

RESOLUTION NO. 21-01-02

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, APPROVING A GRANT
AWARD AGREEMENT BETWEEN THE VILLAGE AND MONROE
COUNTY FOR TOURIST DEVELOPMENT COUNCIL FUNDING OF
THE BEACH AND BEACH PARK FACILITY CLEANING PROJECT;
AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE
TERMS AND CONDITIONS OF THE AGREEMENT;
AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE
AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, In October 2010, Islamorada, Village of Islands, (the "Village") and Monroe County (the "County") entered into a five (5)-year Inter-local Grant Award Agreement for funding to reimburse the Village \$45,000.00 annually for beach and beach park recreational facilities cleaning and maintenance services costs; and

WHEREAS, the original 5-year term of the Agreement was through September 30, 2015 and in 2014 the Village exercised its option to extend the Agreement for an additional five (5) years through September 30, 2020; and

WHEREAS, on April 29, 2020, the Village applied to the Monroe County Tourist Development Council ("TDC") for FY 2021 Capital Project funding for reimbursement of costs associated with beach cleaning and maintenance at the public beaches, roadside recreational areas and beach parks within the Village; and

WHEREAS, on December 1, 2020, the TDC notified the Village of its approval of funding allocation for the beach cleaning and maintenance at the public beaches, roadside recreational areas and beach park facilities in an amount not to exceed Ninety-Nine Thousand Dollars (\$99,000.00) per fiscal year; and

WHEREAS, the TDC provided the Village a new three (3)-year Grant Award Agreement (Contract ID#2500) through September 30, 2023, which requires approval by the Village Council of Islamorada (the "Village Council") prior to execution by the Monroe County Board of County Commissioners and is attached hereto as Exhibit "A;" and

WHEREAS, the Village Council agrees that the acceptance of the grant and approval of the Agreement is in the best interest of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Acceptance of Grant and Approval of Agreement. The Village Council hereby accepts the grant award from the TDC and approves the Agreement, attached hereto as Exhibit "A", between Monroe County and the Village for reimbursement of costs for the Project, together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. Execution of Agreement. The Village Manager is authorized to execute the Amendment to the Grant Award Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Amendment and to execute any extensions and/or amendments to the Interlocal Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 4. Authorization of Village Officials. The Village Manager and/or her designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Amendment.

Section 5. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

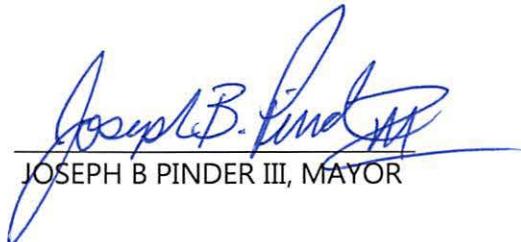
Motion to adopt by Councilman Mark Gregg, second by Councilman David Webb.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III	YES
Vice Mayor Pete Bacheler	YES
Councilman Mark Gregg	YES
Councilman Henry Rosenthal	YES
Councilman David Webb	YES

PASSED AND ADOPTED THIS 14TH DAY OF JANUARY, 2021.



JOSEPH B PINDER III, MAYOR

ATTEST:



KELLY TOTH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS ONLY



ROGET V. BRYAN, VILLAGE ATTORNEY

Grant Award Agreement

THIS AGREEMENT (agreement) is entered into this 17th day of February, 2021 by and between MONROE COUNTY (County or Grantor), a political subdivision of the State of Florida and Islamorada, Village of Islands (Grantee) a Government organized and operating under the laws of the State of Florida.

WHEREAS, the district pennies of Tourist Development Tax may be used for the following purposes only: To acquire, construct, extend, enlarge, remodel, repair, improve, maintain, one or more a. Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the county or subcounty special taxing district in which the tax is levied; or b. Auditoriums that are publicly owned but are operated by organizations that are exempt from federal taxation pursuant to 26 U.S.C. s. 501(c)(3) and open to the public; c. Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the county or subcounty special taxing district in which the tax is levied; or 5. To finance beach park facilities or beach, channel, estuary, or lagoon improvement, maintenance, re-nourishment, restoration, and erosion control; or 6. public facilities if needed to increase tourist related business activities and in accordance with F.S. 125.0104(5)(a)(6.) and (b) zoological parks, fishing piers or nature centers which are public owned and operated or owned and operated by not-for-profit organizations and open to the public; and

WHEREAS, Grantee has applied to TDC District IV for funding for the **Village of Islamorada Beach and Beach Park Facility Cleaning** capital project; and

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

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

1. GRANT AGREEMENT PERIOD. This agreement is for the period of October 1, 2020 through **September 30, 2023** with one option to extend for an additional three-year period. This agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraphs 7, 12 or 13 below.

2. SCOPE OF AGREEMENT. The representations made by the Grantee in its proposal submitted to the TDC are incorporated herein by reference. The Grantee shall provide the following scope of services: Materials and Labor required to complete the above mentioned project. The work is more particularly described in Exhibit A, detailing the work and the cost allocable attached hereto, and incorporated herein by reference.

Anything not referenced within Exhibit A will not be reimbursed. All work for which grant funds are to be expended must be completed each fiscal year by September 30 and all invoices pertaining to this project shall be submitted to the Finance Department of Monroe County no later 10 business days after the end of the fiscal year (September 30) to be considered for payment. Acknowledgement: Grantee shall be required to permanently display and maintain at Grantee's expense, public acknowledgement of the support of the Monroe County Tourist Development Council in a publicly prominent area of their facility in the following form: "This project was made possible with the financial support of the Monroe County Tourist Development Council." If the Grantee has already complied with this requirement through previous funding, said acknowledgement fulfills this condition. A photograph of said acknowledgment shall be provided with the final request for reimbursement outlined in Exhibit A of this agreement.

- a.) There shall be a project manager to acknowledge receipt of goods or work performed. This Project Manager shall be Ana Hernandez (Telephone: (305) 664-6453; Email: ana.hernandez@islamorada.fl.us; clerk@islamorada.fl.us). Should there be a change in the project manager specified in the Grantee's application, a new project manager shall be designated, and notice with new contact information shall be provided in writing to the TDC administrative office.
- b.) If, and to the extent that, Grantee contracts for any of the work funded under this agreement to be performed or completed, Grantee shall keep records of such agreements as set forth in Paragraph 4.

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

3. **AMOUNT OF AGREEMENT AND PAYMENT.** The Grantor shall provide an amount not to exceed **\$99,000** (Ninety-Nine Thousand Dollars District IV funding) per fiscal year, for materials and services used to improve the property. Reimbursement request must show that Grantee has paid in full for materials and services relating to the project prior to seeking the 100% (one hundred percent) reimbursement from Grantor. Payment request will be submitted quarterly in an amount not to exceed \$99,000 each Fiscal Year. Grantee's payment request must include supporting documentation acceptable to the Clerk's financial department. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules, and regulations as may govern the Clerk's disbursal of funds. The Board of County Commissioners and the Tourist Development Council assume no liability to fund this agreement for an amount in excess of this award. If option to extend agreement is exercised by County and Grantee, for one additional (two, three or five) year period, compensation for the additional term may be negotiated prior to the approval of extension. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC.

- a.) Payment shall be made upon the completion of a specific segment as outlined in the Scope of Services and Exhibit A. Payment for expenditures permissible by law and County policies shall be made through reimbursement to

Grantee upon presentation of Attached Exhibit B – Invoice and a listing of invoices that are being reimbursed. The invoice listing shall include vendor name, scope of work, invoice number, invoice date, and amount to be reimbursed, check number, and check date. The application for payment document must be certified through a statement signed by an officer of the organization and notarized, declaring that representations in the invoice are true and factual.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c.) Hold harmless/indemnification. Contractor acknowledges that this agreement is funded at least in part by the County and agrees to indemnify and hold harmless the County and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses

(including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments (collectively claims) arising directly or indirectly from any negligence, wrongful acts or omissions or criminal conduct on the part of contractor in the performance of the terms of this agreement. The contractor shall immediately give notice to the County of any suit, claim or action made against the contractor that is related to the activity under this agreement, and will cooperate with the County in the investigation arising as a result of any suit, action or claim related to this agreement.

d.) Insurance. Contractor agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the contractor and the County from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the contractor for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by contractor of the obligations set forth in this agreement. The following coverage's shall be provided:

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

The contractor, the County and the TDC shall be named as additional insured on insurance policies, except workers' compensation. The policies shall provide no less than 30 days' notice of cancellation, non-renewal or reduction of coverage.

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

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

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

9. HOLD HARMLESS/INDEMNIFICATION. The Grantee hereby agrees to indemnify and hold harmless the BOCC/TDC and the 3406 North Roosevelt Blvd. Corporation or any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and

the payment of any and all of the foregoing or any demands, settlements or judgments arising directly or indirectly under this agreement. The Grantee shall immediately give notice to the Grantor of any suit, claim or action made against the Grantor that is related to the activity under this agreement, and will cooperate with the Grantor in the investigation arising as a result of any suit, action or claim related to this agreement.

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

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

10. NONDISCRIMINATION. County and Grantee agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Grantee agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) any other

nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

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

12. TERMINATION. This agreement shall terminate on **September 30, 2023**. Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the continuation of this agreement pursuant to the terms specified herein, this agreement may then be terminated immediately by written notice of termination delivered in person or by mail to Grantee. The Grantor may terminate this agreement without cause upon giving written notice of termination to Grantee. The Grantor shall not be obligated to pay for any services or goods provided by Grantee after Grantee has received written notice of termination.

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

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

15. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES. This agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the state. This agreement is not subject to arbitration. Mediation proceedings initiated and conducted pursuant to this agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

a.) Venue. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this agreement, the County and

Grantee agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

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

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

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

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

16. **ETHICS CLAUSE:** Grantee warrants that he has not employed, retained or otherwise had act on his behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the Grantor may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee. The County and Grantee warrant that, in respect to

itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of the provision, the Grantee agrees that the County shall have the right to terminate this agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

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

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

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

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

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

20. INSURANCE: Grantee agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the Grantee and the Grantor from any suits, claims or actions brought by any person or persons and from all costs and expenses

of litigation brought against the Grantee for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by Grantee of the obligations set forth in this agreement. At all times during the term of this agreement and for one year after acceptance of the project, Grantee shall maintain on file with the Grantor a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

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

The Grantee, the Grantor and the TDC shall be named as additional insured, except workers' compensation. The policies shall provide no less than 30 days' notice of cancellation, non-renewal or reduction of coverage. Grantee shall provide to the County, as satisfactory evidence of the required insurance, including the insurance policy application and either:

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

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

Monroe County Board of County Commissioners
c/o Risk Management
P.O. Box 1026
Key West, FL 33041

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

For Grantee: Ana Hernandez
Islamorada, Village of Islands
86800 Overseas Highway, 3rd Floor
Islamorada, FL 33036

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

and

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

22. CLAIMS FOR FEDERAL OR STATE AID. Grantee and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this agreement. Any conditions imposed as a result of funding that effect the Project will be provided to each party.

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

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

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

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

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

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

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



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

Attest: Kevin Madok, Clerk

Emily Hammel
As Deputy Clerk

Board of County Commissioners
of Monroe County

Michelle Collio

Mayor/Chairman

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Christine Limbert-Barrows
CHRISTINE LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
DATE: 1/25/21

Islamorada, Village of Islands
Attest:

By Kelly S. Toth
Village Clerk

Kelly S. Toth
Print Name

Date: 1/15/2021

By: Joseph B. Pinder III
Mayor

Joseph B. Pinder III
Print Name

Date: 1/15/2021

MONROE COUNTY, FLORIDA
2021 FEB 23 AM 11:24
FILED FOR RECORD

Village of Islamorada Beach Cleaning
FY 2021 Capital Project Funding
Contract ID#2500

EXHIBIT A

Property Name	Type of Work
1. Sea Oats Beach	<ul style="list-style-type: none">- Manual garbage/trash/litter collection, replace liners- Plaque Maintenance
2. Lignumvitae Key Fill	<ul style="list-style-type: none">- Manual garbage/trash/litter collection, replace liners- Plaque Maintenance- Landscape Maintenance
3. Indian Key Fill	<ul style="list-style-type: none">- Manual garbage/trash/litter collection, replace liners- Plaque Maintenance- Landscape Maintenance
4. Tea Table Relief Fill	<ul style="list-style-type: none">- Manual garbage/trash/litter collection, replace liners- Plaque Maintenance- Landscape Maintenance
5. Library Beach	<ul style="list-style-type: none">- Manual garbage/trash/litter collection, replace liners- Janitorial services- Building Maintenance/plumbing services- Sign repair- Beach seaweed raking- Landscape Maintenance- Playground Equipment Maintenance
6. Anne's Beach	<ul style="list-style-type: none">- Manual garbage/trash/litter collection, replace liners- Janitorial services- Building Maintenance/plumbing services- Sign repair- Boardwalk Maintenance- Beach seaweed raking- Landscape Maintenance

EXHIBIT B

Invoice

For Beach Cleaning Services, in full accordance with the contract effective October 1, 2020 between Monroe County Board of County Commissioners (COUNTY) and **Village of Islamorada (Grantee)**

The COUNTY shall pay the Grantee for services rendered in the amount of \$99,000 per FY year.

The **Grantee** certifies that all services and provisions specified within the contract as listed in Exhibit A have been met for the period from _____,20____ to _____,20____.

The **Grantee** requests payment of \$_____ made payable to the **Grantee**

Print Name _____ Title _____

Signature _____ Title _____

Sworn and subscribed before me on this _____ day of _____ 20____.

Notary _____

Personally know _____ or Produced Identification_____
Type of Identification Produced _____

Project Name
FY 2019 Capital Project Funding- Beach Cleaning
Contract ID#

TDC REIMBURSEMENT REQUEST
Islamorada, Village of Islands Beach Cleaning

ONLY SUBMIT THIS INVOICE - DO NOT SUBMIT BACKUP DOCUMENTATION

Insurance Check List and Agent/Bidders Statement
(Enclose as Exhibit Q)
Only for Applicants requesting \$20,000 or more in funding

**INSURANCE CHECKLIST FOR VENDORS SUBMITTING PROPOSALS OR BIDS FOR
WORK**

To assist in the development of your proposal, the insurance coverages marked with an "X" will be required in the event an award is made to your firm. Please review this form with your insurance agent and have him/her sign it in the place provided. It is also required that the bidder sign the requisite form reflecting coverage and submit it with the proposal.

**WORKERS' COMPENSATION
AND
EMPLOYERS' LIABILITY**

	<u>X</u>	Workers' Compensation	Statutory Limits
			Bodily Injury by Accident/Bodily Injury by Disease, policy limits/Bodily Injury by Disease each employee
WCI		Employers Liability	\$100,000/\$500,000/\$100,000
WC2		Employers Liability	\$500,000/\$500,000/\$500,000
WC3		Employers Liability	\$1,000,000/\$1,000,000/\$1,000,000
WCUSLH		US Longshoremen & Harbor Workers Act	\$1,000,000
WCJA	<u> </u>	Federal Jones Act	\$1,000,000

GENERAL LIABILITY

As a minimum, the required general liability coverages will include:

- Premises Operations
- Blanket Contractual
- Products and Completed Operations
- Personal Injury

Required Limits:

GLI	<u> </u>	\$300,000 Combined Single Limit
GL2	<u>X </u>	\$500,000 Combined Single Limit
GL3	<u> </u>	\$1,000,000 Combined Single Limit
GL4	<u> </u>	\$2,000,000 Combined Single Limit
GLS	<u> </u>	\$3,000,000 Combined Single Limit
GL6	<u> </u>	\$4,000,000 Combined Single Limit
GL7	<u> </u>	\$5,000,000 Combined Single Limit

Required Endorsement:

GLLIQ	<u> </u>	Liquor Liability
GLS		Security Services

All endorsements are required to have the same limits as the basic policy

BUSINESS AUTOMOBILE LIABILITY

As a minimum, coverage should extend to liability for: Owned; Non-owned; and Hired Vehicles

Required Limits:

VL1	<u> </u>	\$50,000 per Person; \$100,000 per Occurrence \$25,000 Property Damage Or \$100,000 Combined Single Limit (The use of VL1 should be limited to special projects that involve other governmental entities or "Not for Profit" organizations. Risk Management must approve the use of this form).
VL2	<u>X</u>	\$200,000 per Person; \$300,000 per Occurrence \$200,000 Property Damage Or \$300,000 Combined Single Limit
VL3	<u> </u>	\$500,000 per Person; \$1,000,000 per Occurrence \$100,000 Property Damage Or \$1,000,000 Combined Single Limit
VL4	<u> </u>	\$5,000,000 Combined Single Limit

MISCELLANEOUS COVERAGES

BRI	Builders' Risk	Limits equal to the Full Replacement Value of the completed project.
CLI	Cyber Liability	\$1,000,000
MVC	Motor Truck Cargo	Limits equal to the maximum value of any one shipment.
PRO PR02 PR03	Professional Liability	\$ 300,000 per Occurrence \$ 500,000 Agg. \$ 500,000 per Occurrence/\$1,000,000 Agg. \$1,000,000 per Occurrence/\$2,000,000 Agg.
POL1 POL2 POL3 POL4	Pollution Liability	\$ 500,000 per Occurrence/\$1,000,000 Agg. \$1,000,000 per Occurrence/\$2,000,000 Agg. \$3,000,000 per Occurrence \$6,000,000 Agg. \$5,000,000 per Occurrence/\$10,000,000 Agg.
EDt ED2	Employee Dishonesty	\$ 10,000 \$100,000
GK1 GK2 GK3	Garage Keepers	\$ 300,000 (\$ 25,000 per Vehicle) \$ 500,000 (\$100,000 per Vehicle) \$1,000,000 (\$250,000 per Vehicle)

MEDI	Medical Professional	\$ 300,000 \$ 750,000 Agg.
MED2		\$ 500,000 \$ 1,000,000 Agg.
MED3		\$1,000,000 \$ 3,000,000 Agg.
MED4		\$5,000,000 \$10,000,000 Agg.
IF	Installation Floater	Maximum value of Equipment Installed
VLP1	Hazardous	\$ 300,000 (Requires MCS-90)
VLP2	Cargo	\$ 500,000 (Requires MCS-90)
VLP3	Transporter	\$1,000,000 (Requires MCS-90)
BLL	Bailee Liab.	Maximum Value of County Property that will be in the Bailee's posession.
HK.L1	Hangar keepers	\$ 300,000
HK.L2	Liability	\$ 500,000
HK.L3		\$ 1,000,000
HK.L4		\$ 5,000,000
AIR1	Aircraft	\$ 1,000,000
AIR2	Liability	\$ 5,000,000
AIR3		\$50,000,000
AE01	Architects Errors	\$ 250,000 per Occurrence
AE02	& Omissions	\$ 500,000 per Occurrence
AE03		\$ 1,000,000 per Occurrence
AE04		\$ 3,000,000 per Occurrence
		\$ 500,000 Agg.
		\$1,000,000 Agg.
		\$3,000,000 Agg.
		\$5,000,000 Agg.
ARP	All Risk Property	Full Replacement Value of Structure
EOJ	Engineers Errors	\$ 250,000 per Occurrence
E02	& Omissions	\$ 500,000 per Occurrence
E03		\$ 1,000,000 per Occurrence
E04		\$ 2,000,000 per Occurrence
		\$ 5,000,000 per Occurrence
		\$10,000,000 Agg.
WL1	Water Craft	\$ 500,000 per Occurrence
WL2	Liability	\$ 1,000,000 per Occurrence

INSURANCE AGENT'S STATEMENT

I have reviewed the above requirements with the bidder named below. The following deductibles apply to the corresponding policy.

Policy	Deductibles
Workers Compensation	\$0
General Liability	\$25,000
Auto Liability	\$5,000

Liability policies are Occurrence Claims Made

Florida Municipal Insurance Trust
Insurance Agency

Michael J. Morrill
Signature

BIDDERS
STATEMENT

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all the requirements.

Seth Lawless, Village Manager
Bidder's Name and Title

Seth Lawless
Signature

Company Name: Islamorada, Village of Islands



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/3/2021

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

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

PRODUCER World Risk Management, LLC a Member of: Ballator Insurance Group 20 N. Orange Ave., Suite 500 Orlando FL 32801	CONTACT NAME: Jenna Jennings PHONE (A/C, No, Ext): 4074452414 E-MAIL ADDRESS: jennifer.jennings@wrmllc.com	FAX (A/C, No): 407-445-2868
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Islamorada, Village of Islands 86800 Overseas Highway Islamorada FL 33036	INSURER A: Public Risk Management of FL (
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 444761722

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		PRM020-007-083 Approved Risk Management <i>Maria L. Slavik</i> 2-3-2021	10/1/2020	10/1/2021	EACH OCCURRENCE	\$ 2,000,000	
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000	
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY APD		PRM020-007-083	10/1/2020	10/1/2021	MED EXP (Any one person)	\$ EXCLUDED	
						PERSONAL & ADV INJURY	\$ 2,000,000	
						GENERAL AGGREGATE	\$	
						PRODUCTS - COMP/OP AGG	\$	
						APD DEDUCTIBLE	\$	
						COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					BODILY INJURY (Per person)	\$	
						BODILY INJURY (Per accident)	\$	
						PROPERTY DAMAGE (Per accident)	\$	
						APD DEDUCTIBLE	\$ 1,000	
						EACH OCCURRENCE	\$	
						AGGREGATE	\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A	PRM020-007-083	10/1/2020	10/1/2021	E.L. EACH ACCIDENT	\$ 1,000,000	
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	

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

Beach Cleaning and Maintenance Agreement #789

With respects to the listed coverage held by the named insured, as evidence of insurance.

Per the Attorney General's Opinion, as Per FL Statute 768.28, governmental entities may not add another party as an additional insured.

CERTIFICATE HOLDER

CANCELLATION

Monroe County BOCC & Monroe County TDC 1201 White Street, Suite 102 Key West FL 33040	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>A. Cov</i>

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Additional Insured:

“Per the attorney general’s opinion, as per FL Statute 768.28, governmental entities may not add another party as an additional insured.”

Public entities fall under Sovereign immunity limits, each state has own sovereign immunity limits. Can't sue one each other. Tort limit in FL is 100/300, that is the most amount of coverage they will have and if someone sues one another they won't get more than 100/300. All fall under same tort limits in state of fl.

768.28 Waiver of sovereign immunity in tort actions; recovery limits; limitation on attorney fees; statute of limitations; exclusions; indemnification; risk management programs. —

- (1) In accordance with s. 13, Art. X of the State Constitution, the state, for itself and for its agencies or subdivisions, hereby waives sovereign immunity for liability for torts, but only to the extent specified in this act. Actions at law against the state or any of its agencies or subdivisions to recover damages in tort for money damages against the state or its agencies or subdivisions for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the agency or subdivision while acting within the scope of the employee’s office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant, in accordance with the general laws of this state, may be prosecuted subject to the limitations specified in this act. Any such action may be brought in the county where the property in litigation is located or, if the affected agency or subdivision has an office in such county for the transaction of its customary business, where the cause of action accrued. However, any such action against a state university board of trustees shall be brought in the county in which that university’s main campus is located or in the county in which the cause of action accrued if the university maintains therein a substantial presence for the transaction of its customary business.
- (2) As used in this act, “state agencies or subdivisions” include the executive departments, the Legislature, the judicial branch (including public defenders), and the independent establishments of the state, including state university boards of trustees; counties and municipalities; and corporations primarily acting as instrumentalities or agencies of the state, counties, or municipalities, including the Florida Space Authority.
- (3) Except for a municipality and the Florida Space Authority, the affected agency or subdivision may, at its discretion, request the assistance of the Department of Financial Services in the consideration, adjustment, and settlement of any claim under this act.
- (4) Subject to the provisions of this section, any state agency or subdivision shall have the right to appeal any award, compromise, settlement, or determination to the court of appropriate jurisdiction.

The state and its agencies and subdivisions shall be liable for tort claims in the same manner and to the same extent as a private individual under like circumstances, but liability shall not include punitive

damages or interest for the period before judgment. Neither the state nor its agencies or subdivisions shall be liable to pay a claim or a judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the state or its agencies or subdivisions arising out of the same incident or occurrence, exceeds the sum of \$300,000. However, a judgment or judgments may be claimed and rendered in excess of these amounts and may be settled and paid pursuant to this act up to \$200,000 or \$300,000, as the case may be; and that portion of the judgment that exceeds these amounts may be reported to the Legislature, but may be paid in part or in whole only by further act of the Legislature. Notwithstanding the limited waiver of sovereign immunity provided herein, the state or an agency or subdivision thereof may agree, within the limits of insurance coverage provided, to settle a claim made or a judgment rendered against it without further action by the Legislature, but the state or agency or subdivision thereof shall not be deemed to have waived any defense of sovereign immunity or to have increased the limits of its liability as a result of its obtaining insurance coverage for tortious acts in excess of the \$200,000 or \$300,000 waiver provided above. The limitations of liability set forth in this subsection shall apply to the state and its agencies and subdivisions whether or not the state or its agencies or subdivisions possessed sovereign immunity before July 1, 1974.