

**CITY OF MARATHON, FLORIDA
RESOLUTION 2009-112**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA APPROVING TOURIST DEVELOPMENT COUNCIL INTER-LOCAL GRANT AGREEMENT NO. 627 (SOMBRERO BEACH PLAYGROUND UPGRADE); AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sombrero Beach is a family tourist destination located in the City of Marathon (the "City"); and

WHEREAS, the playground equipment at Sombrero Beach is deteriorating; and

WHEREAS, the Monroe County Tourist Development Council, awarded the City \$25,000 in Bricks and Mortar/Capital Projects grant funding to apply towards the replacement of the playground equipment at Sombrero Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The City Council hereby approves Tourist Development Council Inter-Local Grant Agreement No. 627 (Sombrero Beach Playground Upgrade), a copy of which is attached hereto as Exhibit A. The City Council further authorizes the City Manager to execute the agreement on behalf of the City.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Marathon, Florida, this 25th day of August 2009.

THE CITY OF MARATHON, FLORIDA



Michael Cinque, Mayor

AYES: Ramsay, Vasil, Snead, Worthington, Cinque
NOES: None
ABSENT: None
ABSTAIN: None

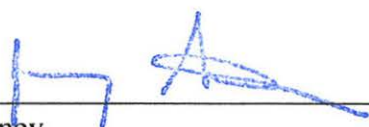
ATTEST:



Diane Clavier
City Clerk

(City Seal)

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



City Attorney

Grant Award Agreement

THIS AGREEMENT (Agreement) is entered into this 21st day of Oct., 2009 by and between MONROE COUNTY, a political subdivision of the State of Florida (County or Grantor) and **City of Marathon** a Government agency organized and operating under the laws of the state of Florida (Grantee).

WHEREAS, the third penny of Tourist Development Tax may be used to acquire, construct, extend, enlarge, remodel, repair or improve, convention centers, sports stadiums, sports arenas, coliseums, auditoriums, fishing piers, museums, zoological parks, nature centers, beach improvements and beach park facilities which are publicly owned and operated or owned and operated by not-for-profit corporations, and

WHEREAS, Grantee has applied for funding for the Sombrero Beach Playground Upgrade 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 a beach park that is 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 21, 2009 through to **September 30, 2010**. 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 Grantee shall provide the following scope of services: Segment 1: New playground equipment. Segment(s) of the work is/are more particularly described in Exhibit(s) A, detailing the work and the cost allocable to each segment, attached hereto and incorporated herein by reference. All work for which grant funds are to be expended must be completed by the stated termination date of **September 30, 2010** and all invoices pertaining to this project shall be submitted to the Finance Department of Monroe County no later than **September 30, 2010** to be considered for payment.

a) There shall be a project manager to acknowledge receipt of goods or work performed. This Project Manager shall be Susie Thomas, 9805 Overseas Highway, Marathon, FL 33050 (Telephone: 305-289-5001). 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 undergo procurement processes for those parts of the project to be contracted (not performed by the entity's employees), which shall, at a minimum, require the acquisition of two written quotes for work expected to be under \$25,000 or a notarized statement as to why such written quotes were not feasible. For work expected to be \$25,000 or more, a competitive bid process must be performed. County procurement policies and procedures may be used by the Grantee as a guideline.

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, required to establish that materials which are purported to be applied to the project are in fact so applied. Further verification shall be required to show that equipment and other fixtures and personal property covered by this Agreement are delivered to and installed in the project site. When any permit is required by any governmental agency, copies of plans and other documents which are submitted to the applicable agency shall be submitted to the County Engineering Division to enable verification that the scope of services under this Agreement has been provided.

3. AMOUNT OF AGREEMENT AND PAYMENT. The Grantor shall provide an amount not to exceed **\$25,000** 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

*City of Marathon – Sombrero Beach Playground Equipment
FY 2010 Funding
Contract ID#: 627*

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, realty or personalty, 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 inspections 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(s) 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, declaring that representations in the invoice are true and factual. Grantee shall also provide partial releases of liens or certifications of non-lien if applicable. Grantor shall retain 10% of any payment on work in progress until the Grantee has provided a Final Release of Lien for each vendor/Contractor for whom payment is requested. For projects exceeding \$25,000 in TDC funding under this Agreement, final payment will not be made until the following documents are complete and submitted to the Grantor:

- AIA Document G-702 Application for Payment Summary
- AIA Document G-704 Certificate of Substantial Completion
- AIA Document G-706 Contractor's Affidavit of Debts & Claims
- AIA Document G-706A Contractor's Affidavit of Release of Liens
- AIA Document G-707 Consent of Surety to Final Payment (when applicable)
- Final Release of Lien or Affidavit and Partial Release of Lien

For projects for which TDC funding under this Agreement is \$25,000 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 the completion of project of September 30, 2010. Invoices received after September 30, 2010 will not be considered for payment.

b) 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.

Photographs showing progress on project shall be included in any payment request. 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) Grantee must submit all documentation for final payment on or before the termination date of this grant of **September 30, 2010**. Invoices received after **September 30, 2010** will not be considered for payment.

d) 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.

e) 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 (provided within payment/reimbursement package) for personal property and forward said completed form with the appropriate invoice 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 realty and personally 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 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 after the facility has been used for tourist-related purposes for at least three (3) years, 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. 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 contractor. For breach or violation of this warranty, the Contractor 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 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. 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 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 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, exempt 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's 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 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. 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. 1201 Note), as maybe amended from time to time, 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, 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, 2010.** 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 Applicant. 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, courts 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 or 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 a 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 a 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 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 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 Clerks 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 worker's 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: Susie Thomas
9805 Overseas Hwy
Marathon, FL 33050

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

and

Cynthia Hall, Asst. County Attorney
P.O. Box 1026
Key West, FL 33041-1026

22. CLAIMS FOR FEDERAL OR STATE AID. Contractor 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,

*City of Marathon – Sombrero Beach Playground Equipment
FY 2010 Funding
Contract ID#: 627*

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.

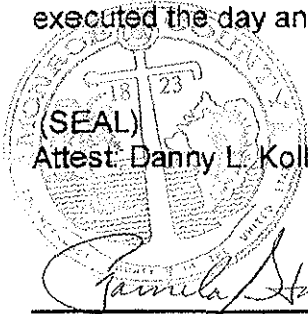
26. **NO PERSONAL LIABILITY.** No covenant or Agreement contained herein shall be deemed to be a covenant or Agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on 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 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 BOCC 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 BOCC, the Grantee must furnish evidence of the causes of such delay or failure. BOCC 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.

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



Attest: Danny L. Kolhage, Clerk

Janice Hancock
Deputy Clerk

Board of County Commissioners
of Monroe County

George R. Neugebaur
Mayor/Chairman

(CORPORATE SEAL)
Attest:

By: *Diane Clavier*
City Clerk

Diane Clavier
Print Name

Date: *8/28/09*

OR TWO WITNESSES

(1) _____

(1) _____
Print Name

Date: _____

City of Marathon

By: *[Signature]*
Mayor

Mayor Mike Cinare
Print Name

Date: *8/28/09*

(2) _____

(2) _____
Print Name

Date: _____

TO: Capital Project Administrators
FROM: Monroe County Tourist Development Council
DATE: October 1, 2009
SUBJECT: Payment/Reimbursement Guidelines

The Monroe County Tourist Development Council has entered into Fiscal Year 2009-2010. Outlined in your application for funding and your current year contract are guidelines on submissions for reimbursement of a completed segment or project. In order for the Monroe County Finance Department to process your requests and pay them promptly, **please carefully read application information, your contract with Monroe County, and the following guidelines.** Please contact the TDC Administrative Office immediately if, throughout the term of this contract, you make any changes to the contract, its scope of services, or its attached exhibits ([305-296-1552](tel:305-296-1552)). Failure to do so may result in a delay of reimbursement.

Please mail or deliver all reimbursement requests to the following address:

**Monroe County Tourist Development Council
1201 White Street (Suite 102)
Key West, FL 33040**

PROJECT MANAGER: There shall be a project manager assigned who is an architect, engineer or general contractor, or if the project is performed by County or City personnel, the project manager shall be the Engineer, Building Official or Construction Manager of that local government agency. Should the capital project not require an architect, engineer or general contractor, such as acquisition of capital equipment, or projects not requiring a building permit, a project manager must be assigned to acknowledge receipt of goods or work performed. Should there be a change in the project manager specified in the Grantee's application and/or the grant contract, a new project manager shall be designated and notice in writing of the designation shall be provided to TDC immediately.

PROCUREMENT/BID PROCESSES: A Grantee which is a not-for-profit entity shall undergo procurement/bid processes for those parts of the project to be contracted (not performed by the entity's employees), which shall, at a minimum, require the acquisition of two written quotes for work expected to be under \$25,000 or a notarized statement as to why such written quotes were not feasible. For work expected to be \$25,000 or more, a competitive bid process must be performed. County procurement/bid policies and procedures may be used by the Grantee as a guideline.

REIMBURSEMENTS: a) Payment for expenditures permissible by law and County policies shall be made through reimbursement to Grantee upon completion of the entire segment or project (no partial submissions for payment are acceptable) and presentation of Application and Certificate for Payment – AIA G-702, invoices, canceled checks and other documentation necessary to support a claim for reimbursement. The Application and Certificate for Payment document – AIA Document G702 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. Grantee shall also provide partial releases of liens if applicable. Grantor shall retain 10% of any payment on work in progress until the Grantee has provided a Final Release of Lien for each vendor/contractor for whom payment is requested. Final payment will not be made until the following documents are complete and submitted to the Grantor:

- AIA Document G-702 Application for Payment Summary
- AIA Document G-704 Certificate of Substantial Completion
- AIA Document G-706 Contractor's Affidavit of Debts & Claims
- AIA Document G-706A Contractor's Affidavit of Release of Liens
- AIA Document G-707 Consent of Surety to Final Payment
- Final Release of Lien
- Affidavit and Partial Release of Lien

All required signatures, documentation, invoices, cancelled checks, reports and photos of the work progress are to be included with the reimbursement submission. Upon completion of segment(s), it will be the grantees responsibility to contact Monroe County to facilitate inspections and obtain a County Engineer's signature on documents before submission for payment. Contact County Engineering Department, Jerry Barnett, at phone number (305) 292-4416.

All reimbursement requests must be submitted no later than the termination date written within your contract. Reimbursement cover sheets, these are supplied to grantee and must be completed (do not use pencil) and must be signed by an Officer or Finance Director of the corporation and notarized. Other paperwork requiring grantee signatures may be signed by the designated Project Manager.

b) 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 cancelled checks, 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 the schedule of values (see contract) and incorporated herein as Exhibit A 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. Photographs showing progress on project shall be included in any payment request.

The reimbursement request package must be accompanied by an original invoice. Photocopies and faxes are not acceptable. Invoices must be specific and worded to clearly identify the project, segment as outlined in the Scope of Services in the contract. A **notarized** reimbursement coversheet showing the charges involved, including check number, payee, and amount paid and copies of the cancelled check(s) must be submitted. In the case of a purchase by credit card, a copy of the credit card statement plus proof of payment must be submitted including a copy of the cancelled check. If a credit card on an account of any entity other than the grantee (contract entity) is used, further proof of payment by contract entity to the credit card holder is required including a copy of the cancelled check. The grantee shall designate a project manager if no licensed architect, engineer or general contractor is involved in the project. If the project is performed by County or City personnel, the project manager shall be the engineer, building official or construction manager of that local government. The designee shall sign off on all aspects of the project and such acknowledgement shall be included with the reimbursement request package.

Cancelled checks, when required, must include a copy of the bank statement showing that the check has cleared and a copy of the actual check from statement back-up. All other personal information may be blacked out for privacy.

BACK-UP: Back-up to verify reimbursement requests, i.e. payroll records, verifiable documentation pertaining to volunteer activities, etc. will be required. Copies of all contracts with contractors and sub-contractors must be submitted. The TDC has supplied *samples* of construction business forms which must be completed and submitted with the application for reimbursement.

The Monroe County Finance Department, at their discretion, may request additional documentation to substantiate a reimbursement request.

PERMISSIBLE AND NON PERMISSIBLE EXPENDITURES: Permissible expenditures refer to tangible expenses i.e. architectural fees; contractor fees and direct expenses for material, labor, etc. Non Permissible expenses refer to telephone charges; mailing/postage costs; travel expenses (airline tickets, gas, rental cars, etc.).

Please feel free to contact the TDC Administrative Office at 305 296-1552 (1201 White Street, Suite 102, Key West, Florida 33040) with any questions about this agreement or about submissions for reimbursement.

PLEASE READ YOUR CONTRACT CAREFULLY AND PROVIDE THE INFORMATION AS OUTLINED TO AVOID UNNECESSARY DELAYS IN PROCESSING

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702 (Instructions on reverse side) NOT ONE OF ITS

TO OWNER: PROJECT: VIA ARCHITECT: FROM CONTRACTOR: CONTRACT FOR:

APPLICATION NO.: DISTRIBUTION BY: OWNER ARCHITECT CONTRACTOR
 PERIOD FOR: PROJECT NOS.: CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract, Conditions Sheet, AIA Document G702, is attached.

1. ORIGINAL CONTRACT SUM.....\$
2. Not change by Change Orders.....\$
3. CONTRACT SUM TO DATE (Line 1 + 2).....\$
4. TOTAL COMPLETED & STORED TO DATE.....\$
(Column G on G702)
5. RETAINAGE:
 - a. _____% of Completed Work
(Column D + E on G702) \$
 - b. _____% of Stored Material
(Column F on G702) \$
 - Total Retainage (Line 5a + 5b or Total in Column I of G702).....\$
6. TOTAL BILLED LESS RETAINAGE.....\$
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificates).....\$
8. CURRENT PAYMENT DUE.....\$
9. BALANCE TO BE PAID, INCLUDING RETAINAGE
(Line 3 less Line 6).....\$

CHANGES ORDER NUMBER	ADDITIONS	DEDUCTIONS
Total changes supported in previous orders by Owner		
Total supported this month		
TOTALS		
NET CHANGES BY CHANGE ORDERS		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
 By: _____ Date: _____
 Name of: _____
 County of: _____
 Subscribed and sworn to before me this _____ day of _____

Notary Public:
 My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data accompanying this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$
(Amount application of amount certified differs from the amount applied for. Filled out figure on this Application and on the Contractor's Sheet that are changed to conform to the amount certified.)

By: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Invoices, payments and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



AIA DOCUMENT G702 - APPLICATION AND CERTIFICATE FOR PAYMENT - THIS VERSION - MAY 1992 - IS THE LATEST EDITION OF AIA DOCUMENT G702. THE PREVIOUS EDITION OF AIA DOCUMENT G702, WHICH WAS PUBLISHED IN 1982, IS OBSOLETE AND SHOULD NOT BE USED.

G702-1992

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STAINES

**CERTIFICATE OF
SUBSTANTIAL COMPLETION**
CONSTRUCTION MANAGER - ADVISER EDITION
AIA DOCUMENT G704CMA - ELECTRONIC FORMAT

OWNER
CONSTRUCTION MANAGER
ARCHITECT
CONTRACTOR
FIELD
OTHER

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D-10.

PROJECT:
(Name and address)

PROJECT NOS:

CONTRACT FOR:
CONTRACT DATE:

TO OWNER:
(Name and address)

TO CONTRACTOR:
(Name and address)

DATE OF ISSUANCE:
PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Construction Manager's and Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as _____ which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

CONSTRUCTION MANAGER BY _____ DATE _____

ARCHITECT BY _____ DATE _____

The Contractor will complete or correct the Work on the list of items attached hereto within _____ days from the above date of Substantial Completion.

CONTRACTOR BY _____ DATE _____

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at _____ (time) on _____ (date).

OWNER BY _____ DATE _____

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utility, damage to the Work and insurance shall be as follows:
(Note—Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

AIA Document G706

(Instructions on reverse side)

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

TO OWNER:
(Name and address)

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:
(Name and address)

CONTRACT DATED:

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

Indicate attachment: yes no

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR:
(Name and address)

BY: _____
(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

SAMPLE:
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INSTRUCTION SHEET**FOR AIA DOCUMENT G706A, CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS****A. GENERAL INFORMATION****1. Purpose**

This document is intended for use as a companion to AIA Document G706, Contractor's Affidavit of Payment of Debts and Claims.

2. Related Documents

This document may be used with most of the AIA's Owner-Contractor agreements and general conditions, such as A201 and its related family of documents. As noted above, G706A is a companion document to AIA Document G706.

3. Use of Current Documents

Prior to using any AIA document, the user should consult the AIA, an AIA component chapter or a current AIA Documents List to determine the current edition of each document.

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B. CHANGES FROM THE PREVIOUS EDITION

A cross-reference to AIA Document A201 has been deleted to permit the use of G706A with other families of AIA documents, including construction management, interiors and design/build.

C. COMPLETING THE G706A FORM

GENERAL: The Owner-Contractor Agreement is the usual source of required information such as the contract date and the names and addresses of the Owner, Project and Contractor.

ARCHITECT'S PROJECT NO.: This information is typically supplied by the Architect and entered on the form by the Contractor.

CONTRACT FOR: This refers to the scope of the contract, such as "General Construction" or "Mechanical Work".

AFFIDAVIT: Indicate the state and county where the Affidavit is made. This is not necessarily the same location as the Project, but should be the location where the notary is authorized to administer sworn oaths. If there are any EXCEPTIONS to the statement, these should be listed in the space provided; otherwise enter as "None". It may be a stipulation of the Contract Documents that the Owner has the right to require the Contractor to furnish a bond to cover each exception listed on the Affidavit.

SUPPORTING DOCUMENTS: The AIA does not publish a "Release or Waiver of Liens" for contractors or subcontractors because of the great diversity of releases or waivers permitted by various state mechanics lien laws. Forms for such purposes may be available from local contractor associations or may be written with the assistance of legal counsel.

D. EXECUTION OF THE DOCUMENT

The Notary Public should administer a sworn oath to the Contractor referencing the written statements appearing on G706A, and should duly sign and seal this document containing the Contractor's signature. G706A should be signed by the Contractor or the Contractor's authorized representative.

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

(Instructions on reverse side)

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

□
□
□
□
□

SAMPLE:

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TO OWNER:
(Name and address)

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:
(Name and address)

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

SURETY,

on bond of
(Insert name and address of Contractor)

CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert its writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

(Printed name and title)

Attest:
(Seal):



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CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA Document G706A
(Instructions on reverse side)

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

TO OWNER:
(Name and address)

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:
(Name and address)

CONTRACT DATED:

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Release or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Lien, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR:
(Name and address)

BY: _____
(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public

My Commission Expires:



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G706A—1994

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AFFIDAVIT AND PARTIAL RELEASE OF LIEN

APPLICATION NO.: _____ PERIOD ENDING DATE: _____ APPLICATION DATE: _____

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, for and in consideration of the payment of the sum \$ _____, to be paid to the undersigned, hereby releases, acquits, satisfies and forever discharges, _____, **OWNER**, their successors and assigns from all suits, causes of action, liens, lien rights, claims or demands of any kind whatsoever, to the extent of the payment to date on account of the furnishing of labor, material or services for the improvement of the following described property:

As part of this **PARTIAL RELEASE, THAT UNDERSIGNED HEREBY CERTIFIES** the following:

THAT the contract of the undersigned, as adjusted by all increases and decreases, is in the amount of \$ _____, as of the date of the Partial Release and the undersigned has received \$ _____ as payment on the adjusted contract amount as of the date of this Partial Release.

THAT all supplies of labor, material or services furnished to, or for the benefit of the undersigned for improvement to the subject property have been paid in full. Any and all suppliers of labor, material or services for improvement to the subject property, who have not been paid in full are listed below with the amount owing each, claimed by each and the reason for non-payment: (If none, write "NONE")

<u>CLAIMANT</u>	<u>AMOUNT DUE</u>	<u>AMOUNT CLAIMED</u>	<u>REASON FOR NONPAYMENT</u>
-----------------	-------------------	-----------------------	------------------------------

THAT all taxes imposed by all government agencies have been paid and discharged.

THAT all funds have been collected for FICA and withholding taxes have been properly deposited with appropriate agencies or paid to the government as required by law.

THAT the undersigned has no other claims for money against the OWNER other than those Subcontractors'/Suppliers' amounts remaining due and owing on the adjusted contract balance as reflected above.

THAT the undersigned further certifies that if there is a Guarantee, Warranty or Maintenance Agreement in connection with the labor and material furnished by it, that this payment and PARTIAL RELEASE shall not release the undersigned from any obligations under such Guarantee, Warranty, or Maintenance Agreement.

WITNESS MY HAND THIS _____ day of _____, 20_____

Witness

Name of Company

Witness

Signature, Title

APPLICATION FOR PAYMENT

FINAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that _____

for and consideration of the sum of _____

_____ Dollars (\$ _____)

paid to _____

by Monroe County, Florida receipt of which is hereby acknowledged, do(es) hereby release and quit claim to Monroe County, Florida, the Owner, its successors or assigns, all liens, lien rights, claims or demands of any kind whatsoever which _____

has (have) or might have against the property, building, and/or improvements, on account of labor performed, material furnished, and/or for any incidental expense for the construction of:

thereon or in otherwise improving said property situated as above described.

IN WITNESS WHEREOF THIS _____ day of _____, 20_____

Witness

Name of Company

Witness

Signature, Title

Notary Public

My commission expires: _____

MONROE COUNTY

APPLICATION FOR PAYMENT

ATTENTION EVENT/PROJECT COORDINATOR

IF YOU HAVE NOT DONE SO PREVIOUSLY:

**PLEASE FILL OUT COMPLETELY AND SIGN THE FOLLOWING
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND
CERTIFICATION
(W-9) FORM**

**PLEASE HAVE ANY SUPPLIERS (VENDORS) WHICH WILL BE PAID
DIRECTLY BY THE TDC COMPLETE THIS FORM**

**PLEASE INCLUDE THE COMPLETED FORM(S)
WITH YOUR SUBMISSION FOR DIRECT PAYMENT/REIMBURSEMENT**

**PLEASE RECORD FEDERAL
IDENTIFICATION NUMBER (FID) OR SOCIAL
SECURITY NUMBER ON ALL
REIMBURSEMENT COVER SHEETS WHEN
REQUESTING PAYMENT OR
REIMBURSEMENT**

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do NOT
 send to the IRS.**

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.) _____

Business name (Sole proprietors see instructions on page 2.) _____

Please check appropriate box: Individual/Sole proprietor Corporation Partnership Other ▶ _____

Address (number, street, and apt. or suite no.) _____

City, state, and ZIP code _____

Requester's name and address (optional) _____

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How To Get a TIN** below.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number								
OR								
Employer identification number								

List account number(s) here (optional) _____

Part II For Payees Exempt From Backup Withholding (See Part II instructions on page 2)

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see **Part III instructions** on page 2.)

Sign Here Signature ▶ _____ Date ▶ _____

Section references are to the Internal Revenue Code.

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1983 only), or

- You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply, get **Form SS-5**, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or **Form SS-4**, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

Monroe County Board of County Commissioners
Finance Department
 c/o Monroe County Tourist Development Council
 P.O. Box 866
 Key West, Florida 33041
REIMBURSEMENT REQUEST COVER SHEET

The following is a summary of the expenses for Sombrero Beach Playground Upgrade
 Project/Segment as described in Exhibit A
 #119 79040 530340 TB09669X 530340

<u>Check #</u>	<u>Payee</u>	<u>Reason</u>	<u>Amount</u>
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____

(A) Total	\$ _____
(B) Total prior payments	\$ _____
(C) Total Requested & Paid (A+B)	\$ _____
(D) Total Contract Amount	\$ <u>25,000.00</u>
Balance of Contract (D-C)	\$ _____

I certify that the above checks (copies of cancelled checks attached) have been submitted to the vendors as noted and that the expenses are accurate and in agreement with the records of this organization's scope of services outlined within the contract with the Monroe County Board of County Commissioners and the Tourist Development Council and will not be submitted for reimbursement to any other funding source.

Included in documentation is proof that the grantee has received and applied to the property matching funds equivalent to or greater than the amount invoiced to the County. Application of matching funds requires actual payment of the matching funds.

Cancelled checks, when required, must include a copy of the bank statement showing that the check has cleared and a copy of the actual check from statement back-up. All other personal information may be blacked out for privacy.

 Executive Director/ Event-Project Manager Date

 F.I.D. or Social Security Number

Attachments (supporting documents including copies of cancelled checks)

Sworn and subscribed before me this _____ day of _____ year of _____

 Notary Public

Notary Stamp

The above mentioned segment(s) has been inspected by the Monroe County Engineering Department

 Authorized signature

 Date

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Finance Department
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