WHEREAS, there has been a notable increase in the use of the playground equipment at Islamorada, Village of Islands’ (the Village”) Library Beach Park by young families in the past few years, both by Village residents and visiting tourists; and

WHEREAS, Village staff has determined that Playmore Recreational Products and Services (“Playmore”) offers the desired equipment solution for the playground area at Library Beach Park; and

WHEREAS, the desired playground equipment is available from Playmore at a cost of Twenty-Five Thousand Four Hundred Seventy-Nine Dollars ($25,479.00), as provided in the quote attached hereto as Exhibit “A”; and

WHEREAS, in April 2015, the Village applied to the Monroe County Tourist Development Council (the “TDC”) for FY 2016 Capital Project funding of the Library Beach Playground Zone Project (the “Project”), including the acquisition and installation of new
playground equipment; and

WHEREAS, on August 6, 2015, the Village received notification by the TDC of funding allocation for up to fifty percent (50%) of the Project costs, in an amount not to exceed Twelve Thousand Seven Hundred Thirty-Nine Dollars ($12,739.00); and

WHEREAS, the Grant Award Agreement, Contract ID# 1543, (the "Agreement") attached as Exhibit "B", requires Village Council approval prior to execution by the Monroe County Board of County Commissioners; and

WHEREAS, in accordance with Section 2-328 of the Village Code of Ordinances, the Village Council hereby finds that waiver of competitive bidding for the purchase of the new playground equipment is in the best interest of the Village; and

WHEREAS, the Village Council desires to approve the purchase of the playground equipment from Playmore Recreational Services and Products; and

WHEREAS, the Village Council finds that 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 reference.

Section 2. Acceptance of Grant and Approval of Agreement. The Village Council of Islamorada, Village of Islands hereby accepts the grant award from the TDC and approves the Agreement, attached hereto as Exhibit "B", between Monroe County and the Village for the reimbursement of costs for the Library Beach Playground Zone 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 Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the 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 his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 5. Waiver of Competitive Bidding. In accordance with Sections 2-328(1) and (3) of the Village Code, the Village Council hereby waives the competitive bidding purchasing provision of the Village Code to purchase the playground equipment from Playmore Recreational Products & Services.

Section 6. Authorization of Funds 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 7. Approval of Budget Amendment. The Village Council hereby approves a Budget Amendment to increase the FY 2014-2015 Capital Project Fund budget by Seventeen Thousand Five Hundred Dollars ($17,500.00) to cover the entire cost of the playground equipment in the approximate amount of Twenty Five Thousand Five Hundred Dollars ($25,500.00). Any funds not expended by fiscal year end would be carried over to FY 2015-2016. Upon receipt of fifty (50%) of the project costs from the TDC, another budget amendment would be recorded to reflect the receipt. The Village’s portion of project costs would come from Parks and Recreation
Impact Fees.

Section 7. Effective Date. This Resolution shall take effect immediately upon adoption.

Motion to adopt by Vice Mayor Deb Gillis, second by Councilman Jim Mooney.

FINAL VOTE AT ADOPTION
VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:

Mayor Mike Forster YES
Vice Mayor Deb Gillis YES
Councilman Jim Mooney YES
Councilman Chris Sante YES
Councilman Dennis Ward YES

PASSED AND ADOPTED this 20th day of AUGUST, 2015.

[Signature]
MIKE FORSTER, MAYOR

ATTEST:

[Signature]
KELLY TOOTH, VILLAGE CLERK

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

[Signature]
ROGER V. BRYAN, VILLAGE ATTORNEY
# QUOTATION

**Job Number:** 9071  
**Revision:**

**Client:** Islamorada, Village of Islands  
87000 Overseas Hwy  
Islamorada FL 33036

**Job:** Library Park  
87000 Overseas Hwy  
Islamorada FL 33036

**Contact:** Leslie Wojtecki  
**Phone:** 305-852-6933  
**Fax:** 305-852-9523  
**Email:** lesli.wojtecki@islamorada.fl.us

**Sales Rep:** Jason Gray  
**Terms:** Net 30

---

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**Grand Totals:** **$25,478.52**

---

**Notes:**  *Existing Equipment removed by others. Surfacing by others*
Acceptance Signature: 

Page 2 of 2

General Terms:

Acceptance by either a signature or a purchase order based on this proposal indicates that you are in full agreement with all terms and conditions of this proposal including the following:

Prices are valid for 30 days. After 30 days, prices are subject to change without notice. Sales tax will be charged unless a copy of a valid Sales tax exemption certificate is presented with order. Specify all color selections in writing. Any discrepancies that arise due to oral color selections will be the responsibility of the customer. If customer is installing equipment, all equipment is to be installed per manufacturer's instructions and appropriate guidelines such as ASTM and CPSC, installation, site work, building permits, engineered drawings, etc. are not included unless noted.

Building Permits:

Building permits are the responsibility of the owner. If a building permit is required for your project, the following options are available.

- Add 5% to the quotation/contract price. Playmore Recreational Products and Services will cover the costs of all the building permit fees and expeditor fees.
- Playmore Recreational Products and Services can assist the customer in obtaining their own permit. Customer is responsible for all fees directly to the permitting agency and/or the expediting company.

NOTE: All zoning, planning, environmental, etc. permits and approvals are the responsibility of others as well as any required site plans. If signed and sealed engineered drawings are needed for the installation of equipment, this will be included on the proposal. If it is omitted and later discovered necessary, the cost will be the responsibility of the customer.

Installation Terms:

Standard Services Include:
- Shipping Notification/Receiving Instructions
- Pre-Installation On-Site Meeting
- Underground Utility Check (Sunshine State One Call)
- Accept Delivery and Unload Equipment (If site is ready)
- Moving New Equipment to Job Site
- Layout of Equipment
- Installation of Equipment and Materials Per Manufacturer's Instructions
- Trash Clean Up (Dumpsters and Off-Site)
- Trash Disposal (not Standard)
- Post-Installation Walk Through
- Maintenance Explanation
- Customer Responsibilities (unless otherwise noted in the applicable quotation/contract):
  - Trash Disposal - Dumpsters or Off Site Disposal.
  - Accept Delivery and Unload Equipment (if site is not ready) $500.00 Charge will Apply if Customer wants Installers to Unload.
  - Provide Area for Storage and Staging.
  - Secure Site and Equipment.
  - Provide Access as Outlined below.

Some Optional Responsibilities (Must be clearly outlined in the applicable quotation/contract):
- Removal of Existing Equipment.
- Site Preparation and Grading, Drainage Systems, etc.
- Engineered Drawings for Purchased Equipment.
- Other Permits or Engineered Drawings (i.e. zoning permits, environmental permits, site surveys, etc.)

*Any other responsibilities must be clearly outlined in the applicable quotation/contract.

Other Notes:

Access/Utilities: Access must be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage, however any damage caused by the normal installation of our product, such as sod, concrete sidewalks, private underground utilities, etc. will be the responsibility of the customer, as will any additional costs associated with limiting damage such as providing plywood over sod for access. If access is not reasonably close to the job site, any additional costs incurred due to having to transport materials and/or supplies will be the responsibility of the customer.

Rock/Foreign Object Clause: Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in-place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rock, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

Playground Surfacing. All playground equipment is to be installed over safety surfacing per CPSC guidelines and ASTM standards. If the customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.
Adventure Tubes
Freestanding Passage Adventure Tube

Seamless construction for safe play. Complete with anchoring device. Choose one plastic and component color.

Want to learn more about our Playworld PlayDesigns Product Line?

Product Details
Technical Documents

Color: Available in any Playworld Systems color(s)
Weight: 92 lbs (42 kg)
Size: 4' 3" x 2' 6" x 3' 2" (1.3m x 0.74m x 0.97m)
Capacity: 3
Install Hours: 3

Certifications:
ASTM F1487  EN1176

Prices shown in U.S. Dollars. Prices do not include freight, custom fees, surfacing or installation. Please contact your authorized Playworld Systems Representative for pricing.
PlayTown Butterfly Climber

Given children a fun and safe place to practice their balance and coordination skills. Hand-eye coordination improves as they use the handholds in the butterfly wings. Encourages children to socialize and negotiate to pass one another. Each colorful butterfly sold separately. This climber is part of the PlayTown line, which was designed by starting with Early Childhood Learning standards. The activities support and reinforce classroom learning in an outdoor environment, while encouraging imagination and cooperation.

Want to learn more about our PlayDesigns Product Line?

Product Details

- Color: Available in any Playworld Systems color(s)
- Weight: 40 lbs (18 kg)
- Size: 1'4" x 1'2" x 4'0" (0.41 m x 0.36 m x 1.22 m)
- Capacity: 1
- Install Hours: 1

Certifications:

- ASTM F1487
- EN1176

Prices shown in U.S. Dollars. Prices do not include freight, custom fees, surfacing or installation. Please contact your authorized Playworld Systems Representative for pricing.

http://playworldsystems.com/products/butterfly_climber
Sand & Water Play
EZ-Digger Original

Features 360° rotation and dual hand controls. Choose one post and one component color. Also available in an accessible version.

Want to learn more about our Playworld Product Line?

Product Details  Technical Documents

Color: Available in any Playworld Systems color(s)
Weight: 54 lbs (25 kg)
Size: 3' 8" x 1' 2" x 2' 11" (1.12m x 0.36m x 0.89m)
Capacity: 1
Install Hours: 1

Certifications:
ASTM F1487  EN1176

Prices shown in U.S. Dollars. Prices do not include freight, custom fees, surfacing or installation. Please contact your authorized Playworld Systems Representative for pricing.
Moon Rock Climber

Climbers

Moon Rock Climber

Designed to be challenging and age appropriate at the same time. Children can climb, crawl, jump and hide. Discover a universe underground! Space theme graphics spark imagination: find images of the solar system, space stations, rockets, and more! Encourages exploration and discovery. Great place for children to escape from the noise and find some quiet time from overstimulation.

Want to learn more about our Playworld, Playdesigns Product Line?

Product Details

Color: Available in any Playworld Systems color(s)
Weight: 245 lbs (111 kg)
Size: 6' 3" x 8' 1" x 3' 8" (1.91m x 2.46m x 1.12m)
Capacity: 8
Install Hours: 4

Certifications:
ASTM F1487  EN1176

Prices shown in U.S. Dollars. Prices do not include freight, custom fees, surfacing or installation. Please contact your authorized Playworld Systems Representative for pricing.
Twist and Shout Slide

Curved, textured bedways deliver a thrilling side-to-side motion. Runout features molded in grooves. Overhead canopy provides for a safer play day. From 4’ (1.22m) decks. Freestanding version features Eco-Armor® coated, perforated-steel stairs and deck.

Want to learn more about our Playworld Product Line?

**Product Details**

- **Color:** Available in any Playworld Systems color(s)
- **Weight:** 475 lbs (216 kg)
- **Size:** 12’ 12” x 4’ 0” x 6’ 6” (3.7m x 1.2m x 2.0m)
- **Capacity:** 6
- **Install Hours:** 6

**Certifications:**

- ASTM F1487
- EN1176

Prices shown in U.S. Dollars. Prices do not include freight, custom fees, surfacing or installation. Please contact your authorized Playworld Systems Representative for pricing.

---

**Technical Details**

- **Material:** Steel
- **Coating:** Eco-Armor®
- **Surface:** Rubber Mulch
- **Accessories:** Perforated-steel panel, stairs, railings, canopies, and pad

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**Recently Viewed:**

- Freestanding Passage
- Adventure Tube
- Adventure Tunnel

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**Press Room**

- Playworld Systems
- USA
- Toll Free: 1-800-PLAYWORLD
- Email: info@playworldsystems.com

**Products**

- Early Childhood
- School Age
- Fitness & Wellness

**Contact us**

Playworld Systems, Inc.
1000 Phillies Road
Lewisburg, PA 17837-0705 USA

**Join our email list!**

Get information on new products, upcoming sales and events.

Enter your E-Mail Address
Motion Play
Bing Boing

Kids can bob back-and-forth and spin around at the same time for fun in full motion.

Want to learn more about our Playworld Product Line?

Product Details  Technical Documents

Color: Available in any Playworld Systems color(s)

Weight: 270 lbs (125 kg)

Size: 3' 3" x 3' 3" x 4' 9" (0.99m x 0.99m x 1.47m)

Capacity: 4

Install Hours: 4

Certifications:
ASTM F1487  EN1176

Prices shown in U.S. Dollars. Prices do not include freight, custom fees, surfacing or installation. Please contact your authorized Playworld Systems Representative for pricing.
Sports Play
Tetherball

Post made of 2-3/8" (6cm) O.D. galvanized pipe with a cast aluminum cap.
Ball features a recessed rope attachment for protection from injury.
Replacement ball and rope available.

Want to learn more about our Playworld Product Line?

Product Details

- Color: Available in select color pallet(s)
- Weight: 32 lbs (15 kg)
- Size: 10' x 10' x 10' (3.05m x 3.05m)
- Capacity: 2
- Install Hours: 2

Prices shown in U.S. Dollars. Prices do not include freight, custom fees, surfacing or installation. Please contact your authorized Playworld Systems Representative for pricing.
Motion Play
Nucleo

Kids can bounce and 'surf' on Nucleo for a fun ride that promotes balance and coordination. Its range of motion is determined by child's weight. Use multiple Nucleo's to play-functionally link two playground structures together.

Want to learn more about our Playworld Product Line?

Product Details
- Color: Available in any Playworld Systems color(s)
- Weight: 103 lbs (47 kg)
- Size: 21" x 17" x 20" (0.54m x 0.48m x 0.61m)
- Capacity: 1
- Install Hours: 3

Certifications:
- ASTM F1487
- EN1176

Prices shown in U.S. Dollars. Prices do not include freight, custom fees, surfacing or installation. Please contact your authorized Playworld Systems Representative for pricing.
Motion Play
Spin Cup

360° up playtime with tons of spinning fun.

Want to learn more about our Playworld Product Line?

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Certifications:
ASTM F1487  EN1176

Prices shown in U.S. Dollars. Prices do not include freight, custom fees, surfacing or installation. Please contact your authorized Playworld Systems Representative for pricing.
2. SCOPE OF AGREEMENT. The representations made by the Grantee in its proposal submitted to the TDC are incorporated herein by reference. The Grantee shall provide the following scope of services: Materials and Labor required to complete the above mentioned project. Segment(s) of the work is/are more particularly described in Exhibit A, detailing the work and the cost allocable to each segment, attached hereto, and incorporated herein by reference. Anything not referenced within Exhibit A will not be reimbursed. All work for which grant funds are to be expended must be completed by the Library Beach Playground Zone
FY 2016 Funding
Contract ID#: 1543
stated termination date of **March 31, 2016** and all invoices pertaining to this project shall be submitted to the Finance Department of Monroe County no later than **March 31, 2016** 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). Should there be a change in the project manager specified in the Grantee’s application, a new project manager shall be designated, and notice with new contact information shall be provided in writing to the TDC administrative office.

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

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

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

c.) Grantee shall exercise good internal controls to assure that the project as described in the funding application shall be completed on a timely basis within the proposed budget and shall provide to County any certifications, including those by the architect, engineer, contractor or an independent consultant if necessary.
3. **AMOUNT OF AGREEMENT AND PAYMENT.** The Grantor shall provide an amount not to exceed $12,739 (Twelve Thousand Seven Hundred and Thirty Nine Dollars - TDC District IV funding) for materials and services used to improve the property. Reimbursement request must show that Grantee has paid in full for materials and services relating to the segment prior to seeking the 50% (fifty percent) reimbursement from Grantor. Payment shall be 50% (fifty percent) reimbursement of the total cost of the segment, subject to the cap on expenditures for that segment as set forth in Exhibit A. Reimbursement can be sought after each segment of the agreement is completed and signed by the Monroe County Engineering Department as outlined in 3.a. The Board of County Commissioners and the Tourist Development Council assume no liability to fund this agreement for an amount in excess of this award. Monroe County’s performance and obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC.

a.) Payment shall be made upon the completion of a specific segment as outlined in the Scope of Services and Exhibit A. Payment for expenditures permissible by law and County policies shall be made through reimbursement to Grantee upon presentation of Application for Payment Summary, AIA Document G702 or similar certification as required below for governmental entities and not-for-profit entities, invoices, canceled checks and other documentation necessary to support a claim for reimbursement. Included in said documentation shall be proof that the Grantee has received the property, real or personal, for each segment of agreement as outlined in Exhibit A and paid an amount equal to or greater than the amount invoiced to the Grantor. It shall be necessary for the Grantee to contact the County Engineering Division and to arrange for inspection upon the completion of each segment. The documentation needed to support the payment request shall be in the form necessary for submission and available to the County Engineer at the time of inspection. All submissions for payment shall have a proposed schedule of values for segment(s) and indicate the percentage of completion of the overall project as of the submission. This document should be signed by the project architect, engineer, general contractor or project manager. Photos of the progress of the work shall also be submitted with the payment application. It shall be the responsibility of the project architect, engineer, general contractor or project manager to initiate the communication with the Monroe County Engineering Division to facilitate the inspection of the segment of the project. All submissions requesting payment shall be approved in writing, and signed, by the Monroe County Engineering Division as to the completion of the segment of the project for which payment is requested. The application for payment document must be certified through a statement signed by an officer of the organization and notarized.

Library Beach Playground Zone
FY 2016 Funding
Contract ID#: 1543

3
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:

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<td>Contractor’s Affidavit of Debts &amp; Claims</td>
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<td>G-706A</td>
<td>Contractor’s Affidavit of Release of Liens</td>
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<td>G-707</td>
<td>Consent of Surety to Final Payment (when applicable)</td>
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Final Release of Lien or Affidavit and Partial Release of Lien

For projects for which TDC funding under this agreement is $50,000 or less, the AIA documentation is not required, but sufficient documentation must be submitted to County to provide similar assurances that the work has been completed and contractors/suppliers paid.

All payment requests must be submitted no later than March 31, 2016. Invoices received after March 31, 2016 will not be considered for payment.

b.) If in-kind services were noted within your application, and you are applying them to this project, documentation shall be submitted to the TDC Administrative Office to show the receipt and application of in-kind donations of goods, professional services, and materials. Said documentation should include invoices, bills of lading, etc., and be verified as received and applied to the project through a notarized statement of the project architect, engineer, general contractor or project manager. The receipt and application to the project of volunteer labor are to be documented and verified by notarized signature of the project architect, engineer, general contractor, or project manager, and said documentation submitted to the TDC Administrative Office. All submissions shall identify the items included in Exhibit A and Grantee shall complete the Application for Payment form which is provided within the payment/reimbursement kit provided to the Grantee, listing the schedule of values which are sought to be reimbursed and shall indicate the percentage of completion of the overall project as of the submission. This document should be signed by the project architect, engineer, general contractor or project manager.

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

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

d.) Upon successful completion of this Grant agreement, the Grantee may retain ownership of the real and personal property acquired and/or improved with funding under this Grant agreement. However, the Grantee shall maintain, preserve, and operate the property which was acquired or improved under this agreement for the 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 §25.0104 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.
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 for 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, 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.

3. 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 Grantee to terminate this agreement immediately upon delivery of written notice of termination to the Grantee.

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

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

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

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

Library Beach Playground Zone
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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.

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10. NONDISCRIMINATION. County and Grantee agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Grantee agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as amended, relating to nondiscrimination on the basis of disability; 10) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this agreement.

11. ANTI-KICKBACK. The Grantee warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County or TDC has any interest, financial 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 **March 31, 2016**. 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
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
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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:

Library Beach Playground Zone
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1. Workers' Compensation insurance as required by Florida Statutes.

2. Commercial General Liability Insurance with minimum limits of $500,000 Combined Single Limit (CSL). If split limits are provided, the minimum limits acceptable shall be $250,000 per Person $500,000 per occurrence $50,000 property damage.

3. Comprehensive Auto Liability insurance with minimum limits of $300,000 combined single limit per occurrence.

The 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) 295-3176 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 Maxine Pacini 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 had delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested to the following:

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

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

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

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

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

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

27. FORCE MAJEURE. The Grantee shall not be liable for delay in performance or failure to complete the project, in whole or in part, due to the occurrence of any

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

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

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

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

30. MISCELLANEOUS: As used herein, the terms "contract" and "agreement" shall be read interchangeably.
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

Attorney

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

Liberty Beach Playground Zone
FY 2016 Funding
Contract ID#: 1543
**EXHIBIT A**

**NAME OF ENTITY:** Islamorada, Village of Islands  
**NAME OF PROJECT:** Library Beach New Playground Zone  

**NUMBER OF SEGMENTS TO PROJECT:** 1  
**Note:** County signoff and submission for reimbursement only allowed after completion of each segment as documented in this exhibit. Grantee must apply for reimbursement utilizing the 'Application for Payment' form included within the Payment/Reimbursement Kit.

<table>
<thead>
<tr>
<th>Segment #:1</th>
<th>Description: Materials, equipment and labor required to:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Purchase, ship, and install playground equipment to include: Overdrive Spinner, Craw Tube, Slide, Moon Rock Climber, E-Z Digger, Butterfly Climber, Spin Cup, Nucelo Balance Board, Tetherball Post with Ball and Bing Boing Balance Board.</td>
</tr>
</tbody>
</table>

(In order for this segment to be reimbursed, acknowledgement of TDC funding must be in place and proof in the form of pictures provided with submission for reimbursement of this segment. This acknowledgement shall not be covered as part of the TDC reimbursement – see contract paragraph 2)

<table>
<thead>
<tr>
<th>Total Cost: $25,478</th>
<th>TDC portion: $12,739</th>
</tr>
</thead>
</table>

**In-Kind:** No in-kind will be used towards reimbursement of this project.
CERTIFICATE OF COVERAGE

Certificate Holder
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
MONROE COUNTY TOURIST DEVELOPMENT COUNCIL
1201 WHITEHEAD STREET, SUITE 102
KEY WEST, FL 33040

Administrator
Florida League of Cities, Inc.
Department of Insurance and Financial Services
P.O. Box 530065
Orlando, Florida 32853-0065

COVERAGE PROVIDED BY:
FLORIDA MUNICIPAL INSURANCE TRUST

AGREEMENT NUMBER: FMIT0650
COVERAGE PERIOD: FROM 10/1/15 TO 10/1/16 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability
[X] Comprehensive General Liability, Bodily Injury, Property Damage,
Personal Injury and Advertising Injury
[X] Errors and Omissions Liability
[X] Employment Practices Liability
[X] Employee Benefits Program Administration Liability
[X] Medical Attendants/Medical Directors' Malpractice Liability
[X] Broad Form Property Damage
[X] Law Enforcement Liability
[X] Underground, Explosion & Collapse Hazard

Limits of Liability
* Combined Single Limit
Deductible Stoploss $25,000

Automobile Liability
[X] All owned Autos (Private Passenger)
[X] All owned Autos (Other than Private Passenger)
[X] Hired Autos
[X] Non-Owned Autos

Limits of Liability
* Combined Single Limit
Deductible Stoploss $5,000

Automobile/Equipment - Deductible
[X] Physical Damage Per Schedule - Comprehensive - Auto
Per Schedule - Collision - Auto
Per Schedule - Miscellaneous Equipment

Other
* The limit of liability is $200,000 Bodily Injury and/or Property Damage per person or $300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to $1,000,000 for General Liability and $1,000,000 for Automobile Liability (combined single limit) per occurrence, solely for any liability resulting from entry of a claimant bill pursuant to Section 768.28(5) Florida Statutes or liability/annulment for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items
RE: 2015 Capital Funding Grant for Library Beach Playground Equipment

RE: Events, activities, elections and functions authorized by the certificate holder involving the designated member while being held upon the premises of the certificate holder. The certificate holder is hereby added as an additional insured, except for Workers' Compensation and Employers Liability, as respects the member's liability for the above described event.

Designated Member
Islamorada Village of Islands
86800 Overseas Highway
Islamorada FL 33036

Cancellations
SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE, THEREOF, THE ISSUING COMPANY WILL ENDORSE TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE. THE ISSUING COMPANY MAY, BUT IS NOT OBLIGATED TO MAIL SUCH NOTICE. THERE IS NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE