTIAL 3 STORY BUILDING



PERMIT #: B25-000068

Permit Type

Building Permit

Subtype

New Construction (New Development Only**)**



Work Description:

New Construction for Residential 3 story Building



Applicant

Humbertos Hideaway 55, LLC - David Diaz



Status

Issued



Valuation

0.00



FEES & PAYMENTS

Plan Check Fees

0.00

Permit Fees

24,962.05

Total Amount

24,962.05

Amount Paid

24,712.05

Balance Due

250.00

☐ Non-Billable



PERMIT DATES

Application Date

02/13/2025

Approval Date

05/06/2025

Issue Date:

05/06/2025

Expiration Date:

08/06/2026

Close Date

Last Inspection

Lintel/Tie Beams/Grade Beams on 02/11/2026 (Inspection Passed)



Are you the property owner?
Yes

Is this a rental property?
No

PROJECT INFORMATION

Type of Structure
Single Family

Intended Use (Specify Residential or Business)
Residential

Total Square Footage
3,292

Stories
3

Height
38.6

Type of Construction (Specify concrete block, frame, etc.)
Concrete Block

Cost of Construction
\$954,000.00

Will you be using a Private Provider
No

click here for private provider packet.

Private Provider

SUBMITTAL REQUIREMENTS

Please upload all supporting documents here

- 24012 E-0.00.pdf
- 24012 E-0.01.pdf
- 24012 E-1.00.pdf
- 24012 E-1.01.pdf
- 24012 E-1.02.pdf
- 24012 E-2.00.pdf
- 24012 E-2.01.pdf
- 24012 E-2.02.pdf
- 24012 E-3.00.pdf
- 24012 E-4.00.pdf
- 24012 M-0.00.pdf
- 24012 M-1.00.pdf
- 24012 M-1.01.pdf
- 24012 M-1.02.pdf
- 24012 P-0.00.pdf
- 24012 P-0.01.pdf
- 24012 P-1.00.pdf
- 24012 P-1.01.pdf
- 24012 P-1.02.pdf
- 24012 P-2.00.pdf



24012 P-2.01.pdf
 24012 P-2.02.pdf
 24012 P-3.00.pdf
 A-0.00 - COVER SHEET-ss.pdf
 A-0.10 - GENERAL NOTES + SYMBOLS + ABBREVIATIONS + SYMBOL LEGENDS-ss.pdf
 A-1.00 - STORAGE DIMENSION PLAN (LEVEL 1)-ss.pdf
 A-1.01 - STORAGE FLOOR PLAN (LEVEL 1)-ss.pdf
 A-1.02 - FIRST FLOOR DIMENSION PLAN (LEVEL 2)-ss.pdf
 A-1.03 - FIRST FLOOR PLAN (LEVEL 2)-ss.pdf
 A-1.04 - SECOND FLOOR DIMENSION PLAN (LEVEL 3)-ss.pdf
 A-1.05 - SECOND FLOOR PLAN (LEVEL 3)-ss.pdf
 A-1.10 - STORAGE FLOOR REFLECTED CEILING PLAN-ss.pdf
 A-1.11 - FIRST FLOOR REFLECTED CEILING PLAN (LEVEL 2)-ss.pdf
 A-1.12 - SECOND FLOOR REFLECTED CEILING PLAN (LEVEL 3)-ss.pdf
 A-1.20 - ROOF PLAN-ss.pdf
 A-2.00 - OVERALL EAST ELEVATION-ss.pdf
 A-2.01 - EAST AND NORTH ELEVATIONS-ss.pdf
 A-2.02 - WEST AND SOUTH ELEVATIONS-ss.pdf
 A-3.00 - BUILDING SECTIONS A & B-ss.pdf
 A-3.01 - BUILDING SECTIONS C & D-ss.pdf
 A-3.02 - BUILDING SECTIONS E & F-ss.pdf
 A-3.10 - WALL SECTIONS-ss.pdf
 A-3.20 - WALL SECTIONS-ss.pdf
 A-3.30 - WALL SECTIONS-ss.pdf
 A-3.40 - WALL SECTIONS-ss.pdf
 A-4.00 - ENLARGED PLAN - STAIRS-ss.pdf
 A-4.01 - ENLARGED PLAN - ELEVATOR-ss.pdf
 A-5.00 - DOOR + WINDOW SCHEDULES, TYPES + NOTES-ss.pdf
 A-6.00 - STORAGE FLOOR FINISH PLAN (LEVEL 1) + NOTES + SCHEDULE-ss.pdf
 A-6.01 - FIRST FLOOR FINISH PLAN (LEVEL 2) + NOTES + SCHEDULE-ss.pdf
 A-6.02 - SECOND FLOOR FINISH PLAN (LEVEL 3) + NOTES + SCHEDULE-ss.pdf
 A-7.00 - ADDITIONAL GENERAL DETAILS-ss.pdf
 AHU-1.pdf
 AHU-2.pdf
 AS-1.00 - SITE PLAN-ss.pdf
 AS-1.01 - SITE DRAINAGE AND UTILITIES PLAN-ss.pdf
 AS-1.10 - SITE PLAN DETAILS-ss.pdf
 EPL.pdf
 Form R405.pdf
 PDS-1.pdf
 PP-1.00.pdf
 S-1 DELTA2 signed.pdf
 S-2 DELTA2 signed.pdf
 S-3 DELTA2 signed.pdf
 S-4 DELTA2 signed.pdf
 S-5 DELTA2 signed.pdf
 S-6 DELTA2 signed.pdf
 S-7 DELTA2 signed.pdf
 WS-24-58_CORAL LN_SURV-UPDATE(BDY)-(FLEAST-NGVD29)_25-01-13-s&s.pdf



Florida Product Approval or NOA

Florida Product Approval or NOA search [Click this Link](#)

Upload Installation Instructions

44mm_ER_Drawings_2023 Rolling Shutters.pdf
 FL239_R29_C_CAC_23-0707.12.pdf
 FL251_R39_IL_23-0710.07.pdf
 FL253_R25_IL_23-0724.04.pdf
 LOUVERS EHH401_submittal.pdf
 ROOF FL41724_R1_AE_248-Eval2.pdf



underlayment NOA 24-0222.08.pdf



As of 3/1/2024 the new notice of commencement will be required.

Notice of Commencement

download here

55 Coral Lane - filed NOC.pdf



☒ NOC Checked

Private Provider Notice Form

download here

Private Provider Form



Owner Builder Disclosure Statement

download here

Owner Builder Disclosure Form



Contractor Registration Form

download here

Contractor Registration Form



Cargo Lift Safety Affidavit

download here

Cargo Lift Safety Affidavit



Substantial Improvement/Substantial Damage Worksheet

download here

Substantial Improvement/Substantial Damage Worksheet



A Notice of Commencement is required prior to scheduling inspections. Please download and complete the Notice of Commencement document. This form needs to be recorded with the Monroe County Clerk of Court and filed with our office.

CONTACTS

Contractor

Ray's Construction Services LLC - Alain Rodriguez



Bonding Company Name/Address



Architect/Engineer Name/Address



LIST ALL SUBCONTRACTORS, COUNTY & STATE LICENSE NUMBER AND COST

Starting March 1, 2024, the new sub-contractor letter of intent needs to be uploaded for each sub-contractor on the job before any permit will be issued.

Electrical Subcontractor Form

Galaxy Electric sign on 55 Coral Lane.pdf



Electrical

Galaxy Electrical Contractors Corp -



Plumbing Subcontractor Form

JC Construction - sign on - 55 Coral Lane - Plumbing.pdf



Plumbing

JC Construction Management Inc - Yadira Blanco



Mechanical Subcontractor Form

55 Coral lane Hvac sign on.pdf



Mechanical

Casprode LLC - Luis



Concrete/Masonry Subcontractor Form



Concrete/Masonry



Carpentry Subcontractor Form



Carpentry



Roofing Subcontractor Form

Eagle of the Keys Roofing - sign on - 55 Coral Lane.pdf



Roofing

Eagle of the Keys Roofing Contractors, Inc. - Jorge Lara



Swimming Pool Subcontractor Form



Swimming Pool



OTHER SUBCONTRACTORS

OTHER SUBCONTRACTOR FORM

OTHER



+ Add Row

ACKNOWLEDGEMENT

Once you click submit you will be directed to our secure payment processor. Failure to pay the application fees will result in a delay in permit review.

OFFICIAL USE

☐ After the fact

Charge Fire Safety Fees

Single Family



Charge Clean Up Bond Fees

Single Family



☐ Charge Type of Structure Fee

FEES



FEE	DESCRIPTION	QUANTITY	AMOUNT	TOTAL
Permit Fee - New Development				12,402.00
Building Surcharge Fee				310.05

		QUANTITY	AMOUNT	TOTAL	
Fire Safety - Single Family Home				125.00	
Clean Up Bond				1,000.00	
Planning and Zoning Fee		1.0	500.0000	500.00	🗑
Sewer Tie In		1.0	150.0000	150.00	🗑
Impact Fee KCP		1350.0	1.0000	1,350.00	🗑
KCB Development		2000.0	1.0000	2,000.00	🗑
Sewer Connection		1.0	5,625.0000	5,625.00	🗑
Final Inspection Fee		1.0	500.0000	500.00	🗑
Misc Fee	6-56 Buildings and Property Maint. - 1/20/26	250.0	1.0000	250.00	🗑
Misc Fee	6-56 Buildings and Property Maintenance	250.0	1.0000	250.00	🗑
Misc Fee	6-56 Buildings and Property Maintenance 10/21/25	250.0	1.0000	250.00	🗑
Misc Fee	6-56 Buildings and Property Maintenance 10/3	250.0	1.0000	250.00	🗑
Plan Check Fees				0.00	
Permit Fees				24,962.05	
Total Fees				24,962.05	

📅 PAYMENTS



DATE	TYPE	REFERENCE	NOTE	RECEIPT #	RECEIVED FROM	AMOUNT	
02/13/2025	Credit	trn_11ad291	B25-01	69	Humberto	13,837.05	🗑 📄
02/20/2025	Credit	trn_89a1ceb	B25-01	74	Humberto	10,125.00	🗑 📄
10/15/2025	Check	ck 10288	payme	1318	Ray's Cons	500.00	🗑 📄
01/20/2026	Credit	trn_5c57523	B25-01	24	Ray's Cons	250.00	🗑 📄
Amount Paid						24,712.05	
Balance Due						250.00	

City of Key Colony Beach

PO Box 510141 Key Colony Beach, Florida • Phone # 305-289-1212 • Fax# 305-289-1767



CONTRACT RENEWAL

THIS CONTRACT RENEWAL is made and entered into the date last written below, by and between the City of Key Colony Beach, Florida ("City"), and **Mr. John Bartus** ("City Administrator"), in order to renew the agreement ("Original Contract") between the parties dated **July 18, 2024** (original contract date), a copy of which is attached hereto as Attachment A and incorporated by reference.

1. The City Administrator will renew his original contract, thereby creating a renewed contract ("Renewed Contract").
2. The Renewed Contract shall commence on **July 22, 2026**, and expire on **July 22, 2027**.
3. All other terms and conditions of the Original Contract shall remain in full force and effect.
4. Contractor's obligations to remain in effect as evident by Original Contract.

NOTE: A copy of the original contract must accompany this renewal.

IN WITNESS WHEREOF, the parties have executed this Contract Renewal on this _____ day of _____, 2026.

SIGNATURE OF MAYOR

DATE

SIGNATURE OF REPRESENTATIVE

DATE



**AMENDMENT NO. 1
TO THE CITY ADMINISTRATOR EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF KEY COLONY BEACH AND JOHN BARTUS**

This Amendment No. 1 ("Amendment") is made and entered into this 18th day of December, 2025, by and between the City of Key Colony Beach, Florida ("City") and John Bartus ("City Administrator").

WHEREAS, the parties entered into a City Administrator Employment Agreement dated July 18, 2024 ("Agreement"); and

WHEREAS, the City Commission desires to amend specific provisions of the Agreement relating to compensation and hours of work; and

WHEREAS, the City Commission desires to amend the Agreement to provide a salary increase in the amount of Twenty Thousand Dollars (\$20,000.00); and

WHEREAS, the City Administrator agrees to the amendments set forth herein; and

WHEREAS, except as expressly amended herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Amendment to Section 3 – Compensation

Section 3 of the Agreement is hereby amended to read as follows:

"SECTION 3. COMPENSATION

The City agrees to provide the City Administrator with a salary increase in the amount of Twenty Thousand Dollars (\$20,000.00) to his current agreed-upon salary."

2. Amendment to Section 14 – Hours of Work

Section 14 of the Agreement is hereby amended to read as follows:

"SECTION 14. HOURS OF WORK

The City Administrator shall maintain regular working hours of at least thirty (30) hours per week, which represents an increase from the previously established minimum of twenty-five (25) hours per week. Additional working hours may be required as necessary and/or upon request by the Mayor and/or City Commission."

3. Effect of Amendment

Except as expressly amended herein, all other terms, conditions, rights, and obligations of the Employment Agreement remain unchanged and in full force and effect.



IN WITNESS WHEREOF, the parties have executed this Amendment on the dates below.

CITY OF KEY COLONY BEACH,
FLORIDA


Freddie Foster, Mayor

Date: 12/18/2025

ATTEST:


Silvia Roussin, City Clerk

Date: 12-18-2025

CITY ADMINISTRATOR


John Bartus

Date: 12/18/2025

CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made and entered into this 18 day of July, 2024, by and between the City of Key Colony Beach, Florida, a Florida municipal corporation (the "City") and John Bortus ("City Administrator").

WITNESSETH:

WHEREAS, Section 5-5 (a) of the City Charter provides that the City Administrator shall be the an administrative officer of the City; and

WHEREAS, it is the desire of the City to secure and retain the services of the City Administrator; and

WHEREAS, the City Administrator desires to be employed as the City Administrator for the City.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES

- 1.) The City Administrator shall carry out the policy directives of the City Commission and shall perform such other legally permissible, ethical, and proper duties as may be assigned by the City Commission from time to time. All duties assigned to the City Administrator by the City Commission shall be appropriate and consistent with the professional role and responsibilities of the City Administrator.
- 2.) The City Administrator shall manage and perform duties to ensure compliance with County, State and Federal requirements from, but not limited to: County Emergency Management; State, Governor, Health, DEO, DEP, DEM, FWC; and Federal, FEMA, EPA, USACE and Florida Keys National Marine Sanctuary.
- 3.) The Mayor shall serve as the City Emergency Manager with assistance from the Police Chief, Building Official, Public Works Department Head, and City Clerk.
- 4.) The City Administrator will coordinate and manage all interlocal agreements with the County and other Municipalities in Monroe County in accordance with Commission guidance/approval.
- 5.) The City Administrator will coordinate all requests to ensure the policies of the City Commission are represented.
- 6.) The City Administrator will provide the Commission with a balanced budget and ensure timely workshops, commission votes and public hearings to complete the budget process in accordance with State/County TRIM requirements. The City Administrator's spending authority and limit shall be \$500.00. The Mayor retains authority to verify any and all spending over \$500.
- 7.) The City Administrator shall report directly to the Mayor and shall not have supervisory control over any other Appointive Officers or Department Heads of the City. However, it is expressly understood by the City Administrator, the Mayor, and Commission that policy direction comes from the City Commission as a whole and not individually as Commissioners.
- 8.) The City Commission, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to their attention to the City Administrator who shall study and take necessary and/or appropriate action.

SECTION 2. TERM

This Agreement shall be for a term of **two (2) years commencing on July 22, 2024, and** concluding at midnight of **July 22, 2026**. This agreement is renewable by further agreement of the parties. Nothing

in this Agreement shall prevent, limit or otherwise interfere with the right of the City Commission to terminate the services of the City Administrator at any time, likewise, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Administrator to resign at any time from the Executive position, subject only to the provisions set forth in Section 11 of this Agreement.

SECTION 3. COMPENSATION

The City agrees to pay the City Administrator for his services rendered an annual base salary of \$75,000.00 payable in equal biweekly installments.

SECTION 4. HEALTH, DISABILITY AND LIFE INSURANCE BENEFITS

The City Administrator shall receive no health, disability or life insurance or any other benefits as part of this Agreement.

SECTION 5. VACATION AND SICK LEAVE

For years 0-3 of employment the City Administrator shall receive 15 vacation days and 13 sick leave days. Vacation shall be in addition to and therefore not include recognized holidays.

SECTION 6. RESIDENCY & WORKING HOURS

The City Administrator shall establish and maintain permanent residence preferably within the City's geographical boundaries or within the geographical boundaries of Monroe County, Florida.

The City Administrator will keep regular working hours of a minimum of 25 hours per week ~~(not to exceed 30 hours per week)~~. Additional working hours may occur as needed and/or upon request by the Mayor and/or City Commission. ~~In the event that additional hours over 30 hours per week are required of the City Administrator, he shall be compensated at the rate of \$60.00 per hour. Compensation for additional hours shall be due and payable in the next preceding paycheck period from when the hours were accrued.~~

SECTION 7. PROFESSIONAL DEVELOPMENT

The City recognizes that the City Administrator's attendance at professional development and training courses are beneficial to the City. The City agrees to budget for and pay for reasonable and customary travel and subsistence expenses of the City Administrator to attend courses and seminars that are necessary for his professional development related to City issues with Mayor or City Commission approval. The City shall pay reasonable cost of travel expenses for attendance at the ICMA, Florida League of Cities and, NLC annual conferences, as well as the expense of attendance at Florida Keys Days.

SECTION 8. GENERAL BUSINESS EXPENSES

The City shall pay reasonable and necessary professional dues and subscriptions for the City Administrator to participate in national, regional, state, and local associations and organizations essential for the City Administrator's continued professional development, including but not limited to, ICMA and FCCMA (Florida City and County Management Associations). In any event, such attendance will not exceed ten (10) weekdays per year without approval of the City Commission. ~~Any days spent attending events hereunder shall not be considered vacation days.~~

SECTION 9. OFFICE EQUIPMENT

The City shall provide the City Administrator with the use of desktop and laptop computers with appropriate software, a cellular telephone (PDA/smartphone), mobile hotspot, tablet, and such other equipment as may be necessary for the City Administrator to make himself available to perform his duties

and to be able to maintain communication with the City Commission, City staff, and City residents at all times, as approved in the City's annual budget.

SECTION 10. TERMINATION AND SEVERANCE PAY

The City Administrator serves at the pleasure of the City Commission. The City may, at any time whatsoever, for any lawful reason whatsoever terminate the employment of the City Administrator by an affirmative vote of a majority of the entire City Commission as prescribed by the City Charter. In such event, the City Commission will give written notice of termination to the City Administrator of the decision of the City Commission not less than thirty (30) days prior to the effective date of the termination of employment. The City Administrator will be entitled, following a one-year probation period, to a lump sum severance payment equal to three (3) weeks of base salary in compliance with Section 215.425(4)(a), Florida Statutes, to be paid on the effective date of the termination of employment at the City Administrator's rate of pay on the date of separation from employment.

The City shall not be required to pay the severance payment set forth in the above paragraph in the event the City Commission terminates the employment of the City Administrator during the one-year probation period or because of an adjudication of guilt of any felony, or because of a finding of misconduct as defined by Section 443.036(29), Florida Statutes. Severance pay is prohibited if the City Administrator is terminated for misconduct as defined by Section 443.036(29), Florida Statutes. The current statutory language reads:

(29) "Misconduct," irrespective of whether the misconduct occurs at the workplace or during working hours, includes, but is not limited to, the following, which may not be construed in pari materia with each other:

- (a) Conduct demonstrating conscious disregard of an employer's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the employer expects of his or her employee. Such conduct may include, but is not limited to, willful damage to an employer's property that results in damage of more than \$50, or theft of employer property or property of a customer or invitee of the employer.
- (b) Carelessness or negligence to a degree or recurrence that manifests culpability or wrongful intent or shows an intentional and substantial disregard of the employer's interests or of the employee's duties and obligations to his or her employer.
- (c) Chronic absenteeism or excessive tardiness in deliberate violation of a known policy of the employer or one or more unapproved absences following a written reprimand or warning relating to more than one unapproved absence.
- (d) A willful and deliberate violation of a standard or regulation of this state by an employee of an employer licensed or certified by this state, which violation would cause the employer to be sanctioned or have its license or certification suspended by this state.
 - 1. A violation of an employer's rule, unless the claimant can demonstrate that:
 - a. He or she did not know, and could not reasonably know, of the rule's requirements.
 - b. The rule is not lawful or not reasonably related to the job environment and performance; or

2. Such conduct may include, but is not limited to, committing criminal assault or battery on another employee, or on a customer or invitee of the employer or committing abuse or neglect of a patient, resident, disabled person, elderly person, or child in her or his professional care.

The City shall not be required to pay severance pay if the City Administrator voluntarily and under free will resigns the position of City Administrator. If the City Administrator voluntarily resigns, then he shall give the City Commission written notice no later than thirty (30) days prior to the effective date of the resignation of employment as City Administrator.

This Agreement may also be terminated by mutual agreement, death, or retirement.

SECTION 11. INDEMNIFICATION

Pursuant to Sections 111.07 and 111.071, Florida Statutes, the City will provide a civil defense to any legal action brought against the City Administrator relating to the performance of his duties. This section shall survive the termination of this Agreement or any other separation of the City Administrator's employment.

SECTION 12. BOND

The City shall bear the full cost of any bonds required of the City Administrator under law.

SECTION 13. NOTICES

All notices, requests, and other communications required or permitted to be given under this Agreement shall be in writing (including telefax or telecopy) and shall be sent by certified mail, postage prepaid, return receipt requested, or shall be hand delivered or delivered by a recognized national overnight courier service or shall be sent by electronic communication, whether by telefax or telecopy, addressed as follows:

If to City Administrator: **John Bartus**

Marathon, Florida 33050

If to City: Mayor, City of Key Colony Beach
PO Box 510141
Key Colony Beach, Florida 33051
(With a copy to the City Clerk)

SECTION 14. HOURS OF WORK / EXCLUSIVE EMPLOYMENT

The City Administrator acknowledges that the proper performance of the duties of the position will require the City Administrator to generally observe a minimum of 25 working hours and will also often require the performance of necessary services outside of normal business hours. The City Administrator agrees to devote such additional time as is necessary for the full and proper performance of the City Administrator's duties and the compensation herein provided includes compensation for the performance of all such services. However, the City intends that reasonable time off be permitted the City Administrator, such as is customary for exempt employees, so long as the time off does not interfere with the normal conduct of the City Administrator's Office.

11/9/24 ZMC

The City Administrator shall remain in the exclusive employ of the City and shall not accept any other employment during the term of this Agreement without the prior approval of the City Commission, except that City Administrator shall be entitled to continue to work as a musician and to publish his newspaper, so long as such activities do not interfere with the performance of City Administrator's duties hereunder.

The City encourages the City Administrator to accept invitations to speaking engagements or other opportunities to communicate with the community, to make use of and share data and information with relevant persons and groups, and encourages the City Administrator to participate in pertinent seminars, groups, associations, and organizations, as well as in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the City Administrator to perform his duties.

The City Administrator shall be entitled to the same official paid holidays as all other employees.

SECTION 15. PERFORMANCE EVALUATION

The City Commission will annually review and evaluate the performance of the City Administrator at the first regular City Commission meeting in April of each year or as soon as practical. The first annual review and evaluation under this Agreement shall take place at the first regular City Commission meeting in April 2025, or as soon as practical thereafter. The review and evaluation may be in accordance with specific written criteria developed by the City Commission, in conjunction with the City Administrator. Further, the individual Commission Members shall provide the City Administrator with the written evaluations and provide the City Administrator ample opportunity to respond. In effecting the provisions of this section, the City and the City Administrator mutually agree to abide by the provisions of applicable law.

The City Commission shall determine an appropriate adjustment to the City Administrator's salary based on the results of the annual evaluation.

SECTION 16. NO REDUCTION IN SALARY

The City shall not at any time during this Employment Agreement take action to reduce the salary, compensation, or any other benefit(s) contained in this Agreement without the written consent of the City Commission.

SECTION 17. START DATE

This agreement shall be effective on Jul 22, 2024.

SECTION 18. ETHICAL COMMITMENTS

The City Administrator shall not endorse candidates, make financial contributions, sign or circulate petitions, or knowingly participate in fundraising activities for individuals seeking or holding elected office in the City, nor seek or accept any personal enrichment or profit derived from confidential information, or holding office, or misuse of public time. The City shall support the City Administrator in keeping these commitments by refraining from any order, direction, or request that would require the City Administrator to undertake any of the activities. Specifically, neither the City Commission nor any individual member thereof shall request the City Administrator to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter involving personnel on a basis other than fairness, impartiality, and merit. The City Administrator voluntarily agrees to this and shall not cause

this provision to formulate any claim against the City whatsoever. The City Administrator acknowledges the above is in no way a restriction on the City Administrator's freedom of speech, and if determined so, said restriction shall be deemed immediately invalid.

SECTION 20. MISCELLANEOUS PROVISIONS

It is understood and agreed that this document incorporates all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreement, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, it shall be deemed severed and the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

The rights and obligations herein granted are personal in nature and cannot be transferred or assigned by the City Administrator.

Florida law shall govern this Agreement and any litigation which may arise from this Agreement shall be filed and litigated in the Circuit Court in and for Monroe County, only after mediation to be held within thirty (30) days of notice of any claim, breach, or disagreement over the interpretation of this contract between the parties. Both the City and the City Administrator knowingly, voluntarily, and irrevocably waive their right to a trial by jury in any civil proceeding that may be initiated by either party with respect to any term or condition of this Agreement.

Either party may request the renegotiation of any provision of this Agreement at any time. If the parties are unable to reach agreement, these terms will remain unchanged.

This Agreement will be construed and interpreted according to its language and not strictly against either the City Administrator or the City, regardless of authorship.

This Agreement shall create no rights or claims whatsoever in any person other than a party hereto.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement the day and year first written above.



Administrator



Witness Signature

Dirk H. Smits

Printed Name

THE CITY OF KEY COLONY BEACH, FLORIDA



Mayor – Joey Raspe

ATTEST:



City Clerk – Silvia Gransee

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA ONLY:**



City Attorney – Dirk M. Smits, B.C.S.

CITY OF KEY COLONY BEACH

Millage/Budget Adoption Calendar

Fiscal Year 26/27

City Meetings are indicated in BLACK
TRIM Millage & Budget items are indicated in GREY

June 1	<i>Tentative Property Appraisal Value Available from Property Appraiser's Office</i>
July 1	<i>Property Appraiser Certifies Assessed Property Values on Form DR 420</i>
Monday, July 13 – ZOOM ONLY	<u>City Commission Workshop #2: FY25/26 Budget Discussion – 3:30 PM</u>
Thursday, July 16	<u>City Commission Meeting FY26/27 Budget Discussion – 3:30 PM</u> <i>City Commission discusses & adopts a proposed millage rate and selects dates, times, and places for public hearings via resolution. Review of the proposed General Fund budget.</i>
<i>Wednesday, July 22</i>	<i>Submit DR-420 with proposed millage, dates, times, and places for public hearings to the Property Appraiser</i>
Thursday, August 20	<u>City Commission Meeting FY 26/27 Budget Discussion – 3:30 PM</u> Final Review before September Budget Hearings
<i>NOTE: First Public Hearing must be between September 3rd and September 18th and can't conflict with Monroe County BOCC (Wednesday, September 9th, and Monday, September 14th) or Monroe County School Board Public Hearings (Tuesday, July 28th and Tuesday, September 8th). Final Public Hearing must be within 15 days of first public hearing.</i>	
Thursday, September 10	<u>Time Specific – Special City Commission Meeting - First Public Hearing FY26/27 Budget- City Hall - 5:05 PM</u> First Public hearing to adopt tentative budget and millage rate
Saturday, September 12	<u>Advertisement of final public hearing</u>
Thursday, September 17	<u>City Commission Meeting 3:30 PM</u>
Thursday, September 17	<u>Time Specific – Special City Commission Meeting - Final Public Hearing FY26/27 Budget - City Hall - 5:05 PM</u> Final Public hearing to adopt the final budget and millage rate

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("Agreement") is made as of the ____ day of _____ ~~2025~~**2026**, by and between the CITY OF KEY COLONY BEACH, FLORIDA, a municipal corporation under the laws of the State of Florida, whose mailing address is P.O. Box 510141, Key Colony Beach, FL 33051-0141 (hereinafter "City"), and KEY COLONY BEACH PICKLEBALL CLUB, a 501(C)(7) Uniform Unincorporated Nonprofit Club/Association under the laws of Florida, whose mailing address is PO Box 510737, Key Colony Beach, FL 33051 ("Club").

RECITALS:

WHEREAS, the City owns the Key Colony Beach Municipal Pickleball Courts generally located near the City Garage on 8th Street and Shelter Bay Drive, Key Colony Beach, Florida, (the "Premises"); and

WHEREAS, the Club desires to manage the Premises on behalf of the City for pickleball play and programming; and

WHEREAS, the City desires to engage the Club to utilize and manage the Premises on behalf of the City to provide pickleball play and programming for the City's residents; and

WHEREAS, the City finds that entering into the Agreement with the Club under the terms and conditions set forth herein serves a valid public purpose.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, and in order to effectuate the above arrangement, the parties hereto agree as follows:

SECTION 1. Grant of Nonexclusive, Limited Agreement. The City hereby grants to the Club a nonexclusive, limited management and access to the Premises for pickleball play and programming. This includes use of the restroom facilities. The Club shall provide its own certified referees and other pickleball programming officials for all times Club is utilizing the Premises as may be required by applicable law or regulation and provide any and all first aid supplies required in conjunction with Club's use. Club's use of the Premises shall be as follows:

Monday through Friday: 7:00 a.m. to ~~12:00 p.m.~~ **11:00 a.m.**

Saturday: 7:00 a.m. ~~12:00 p.m.~~ to **11:00 a.m.**

Sunday: 7:00 a.m. to ~~12:00 p.m.~~ to **11:00 a.m.**

The Premises are provided to Club in "as is" condition, and no warranties are made regarding the suitability of the Premises for pickleball play and programming.

The Club shall abide by all policies, procedures, rules and regulations of the City, whether in existence now or forthcoming, for the use of the Premises. This Agreement is non-transferable, non-assignable and considered temporary in nature.

The Club is authorized and shall be entitled to communicate directly with the City on all operational, financial, and administrative matters related to the Club's use and management of the facilities and programs covered by this Agreement.

Any individual who desires to use the Premises during the above timeframes must be registered as a member of the Club. Regular Membership with the Club is limited to residents and/or property owners of the City of Key Colony Beach, Florida or the City of Marathon, Florida. All others may be eligible for Limited Membership or **visitor pass access** and subject to the Club's rules. Club acknowledges that the Premises may be unavailable for use during times of construction, repairs, maintenance or some other event and that during that time this Agreement will not be valid. Club acknowledges that from time to time the City, in its sole discretion, may restrict the use of the Premises to a limited portion of the Premises. The City will endeavor to provide reasonable, advance notice to Club of any anticipated times that the Premises will be unavailable and/or limited.

The City will have the right to temporarily close the Premises or any portion thereof to protect property or preserve the peace in an emergency such as a storm, or other natural disaster.

SECTION 2. Term of Agreement. This Agreement shall begin on October 1, ~~2023~~ **2026** for a term of one (1) year through September 30, ~~2026~~ **2027**, and shall renew annually for up to two (2) subsequent annual terms until September 30, ~~2026~~, **2028**, unless otherwise terminated as set forth herein.

SECTION 3. Maintenance and Repairs. All maintenance, repairs or replacements shall be completed to the satisfaction of the City and in accordance with all federal, state, and local laws, ordinances, rules, and regulations. The Club shall not make any changes to the Premises without the prior written consent of the City. The City will provide for all general maintenance of the Premises. The Club agrees to keep the Premises in a clean condition during its use and remove all trash, debris, stains, dirt or other condition caused by the Club's management of the Premises.

SECTION 4. Indemnification. The Club agrees to indemnify and save harmless the City, its agents and assigns against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations or any other entity, arising directly or indirectly from the management of the Premises. Nothing contained herein shall be construed or interpreted as consent by the City to be sued nor as a waiver of sovereign

immunity beyond the waiver and limits set forth in section 768.28, Florida Statutes. The Club acknowledges that this indemnification provision is supported by adequate consideration.

SECTION 5. Insurance. The Club must obtain general liability insurance coverage, at the Club's sole expense, with a minimum policy limit of \$1,000,000.00 with a reputable and financially viable insurance carrier, naming the City of Key Colony Beach, Florida as an additional insured to secure and maintain the Premises. The Club must provide the City with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage.

SECTION 6. Non-liability of the City to Club. The City shall not be liable to Club or its agents, representatives, invitees, employees, or any other person, for any injury to or death of any of them, or for any damage to Club or loss of revenues, caused by any third persons connected with Club's use of and access to the Premises, whether the injury, death or damage is due to the negligence of the City or not. Third persons shall include the United States of America and the State of Florida, or any of their agencies, and all persons other than the City. The Club acknowledges that this non-liability provision is supported by adequate consideration.

SECTION 7. Termination. Except where specifically provided herein for immediate termination, if the City ~~deems~~ **determines** that the Club is in default for failing to comply with the terms and/or conditions of this Agreement, such notice shall specify the reasons for termination. The City may terminate this Agreement at its sole discretion. All costs associated with this shall be paid by the Club. Notwithstanding the foregoing, the CITY reserves the right to terminate this Agreement with ninety (90) days' notice to the Club.

SECTION 8. Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement upon any person other than the parties hereto and their respective heirs, successors, legal representatives, and permitted assigns.

SECTION 9. Applicable Law; Venue; Construing of Agreement; Binding Effect. This Agreement shall be construed in accordance with the laws of the State of Florida. Should any dispute arise from this Agreement venue shall be in Monroe County, Florida. This Agreement shall not be construed against the party who drafted the same. This Agreement is binding upon the parties hereto, their heirs, successors and assigns.

SECTION 10. Severability. The invalidity, illegality, unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or

provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

SECTION 11. Entire Agreement. The City and Club agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the City and Club pertaining to this Agreement, whether written or oral.

SECTION 12. Amendments. Unless otherwise set forth in the Agreement, this Agreement may not be modified unless such modifications are evidenced in writing, signed by both the City Administrator and Club. Such modifications shall be in the form of a written amendment executed by both parties.

SECTION 13. Compliance with law. Club agrees to comply and adhere to all federal, state, and local laws, ordinances, rules and regulations applicable to its use of the Premises under this Agreement, including without limitations, all laws prohibiting discrimination on the basis of race, color, religion, sex, national origin, sexual orientation or disability.

SECTION 14. Notice. Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person, nationally-recognized overnight courier or sent by certified mail, postage prepaid as follows:

As to the City:	As to Club:
City of Key Colony Beach, Florida	Key Colony Beach Pickleball Club
Attn: City Manager	Attn: Chairperson
P.O. Box 510141	PO Box 510737
Key Colony Beach, FL 33051-0141	Key Colony Beach, FL 33051

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: **CITY OF KEY COLONY BEACH, FLORIDA**, signing by and through its Mayor or Vice Mayor, authorized to execute same by Commission action on the _____ day of _____, 2026, and by **KEY COLONY BEACH**

PICKLEBALL CLUB (Contractor) signing by and through its Chairperson or Vice Chair Person,
duly authorized to execute same.

CITY OF KEY COLONY BEACH, FLORIDA

Mayor Freddie Foster

Silvia Roussin, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR
THE USE AND BENEFIT OF THE CITY OF
KEY COLONY BEACH ONLY:

By: _____
Dirk M. Smits, B.C.S.
City Attorney

KEY COLONY BEACH PICKLEBALL CLUB

By: _____
(Signature)

(Print Name)

(Title)

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("Agreement") is made as of the 21 day of September 2023, by and between the **CITY OF KEY COLONY BEACH, FLORIDA**, a municipal corporation under the laws of the State of Florida, whose mailing address is P.O. Box 510141, Key Colony Beach, FL 33051-0141 (hereinafter "City"), and **KEY COLONY BEACH PICKLEBALL CLUB**, a 501(C)(7) Uniform Unincorporated Nonprofit Club/Association under the laws of Florida, whose mailing address is PO Box 510737, Key Colony Beach, FL 33051 ("Club").

RECITALS:

WHEREAS, the City owns the Key Colony Beach Municipal Pickleball Courts generally located near the City Garage on 8th Street and Shelter Bay Drive, Key Colony Beach, Florida, (the "Premises"); and

WHEREAS, the Club desires to manage the Premises on behalf of the City for pickleball play and programing; and

WHEREAS, the City desires to engage the Club to utilize and manage the Premises on behalf of the City to provide pickleball play and programming for the City's residents; and

WHEREAS, the City finds that entering into the Agreement with the Club under the terms and conditions set forth herein serves a valid public purpose.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, and in order to effectuate the above arrangement, the parties hereto agree as follows:

SECTION 1. Grant of Nonexclusive, Limited Agreement. The City hereby grants to the Club a nonexclusive, limited management and access to the Premises for pickleball play and programming. This includes use of the restroom facilities. The Club shall provide its own certified referees and other pickleball programming officials for all times Club is utilizing the Premises as may be required by applicable law or regulation and provide any and all first aid supplies required in conjunction with Club's use. Club's use of the Premises shall be as follows:

Monday through Friday: 7:00 a.m. to 12:00 p.m.

Saturday: 7:00 a.m. to 12:00 p.m.

Sunday: 7:00 a.m. to 12:00 p.m.

The Premises are provided to Club in "as is" condition, and no warranties are made regarding the suitability of the Premises for pickleball play and programming.

The Club shall abide by all policies, procedures, rules and regulations of the City, whether in existence now or forthcoming, for the use of the Premises. This Agreement is non-transferable,

non-assignable and considered temporary in nature. Any individual who desires to use the Premises during the above timeframes must be registered as a member of the Club. Regular Membership with the Club is limited to residents and/or property owners of the City of Key Colony Beach, Florida or the City of Marathon, Florida. All others may be eligible for Limited Membership and subject to the Club's rules. Club acknowledges that the Premises may be unavailable for use during times of construction, repairs, maintenance or some other event and that during that time this Agreement will not be valid. Club acknowledges that from time to time the City, in its sole discretion, may restrict the use of the Premises to a limited portion of the Premises. The City will endeavor to provide reasonable, advance notice to Club of any anticipated times that the Premises will be unavailable and/or limited.

The City will have the right to temporarily close the Premises or any portion thereof to protect property or preserve the peace in an emergency such as a storm, or other natural disaster.

SECTION 2. Term of Agreement. This Agreement shall begin on October 1, 2023 for a term of one (1) year through September 30, 2024, and shall renew annually for up to two (2) subsequent annual terms until September 30, 2026, unless otherwise terminated as set forth herein.

SECTION 3. Maintenance and Repairs. All maintenance, repairs or replacements shall be completed to the satisfaction of the City and in accordance with all federal, state, and local laws, ordinances, rules, and regulations. The Club shall not make any changes to the Premises without the prior written consent of the City. The City will provide for all general maintenance of the Premises. The Club agrees to keep the Premises in a clean condition during its use and remove all trash, debris, stains, dirt or other condition caused by the Club's management of the Premises.

SECTION 4. Indemnification. The Club agrees to indemnify and save harmless the City, its agents and assigns against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations or any other entity, arising directly or indirectly from the management of the Premises. Nothing contained herein shall be construed or interpreted as consent by the City to be sued nor as a waiver of sovereign immunity beyond the waiver and limits set forth in section 768.28, Florida Statutes. The Club acknowledges that this indemnification provision is supported by adequate consideration.

SECTION 5. Insurance. The Club must obtain general liability insurance coverage, at the Club's sole expense, with a minimum policy limit of \$1,000,000.00 with a reputable and financially viable insurance carrier, naming the City of Key Colony Beach, Florida as an additional insured to secure and maintain the Premises. The Club must provide the City with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage.

SECTION 6. Non-liability of the City to Club. The City shall not be liable to Club or its agents, representatives, invitees, employees, or any other person, for any injury to or death of any of them, or for any damage to Club or loss of revenues, caused by any third persons

connected with Club's use of and access to the Premises, whether the injury, death or damage is due to the negligence of the City or not. Third persons shall include the United States of America and the State of Florida, or any of their agencies, and all persons other than the City. The Club acknowledges that this non-liability provision is supported by adequate consideration.

SECTION 7. Termination. Except where specifically provided herein for immediate termination, if the City deems that the Club is in default for failure to comply with the terms and/or conditions of this Agreement. Such notice shall set forth the basis for termination. The City may terminate this Agreement in its sole discretion. All expenses related thereto shall be borne by the Club. Notwithstanding the foregoing, the CITY reserves the right and may elect to terminate this Agreement upon ninety (90) days' notice to the Club.

SECTION 8. Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement upon any person other than the parties hereto and their respective heirs, successors, legal representatives, and permitted assigns.

SECTION 9. Applicable Law; Venue; Construing of Agreement; Binding Effect. This Agreement shall be construed in accordance with the laws of the State of Florida. Should any dispute arise from this Agreement venue shall be in Monroe County, Florida. This Agreement shall not be construed against the party who drafted the same. This Agreement is binding upon the parties hereto, their heirs, successors and assigns.

SECTION 10. Severability. The invalidity, illegality, unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

SECTION 11. Entire Agreement. The City and Club agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the City and Club pertaining to this Agreement, whether written or oral.

SECTION 12. Amendments. Unless otherwise set forth in the Agreement, this Agreement may not be modified unless such modifications are evidenced in writing, signed by both the City Administrator and Club. Such modifications shall be in the form of a written amendment executed by both parties.

SECTION 13. Compliance with law. Club agrees to comply and adhere to all

federal, state, and local laws, ordinances, rules and regulations applicable to its use of the Premises under this Agreement, including without limitations, all laws prohibiting discrimination on the basis of race, color, religion, sex, national origin, sexual orientation or disability.

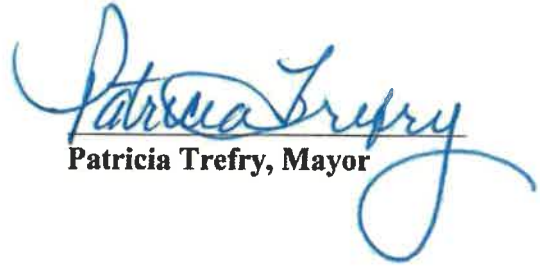
SECTION 14. Notice. Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person, nationally-recognized overnight courier or sent by certified mail, postage prepaid as follows:

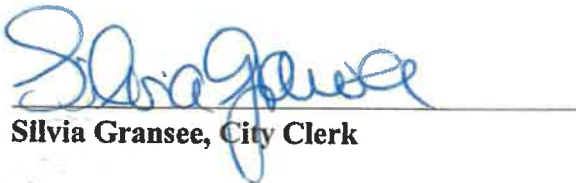
As to the City:	As to Club:
City of Key Colony Beach, Florida	Key Colony Beach Pickleball Club
Attn: City Manager	Attn: Chairperson
P.O. Box 510141	PO Box 510737
Key Colony Beach, FL 33051-0141	Key Colony Beach, FL 33051

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: **CITY OF KEY COLONY BEACH, FLORIDA**, signing by and through its Mayor or Vice Mayor, authorized to execute same by Commission action on the 21 day of September, 2023, and by **KEY COLONY BEACH PICKLEBALL CLUB** (Contractor), signing by and through its Chair person, duly authorized to execute same.

CITY OF KEY COLONY BEACH, FLORIDA


Patricia Trefry, Mayor

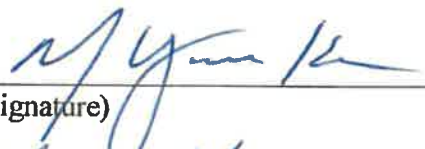

Silvia Gransee, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR
THE USE AND BENEFIT OF THE CITY OF
KEY COLONY BEACH ONLY:

By: 
Dirk M. Smits, B.C.S.
City Attorney

KEY COLONY BEACH PICKLEBALL CLUB

By: 
(Signature)
Mike Yunker
(Print Name)
Chair person
(Title)

ORDINANCE NO. 2026-512

AN ORDINANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA; AMENDING CHAPTER FIFTEEN OF THE CODE OF ORDINANCES, ENTITLED STORMWATER UTILITY SYSTEM; AND PROVIDING FOR CODIFICATION; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Key Colony Beach supports protection of our environment by controlling stormwater run-off and containment of any contaminants therein; and

WHEREAS, the City of Key Colony Beach has provided for water quality improvements in a stormwater master plan, project site, construction bids, and design for stormwater improvements; and

WHEREAS, the City of Key Colony Beach is required to establish a system of user fees, charges or assessments to provide for the maintenance, operation and recovery of capital costs associated with stormwater management, a current copy of the City's unit assessment is attached hereto as Exhibit "A"; and

WHEREAS, the City of Key Colony Beach would like to increase the annual assessment to improve the Stormwater financial position in order to continue with proposed projects to mitigate localized flooding from excessive rain events.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA, as follows: (Additions to the ordinance are underlined; deletions are crossed out.)

Section 1: Recitals

The above recitals are true and correct.

Section 2: Effective Date

This Ordinance shall become effective upon approval by the City Commission.

Section 3: Amendment

Section 15-4 of Article I, "Stormwater Utility System" of the City of Key Colony Beach, Florida Code of Ordinances shall be amended to read as follows:

Sec. 15-4. Schedule of rates.

(a) The ~~city administrator~~ **City Clerk** is directed to prepare a list of lots and parcels within the city and assign a classification of residential or commercial to each lot or parcel.

(b) The service assessment imposed shall be the rate of ~~eighty dollars (\$80.00)~~ **eighty-four dollars (\$84.00)** per residential unit or residential lot or ~~eighty dollars~~

~~(\$80.00)~~ **eighty-four dollars (\$84.00)** per commercial unit, plus any delinquency or past due amounts attributable to each residential unit, or residential or commercial unit for stormwater services and facilities provided during the delinquency period.

FIRST READING by the City of Key Colony Beach City Commission, this 21st day of May 2026.

Mayor Freddie Foster	NO _____	YES <u> x </u>
Vice-Mayor Doug Colonell	NO _____	YES <u> x </u>
Commissioner Tom Harding	NO _____	YES <u> x </u>
Commissioner Tom DiFransico	NO _____	YES <u> x </u>
Commissioner Kirk Diehl	NO _____	YES <u> x </u>

SECOND READING AND DULY ADOPTED by the City of Key Colony Beach City Commission on this 18th day of June 2026.

Mayor Freddie Foster	NO _____	YES _____
Vice-Mayor Doug Colonell	NO _____	YES _____
Commissioner Tom Harding	NO _____	YES _____
Commissioner Tom DiFransico	NO _____	YES _____
Commissioner Kirk Diehl	NO _____	YES _____

DULY PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA, this 18th day of June 2026.

Freddie Foster, Mayor

Silvia Roussin, City Clerk

Approved as to form and legal sufficiency:

Dirk M. Smits, Esq. B.C.S., City Attorney

Key Colony Beach Commercial Property

Item	Description	Address	Units	2026-2027 Tax
1	Cabana Club	425 E. Ocean Dr.	3	\$ 240.00
2	KCB Realty	220 Sadowski Cswy	1	\$ 80.00
3	Circle K Gas Station	13100 Overseas Hwy	1	\$ 80.00
4	Mobile Gas Station	13155 Overseas Hwy	1	\$ 80.00
5	Key Colony Inn Restaurant	700 W. Ocean Dr.	2	\$ 160.00
6	Marina	400 Sadowski Cswy	2	\$ 160.00
7	Causeway Shopping Center	300 Sadowski Cswy	6	\$ 480.00
8	Glunz Ocean Beach Club	351 E. Ocean Dr.	38	\$ 3,040.00
9	Dry Tortugas	301 E Ocean Dr.	8	\$ 640.00
10	Key Colony Beach Motel	441 E. Ocean Dr.	40	\$ 3,200.00
11	Havanah Jacks	401 E. Ocean Dr.	5	\$ 400.00



Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of Key Colony Beach, Florida's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORDINANCE 2026-512: AN ORDINANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA; AMENDING CHAPTER FIFTEEN OF THE CODE OF ORDINANCES, ENTITLED STORMWATER UTILITY SYSTEM; AND PROVIDING FOR CODIFICATION; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The City of Key Colony Beach, Florida (hereinafter "City") is of the view that the following exception(s) to the Business Impact Estimate requirement apply that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☒ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget.
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the City;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;

- b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
- c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
- d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare): The City Commission seeks to increase the annual assessment to improve the Stormwater financial position in order to continue with proposed projects to mitigate localized flooding from excessive rain events.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City: None.

3. Estimate of direct compliance costs that businesses may reasonably incur: None.

4. Any new charge or fee imposed by the proposed ordinance: The service assessment imposed shall be the rate of ~~eighty dollars (\$80.00)~~ **eighty-four dollars (\$84.00)** per residential unit or residential lot or ~~eighty dollars (\$80.00)~~ **eighty-four dollars (\$84.00)** per commercial unit, plus any delinquency or past due amounts attributable to each residential unit, or residential or commercial unit for stormwater services and facilities provided during the delinquency period.

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: A total of \$124,320.00 in revenue from residential and commercial units.

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: 9

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example, the City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on the City's website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.): None.



Published Weekly
Marathon, Monroe County, Florida

PROOF OF PUBLICATION

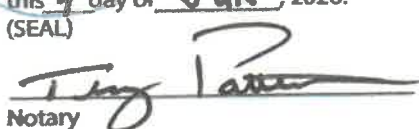
STATE OF FLORIDA COUNTY OF MONROE

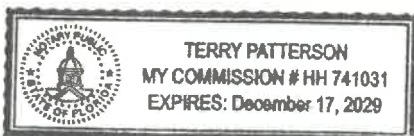
Before the undersigned authority personally appeared **JASON KOLER** who on oath, says that he is **PUBLISHER** of the **WEEKLY NEWSPAPERS**, a weekly newspaper published in Marathon, in Monroe County, Florida: that the attached copy of advertisement was published in said newspaper in the issues of: (date(s) of publication)

June 4, 2026

Affiant further says that the said **WEEKLY NEWSPAPERS** is a newspaper published at Marathon, in said Monroe County, Florida, and that the said newspaper has heretofore been continuously published in said Monroe County, Florida, once each week (on Thursday) and has been qualified as a second class mail matter at the post office in Marathon, in Monroe County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement. The affiant further says that he has neither paid nor promised any person, firm, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper(s) and that The Weekly Newspapers is in full compliance with Chapter 50 of the Florida State Statutes on Legal and Official Advertisements.

Sworn to and subscribed before me
this 4 day of JUN, 2026.
(SEAL)


Notary

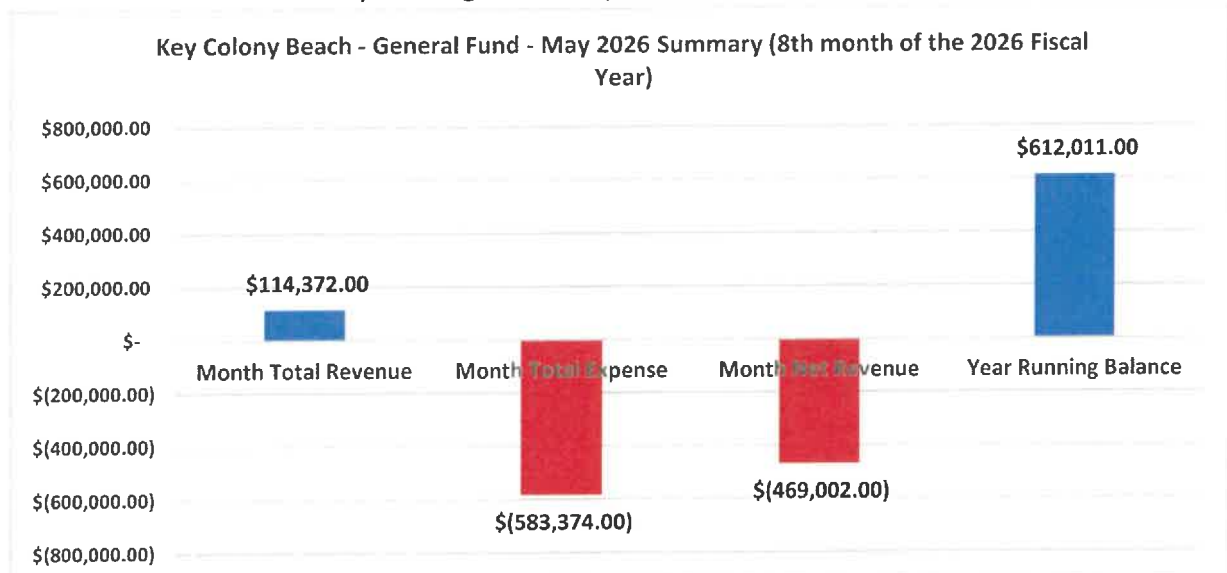


CITY OF KEY COLONY BEACH
NOTICE OF CODE AMENDMENT
HEARING
"SECOND/FINAL READING OF
ORDINANCE NO. 2026-512"
NOTICE IS HEREBY GIVEN that the
City Commission of the City of Key
Colony Beach, Florida, will hold
the following Public Hearing to
hear amendments to the City's
Code of Ordinances:
DATE/TIME: Thursday, June 18th,
2026, 3:30 PM
LOCATION: City of Key Colony
Beach, Marble Hall, 600 W. Ocean
Dr., Key Colony Beach.
The proposed Ordinance to be
heard by the City Commission
is [ORDINANCE NO. 2026-512],
entitled: "AN ORDINANCE OF
THE CITY OF KEY COLONY
BEACH, FLORIDA, AMENDING
CHAPTER FIFTEEN OF THE CODE
OF ORDINANCES, ENTITLED
STORMWATER UTILITY
SYSTEM; AND PROVIDING FOR
CODIFICATION; REPEALING ANY
INCONSISTENT PROVISIONS;
PROVIDING FOR SEVERABILITY;
AND PROVIDING AN EFFECTIVE
DATE."
The Business Impact Statement
is available for review on the City
of Key Colony Beach's website at
www.keycolonybeach.net and at
City Hall at 600 W. Ocean Drive,
Key Colony Beach.
Interested parties may appear
at the meeting and be heard
with respect to the proposed
ordinance. Copies of the proposed
Ordinance are available for
inspection at the City Hall of Key
Colony Beach.
If any person decides to
appeal any decision made
by the Key Colony Beach City
Commission with respect to
any matter considered at the
Code Amendment Hearing,
that person will need a record
of the proceeding 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.
If you are unable to attend the
Public Hearing on Thursday, June
18th, 2026, but wish to comment,
please direct correspondence to
the City Clerk, P.O. Box 510141, Key
Colony Beach, FL 33051, and your
comments will be entered into
the record.
To be published: On or before
June 10th, 2026
City Clerk - City of Key Colony
Beach, Florida
Publish:
June 4, 2026
The Weekly Newspapers

City of Key Colony Beach Treasurer's Report – June 18, 2026

May 31, 2026, financial summary – General Fund

- ✓ 8th Month of the 2026 fiscal year budget, Monthly Plot below:



Revenue Comments:

- Ad-Valorem at 98% of budgeted target
- Total Revenue in good shape

Expenses Comments:

- Total expenses remain under budgeted target
- Areas remain over budget for expenses at this time:
 - Legislative
 - Financial and Adm
- Quarter payment for Fire and EMS Services was completed this month

Building Fund:

- Year-to-date status remains in good shape, at a positive \$50,464.00

City of Key Colony Beach Treasurer's Report – June 18, 2026

May 31, 2026, financial summary – General Fund

Grant Status:

- City Hall Hardening remaining open grant funds \$519,590.54
 - Remaining time for open grant funding -June 2026 expenditures
 - Reimbursement request submitted on 02Jn26 for \$307,381.66
 - Current running balance of expenses not submitted yet, \$434,306.67

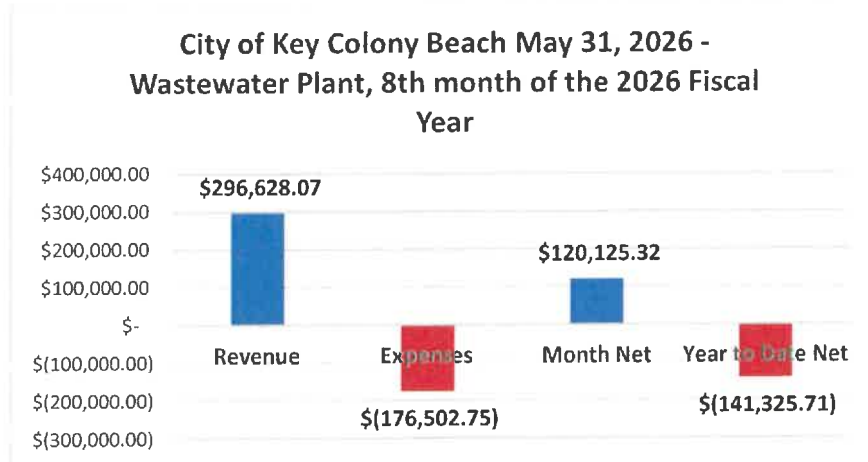
City Hall Loan:

- Transfer of funds expected June 17, net amount of \$2,963,500.00.
- Funds expected to be fully utilized by the end of 1st quarter 2027.

City of Key Colony Beach Treasurer's Report – June 18, 2026

May 31, 2026, financial summary – Wastewater/Stormwater

- ✓ 8th month of the 2026 Fiscal Year, Wastewater Monthly plot below:



Revenue Status:

- YTD Revenue in good shape, very close to planned total revenue

Expenses Status:

- Operating expenses over budget of \$129,000, driven by:
 - Sludge hauling
 - Plant maintenance
 - Consulting



Stormwater:

Checking/Savings balance \$636,700.68

Revenue: Stormwater fees collected for YTD at 103% of budget

City of Key Colony Beach Treasurer's Report – June 18, 2026

Key Colony Beach budget work for 2026-2027 Fiscal Year, Oct 01, 2026, to Sept 30, 2027

- Initial focus on Utility Board budget (Wastewater and Stormwater)
 - 8th month actual 2025-2026 financials updated in the current budget template
 - 12-month projection updated for 2025-2026 in the current budget template
 - 2024-2025 end of year data updated in the budget template
 - Suggested values for revenue and expenses provided for draft copy of 2026-2027 values
 - Based on past two years of experience
 - Based on new updates
 - Estimates projected for expected increases from contractors
 - Estimates included for proposed work and staff support
 - Consumer Price Index Reference: Miami- Dade, Fort Lauderdale CPI status -3.8%
 - Reference history: Miami-Dade CPI X 1.2% for adjustment to Florida Keys, 4.56% as a guideline
 - Awareness items:
 - Significant cost increases for sludge hauling in the past 1-2 years
 - Additional staff added for one plant operator
 - 2 Wastewater grants added (revenue and expenses)
 - 1 Stormwater grant added (revenue and expenses)
 - Wastewater Fee increase of \$10 per month- residential fee, 13.5% increase, which still results in a net negative budget of -\$451,000.00
 - Stormwater Fee Increase of \$4 per year.
 - Challenges
 - Expenses exceed Revenue for 2nd year in a row, with fee increases included
 - Focus suggested on options to reduce sludge hauling costs with potential long-term capital improvements for a business case analysis
 - Feedback discussion
 - Commercial fees increase for sewer fees based on water usage? with draft residential increase of 13.5%, for equity
- Next focus will be the General Budget
 - 2026 Estimated Value for KCB increased 3.2688% from Monroe County
 - Required certification of maximum mileage rate needed by 22JL26 to Monroe County
 - KCB 2025 Millage rate is currently 2.82
 - Miami-Dade CPI index is currently at 3.8%
 - Thus, estimated value increase of 3.2688% is below the current Miami Dade CPI index by 14%, thus suggesting the current Millage rate will not keep up with the Miami Dade CPI index
 - Suggesting the 2025 millage rate would need to be increased for 2026 Ad-Valorem Taxes
 - Will develop recommendation for July meetings.

ROPER & ROPER, P.A.

ATTORNEYS AT LAW
Celebrating 30 years

Donovan A. Roper, Esquire
Ian P. Depagnier, Esquire
R. Dustyn Ring, Esquire
Jennifer L. Pilloud, Esquire

Beth Lewis, Florida Registered Paralegal
Kelley Roper, Florida Registered Paralegal
Lindsey Blackburn, ACP, Florida Registered Paralegal

116 N. Park Avenue
Apopka, Florida 32703
Telephone: 407-884-9944
Facsimile: 407-884-4343

Email: email@roperandroper.com
Satellite office: Palatka, Florida

June 4, 2026

Sent via email only

Public Risk Management of Florida
PRM Group Health Trust Members
PRM Property & Casualty Members

**PROPERTY TAXES REDUCTION PLAN RECENTLY APPROVED BY THE
STATE LEGISLATURE**

Dear PRM Members,

On Tuesday, June 2, on the second day of a three-day special session called just last week by Governor DeSantis, the Florida Legislature met and approved HJR 1F, a proposed constitutional amendment that would make several changes to the exemptions from property taxes currently provided for under Florida law, including by significantly expanding homestead property tax exemptions and providing additional tax protection for non-homestead properties, and impose restrictions on use of ad valorem taxes levied by counties and municipalities. To become law, as a state constitutional amendment, 60% of Florida voters must approve the measure in November.

The table below breaks down the key changes proposed by the amendment:

Homestead property tax exemption	Increased to \$150,000 on January 1, 2027, from \$50,000 (for the non-school-related portion of property taxes)
	Increased to \$250,000* on January 1, 2028 (for the non-school-related portion of property taxes)

	*with further annual adjustments for inflation thereafter An important issue is whether the actual proposed amendment includes the “schedule for full elimination” of property taxes that DeSantis’ original proposal included. The actual amendment, in lines 281-285, reads: “The legislature shall, by general law, prescribe a uniform procedure for counties and municipalities, for their respective levies, to increase the amount of assessed valuation exempt from taxation under paragraph (1), up to all remaining assessed valuation.” That the above language mandates that all counties and municipalities in Florida increase the amount of assessed valuation exempt up to all remaining assessed valuation is far from clear at this time; instead, it seems to mandate <u>a procedure</u> through which that <i>can</i> happen, not that they actually do so. One of the legislators who sponsored it, Republican Senator Bryan Avila, said, “A local jurisdiction, if they wanted to go beyond the \$250,000, they would be able to.”
Non-homestead property tax limitations	The amendment would also lower (thereby strengthening) the existing limitation on the annual increase in ad valorem tax assessments for non-homestead property (non-homestead residential and commercial/non-residential properties) from 10 percent each year to 5 percent, with the same exception of school district taxes. This may be aimed at sanitizing the amendment for groups that may otherwise be subject to higher taxes as a result of this proposal.
New residents of Florida	For property owners who are not permanent residents of Florida by

	December 31, 2026, the homestead exemption is only \$50,000; after 5 years of residency, such owners would receive the full exemption available to permanent Florida residents
Limits on use of ad valorem tax revenue by counties and municipalities	The amendments limit the use of ad valorem (property tax) revenue by counties and municipalities to the following list of "core needs": - Providing for public safety, including law enforcement, fire service, and emergency medical service - Providing funding for education and public schools - Finance or refinance for infrastructure, including expenditures on road and bridge construction and maintenance and stormwater control - Issue local bonds for uses consistent with the approved uses listed above, and to make debt service payments for existing obligations - Meet obligations for retirement benefits of local government employees; or - Fund the operations and administration of county officers and commissioners established under Article VIII, section 1 of the Florida Constitution
Non-ad valorem taxes	Only ad valorem taxes are affected by this amendment. Local governments can still levy non-ad valorem taxes; such taxes are generally flat fees for specific services

Ad Valorem Taxes: Ad valorem taxes or “property taxes” are annual taxes levied by counties, municipalities, school districts, and some special districts. The Florida Constitution reserves to local governments the authority to levy ad valorem taxes on real and tangible personal property. Ad valorem taxes are levied annually by local governments based on the value of real and tangible personal property as of January 1 of each year.

Homestead property: Homestead property is real estate (real property) for which a person, on January 1, has the legal or beneficial title and who in good faith makes the property his or her permanent residence (or the permanent residence of another legally or naturally dependent on him or her). Homestead properties benefit from limitations on their assessed value for purposes of calculating property taxes; the assessed value of the home cannot be increased by more than 3% (or the rate of inflation, if less than 3%) per year. Additionally, homesteaded properties are safe from creditors up to their full value with certain limitations and exceptions. Florida residents also can qualify for property tax exemptions available to military veterans, active-duty military, first responders, low-income senior citizens and disabled people.

Will the amendments get rid of all property taxes on homesteaded properties?

There has been some speculation since the legislation passed regarding whether the amendments, if passed, would result in almost no homes being subject to property taxes, with Governor DeSantis himself saying that 92% of primary homeowners could pay no property taxes if the exemption is increased to \$500,000. Subsequent analyses have cast doubt on this conclusion, noting, first, that all homes will still have to pay property taxes that go to schools, and second, that even if the exemption is increased to \$250,000, as this amendment would require by January 1, 2028, that **it is far from clear that it would then be raised to \$500,000 or otherwise**, without a future analysis of how the new \$250,000 limit affects local governments by 2029, or that it would exempt the majority of homes from any property taxes. The amendment itself does not mandate an increase to \$500,000. September 2025 data from the Florida Legislature’s Office of Economic and Demographic Research shows that about 28% of Florida’s homestead properties have a just value (or market value) at or below \$250,000, while 47.9% have a value from \$250,001 to \$500,000. Therefore, even assuming an increase, approximately 76% of homestead properties are still valued at or below \$500,000, which is below Governor DeSantis’ claim of 92%.

Recent analyses estimate that local government revenues could be reduced overall by \$4.6 billion in the first year and by \$8.4 billion in the second year if the amendment is approved.

Will there be a state fund to cover shortfalls?

One of Governor DeSantis’ original selling points behind the proposal was that there would be a state trust fund to help local governments manage a sudden drop in revenue.

Lawmakers this week, however, considered this misleading to voters because there was no guarantee that future legislatures/governors would put any money into it. In the final amendment language, any mention of such a fund was removed.

If anyone has any questions regarding the above legislation, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Don Roper", is written over the printed name.

DONOVAN A. ROPER

DAR/RDR: