



Islamorada, Village of Islands

REGULAR VILLAGE COUNCIL MEETING

February 9, 2023 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

The Village Council has resumed the in-person regular meeting format. Virtual participation is still available to the public. Please see the last page of the agenda for participation details

AGENDA

- I. CALL TO ORDER / ROLL CALL**
- II. PLEDGE OF ALLEGIANCE**
- III. AGENDA: Requests for Deletion / Emergency Additions**
- IV. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS**
 - A.** South Atlantic Fishing Environmentalists, Artificial Reefs, Jon Reynolds
- V. PUBLIC COMMENT**

(This is general public comment. It provides an opportunity for the public to speak about matters not scheduled elsewhere on the agenda. The mayor opens public comment on agenda items throughout the meeting.)
- VI. CITIZENS' ADVISORY COMMITTEE REPORTS**
 - A.** Parks and Recreation Citizens Advisory Committee Update from Carolyn Wightman
- VII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS**
 - A.** Request for Attorney-Client Shade Session Pursuant to Florida Statute § 286.011(8)(a) for the Matter of Mary L. Barley, et al. v. Village of Islamorada, Monroe County Circuit Court Case No. 23-CA-000034-P.
 - B.** Woods Avenue Affordable Housing Project
 - C.** Ending of Solid Waste Removal Contract
 - D.** Special Call Local Planning Agency Meeting
- VIII. CONSENT AGENDA**

(All items on the Consent Agenda are considered routine by the Village Council and will be approved by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which event, the item will be moved to the Main Agenda.)

 - A.** Minutes of January 19, 2023 Regular Village Council Meeting - **TAB 1**
 - B.** Resolution Approving Work Authorization No. 11 with WSP USA Environment & Infrastructure, Inc. for Lower Matecumbe Canals

Restoration Culvert Project Permitting - **TAB 2** (Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 11 WITH WSP USA ENVIRONMENT & INFRASTRUCTURE, INC. FOR PROFESSIONAL SERVICES FOR LOWER MATECUMBE CANALS RESTORATION CULVERT PROJECT PERMITTING PHASE; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

- C. Resolution Approving an Agreement with Lori Lehr, Inc for Watershed Management Plan - **TAB 3** (Megan Rumbaugh, Floodplain/CRS Coordinator, Sheila Denoncourt, Chief Building Official, Ted Yates, Village Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AN AGREEMENT OF THE RFP 22-15 EVALUATION COMMITTEE WITH LORI LEHR, INC TO CREATE A WATERSHED MANAGEMENT PLAN THAT WILL CHARACTERIZE EXPOSURE AND RISK, BUILD DATASETS, AND IMPROVE PARTICIPATION IN FEMA'S CRS PROGRAM; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

- D. Resolution Approving Engagement of GSG for FY 23-24 Assessment Consultant Services - **TAB 4** (Maria Bassett, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE LETTERS OF AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF ISLANDS, AND GOVERNMENT SERVICES GROUP, INC., FOR SPECIALIZED PROFESSIONAL SERVICES RELATED TO THE MAINTENANCE OF NON-AD VALOREM ASSESSMENT PROGRAMS FOR WASTEWATER, STORMWATER AND SOLID WASTE COLLECTION SERVICES FOR FISCAL YEAR 2023-2024; APPROVING THE WAIVER OF COMPETITIVE BIDDING; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

- E. Resolution Urging Siting of a Second FKAA Reverse Osmosis Plant in or Near Marathon - **TAB 5** (Joseph B. Pinder III, Mayor)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, EXPRESSING THE COUNCIL'S SUPPORT THE EFFORTS OF THE FLORIDA KEYS AQUEDUCT

AUTHORITY TO SITUATE A REVERSE OSMOSIS PLANT IN OR NEAR MARATHON, FLORIDA IN THE MIDDLE KEYS; PROVIDING FOR AN EFFECTIVE DATE.

- F. Agreement with Florida Keys Aqueduct Authority - **TAB 6** (Terry Abel, Fire Chief)

REQUEST FOR APPROVAL OF THE RESOLUTION TO ENTER INTO THE AGREEMENT WITH THE FLORIDA KEYS AQUEDUCT AUTHORITY FOR INSTALLATION AND MAINTENANCE OF FIRE HYDRANTS

IX. ORDINANCES

- A. Second Reading: Comprehensive Plan Amendments - Goal 1-2; Policy 1-3.1.1; and Policy 9-1.3.1 - **TAB 7** (Daniel J. Gulizio, Director of Development Services)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING GOAL 1-2: "DIRECT GROWTH ACCORDING TO THE FUTURE LAND USE MAP SERIES" OF THE COMPREHENSIVE PLAN BY UPDATING THE FUTURE LAND USE ELEMENT; AMENDING POLICY 1-3.1.1: "ESTABLISH A BUILDING PERMIT ALLOCATION SYSTEM (BPAS)" OF THE COMPREHENSIVE PLAN BY UPDATING THE FUTURE LAND USE ELEMENT; AMENDING POLICY 9-1.3.1: "UPDATE AND ADOPT A FIVE YEAR SCHEDULE OF CAPITAL IMPROVEMENTS ANNUALLY" OF THE COMPREHENSIVE PLAN BY UPDATING THE CAPITAL IMPROVEMENTS PROGRAM

- B. Second Reading: Comprehensive Plan Amendment - Policy 1-2.4.7 "Limit Transient Rental Use Of Residential Properties" - **TAB 8** (Daniel J. Gulizio, Director of Development Services)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING POLICY 1-2.4.7 "LIMIT TRANSIENT RENTAL USE OF RESIDENTIAL PROPERTIES" OF THE VILLAGE COMPREHENSIVE PLAN TO REVISE VALUATION CRITERIA FOR TRANSIENT RENTALS

- C. Second Reading: Land Development Regulation Amendment - Valuation Criteria For Vacation Rental Registration - **TAB 9** (Daniel J. Gulizio, Director of Development Services)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 30 "LAND DEVELOPMENT REGULATIONS," ARTICLE VI "SPECIFIC USE RESTRICTIONS," DIVISION 6 "VACATION RENTALS," SECTION 30-1295(B)(2) OF THE VILLAGE CODE TO REVISE VALUATION CRITERIA FOR VACATION RENTAL REGISTRATION

- D. First Reading: Update ARTICLE VII "TOWING", SECTION 50-100 of The Village Code Relating to Regulations for Wrecker Operations - **TAB 10** (Ted Yates, Village Manager)

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 50 "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES," ARTICLE VII "TOWING," SECTION 50-100 OF THE VILLAGE CODE RELATING TO REGULATIONS FOR WRECKER OPERATIONS WITHIN THE VILLAGE; SPECIFICALLY AMENDING SECTION 50-100 ENTITLED "REGULATION OF WRECKER OPERATORS WHO PROVIDE TOWING AND STORAGE SERVICES" BY REVISING SPECIFIC TOWING FEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

X. RESOLUTIONS

- A.** Resolution of Support for Full Funding and Completion of Everglades Restoration Projects - **TAB 11** (Elizabeth Jolin, Council Member)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, IN SUPPORT OF FULL FUNDING FOR AND COMPLETION OF EVERGLADES RESTORATION PROJECTS; URGING MAXIMUM FUNDING FOR EVERGLADES RESTORATION IN THE 2024 FISCAL YEAR FEDERAL BUDGET; URGING STATE LEGISLATURE TO SUPPORT MAXIMUM FUNDING FOR EVERGLADES RESTORATION; PROVIDING FOR TRANSMITTAL AND PROVIDING FOR AN EFFECTIVE DATE
- B.** Resolution Requesting That the Monroe County Land Authority Prioritize Purchase of the Attached List of Properties within the Village for the Purposes of Habitat Protection and Conservation, As Well As Density Reduction Which Reduces the Potential for Other Issues within the Village and Resell the Properties to the State of Florida, Florida Forever Program - **TAB 12** (Peter Frezza, Environmental Resources Manager)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, REQUESTING THAT THE MONROE COUNTY LAND AUTHORITY PRIORITIZE PURCHASE OF THE ATTACHED LIST OF PROPERTIES WITHIN THE VILLAGE FOR THE PURPOSES OF HABITAT PROTECTION AND CONSERVATION, AS WELL AS DENSITY REDUCTION WHICH REDUCES THE POTENTIAL FOR OTHER ISSUES WITHIN THE VILLAGE AND RESELL THE PROPERTIES TO THE STATE OF FLORIDA, FLORIDA FOREVER PROGRAM; PROVIDING FOR TRANSMITTAL OF THIS RESOLUTION TO THE LAND AUTHORITY; AND PROVIDING FOR AN EFFECTIVE DATE
- C.** Resolution Approving Agreement for Flood Proofing and Emergency Electrical Back-Up for Pump Stations - **TAB 13** (A.J. Engelmeier, Public Works Director)
A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AN AGREEMENT WITH ZABATT POWER SYSTEMS TO PROVIDE STRUCTURE FLOOD PROOFING AND EMERGENCY ELECTRICAL BACK-UP POWER CONNECTIONS FOR SIX WASTEWATER VACUUM PUMP STATIONS, AND PURCHASE OF THREE TRAILER MOUNTED DIESEL GENERATORS; AUTHORIZING THE VILLAGE MANAGER

TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

- D. Resolution on Charitable Contribution Policy for Council - **TAB 14** (Ted Yates, Village Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, REGARDING POLICIES AND PROCEDURES FOR THE FUNDING OF NON-PROFIT ORGANIZATIONS AND GOVERNMENTAL ENTITIES; PROVIDING FOR A FORM OF APPLICATION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE

- E. Resolution for Purchase of 2024 Freightliner - **TAB 15** (Terry Abel, Fire Chief)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, PIGGYBACKING THE FLORIDA SHERIFF'S ASSOCIATION/FLORIDA ASSOCIATION OF COUNTIES & FLORIDA FIRE CHIEFS' ASSOCIATION AUTOMOTIVE CONTRACT NO. FSA20-VEF14.01 AMBULANCE & OTHER EQUIPMENT AND APPROVING THE PURCHASE OF A 2024 FREIGHTLINER M2 CUSTOM AEV TYPE I AMBULANCE FROM EMERGENCY TACTICAL RESCUE VEHICLES FOR THE VILLAGE FIRE RESCUE DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE NECESSARY DOCUMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

XI. ADJOURNMENT

Options for Viewing the Village Council Meeting:

The public is encouraged to watch the meeting on Monroe County's MCTV Comcast Channel 77. Alternatively, the public may view the meeting streamed live on the Village website from their personal computer, tablet or phone via the following link:

https://www.islamorada.fl.us/departments/communications/live_village_broadcast_meeting.php

Option 1: Email your comments.

1. Public comment should be submitted via email to: public.comment@islamorada.fl.us
2. The email should contain "Public Comment" in the subject line.
3. The name and address of the submitter shall be included in the email.
4. Public comment should be submitted by 9 a.m. the day before the meeting. Public comment will be sent to the Village Councilmembers for consideration prior to the meeting. Public comments will not be read during the meeting.

Option 2: Call in During the Meeting.

1. If phoning in, dial 301-715-8592 and enter the webinar ID: **911 0656 4166** followed by #. When the Mayor opens public comment pertaining to the agenda item you are interested in dial *9 to be recognized by the Zoom meeting monitor. The Monitor will call you by the last four digits of your phone number. **Please be sure to unmute your phone when you are called upon.**

2. If watching online via Zoom: Open the Zoom webinar link <https://zoom.us/j/91106564166> and follow the prompts to join the webinar. When the Mayor opens public comment use the “raise your hand” feature to be recognized by the meeting monitor. Public comments will be heard in the order in which they are received.

ADA Assistance:

These meetings are open to the public. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the ADA Coordinator at (305) 664-6448 or by email at ADA@islamorada.fl.us at least 48 hours before the scheduled meeting



Council Communication

To: Mayor and Village Council
From:
Date: February 9, 2023
SUBJECT: South Atlantic Fishing Environmentalists, Artificial Reefs, Jon Reynolds

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From:
Date: February 9, 2023
SUBJECT: Request for Attorney-Client Shade Session Pursuant to Florida Statute § 286.011(8)(a) for the Matter of Mary L. Barley, et al. v. Village of Islamorada, Monroe County Circuit Court Case No. 23-CA-000034-P.

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From:
Date: February 9, 2023
SUBJECT: **Woods Avenue Affordable Housing Project**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From:
Date: February 9, 2023
SUBJECT: Ending of Solid Waste Removal Contract

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From:
Date: February 9, 2023
SUBJECT: Special Call Local Planning Agency Meeting

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None



Council Communication

To: Mayor and Village Council
From: Marne McGrath, Village Clerk
Date: February 9, 2023
SUBJECT: Minutes of January 19, 2023 Regular Village Council Meeting - TAB 1

Background:

Minutes of the January 19, 2023 Regular Village Council Meeting are presented for Council's review and approval.

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Approve the meeting minutes of January 19, 2023.

Attachments:

1. RVCM January 19, 2023
2. 01-19-23 Mark Gregg Abstention



Islamorada, Village of Islands **REGULAR VILLAGE COUNCIL MEETING**

January 19, 2023 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

MINUTES

I. CALL TO ORDER / ROLL CALL

PRESENT: Council Member Mark Gregg, Council Member Elizabeth Jolin, Council Member Henry Rosenthal, Vice Mayor Sharon Mahoney, Mayor Joseph B. Pinder III

ABSENT: None

II. PLEDGE OF ALLEGIANCE

Environmental Resources Manager Peter Frezza led the Pledge of Allegiance. Mayor Joseph B. Pinder III blew the conch shell to start the meeting and led the audience in prayer.

III. AGENDA: Requests for Deletion / Emergency Additions

Vice Mayor Sharon Mahoney requested the February 9 meeting be moved to week before or after. (clerk's note: the request was later rescinded)

Council Member Henry Rosenthal requested updates on the Fills and bus stops. Mayor Joseph B. Pinder III noted that Tabs 7 - 14, which were Items VIII B through I removed from the agenda and that the Special Call Village Council Meeting scheduled for January 24, 2023 was postponed.

IV. PUBLIC COMMENT

Mayor Joseph B. Pinder III opened public comment at 5:36 p.m.

Speakers included Van Cadenhead, Dave Boerner, Joe Wischmeier, Ken Schreiber, and Angel Borden.

There being no one else wishing to speak, Mayor Pinder closed public comment.

V. MAYOR / COUNCIL COMMUNICATIONS

- A.** Discussion Regarding Committees & Selection Process
Vice Mayor Sharon Mahoney initiated the discussion regarding potential changes to the appointment process and appointment of Council liaisons to Committees.
- B.** Discussion Regarding Island Silver & Spice Concept Proposals
Council Member Elizabeth Jolin initiated the discussion and noted her interest in creating processes for future planning requests. Village Manager Ted Yates stated he would have staff work on a timeline to manage expectations.
- C.** Discussion Regarding Crooked Palm Supplemental Parking Agreement
Council Member Elizabeth Jolin requested clarification from staff regarding the supplemental parking agreement for Crooked Palm, which was approved at the December 6, 2022 Council meeting.
- D.** Discussion Regarding Building Permit Exemptions
Council Member Mark Gregg asked the permit fee exemption be adjusted due to increased building costs over the past five or so years.
- E.** Discussion Regarding Avacado/DeLeon Intersection
Vice Mayor Sharon Mahoney asked for a status update on the dispute concerning the intersection of Avacado and DeLeon Streets. Council Member Elizabeth Jolin expressed her reticence about discussing the item without the resident's knowledge that the discussion would be on the agenda.

VI. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

- A.** Charitable Contribution Policy
Village Manager Ted Yates initiated discussion pertaining to the Fills, bus shelters, and migrant vessels before moving to the Charitable Contribution Policy. He went over the proposed policy guidelines, noting he would be creating an agenda item for Council's consideration.

Acting Village Attorney John Quick reported that the Florida Supreme Court denied the appeal on the 300 allocations and noted the next steps are to remand the matter to the department of administrative hearings for further hearings based on the appellate order.

VII. CONSENT AGENDA

Village Manager Ted Yates provided an overview of the Consent Agenda Items.

Mayor Joseph B. Pinder III opened public comment at 7:24 pm

Speakers included Van Cadenhead, Chris Trentine, and Roland Moore.

There being no one else wishing to speak, Mayor Pinder closed public comment.

ACTION: Motion to approve item VII. by Mark Gregg second by Henry Rosenthal;

Motion passed with a 5:0

AYES: Mark Gregg, Elizabeth Jolin, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III

NAYS: None

ABSTAIN: None

- A. Minutes of December 6, 2022 Regular Village Council Meeting
- B. Resolution Renewing an Agreement with Res Florida Consulting, LLC, For Continued Water Quality And Benthic Vegetation Monitoring in Village Canals

(Peter Frezza, Environmental Resources Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A RENEWAL OF THE AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF ISLANDS AND RES FLORIDA CONSULTING, LLC FOR WATER QUALITY AND BENTHIC VEGETATION MONITORING IN VILLAGE CANALS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE RENEWAL; AND PROVIDING FOR AN EFFECTIVE DATE.

- C. Floodplain Management Plan Annual Progress Report – 2022

VIII. ORDINANCES

- A. Proposed Amendments to Chapter 30 Land Development Regulations, Article II Building Code, Article III Floodplain Management Standard

(Megan Rumbaugh, Floodplain/CRS Coordinator, Sheila Denoncourt, Chief Building Official, Ted Yates, Village Manager)

AN ORDINANCE BY THE VILLAGE COUNCIL AMENDING THE ISLAMORADA, VILLAGE OF ISLANDS CODE OF ORDINANCES TO AMEND CODE OF ORDINANCE CHAPTER 6, ARTICLE II, BUILDING CODE, TO ADD NEW DIVISION 3 TO ADOPT ADMINISTRATIVE AMENDMENTS TO THE FLORIDA BUILDING CODE AND TO ADD NEW DIVISION 4 TO ADOPT TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE; TO REPEAL CHAPTER 6, ARTICLE III, FLOODPLAIN MANAGEMENT STANDARDS; TO ADOPT A NEW ARTICLE III; TO ADOPT FLOOD HAZARD MAPS, TO DESIGNATE A FLOODPLAIN ADMINISTRATOR, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS; AND FOR OTHER PURPOSES; PROVIDING FOR APPLICABILITY; SEVERABILITY; AND AN EFFECTIVE DATE.

Floodplain CRS Coordinator Megan Rumbaugh noted the State agreed to the conditions requested by council for lower-level storage. Several scrivener errors were asked to be corrected.

Mayor Joseph B. Pinder III opened public comment at 7:35 pm

Deb Gillis spoke.

ACTION: Motion to approve item VIII.A. by Elizabeth Jolin second by Mark Gregg;
Motion passed with a 5:0

AYES: Mark Gregg, Henry Rosenthal, Joseph B. Pinder III, Elizabeth Jolin, Sharon Mahoney

NAYS: None

ABSTAIN: None

IX. RESOLUTIONS

A. Resolution Approving Agreement for Wastewater SCADA Improvement Project

(A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING STAR CONTROLS, INC. FOR THE WASTEWATER SCADA IMPROVEMENT PROJECT AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

Mayor Joseph B. Pinder III opened public comment at 7:44 pm

Speakers included Sue Miller and Deb Gillis.

There being no one else wishing to speak, Mayor Pinder closed public comment.

ACTION: Motion to approve item IX.A. by Sharon Mahoney second by Henry Rosenthal;
Motion passed with a 5:0

AYES: Mark Gregg, Henry Rosenthal, Joseph B. Pinder III, Elizabeth Jolin, Sharon Mahoney

NAYS: None

ABSTAIN: None

B. Approval of the Residential Building Permit Allocation System ("BPAS") Ranking and Awards for Quarter 4 of 2022

(Daniel J. Gulizio, Director of Development Services)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING RESIDENTIAL BUILDING PERMIT ALLOCATION SYSTEM ("BPAS") RANKINGS AND AWARDING RESIDENTIAL BUILDING PERMIT ALLOCATIONS FOR QUARTER 4 OF 2022; AND PROVIDING AN EFFECTIVE DATE

Council Member Mark Gregg abstained due to a voting conflict.

Mayor Joseph B. Pinder III opened public comment at 8:19 pm

Speakers included Deb Gillis, Angel Borden, Richard Black, and Augie Moss.

There being no one else wishing to speak, Mayor Pinder closed public comment.

ACTION: Motion to approve item IX.B. by Elizabeth Jolin second by Sharon Mahoney;
Motion passed with a 4:0
AYES: Elizabeth Jolin, Henry Rosenthal, Sharon Mahoney, Joseph B. Pinder III
NAYS: None
ABSTAIN: Mark Gregg

C. Approval of the Residential Building Permit Allocation System (“BPAS”) Ranking and Awards for Quarter 4 of 2022 for Affordable Housing

(Daniel J. Gulizio, Director of Development Services)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING RESIDENTIAL BUILDING PERMIT ALLOCATION SYSTEM RANKINGS AND AWARDING AFFORDABLE RESIDENTIAL BUILDING PERMIT ALLOCATIONS FOR QUARTER 4 OF 2022; AND PROVIDING FOR AN EFFECTIVE DATE

Mayor Joseph B. Pinder III opened public comment at 8:27 p.m.
There was no one wishing to speak.

ACTION: Motion to approve item IX.C. by Elizabeth Jolin second by Sharon Mahoney;
Motion passed with a 5:0
AYES: Mark Gregg, Henry Rosenthal, Joseph B. Pinder III, Elizabeth Jolin, Sharon Mahoney
NAYS: None
ABSTAIN: None

X. ADJOURNMENT

There being no further business the meeting was adjourned at 8:29 p.m.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Gregg Mark H		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Village Council, Islamorada, Village of Islands	
MAILING ADDRESS 189 East Ridge Road		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY Islamorada	COUNTY Monroe	☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED January 19, 2023		NAME OF POLITICAL SUBDIVISION: Islamorada, Village Council	
		MY POSITION IS: ☒ ELECTIVE ☐ APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; and

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Mark H. Gregg, hereby disclose that on January 19, 2022, 20 23 :

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, Jocelyn and Brian Tiedemann ;
- ☐ inured to the special gain or loss of my relative, _____ ;
- ☐ inured to the special gain or loss of _____, by whom I am retained; or
- ☐ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Tab 16 shown on the agenda of the January 19, 2023 Islamorada Village Council Meeting proposes building permit allocations for the Islamorada BPAS program. I have an application in the BPAS program as well as my relatives Jocelyn and Brian Tiedemann.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

January 19, 2023

Date Filed


Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: February 9, 2023
SUBJECT: **Resolution Approving Work Authorization No. 11 with WSP USA Environment & Infrastructure, Inc. for Lower Matecumbe Canals Restoration Culvert Project Permitting - TAB 2**

Background:

In 2014, Islamorada, Village of Islands (the "Village") along with Monroe County completed a canal restoration demonstration program (the "Demonstration Program") to evaluate the effectiveness and feasibility of implementing select canal restoration technologies for improving water quality. The technologies were as follows: backfilling, culvert installation, weed gates and air curtains, organic removal, and aeration. Upon installation of these technologies, Florida International University ("FIU") was contracted to develop a water quality monitoring program that compared water quality data from demonstration canals with similar canals that were not included in the restoration program. Based on data collected during the monitoring period, FIU made the following conclusions about the culvert technology: This technology effectively increased oxygenation by improving circulation and exchange. This is in alignment with the purpose of culverts which is primarily to stimulate the exchange with cleaner near shore waters.

Using these results from the Demonstration Program along with water quality data from the Canal Management Master Plan and the Village's updated canal water quality ranking evaluation, the Village is moving forward with evaluating and implementing culvert connections at strategic locations on Lower Matecumbe Key for Canals 150, 151, 152, and 155. The project will also include the evaluation of adding a culvert connection under US1 from Canal 155 to 157 to provide increased flushing within the canal systems. Village staff have preliminarily reviewed the locations and determined that all roads needed to be crossed are Village-owned and therefore operation and maintenance will be accessible from the right-of-way for the culverts.

Analysis:

Effective August 14, 2020, the Village and WSP USA Environment & Infrastructure, Inc. ("WSP"), formerly "Wood", entered into a Non-Exclusive Continuing Services Agreement ("CSA") for professional architectural and engineering support services. During initial consultation with WSP, it was determined that the culvert project would be accomplished through a phased approach. In September 2021, WSP completed the first phase of the culvert project which was a feasibility evaluation and initial community outreach for a cost not-to-exceed \$5,688.20. This phase was approved under the authority of the Village Manager. In April 2022, under Work Authorization #2 to the CSA approved by the Village Council through adoption of Resolution No. 21-11-115, WSP completed the second phase of the project which

was the 'Data Collection & Processing' for a cost of \$58,927.00. In January 2023, WSP completed the third phase of the project which was the 'Design' for a cost of \$48,954.00. The third phase of the project was performed under Work Authorization #6 to the CSA approved by the Village Council through adoption of Resolution No. 22-06-46. Completion of the necessary permitting is the fourth phase of this project. Completion of this phase would result in the permits necessary to move into construction of the project. The time frame for completion of this phase (Task 4), as indicated within the project schedule in Exhibit 1, is estimated by WSP to be nine months.

Exhibit "A" to the attached Resolution is proposed Work Authorization No. 11 between the Village and WSP for Engineering, Environmental Permitting and Support Services for the Lower Matecumbe canal culvert project at a cost not to exceed \$10,284.00. Work Authorization No. 11 would become effective upon full execution and run through December 31, 2025. Under this Authorization, outlined in the Scope of Services within Exhibit "1", WSP will incorporate comments received during the pre-application meetings to complete and submit local, state, and federal permit applications as required, using the final design plans, and also continue the community outreach. A map of the proposed culvert locations is included within Exhibit 1.

Budget Impact:

Expenditures for this project have been accounted for in the Repair & Maintenance account of the Public Works Department in the General Fund. The total Public Works Repair and Maintenance budget for FY 22-23 is \$340,000.00. The Village included \$50,000.00 for this canal restoration project in the FY 2022-2023 budget within this account.

Staff Impact:

The Village's Environmental Resources Manager would manage the agreement with WSP and along with Public Works staff would continue to assist WSP with any environmental or engineering questions or issues that arise. The Village's Finance department would track the expenditures.

Recommendation:

Staff recommends that the Village Council pass and adopt the proposed resolution, thereby authorizing Work Authorization No. 11 with WSP.

- Attachments:**
1. Reso_WA#11_WSP-Culverts_020923
 2. Ex A_WA#11_WSP-Culverts_permitting_020923
 3. Ex. 1_Scope of Services_WSP

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 11 WITH WSP USA ENVIRONMENT & INFRASTRUCTURE, INC. FOR PROFESSIONAL SERVICES FOR LOWER MATECUMBE CANALS RESTORATION CULVERT PROJECT PERMITTING PHASE; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village"), has initiated a canal restoration project on Lower Matecumbe Key involving the implementation of culvert connections at strategic locations to improve canal and nearshore water quality; and

WHEREAS, this project is part of the Village's ongoing effort to make water quality improvements within canals and nearshore waters as outlined in the Village's Canal Management Master Plan; and

WHEREAS, the Village is in need of an independent contractor to provide the necessary engineering services to complete the data collection, design, permitting and mitigation requirements needed to move the project to eventual construction; and

WHEREAS, the Village has a current Continuing Services Agreement ("CSA") with WSP USA Environment & Infrastructure, Inc. ("WSP") for professional engineering and architectural support services; and

WHEREAS, WSP has completed feasibility, data collection, and design phases of the project for the Village and WSP has proposed to complete the permitting with this fourth project phase, as set forth in Exhibit "1" attached hereto; and

WHEREAS, WSP is willing to perform these services as outlined in the Scope of Services within Exhibit "1" in an amount not to exceed Ten Thousand Two Hundred Eighty-four Dollars (\$10,284.00); and

WHEREAS, Village staff have identified the General Fund, Public Works department as an appropriate funding source for this project; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), has determined that approval of the work authorization with WSP is in the best interest of the Village and its residents.

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

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

Section 2. Approval of Work Authorization. The Village Council hereby approves Work Authorization No. 11 with WSP for completion of the Permitting phase of the Lower Matecumbe Canals Restoration Culvert Project, as set forth in Exhibit "A" attached hereto.

Section 3. Authorization of Village Officials. The Village Manager and/or designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Work Authorization.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Work Authorization.

Section 5. **Effective Date.** This Resolution shall take effect immediately upon adoption.

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

WSP USA ENVIRONMENT & INFRASTRUCTURE, INC.

For

Work Authorization No. 11

Engineering, Environmental, and Support Services

This Project Agreement between ISLAMORADA, VILLAGE OF ISLANDS (hereinafter referred to as "VILLAGE") and WSP USA ENVIRONMENT & INFRASTRUCTURE, INC. (hereinafter referred to as "CONSULTANT"), hereby authorizes the CONSULTANT to provide the services as set forth below:

WHEREAS, the VILLAGE and CONSULTANT have entered into a continuing services agreement dated August 14, 2020, pursuant to RFQ #20-03, (the "Continuing Contract") and CONSULTANT has been approved to provide the services contemplated herein; and

WHEREAS, the VILLAGE and CONSULTANT desire to enter into this Work Authorization for the CONSULTANT to provide support services to complete local, state, and federal permitting processes for the Lower Matecumbe Canals Culvert Project, and also continue the community outreach as more further described in Exhibit "1" attached hereto (the "Project"), in accordance with the terms and conditions of this Work Authorization.

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide engineering services to the VILLAGE for the Project as described in the "Project Description" attached as Exhibit "1" to complete the Permitting Phase of the Lower Matecumbe Canals Culvert Restoration Project.

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "1."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Contract, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the VILLAGE the following Deliverables:

- *Completion of pre-permitting application meetings;*
- *Completion and submittal of SFWMD, USACE, FKNMS, VILLAGE permit applications;*
- *Responses to requests for additional information from permitting agencies;*
- Coordination of appropriate mitigation if required.

Unless otherwise stated, the CONSULTANT will provide draft and site plans, and other materials prepared for the PROJECT in both paper and electronic formats as appropriate, excluding material that is available only as photocopy to the VILLAGE. The VILLAGE shall be provided copies of all correspondence from CONSULTANT to any public or private entity or individual and all correspondence received by the CONSULTANT for the PROJECT.

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGES

3.1 Term. This Project Agreement shall commence on the date this Agreement is fully executed by all parties and shall continue in full force and effect through, **December 31, 2025**, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed (30) days. No further extensions of this Agreement shall be effective unless authorized by the Village Council.

3.2 Commencement. The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notice to Proceed ("Commencement Date") provided to the CONSULTANT from the Village Manager. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notice to Proceed of Commencement.

3.3 Contract Time. Upon receipt of the Notice to Proceed, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as Exhibit "1." The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum Compensation. VILLAGE agrees to pay CONSULTANT an amount not to exceed Ten Thousand Two Hundred Eighty-four Dollars **(\$10,284.00)** as compensation for performance of all services related to the Project. It is understood that the method of compensation is that of lump sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said lump sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 Reimbursables. It is acknowledged and agreed to by CONSULTANT that the lump sum amount set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of VILLAGE'S obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT'S obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices.

5.1.1 Lump Sum Compensation. CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis and in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit "1", attached hereto and made a part of this Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

5.1.2 Disputed Invoices. In the event all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the Village Manager shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within five (5) working days of the date of the VILLAGE'S notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice.

5.2 Suspension of Payment. In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in

the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE'S reasonable satisfaction.

5.3 Retainage. The VILLAGE reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the CONSULTANT until the project is completed, as applicable. Said retainage may be withheld at the sole discretion of the VILLAGE and as security for the successful and timely completion of the CONSULTANT'S duties and responsibilities under this Project Agreement.

5.4 Final Payment. Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its Subconsultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents and computer files requested by the VILLAGE evidencing payment to any and all subcontractors, and all final specifications, plans or other documents as dictated in the Scope of Services and Deliverables. Acceptance of final payment shall constitute a waiver of all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Agreement may be terminated by either party upon three (3) calendar days written notice to the other for breach of any material term or condition of this Agreement. In the event that CONSULTANT abandons this Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provisions of Section 6.2 shall apply.

6.2 For Convenience. This Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days written notice to the CONSULTANT. In the event of such a termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make payment of profit to the CONSULTANT for services which have not been performed.

6.3 Assignment Upon Termination. Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, all work product in its possession,

including but not limited to, designs, specifications, drawings, studies, reports and all other documents and digital data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 Suspension for Convenience. The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to five (5) calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided herein, through no fault of the CONSULTANT, the VILLAGE shall pay the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable costs, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

<u>NAME</u>	<u>FUNCTION</u>
<u>Greg Corning, P.E.</u>	<u>Sr. Project Manager</u>
<u>Stephen Hanks, P.E.</u>	<u>Senior Engineer</u>
<u>Josh Ptomey, Beau Daigneault</u>	<u>Field Coordination</u>
<u>Dustin Atwater</u>	<u>GIS Professional</u>
<u>Soraya Gomez, Maggie Kanakis</u>	<u>Administration</u>
<u> </u>	<u> </u>

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the VILLAGE reserves the right to reject any proposed substitution for any of the above-named individuals, and the VILLAGE shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING CONTRACT

All terms and conditions of the Continuing Contract not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 10. MISCELLANEOUS

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

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this Project Agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Project Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PROJECT AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.

10.2 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Project 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 CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Project Agreement. For the breach or violation of this

provision, the VILLAGE shall have the right to terminate the Project Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.3 E-Verify. CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Project Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONSULTANT, by and through its President, duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____
Ted Yates, Village Manager

The ____ day of _____, 20__.

AUTHENTICATION:

Marne McGrath, Village Clerk

(SEAL)

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

John J. Quick, Interim Village Attorney

CONSULTANT

WSP USA ENVIRONMENT & INFRASTRUCTURE,
INC.

By: _____

Print Name: _____

Title: _____

The ____ day of _____, 20__.

AUTHENTICATE:

Secretary

Print Name

(CORPORATE SEAL)

WITNESSES:

Print Name:_____

Print Name:_____

Exhibit 1



Wood Environment & Infrastructure Solutions, Inc.
5845 N.W. 158th Street
Miami Lakes, FL 33014
T: 305-826-5588
www.woodplc.com

February 5, 2021 Revised September 24, 2021

Mr. Peter Frezza
Environmental Resources Manager
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036

Via email: peter.frezza@islamorada.fl.us

RE: Proposal for Professional Engineering Services
Lower Matecumbe Canals 150, 151, 152, and 155 Restoration Culvert Projects
Wood Project: No. 600737.3

Dear Mr. Frezza:

Wood Environment & Infrastructure Solutions, Inc. (Wood) is pleased to provide this proposal for professional services related to the Lower Matecumbe Canal Restoration Projects. This proposal is based upon discussions with Village staff in continuing to meet the deliverables outlined in the Canal Work Program Chapter 28-19 Land Planning Regulations for The Florida Keys Area of Critical State Concern, Islamorada, Village of Islands.

BACKGROUND AND NEED SECTION

Monroe County, Village of Islamorada, and the City of Marathon completed a canal restoration demonstration program back in 2014 to evaluate the effectiveness and feasibility of implementing the selected canal restoration technologies at improving water quality. The technologies were as follows:

- Backfilling;
- Weed gates and air curtains;
- Culvert Installation;



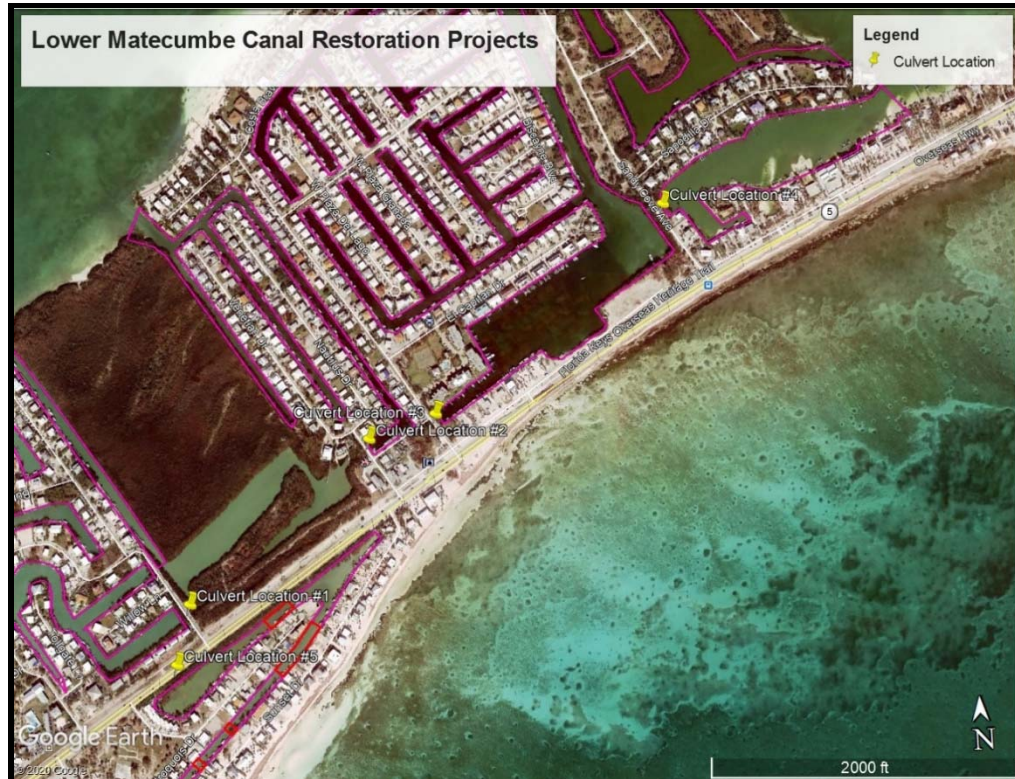
- Organic removal; and
- Aeration.

Upon installation of these technologies, FIU was contracted to develop a water quality monitoring program that compared water quality data from demonstration canals with similar canals that were not included in the restoration program. The objective of the monitoring program was to provide data needed to make unbiased, statistically rigorous statements about the status and temporal trends of water quality parameters in the remediated canals.

Based on data collected during the limited monitoring period, FIU made the following conclusions about the culvert technology:

This technology effectively increased oxygenation by improving circulation and exchange. This is in alignment with the purpose of culverts which are to stimulate the exchange with cleaner near shore waters;

Using these results from the Demonstration Program along with water quality data from the Canal Management Master Plan the Village of Islamorada is moving forward with evaluating and implementing culvert connections at strategic locations in Lower Matecumbe Key at Canals 150, 151, 152, and 155. The project will also include the evaluation of adding a culvert connection under US1 from Canal 155 to 157 to provide increased flushing within the canal systems.



The Village staff have preliminarily reviewed the locations and determined that all roads to be crossed are Village owned and therefore operation and maintenance will be accessible from the right of way for the culverts.

The following services are following the Continuing Services Agreement dated August 14 2020 for Professional Engineering Services, Canal Restoration Projects, and Environmental Permitting and Support Services.

SCOPE OF SERVICES

Task 1: Feasibility Evaluation and Community Outreach Meetings

Wood will request the existing utility locates, right of way boundaries, published wetland data and flood zone from the respective agencies and compile data for discussion with the Village on the proposed culvert locations. Wood will prepare and submit an existing site plan in pdf format to Village for review and approval. The existing site plan will be used in Task 2 to develop the proposed site plans.

Wood will coordinate and provide a presentation for one public community meeting. Wood will prepare an agenda that discusses the selected canal restoration technology for their canal with scope of work and associated potential impacts during construction. The meeting will be held at a location within the community.

Task 2: Data Collection/Processing/Continued Community Outreach

Wood will conduct a bathymetric and topographic survey for the affected canal areas and surrounding structures within the project boundary. The bathymetric surveys will be carried out utilizing a survey-grade GPS unit operating in Real-Time Kinematic (RTK) mode mounted atop an adjustable height rod. This apparatus will be used in a boat to traverse the canal area as best as possible to establish a grid of canal bottom elevations sufficient to develop a digital elevation model. The topographic data will be acquired using traditional survey methodologies for the road, existing utilities, private property, and any other significant structures within the project boundary. Utility locations will be based upon surface evidence observed in the field and information provided through the Florida Sunshine 811 process. Jurisdictional wetland lines and associated water elevations will be determined as required for permitting. Topographic and bathymetric maps will be prepared for the design and permitting of the project. The survey and subsequent work will be relative to the North American Datum of 1983/2011 Adjustment (NAD83/2011) and the North American Vertical Datum of 1988 (NAVD88) based on nearby National Geodetic Survey (NGS) and/or Florida Department of Transportation (FDOT) horizontal and vertical geodetic control monuments. Surveying and mapping services associated with this assignment will conform with the applicable requirements of the Department's Bureau of Survey and Mapping, and applicable sections of Florida Administrative Rule Chapter 5J-17, Standards of Practice, according to Chapter 472, Florida Statutes.



Wood shall conduct a determination of the boundaries of jurisdictional waters of the U.S., including wetlands, on the subject site as required for permitting. Wetlands will be defined using the Routine on - Site Determination method as described in the 1987 United States Army Corps of Engineers (USACE) Corps of Engineers Wetlands Delineation Manual or the Delineation of the Landward Extent of Wetlands and Surface Waters [Florida Department of Environmental Protection (FDEP), Chapter 62.340, F.A.C]. Both protocols use a series of tests to address three characteristics of wetlands, including the presence/absence of hydrophytic vegetation, wetland hydrology, and hydric soils. Before the site visit, Wood will research and assemble available soil surveys, site topographic maps, and National Wetland Inventory maps to preliminarily identify potential waters of the U.S., wetlands, and streams. Wood will then conduct the field visit to characterize the delineated wetlands. Delineation includes on-site determination, marking in the field with a handheld GPS unit (sub-meter accuracy), and flagging of the aerial extent of each wetland (if any). If any wetlands are identified, then a Uniform Mitigation Assessment Method (UMAM) form will be completed. In conjunction with the wetland delineation, a threatened and endangered species survey is required in an Environmental Resource Permit (ERP) for the proposed action. Wood scientists permitted by the Florida Keys National Marine Sanctuary (FKNMS) will conduct an in-water survey of the benthos to identify the presence-sensitive aquatic resources (i.e., seagrasses, corals, or sponges) within the immediate area of the project.

Wood will continue to coordinate with the Village and homeowners within the project area on the project status and will deliver monthly email blasts to these homeowners and address public comments and questions as they arise. Wood will maintain a database of comments and questions received.

Wood will make contact with and continue to coordinate with all of the private property owners that are within the project footprint and that would be directly impacted by the installation of the culverts. Wood will update and maintain the database that was established during Task 1 which documents correspondence with these directly impacted property owners.

Task 3: Design

Wood will prepare preliminary design plans and technical specifications for the project. The preliminary design plans will consist of an existing site plan, proposed site plan, proposed grading plans, erosion and sediment control plans, and construction details. As part of the preliminary design package, Wood will prepare a preliminary hydraulic model using HEC-RAS . The hydraulic model will be developed using available tide data and survey information. The hydraulic model will evaluate existing and proposed conditions to determine the relative increase in tidal exchange that is expected to be achieved by the proposed culvert(s). Modification of the dimensions and invert elevation of the proposed culvert will be completed to determine the optimal configuration.

Wood will utilize existing geotechnical information obtained within the area to make recommendations on bedding and compaction requirements for the project.

Wood will coordinate and hold pre-application permitting meetings with the South Florida Water

Management District (SFWMD), USACE, Village, and FKNMS using the preliminary design plans. Wood will prepare meeting minutes and provide them to the Village.

Wood will update the plans, specifications, and hydraulic model in response to regulatory agency comments. Wood will prepare final design plans, technical specifications, and engineer's construction cost estimate for the project. The final design plans will include an existing site plan, proposed site plan, proposed grading plans, erosion and sediment control plans, cut/fill analysis, and construction details. Wood will prepare a final hydraulic model using HEC-RAS. It is anticipated that no additional field data collection will be required.

Task 4: Permitting

Wood will incorporate comments received during the pre-application meetings to complete and submit local, state, and federal permit applications as required, using the final design plans. Permit applications will be submitted to the following agencies:

- SFWMD;
- USACE;
- FKNMS; and
- Village.

Wood will respond to Requests for Additional Information for each permit application. If impacts to wetlands or benthic resources are identified, Wood will coordinate appropriate mitigation either onsite or through the purchase of mitigation credits.

Task 5: Support in Procurement of a Construction Contractor

Upon completion of the Construction Documents, Wood will assist the Village, who will be procuring the construction of the restoration, with the necessary procurement documents and meetings. Wood will provide the following services to assist Village for the procurement of a contractor for the construction of the restoration:

- Prepare a Request for Proposal Package for Village review which will include the 100% Construction documents completed by Wood.
- Respond to applicable Proposers' Requests for Information (RFI's) and assist in the preparation of Addenda, including revising the Request for Proposal Documents, as required.
- Attend a Pre-Proposal Conference and site walk-through and prepare meeting minutes. Conduct a Responsibility Review of the Apparent Low Bidder in accordance with requirements.
- Attend a Pre-Award Conference, to discuss the Proposer's qualifications and understanding of the Project, if required.

SCHEDULE

We will begin work on this project after receiving the written contract authorization and background data required for us to perform the work. We have prepared a Preliminary Schedule outlining the major tasks of the proposed work.

The anticipated time frame for project execution is nine months with each task to be completed within the number of months indicated below from written Notice-to-Proceed (NTP):

SERVICES	MONTHS
Feasibility Evaluation and Community Outreach Meetings	Two (2) Months
Data Collection	Four (4) Months
Design	Six (6) Months
Permitting	Nine (9) Months
Procurement	Eleven (11) Months

PROPOSED FEE

Fees for the services described above will be charged on a Time and Material Not to Exceed basis. The proposed fee includes the labor and expenses which can reasonably be anticipated to complete the scope of services as proposed and includes travel costs and expendable supplies. The total proposed fee is **\$127,933.50**.

TASK	SERVICES	PROPOSED FEE
Task 1	Community Outreach Meetings and Surveys	\$5,688.20
Task 2	Data Collection / Processing/ Continued Community Outreach	\$58,927.30
Task 3	Design	\$48,954.00
Task 4	Permitting	\$10,284.00
Task 5	Support in Procurement of a Construction Contractor	\$4,140.00
Total		\$127,993.50

This proposal is good for 60 days or contract end date whichever is sooner. The terms and conditions of the Non-Exclusive Continuing Services Agreement between Islamorada, Village of Islands, and Wood Environment & Infrastructure Solutions, Inc. (Wood), dated September 14, 2018, are incorporated by reference.

The Village will provide Wood with individual NTPs for each of the Tasks. Wood will not proceed with each Task until receipt of the NTP from the Village.

COVID-19

Notwithstanding anything mentioned in this proposal, the attached documents or any terms or

conditions applicable to Wood's work, if Wood's work is delayed, disrupted, suspended, or otherwise impacted as a direct or indirect result of COVID-19 (coronavirus), including, but not limited to, by (1) disruptions to material and/or equipment supply; (2) illness of Wood's or Subcontractors' workforce and/or unavailability of labor; (3) government quarantines, closures, or other mandates, restrictions, and/or directives; (4) Wood's or Subcontractors' restrictions and/or directives; and/or (5) fulfillment of Wood's or Subcontractors' contractual or legal health and safety obligations associated with COVID-19; then, Wood shall be entitled to a reasonable adjustment to the schedule and duration to account for such delays, disruptions, suspensions, and impacts.

To the extent the causes identified herein result in an increase in the price of labor, materials, or equipment used in the performance of these services, Wood may be entitled to a mutually-agreed-upon equitable adjustment to the price for such increases, provided Wood presents documentation of such increases (including the original prices).

CLOSING

We appreciate this opportunity to offer our professional services to you and the Village on this project. We look forward to working with you and are committed to providing the services you require for the successful completion of this important project within the time frame required. If you have any questions or comments regarding this proposal, please let us know.

Sincerely,

Wood Environment & Infrastructure Solutions, Inc.



Greg Corning, P.E.
Florida Civil Design Team Lead



Christine Mehle, P.E., CFM
Florida Service Line Manager

GC/CM/tjm



Council Communication

To: Mayor and Village Council
From: Megan Rumbaugh, Floodplain/CRS Coordinator, Sheila Denoncourt, Chief Building Official, Ted Yates, Village Manager
Date: February 9, 2023
SUBJECT: **Resolution Approving an Agreement with Lori Lehr, Inc for Watershed Management Plan - TAB 3**

Background:

The Watershed Planning Initiative is funded through the Hazard Mitigation Grant Program ("HMGP"), as approved by the Florida Division of Emergency Management (FDEM) and the Federal Emergency Management Agency ("FEMA"), with the purpose of creating standardized, cost-effective, and easily replicable Watershed Master Plans ("WMP") throughout the state of Florida. According to the National Flood Insurance Program ("NFIP"), in 2019 there were 1.77 million flood insurance policies in Florida, and a 5% discount in communities with large concentrations of flood insurance policy holders would result in cumulative yearly savings far exceeding the cost of the grant award.

The NFIP Community Rating System ("CRS") was implemented in 1990 as a voluntary program for recognizing and encouraging community floodplain management activities exceeding the NFIP's minimum standards. Flood insurance rates, which are calculated by the FEMA's NFIP, are determined in part by the work each community does to reduce the effects of flooding in the community. The CRS uses a class rating system to determine flood insurance premium reductions for residents. The CRS class ratings are rated from 10 (no premium reduction) to 1 (45% premium reduction). Each Class Rating improvement accounts for an additional 5% premium reduction for the Village's residents.

A Watershed Management Plan will help the Village characterize its exposure and risk, build datasets, and improve its participation in FEMA's CRS program; and will contribute to a Class 4 rating to provide 30% premium reductions to NFIP policy holders throughout the Village (the "Project"). The scope of work for the entire project can be reviewed beginning on page 2 of the Grant Agreement (Exhibit "A").

The Village needs 121 more credits and a WMP to achieve a Class 4 rating. Completing the WMP will both complete the prerequisite and give the Village up to 315 points. The CRS requirements of the WMP prerequisite are very specific. This grant program was created to assist communities to navigate these particulars. Completing the project will improve the community to the next class and give the Village residents premium reduction to flood insurance.

In June 2022, the Village applied for a HMGP Watershed Planning Initiative grant to develop a WMP. The Village was notified on September 16, 2022 that the grant had been awarded at the

full project cost. The Village Council approved the Grant Agreement on November 17, 2022 through the adoption of Resolution No. 22-11-121.

The Project was estimated to cost \$240,095.00. The 75% federal share of the award would be \$180,071.25, and the Village's share would be 25% or \$60,023.75. The Federally-funded Subaward and Grant Agreement (the "Grant Agreement") was transmitted for approval and execution on October 18, 2022 with direction that the Agreement must be fully executed by both parties within sixty (60) days.

Analysis:

On December 15, 2022, the Village issued Request for Proposals (RFP) 22-15 to solicit proposals from qualified firms to create a Watershed Management Plan, that will characterize exposure and risk, build datasets, and improve participation in FEMA's CRS program. RFP 22-15 was issued in accordance with Sec. 2-327(b) and (c)(4) of the Village's Purchasing Guidelines in the Village Code of Ordinances. The RFP was published on DemandStar.com and on the Village's website from December 15, 2022, through the submittal deadline of January 23, 2023, and a notice was posted on the Village's Facebook page on December 15, 2022.

To evaluate the proposals, the Village Manager appointed an RFP 22-15 Evaluation Committee (the "Committee"). The Village received one (1) proposal in response to RFP 22-15. The one proposal received was submitted by Lori Lehr, Inc.

The proposal from Lori Lehr, Inc to complete the Watershed Management Plan is not to exceed amount of Two Hundred Forty Thousand and Ninety-Five Dollars (\$240,095.00). The Committee met on January 25, 2023 to evaluate the proposal, the qualifications of the firm, the proposed timeline for completion and the costs for the services. The Committee agreed to recommend that Lori Lehr, Inc be awarded the Project.

Adoption of the proposed Resolution would approve the recommended selection of Lori Lehr, Inc for the project. The proposal from Lori Lehr, Inc is provided as Exhibit "A" to the proposed Agreement.

The Resolution would also authorize the Village Manager and Village Attorney to enter into the proposed Agreement with Lori Lehr, Inc for the requested services in substantially the form provided as Exhibit "1" to the proposed resolution and authorizes the Village Manager to expend budgeted funds.

Budget Impact:

This is a cost reimbursement grant agreement, subject to the availability of funds. By entering into this Grant Agreement, the Village is obligating itself to complete the Project, expecting to be reimbursed the 75% federal share of the costs, \$180,071.25, and obligated to fund 25%, \$60,023.75.

The Project was not included in the Fiscal Year 2022-2023 due to the timing of the award. A budget amendment would be approved through adoption of the Resolution. The Project would be budgeted for in the Professional Services expenditure account in the Village Manager Department of the General Fund. This is the same account being used to record expenditures for the

Vulnerability Assessment. The 75% federal reimbursement comprising grant revenue would be recorded in the General Fund when received.

Staff Impact:

Village staff, including the Floodplain / CRS Coordinator would communicate and coordinate with Lori Lehr, Inc to ensure the data and modeling are both timely and accurate. The building department and Finance Department staff would continue to work with FEMA and FDEM until the Project is completed, funded and closed out.

Recommendation:

It is recommended that the Village Council adopt the attached Resolution, thereby approving the selection of Lori Lehr, Inc to create a WMP for Islamorada and authorizing the Village Manager and Village Attorney to enter into an Agreement for the services.

- Attachments:**
1. Reso_RFP_Final
 2. Exhibit 1 __45T7970-Agreement for Watershed Master Plan_v3_final_corrections
 3. Exhibit A __RFP-22-15_Lori Lehr Inc(reduced)

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AN AGREEMENT OF THE RFP 22-15 EVALUATION COMMITTEE WITH LORI LEHR, INC TO CREATE A WATERSHED MANAGEMENT PLAN THAT WILL CHARACTERIZE EXPOSURE AND RISK, BUILD DATASETS, AND IMPROVE PARTICIPATION IN FEMA'S CRS PROGRAM; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") proposes to create a Watershed Management Plan, that will characterize exposure and risk, build datasets, and improve participation in FEMA's CRS program; and

WHEREAS, the Village was awarded grant funding to create Watershed Master Plan ("WMP") throughout the state of Florida; and

WHEREAS, The Watershed Planning Initiative is funded through a \$26.6 million grant under the Hazard Mitigation Grant Program ("HMGP"), as approved by Florida Division of Emergency Management (FDEM) and the Federal Emergency Management Agency ("FEMA"), with the purpose of creating standardized, cost-effective, and easily replicable Watershed Master Plans ("WMP") throughout the state of Florida.; and

WHEREAS, the 75% federal share of grant funding is One Hundred Eighty Thousand Seventy-one Dollars and Twenty-five cents (\$180,071.25). The Village's share would be 25% or Sixty Thousand Twenty-three and Seventy-five cents (\$60,023.75); and

WHEREAS, on December 15, 2022, the Village issued Request for Proposals (RFP) 22-15 to

solicit proposals from qualified firms to create a Watershed Management Plan, that will characterize exposure and risk, build datasets, and improve participation in FEMA's CRS program (the "Project"); and

WHEREAS, the deadline for RFP 22-15 was January 23, 2023, and the Village Manager established an Evaluation Committee (the "Committee") to review proposals and make a recommendation to the Village Council for the selection of a professional to complete the Project; and

WHEREAS, the Committee reviewed one proposal and recommends selection of the sole proposer, Lori Lehr, Inc, for the requested services for an amount not to exceed Two Hundred Forty Thousand and Ninety-Five Dollars (\$240,095.00); and

WHEREAS, the Village Council acknowledges the expenditure obligation and finds that approval of the Agreement with Lori Lehr, Inc to complete the Watershed Management Plan in accordance with CRS standards in the best interest of the Village and its residents.

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

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

Section 2. **Approval of Selection.** The Village Council hereby approves the selection of Lori Lehr, Inc to provide a Watershed Management Plan in accordance with CRS standards.

Section 3. **Authorization of Village Officials.** The Village Manager and/or her designee and the Village Attorney are authorized to negotiate an agreement, in the form attached hereto as Exhibit "A", with Lori Lehr, Inc for the services to create the Watershed Management Plan.

Section 4. Authorization of Fund Expenditures. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is hereby authorized to expend budgeted funds for the services.

Section 5. Execution of Agreement. The Village Manager is authorized to execute the Agreement with Lori Lehr, Inc on behalf of the Village, to execute any required documents to implement the terms and conditions of the Agreement, and to execute any extension and/or amendments to the Agreement, subject to approval as to form and legality by the Village Attorney.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III	___
Vice Mayor Sharon Mahoney	___
Councilmember Mark Gregg	___
Councilmember Henry Rosenthal	___
Councilmember Elizabeth Jolin	___

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

Joseph B. Pinder III, MAYOR

ATTEST:

MARNE McGRATH, VILLAGE CLERK

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

JOHN QUICK, INTERIM VILLAGE ATTORNEY

AGREEMENT

THIS IS AN AGREEMENT, dated the day of , 2023, between:

ISLAMORADA, VILLAGE OF ISLANDS

a Florida municipal corporation, hereinafter "**VILLAGE**,"

and

Lori Lehr Inc.

a Corporation authorized to do business in the State of Florida, hereinafter "**CONTRACTOR**."

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, VILLAGE and CONTRACTOR agree as follows:

Article I. PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Section 1.01 The VILLAGE is in need of an independent experienced contractor to develop a Watershed Master Plan ("WMP") for the VILLAGE to characterize its exposure and risk, build datasets and increase resiliency in the community (the "Project").

Section 1.02 On December 15, 2022, the VILLAGE issued Request for Proposals No. 22-15 for the Project, including all Exhibits and Addenda (the "RFP").

Section 1.03 On January 23, 2023, the VILLAGE received one proposal, a proposal from CONTRACTOR, for completion of the Project as expressed in the RFP.

Section 1.04 The evaluation committee evaluated the proposal in accordance with the RFP and determined that CONTRACTOR was a responsive and responsible proposer for the Project.

Section 1.05 On _____, 2023, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 2__-__-__, awarding the RFP to CONTRACTOR and authorizing the Village to negotiate and execute this Agreement with CONTRACTOR for the Project.

Section 1.06 VILLAGE and CONTRACTOR desire to enter into this Agreement for the completion of the Project in accordance with the RFP which is incorporated herein and as made part of this Agreement as if fully set forth herein and in ARTICLE 2 entitled "SCOPE OF WORK" and on the schedule set forth in ARTICLE 3 entitled "TIME FOR COMPLETION".

Article II. SCOPE OF WORK

Section 2.01 CONTRACTOR shall furnish all necessary expertise, personnel, tools, materials, equipment and supervision, to perform all of the work for the Project described in the RFP, and the Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

Section 2.02 CONTRACTOR hereby represents to VILLAGE, with full knowledge that VILLAGE is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and personnel to perform the services to be provided by CONTRACTOR for the Project pursuant to the terms of this Agreement.

Section 2.03 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards.

Section 2.04 None of the work or services under this Agreement for the Project shall be subcontracted by CONTRACTOR, unless CONTRACTOR obtains prior written consent from the VILLAGE. Approved subcontractors shall be subject to each provision of this Agreement and CONTRACTOR shall be responsible and indemnify the VILLAGE for all subcontractors' acts, errors or omissions.

Article III. TIME FOR COMPLETION

Section 3.01 The CONTRACTOR shall commence work as directed by VILLAGE and in accordance with a Project timeline to be provided to CONTRACTOR by the VILLAGE. CONTRACTOR shall complete all work in a timely manner in accordance with the Project timeline and as stated in Exhibit "A" to this Agreement.

Section 3.02 Anything to the contrary notwithstanding, minor adjustment to the Project timeline for completion approved by VILLAGE in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR.

Section 3.03 VILLAGE and CONTRACTOR recognize that time is of the essence with respect to the completion of the Project and VILLAGE would suffer financial loss if the Project is not completed within the time specified in the timeline for completion set forth in Exhibit "A" as mention above, subject to adjustments of such timeline as approved by the Village as provided in

the RFP and Proposal. VILLAGE and CONTRACTOR also recognize the expense and difficulties involved in proving with reasonable certainty the actual loss or damage suffered by VILLAGE if the Project is not completed on time. Accordingly, in lieu of requiring any such proof, VILLAGE and CONTRACTOR agree that, as liquidated damages for delays, or early termination of the Agreement, CONTRACTOR shall pay VILLAGE, in addition to any other damages and/or remedies to which VILLAGE may be entitled, the dollar amount equal to six one hundredths of a percent (0.06%) per day of total Contract Price (as defined below) for each calendar day within the first fifteen (15) days after the final completion date set forth in the timeline where the CONTRACTOR fails to reach final completion in accordance with the RFP and Proposal attached hereto as Exhibit "A" or in the event of early termination of the Agreement, for each calendar day within the first fifteen (15) days from termination to the stated completion date. For each calendar day after the first fifteen days following the final completion date provided in the timeline where the CONTRACTOR fails to reach final completion in accordance with the RFP and Proposal the VILLAGE shall be entitled to the dollar amount equal to one tenth of one percent (0.1%) per day of total Contract Price until the CONTRACTOR achieves final completion with respect to a delay or in the event of earlier termination of the Agreement, for each calendar day after the first fifteen days from termination to the stated final completion date, the Village shall be entitled to the dollar amount equal to one tenth of one percent (0.1%) per day of total Contract Price. CONTRACTOR further agrees that the amount of liquidated damages assessed pursuant to this paragraph is reasonable and does not constitute a penalty. Although the parties recognize the difficulty of proving the loss or damage suffered by the VILLAGE due to delay or early termination, the CONTRACTOR acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of this Agreement.

Article IV. CONTRACT PRICE, GUARANTEES AND WARRANTIES

Section 4.01 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with the Proposal attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as reflected in Exhibit "A". A total contract price hereto is referred to as Contract Price and shall not exceed **Two Hundred Forty Thousand Ninety Five and no/100 Dollars (\$240,095.00)**.

Section 4.02 The VILLAGE will make payments to CONTRACTOR for completed and proper work and in the amounts stated in Exhibit "A" in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

Section 4.03 The CONTRACTOR shall guarantee all portions of the Project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by VILLAGE.

Section 4.04 The CONTRACTOR shall specify warranty duration and guidelines, inclusions and exclusions for all products.

Section 4.05 The making and acceptance of the final payment shall constitute a waiver of all claims by the CONTRACTOR other than those arising from requirements of the specifications.

Section 4.06 CONTRACTOR is prohibited from placing a lien on the Village's property. This prohibition applies to; inter alia, all sub-contractors and suppliers and labors.

Article V. CONTRACTOR'S LIABILITY INSURANCE/BOND

Section 5.01 The CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all insurance required under this Article and such insurance has been approved by the VILLAGE nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

Section 5.02 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the VILLAGE prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

Section 5.03 Financial Ratings of the insurers must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

Section 5.04 Insurance shall be in force during the term of this Agreement. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

Section 5.05 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are as follows: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- (a) Workers' Compensation Insurance – as required by law;
- (b) Comprehensive General Liability Insurance, including Premises Operation, Products and Completed Operations, Blanket Contractual Liability, Personal Injury Liability, Expanded Definition of Property Damage - \$1,000,000 combined single limit;
- (c) Automobile Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 per Accident for bodily injury and \$1,000,000 per accident for property damage; and

Section 5.06 The CONTRACTOR shall hold the VILLAGE, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of CONTRACTOR's negligent operations in completing the Project and name the VILLAGE as an additional insured under their policy.

Section 5.07 The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

Section 5.08 Bonds. If required by the VILLAGE, prior to performing any portion of the Scope of Work the CONTRACTOR shall deliver to VILLAGE the Bonds required to be provided by CONTRACTOR hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the CONTRACTOR shall obtain and thereafter at all times during the performance of the Scope of Work maintain a separate performance bond and labor and material payment bond for the Scope of Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by VILLAGE and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be CONTRACTOR's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the CONTRACTOR shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to VILLAGE.

Article VI. PROTECTION OF PROPERTY

Section 6.01 At all times during the performance of this Agreement, the CONTRACTOR shall protect the VILLAGE's property and properties adjoining the Project site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

Article VII. CONTRACTOR'S INDEMNIFICATION

Section 7.01 The CONTRACTOR agrees to release the VILLAGE from and against any and all liability and responsibility in connection with this Agreement and the matters contained herein. The CONTRACTOR further agrees not to sue or seek any money or damages from VILLAGE in connection with this Agreement except with respect to payment for services rendered with respect to this Agreement.

Section 7.02 The CONTRACTOR agrees to indemnify, defend and hold harmless the VILLAGE, its trustees, elected and appointed officers, agents, servants and employees, from and against any

and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the VILLAGE or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions with respect to this Agreement.

Section 7.03 If a court of competent jurisdiction holds the VILLAGE liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the VILLAGE may possess. The VILLAGE specifically reserves all rights as against any and all claims that may be brought.

Section 7.04 Nothing in this Agreement shall be deemed or treated as a waiver by the VILLAGE of any immunity to which it is entitled by law, including but not limited to the VILLAGE's sovereign immunity as set forth in Section 768.28, Florida Statutes.

Article VIII. INDEPENDENT CONTRACTOR

Section 8.01 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the VILLAGE's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

Article IX. CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

Section 9.01 The VILLAGE may request changes that would increase, decrease or otherwise modify the Scope of Work to be provided under this Agreement as described in Article II of this Agreement. Such changes or additions to the Project must be in accordance with the provisions of the Code of Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work to the Project. Each amendment shall at a minimum include the following information on the Project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST

ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT
ESTIMATED PROJECT COMPLETION DATE

Section 9.02 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement or amendment executed by the parties hereto.

Article X. TERM AND TERMINATION

Section 10.01 This Agreement may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, the CONTRACTOR shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full Contract Price. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

Section 10.02 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the VILLAGE.

Article XI. CONTRACT DOCUMENTS

Section 11.01 CONTRACTOR and VILLAGE hereby agree that the following Contract Documents and Exhibits, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; including CONTRACTOR's Proposal in response to the RFP as set forth and incorporated into this Agreement as Exhibit "A"; the RFP as incorporated into this Agreement and all other addendums and exhibits thereto. In the event there is a conflict between the terms of the RFP, CONTRACTOR'S Proposal, and this Agreement, the terms of this Agreement shall prevail.

Article XII. MISCELLANEOUS

Section 12.01 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

Section 12.02 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

Section 12.03 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and

correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

Section 12.04 Public Records. VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this Agreement;
- (b) Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.

Section 12.05 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of VILLAGE.

Section 12.06 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, 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 CONTRACTOR, 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 this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from

the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

Section 12.07 E-Verify. CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

Section 12.08 Scrutinized Companies.

- (a) CONTRACTOR certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- (b) If this Agreement is for more than one million dollars, CONTRACTOR certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if CONTRACTOR, its affiliates, or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- (c) CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- (d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 12.09 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE: Village Manager

Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

Copy To: Village Attorney
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

CONTRACTOR: Lori Lehr
Lori Lehr, Inc.
901 Walden Pond Drive
Plant City, FL 33563
Lori.loriehrinc.com

Section 12.10 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

Section 12.11 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

Section 12.12 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

Section 12.13 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Section 12.14 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

Section 12.15 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.

Section 12.16 Extent of Agreement. This Agreement together with Contract Documents and Exhibits, attached hereto, as amended herein above represents the entire and integrated agreement between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

Section 12.17 Waiver. Failure of the VILLAGE to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed

as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

Article XIII. FEDERAL CONTRACT PROVISIONS AND REQUIRED FORMS

Section 13.01 Federal Funding. The Project as provided under this Agreement is expected to be funded in full or in part by a federal grant. Neither the United States nor any of its departments, agencies or employees is or will be a party to this Agreement.

Section 13.02 Superseding Provisions. Notwithstanding any other provisions provided herein, the Federal contract provisions and FEMA contract provisions listed below and set forth on the following pages were made part of the RFP for the Project and are made a part of this Agreement and shall supersede any other provisions inconsistent herein.

- (a) REMEDIES FOR BREACH
- (b) TERMINATION FOR CAUSE AND CONVENIENCE
- (c) DAVIS BACON ACT
- (d) EQUAL EMPLOYMENT OPPORTUNITY/NOTICE OF AFFIRMATIVE ACTION
- (e) COPELAND ANTI-KICKBACK ACT
- (f) RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT
- (g) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
- (h) CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
- (i) PROCUREMENT OF RECOVERED MATERIALS
- (j) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS
- (k) RETENTION OF RECORDS
- (l) SUSPENSION AND DEBARMENT - *Signed and submitted with proposal*
- (m) BYRD ANTI-LOBBYING AMENDMENT - *Signed and submitted with proposal*
- (n) ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS – *Signed and submitted with Proposal*
 - (i) ACCESS TO RECORDS -
 - (ii) CHANGES/MODIFICATIONS
 - (iii) NON-USE OF OFFICIAL SEAL, LOGO AND FLAGS
 - (iv) COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS
 - (v) NOT OBLIGATION BY THE FEDERAL GOVERNMENT
 - (vi) PROGRAM FRAUD AND FALSE/FRAUDULENT STATEMENTS OR RELATED ACTS

[FEDERAL CONTRACT PROVISION BEGIN ON NEXT PAGE]

Section 13.03 Remedies for Breach. In addition to all other remedies included in this Agreement, CONTRACTOR shall, at a minimum, be liable to the VILLAGE for all foreseeable damages it incurs as a result of CONTRACTOR violation or breach of the terms of this Agreement. This includes without limitation any costs incurred to remediate defects in CONTRACTOR's services and/or the additional expenses to complete CONTRACTOR's Services beyond the amounts agreed to in this Agreement, after CONTRACTOR has had a reasonable opportunity to remediate and/or complete its Services as otherwise set for in this Agreement. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

Section 13.04 Termination for Cause and Convenience. This Agreement resulting from a procurement activity by VILLAGE may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for Services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full Contract Price. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

Section 13.05 Davis Bacon Act. The Davis Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

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

Section 13.06 Equal Employment Opportunity, During the performance of this Agreement, the CONTRACTOR agrees as follows:

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

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

- (b) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information..
- (d) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (f) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (h) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

Section 13.07 COPELAND ANTI-KICKBACK ACT Applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It does not apply to the FEMA Public Assistance Program.

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

Section 13.08 Rights to Inventions made Under This Agreement.

- (a) **Standard.** If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

- (b) **Applicability.** This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- (c) **Funding Agreements Definition.** The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.”

Section 13.09 Contract Work Hours and Safety Standards Act. This Section applies to all FEMA contracts awarded by the non-federal entity (the VILLAGE) in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (a) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (a) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

- (c) ***Withholding for unpaid wages and liquidated damages.*** The VILLAGE shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- (d) ***Subcontracts.*** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section

Section 13.10 Clean Air Act and Federal Water Pollution Control Act.

- (a) **Clean Air Act.** This requirement applies to contracts awarded by a non-federal entity (the VILLAGE) of amounts in excess of \$150,000 under a federal grant.
 - (i) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - (ii) The CONTRACTOR agrees to report each violation to the VILLAGE, and understands and agrees the VILLAGE will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - (iii) The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- (b) **Federal Water Pollution Control Act.**
 - (i) The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - (ii) The CONTRACTOR agrees to report each violation to the VILLAGE, and understands and agrees that VILLAGE will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (iii) The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Section 13.11 PROCUREMENT OF RECOVERED MATERIALS. The CONTRACTOR agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act.

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

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

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

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

Section 13.12 Contracting With Small And Minority Businesses, Women's Business Enterprises, And Labor Surplus Area Firms.

- (a) In accordance with 2 C.F.R. §200.321, the CONTRACTOR shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:
 - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (v) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.
- (b) The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- (c) The "socioeconomic contracting" requirement outlines the affirmative steps that the CONTRACTOR must take; the requirements do not preclude the CONTRACTOR from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- (d) The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the CONTRACTOR to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

Section 13.13 Retention of Records. Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the three (3)-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the three (3)-year retention requirement is not applicable to the non-Federal entity.
- (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 - (i) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the three (3)-year retention period for its supporting records starts from the date of such submission,

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

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Section 13.14 SUSPENSION AND DEBARMENT

- (a) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (b) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (c) This certification is a material representation of fact relied upon by the VILLAGE. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to VILLAGE, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (d) The undersigned proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature of Authorized Certifying Official

Name and Title of Authorized Certifying Official

Date

Section 13.15 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended).

CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, CONTRACTORS must sign and submit to the non-federal entity the following certification:, 44 C.F.R. PART 18 – **CERTIFICATION REGARDING LOBBYING**. The certification is found on the next page.

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Authorized Certifying Official

Name and Title of Authorized Certifying Official

Date

Section 13.16 Additional Contract Terms for Federal and FEMA Funded Projects. The following paragraphs will also become a part of this Agreement resulting from the RFP:

(a) **Access to Records.**

- (i) The CONTRACTOR agrees to provide the VILLAGE, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (ii) The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (iii) The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (iv) In compliance with the Disaster Recovery Act of 2018, the VILLAGE and the CONTRACTOR acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(b) **Changes to the Contract.** Any changes to this Agreement, modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

(c) **Non-use of DHS Seal, Logo, and Flags.** The CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.

(d) **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this Agreement. The CONTRACTOR will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.

(e) **No Obligation by Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Agreement.

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

[Signature Page to this Agreement on Following Page]

[SIGNATURE PAGE TO AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONTRACTOR, by and through its _____, duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____
Ted Yates, Village Manager

AUTHENTICATION:

Marne McGrath, Village Clerk

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

John J. Quick, Interim Village Attorney

CONTRACTOR

WITNESS:

Print Name:_____

By:_____

Print Name:_____

Title:_____

Date:_____

ATTEST:

SECRETARY

STATE OF FLORIDA)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____ (year) by _____ (name of person making the statement) as _____ (title) of _____ (company name), who __ is personally known to me or __ has provided Florida Driver's License as identification.

NOTARY PUBLIC

My Commission Expires:

Exhibit "A"

FORM OF CONTRACTOR'S PROPOSAL

[ATTACH]



Proposal for Watershed Management Plan

RFP No. 22-15

Prepared for:
Village of Islamorada, Florida

Prepared by:
Lori Lehr, Inc.
901 Walden Pond Drive,
Plant City, Florida, 33563
727-235-3875
lori@lorilehrinc.com

January 23, 2023 at 3:00 PM



COPY



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Tab 1 Cover Letter





Tab 1: Cover Letter

January 23, 2023

Islamorada, Village of Islands
Attn: Village Clerk
86800 Overseas Highway
Islamorada, Florida 33036

Re: Request for Proposals (RFP- 22-15) for Watershed Management Plan- Grant Funded

Please consider this submittal for the above-referenced Request for Proposals ("RFP"). **Lori Lehr, Inc.**, as the primary consultant, has teamed with the following subconsultants: **WSP USA Environment & Infrastructure Inc. (WSP)**, **Erin L. Deady, P. A.** and **Clearview Geographic** to provide a comprehensive Team approach for the expertise required by the Village as described in the RFP. This Team has been specifically formulated to address all areas of expertise required in the RFP. This submittal includes the qualifications and experience of our team, qualifications of the Key Staff to be assigned, and lists our experience for the services specified in the Scope of Services and Eligibility Criteria on pages 4-5, Exhibit "1" attached to the RFP and the expertise required on page 4 of the RFP. These firms have all collaborated on multiple projects, and some of the firms directly, on projects in or including the Village of Islamorada.

Lori Lehr, Inc. as the proposer for this engagement, is a full-service firm incorporated within the State of Florida providing CRS consulting services to local government clients since its formation in 2016. The contact person for this project will be Lori Lehr, CFM. (P. 727-235-3875) and the location of the office is: 901 Walden Pond Drive, Plant City, Florida, 33563. Lori Lehr, Inc. is owned by Ms. Lehr, as President of the firm, and the firm holds a State of Florida Woman-owned Business Enterprise (WBE) certification. Lori Lehr, Inc. is primarily a Florida-based firm serving clients across the entire state. Our clients include small and large local governments. The firm has effectively partnered with the County on CRS work already since January 2017.

Ms. Lehr, who will serve as the Project Manager, has significant CRS experience which includes Floodplain Administration/CRS Coordination services, being a CRS instructor, being a liaison with ISO on CRS activities for local governments, formulating regulatory recommendations for CRS programs, coordination on vulnerability assessments and strategizing on CRS activities and public involvement for CRS activities. This experience includes previous work with ISO on the CRS program. Combining CRS with land use, resiliency, and policy experience, many of the Team's clients have already benefitted from a multi-disciplined approach to address complex land use, legislative, planning, environmental and funding issues faced by clients in the resiliency field. The Team, collectively, has also achieved several other accreditations and credentials:

- Certified Floodplain Managers
- Planning Accreditation by the American Institute of Certified Planners
- U. S. Small Business Administration, Economically Disadvantaged Woman Owned Business
- State of Florida Woman-owned and Minority Business Enterprises

The Team submitting this response is comprised of a multi-disciplinary group of experienced professionals who understand the needs of local governments when implementing a CRS and comprehensive resiliency program. Members of the Team also have direct experience working with the Village on previous and current resiliency initiatives and have worked over with the Village to successfully secure grant awards for resiliency initiatives. This experience adds efficiency in producing deliverables as assigned by the Village and coordination with current resiliency activities. Lori Lehr,



Inc. and the Team have a thorough understanding of the work to be done given our significant project history as demonstrated by this response. The Team will show extensive qualifications in:

- The Federal Emergency Management Agency (FEMA's) Community Rating System program and floodplain management. The team includes two Certified Floodplain Managers with expertise in the NFIP CRS program and specifically with Sea Level Rise criteria in 452. b Watershed Management Plan (WMP).
- Modeling and mapping climate vulnerabilities including H&H modeling in Southeast Florida (including Monroe County). This modeling expertise includes both traditional event-based modeling but also extensive expertise in climate change analyses to evaluate various aspects of water resources and the hydrologic cycle.
- Extensive, recent, and local knowledge of water management issues in Monroe County (including the Village of Islamorada) and the South Florida Water Management District.
- Knowledge and experience in GIS mapping with climate change impact analysis, public outreach, education, equity in adaptation response and economic analysis specific to adaptation projects (including the Village of Islamorada and Monroe County).
- Land use (AICP), policy and analysis related to climate change and planning initiatives.
- Locally relevant experience with state and federal policy and programs to address the built environment, natural environment, stormwater, and transportation systems.
- Public outreach on climate-related initiatives that disseminate information, promote public interest, equity and awareness, and receive, track, and respond to and incorporate public comments and inquiries into project management.
- Development and implementation of Watershed Management Plans in two jurisdictions (noting only six have been approved within the State of Florida).
- Knowledge of the Florida WMP Pilot Program and its deliverables including the scope of the modeling approach used in those two work products.

The Team is committed to perform the services requested in the Village's RFP and will maintain extensive communication with the Village throughout assigned projects. The proposal remains in effect for ninety (90) days from the date of bid opening. We have taken great care to assemble a truly multi-disciplined team combining substantial familiarity with all aspects of developing a WMP within the CRS program, overall CRS strategy and a comprehensive resiliency program and the unique needs of the Village. Our Team has a proven track record in CRS, resiliency, sustainability, and climate planning that is unparalleled in the industry which will result in a more efficient project sensitive to the "unique and special" qualities the Village already has and wishes to preserve in the future. We appreciate the opportunity to submit our qualifications and look forward to working with the Village.

Sincerely,

Lori Lehr, Inc.

Lori Lehr

Lori Lehr, CFM

Tab 2 Company Overview





Tab 2: Company Overview

The project team has been specifically structured to meet the needs of the Village of Islamorada within this scope of services. The team will be led by Lori Lehr, Inc. who is unparalleled in her experience with the CRS program successfully assisting local governments navigating the CRS program. Her experience spans small and large local governments across the state drawing upon her former experience working in the program for ISO and as a former Floodplain professional.

Lori Lehr, Inc. will be supported by WSP who has developed over 190 state and local hazard mitigation plans with many being in similar size and scope to Village. WSP worked with FEMA Headquarters to develop the Local Multi-Hazard Mitigation Guidance (Blue Book – July 2008), the document communities must follow to update their local hazard mitigation plan. WSP also worked with FEMA Headquarters to merge the CRS Planning criteria into the DMA Planning requirements and into the Interim Final Rule (IFR). At the request of FEMA Headquarters, WSP developed an Education Program on reviewing and evaluating hazard mitigation and CRS plans for FEMA Regional planning staff. WSP has the experience and knowledge of local stormwater operations in the Village, which is a key component of an Activity 452. b Watershed Management Plan. Clearview Geographic is also on the Team having conducted the technical modeling work for the County's Vulnerability Assessment update in 2020 – 2021 and is a key team member developing the technical analysis for the Village of Islamorada's Vulnerability assessment currently as a subcontractor to WSP. Erin L. Deady, P. A. has been added to the team to assist with both the development of the Watershed Management Plan as well as support other climate and adaptation Coordination tasks the Village may require. She is also a team member as a subcontractor under WSP developing the Village's Vulnerability Assessment. She also led, with Clearview Geographic staff, the development of the first ISO-approved sea level rise-based Watershed Management Plan in Monroe County, Florida approved in 2019. She also has led most of the vulnerability assessment work conducted by Monroe County.

The following provides the requested overview of the firm and subconsultants:

Firm Name	Overview
Lori Lehr, Inc. 901 Walden Pond Drive, Plant City, Florida, 33563 727-235-3875 lori@lorilehrinc.com	Lori Lehr is a single member company. She achieved her certification as a Certified Floodplain Manager (CFM) by the Association of State Floodplain Managers, Inc. (ASFPM) in 2000 and she has been involved in the floodplain management industry since that time. She started her professional qualifications in the City of St. Petersburg serving as the floodplain administrator, building permit construction reviewer, and acting as a liaison between the City and FEMA. She has over eight years of specific experience as a CRS Specialist working with Insurance Services Office (ISO). She is well-versed in all iterations of the CRS Manual and with the implementation of the Manuals under the most current CRS guidelines. While working with ISO, she submitted over 120 CRS verification files to FEMA, many of which resulted in a CRS class improvement for those communities. As ISO/CRS Specialist, she assisted communities with the highest dollars of CRS discount in the Nation. She also recertified over 80 communities in the CRS program on an annual basis. She also has extensive knowledge and experience with CRS audits and the verification processes that can assist community to reach their CRS goals. Lori Lehr is assigned to the project and will lead its implementation.



Firm Name	Overview
WSP USA Environment & Infrastructure Inc. 16250 NW 59th Ave, Suite 206, Miami Lakes, Florida 33014 314-920-8359 greg.corning@wsp.com	The WSP team has more than 80 professionals in Florida specializing in water resources engineering including hazard risk analyses, loss estimation modeling using HAZUS-MH software, hazard mitigation planning and emergency management, the Federal Emergency Management Agency's (FEMA) Community Rating System (CRS) Program, data collection and Geographic Information Systems (GIS), and community outreach including stakeholder coordination and facilitation. The WSP Team has a wide array of experience within the Scope of Services required for the Village of Islamorada Watershed Management Plan. WSP's hazard mitigation planning experience includes over 190 state and local hazard mitigation plans in over 20 states within seven FEMA regions. The scope of these mitigation plans ranges in size and complexity from a single jurisdiction plan for a small rural county, to a disaster resistant university plan for a major state university, to an 11-county multi-jurisdictional plan covering 21,600 square miles with 176 participating local governments.
Erin L. Deady, P.A. 54 ½ SE 6th Avenue, Delray Beach, FL 33482 954-593-5102 erin@deadylaw.com	Erin L. Deady, P. A. has three staff members and is a Federal and State certified woman-owned business located in Delray Beach, FL. As an attorney and AICP certified land planner, Ms. Deady, as the principal of the firm, is qualified in numerous land use, planning, resiliency, sustainability, and legal matters related to floodplain policy, flood risk analysis and adaptation planning. Ms. Deady has worked on numerous vulnerability assessment projects across the state and including components within those projects analyzing the relationships between vulnerability assessments and the NFIP CRS program. Ms. Deady was also the primary author of the Monroe County CRS Watershed Management Plan which helped lead to the County's Class 3 rating in CRS.



Firm Name	Overview
Clearview Geographic 344 S Woodland Blvd, DeLand, FL 32720 386-957-2314 azelenski@clearviewgeographic.com	Clearview Geographic has four staff and is a global leader of geospatial intelligence, science, and technologies that provides tools that help make decisions, protect assets, grow business, and sharpen competitive edges. With a creative multidisciplinary development team, Clearview's planning services division oversees the information gathering, geospatial modeling, and creation of short, medium, and long-range documents for local governments, private businesses, and other large-scale organizations. Clearview's development services division oversees the firm's site selection and environmental assessments as well as permit and compliance services for residential, commercial, and public construction projects. Relevant to Islamorada watershed planning and resilience planning services, Clearview Geographic offers: • Data Collection and Management • Sea-level rise & other flood modeling such as high tide flooding and storm surge • Spatial Analysis • GIS Mapping, including static print-ready maps and animations • ArcGIS Online Development • Story Map Creation ELD PA has worked on projects with Clearview Geographic in Martin County, St. Lucie County, Monroe County and Pensacola and is currently working with WSP and ELD PA in Islamorada.

Subconsultant Firms and Key Personnel from the Firms Assigned to the Project

Firm Name	Personnel
Lori Lehr, Inc.	Lori Lehr, CFM
WSP	Gregory Corning, PE David A. Stroud, CFM Dustin Atwater, GISP Charles B. Gardiner, PLS, CFEDS Tiffany Davies, PE Rebecca Vanderbeck, PE
Erin L. Deady, P. A.	Erin L. Deady, Esquire, AICP
Clearview Geographic	Alex Zelenski, GISP Jason Evans, Ph. D. Austin Gootee



Lori Lehr, CFM



EXPERIENCE

Lehr: 2015

Industry: 1998

AREAS OF EXPERTISE

Community Rating
System Implementation
and Compliance

National Flood Insurance
Program Compliance

Florida Building Code

PROFESSIONAL ASSOCIATIONS

Association of State
Floodplain Managers

Florida Floodplain
Managers Association

PROFESSIONAL SUMMARY

Ms. Lehr has career long experience with floodplain management and Community Rating System that includes implementation and compliance with both FEMA programs. Ms. Lehr has assisted communities to achieve high levels of flood insurance discounts through the National Flood Insurance Community Rating System. Ms. Lehr also served as the lead trainer for the Community Rating System, at the Emergency Management Institute training government officials on the implementation of the program. Ms. Lehr currently works side by side with government officials across the nation help their communities achieve better standings in the Community Rating System to enhance floodplain management compliance and promote resilience.

QUALIFICATIONS

Education

- General Studies/St. Petersburg Collage

Registrations / Certifications / Licenses

- Certified Floodplain Manager, Association of State Floodplain Managers

Training / Professional Development

- Florida Floodplain Managers Association Community Rating System/Insurance Committee Chair
- National Trainer for the Community Rating System

WORK EXPERIENCE

Lori Lehr Inc. | 2015 - Present
President

Insurance Service Office | 2007 - 2015
Community Rating System Specialist and Trainer

City of St. Petersburg | 1998 - 2007
Plans Examiner and Community Rating System Coordinator



Gregory Corning, PE



EXPERIENCE

WSP: 2010

Industry: 2005

AREAS OF EXPERTISE

Project management
Dredging and dewatering design and permitting
Sediment analysis and disposal management
Environmental engineering design and permitting
Engineering and environmental field investigations
Meeting facilitation and public presentations

PROFESSIONAL ASSOCIATIONS

American Society of Civil Engineers
American Water Resources Association
Florida Stormwater Association

PROFESSIONAL SUMMARY

As a Project Manager, Mr. Gregory Corning provides technical input and engineering analysis for projects involving climate resiliency and assessment, project management, dredging and dewatering planning and design, stormwater design and permitting, environmental design and permitting, and construction administration, engineering, and inspection.

QUALIFICATIONS

Education

- Bachelor of Science, Civil Engineering, Florida Atlantic University, 2009

Registrations / Certifications / Licenses

- Professional Engineer, Florida No. 79293

WORK EXPERIENCE

WSP USA Environment & Infrastructure Inc. | 2010 - Present
Project Manager

Harry Harris Park Vulnerability Analysis, Monroe County, Florida
Project Manager. Monroe County contracted WSP to complete a vulnerability assessment of the park.

Tax Collectors Office Facility Assessment and Repairs, Marathon, Florida
Project Manager. WSP is preparing repair construction documents including plans, geotechnical, and permits for the damaged portion of the structure.

Roads and Vulnerability Analysis and Capital Plan, Monroe County, Florida
As part of the County's sustainability approach, this project will merge climate change science and modeling, with transportation engineering and planning to develop a long-term roads adaptation plan based on design criteria, Sea Level Rise (SLR) projections, adaptation methodology, policy/financing evaluation, and public/stakeholder outreach. The project will be divided into three phases: study and analysis, engineering design, and adaptation plan.



David A. Stroud, CFM



EXPERIENCE

WSP: 2009

Industry: 1991

AREAS OF EXPERTISE

Water Resources
Engineer
Hazard Mitigation
Planning
FEMA's CRS Program
Floodplain Management
FEMA's National Flood
Insurance Program
Community Planning

PROFESSIONAL ASSOCIATIONS

Florida Floodplain
Manager's Association
(FFMA)
FEMA Region IV HAZUS
Users Group
Association of State
Floodplain Managers
(ASFPM)
Natural Hazards
Mitigation Association
(NHMA) – on Planning
Committee

PROFESSIONAL SUMMARY

Mr. David Stroud has 30 years of experience as a floodplain/hazard mitigation planner. Mr. Stroud's hazard mitigation planning experience includes both development of hazard mitigation plans and reviewing and scoring plans for FEMA. Mr. Stroud worked for the Insurance Services Office (ISO) on behalf of FEMA's National Flood Insurance Program's (NFIP) Community Rating System (CRS) Program as the lead hazard mitigation planner and Flood Training Coordinator for 18 years. Mr. Stroud assisted in the development of the 2007, 2013, 2017 CRS Coordinator's Manuals and the 2021 Addendum.

QUALIFICATIONS

Education

- Master of Urban and Regional Planning, Ball State University, 1990
- Bachelor of Science, Urban and Regional Studies, Ball State University, 1985
- Associate of Science, Architectural Drafting, Vincennes University, 1983

Registrations / Certifications / Licenses

- Certified Floodplain Manager, NC, US-00-00065

WORK EXPERIENCE

WSP USA Environment & Infrastructure Inc. | 2009 - Present
Associate Water Resources Planner

Cutler Bay, Floodplain Mitigation Plan, Cutler Bay, Florida

Project Manager. Mr. Stroud served as the Project Manager on the development of a Floodplain Mitigation Plan. This plan followed both the Disaster Mitigation Act (DMA) and CRS Planning requirements. Mr. Stroud was responsible for facilitating all planning meetings, overseeing the development of the risk assessment, and developing the mitigation strategy section of the plan. The plan was completed on schedule and within budget. Project timeline February 2020 through August 2021.

Local Mitigation Strategy, Monroe County, Florida

Project Manager. Mr. Stroud served as Project Manager on the development of a Local Mitigation Strategy. This plan included 6 jurisdictions and included both natural hazards and technological hazards. This plan also focused on the impacts to sea-level rise. Project timeline March 2020 through January 2021.



Dustin Atwater, GISP



EXPERIENCE

WSP: 2011

Industry: 2003

AREAS OF EXPERTISE

Geographic Information Systems

Database design, spatial analysis, data conversions, and mapping

Environmental planning

SOFTWARE

ArcGIS Pro

ArcInfo/ArcGIS 10. x, 9. x, 8. x

ArcView 3. x

ArcScene

ArcHydro

ArcSDE using SQL server
AutoDesk Suite including
Land Development
Desktop

2011 Map

Civil 3D

Sketch-Up Pro

Adobe Suite

PROFESSIONAL SUMMARY

Mr. Dustin Atwater is a Geographic Information Systems (GIS) Professional working in the environmental discipline. Responsibilities include management, implementation, and development of GIS applications as well as several years of experience in environmental planning. He has applied working knowledge of GIS technology including ArcHydro, ArcView, ArcInfo, and ArcGIS 10. He has used ArcView, ArcGIS, Visual Basic, and Microsoft spreadsheets and database programs. His primary duties include database design, spatial analysis, data conversions, and mapping. As an environmental planner, Mr. Atwater has gained experience analyzing, modeling, and mapping natural resources including wetland and aquatic vegetation, forests, and endangered species habitats. He also has experience in analyzing land-use and impervious surfaces.

QUALIFICATIONS

Education

- Bachelor of Landscape Architecture, Landscape Ecology, University of Minnesota, 2000

Registrations / Certifications / Licenses

- Geographic Information Systems Professional No. 91642
- FDEP Stormwater Erosion and Sedimentation Control Inspector, Florida No. 25050

WORK EXPERIENCE

WSP USA Environment & Infrastructure Inc. | ##### - Present
Senior GIS Analyst

Roads and Vulnerability Analysis and Capital Plan, Monroe County, Florida

GIS Lead. Responsible for all aspects of the GIS effort, including mobile GIS application development, database creation and management, desktop surveys of readily available information regarding the subject sites, and emissions inventory maps.

Harry Harris Park Vulnerability Analysis, Monroe County, Florida

GIS Lead. WSP to complete a vulnerability assessment of the park.



Charles B. Gardiner, PLS, CFEDS



EXPERIENCE

WSP: 1998

Industry: 1982

AREAS OF EXPERTISE

Management of
personnel and resources
Scheduling and tracking
of projects
Quality assurance
Geodetic surveying
(conventional and GPS)
Route/design surveying
and mapping
Boundary surveying

PROFESSIONAL ASSOCIATIONS

American Congress of
Surveying and Mapping
National Society of
Professional Surveyors
Florida Surveying and
Mapping Society
Florida GPS Users Group

PROFESSIONAL SUMMARY

Mr. Charles Gardiner has more than 40 years of experience in a wide range of surveying and mapping activities, including management and execution of projects for both private and public sector clients. His extensive technical background accentuates his ability to manage personnel and projects effectively. He is currently the Operations Manager of the Surveying and Mapping department for WSP's Orlando, Florida office.

QUALIFICATIONS

Education

- Bachelor of Science, Surveying and Mapping, University of Florida, 1987
- Associate of Science, Civil Engineering, Central Florida Community College, 1984

Registrations / Certifications / Licenses

- Professional Land Surveyor, Florida No. LS5046
- Certified BLM Federal Surveyor, No. 1475

WORK EXPERIENCE

WSP USA Environment & Infrastructure Inc. | 1998 - Present
Principal Surveyor

Florida Department of Environmental Protection, Statewide Continuing Surveying and Mapping Services Contract, Florida

Project Manager/Surveyor. Has served as project manager since 1995 under five successive contracts. Work under these contracts has involved land acquisitions, land management, and land restoration projects associates with the state's land acquisition programs to include Save our Rivers, Rails to Trails, Conservation and Recreational Lands (CARL), P-2000, and Florida Forever.

Miami-Dade County, Surveying and Mapping Services, Florida

Project Manager/Surveyor. Since 2004, under three successive contracts has been responsible for the successful completion of survey projects to support engineering and design missions. Typical assignments included right-of-way surveys, utility locations, topographic surveys, boundary surveys, bathymetric surveys, and the preparation of legal descriptions and sketches.



Tiffany Davies, PE



EXPERIENCE

WSP: 2009

Industry: 2003

AREAS OF EXPERTISE

Civil engineering
Water resources
Hydrology and hydraulic analysis
Wetland restoration
Permitting
Vulnerability assessments
Stormwater management systems
Water and wastewater transmission/collection system designs
Site development

PROFESSIONAL ASSOCIATIONS

American Society of Civil Engineers

PROFESSIONAL SUMMARY

Ms. Tiffany Davies is a senior engineer with 20 years of professional civil engineering experience. She has been the project manager on number civil engineering projects for municipalities and federal clients as well as private clients. She manages a team of engineers in the water resources department, focusing on civil engineering, hydrology and hydraulic analysis, site civil and wetland restoration projects. Ms. Davies has been responsible for the design, permitting, and construction phase services of numerous civil engineering projects entailing modeling and design of stormwater management systems, design of recreational facilities, design of roadways, layout and design of residential developments, water and wastewater transmission/collection system designs, and site development services for commercial sites.

QUALIFICATIONS

Education

- Bachelor of Science, Civil Engineering, University of Florida, 2003

Registrations / Certifications / Licenses

- Professional Engineer, Florida No. 68370

WORK EXPERIENCE

WSP USA Environment & Infrastructure Inc. | 2009 - Present
Senior Civil Engineer

Roads and Vulnerability Analysis and Capital Plan, Monroe County, Florida

Associate Engineer. This project will merge climate change science and modeling, with transportation engineering and planning to develop a long-term roads adaptation plan based on design criteria, Sea Level Rise (SLR) projections, adaptation methodology, policy/financing evaluation, and public/stakeholder outreach.

U. S. Department of Agriculture - Natural Resources Conservation Service, 1,160 Acre Wetland Restoration, Lott Easement, Highland County, Sebring, Florida

Senior Engineer. Responsible for the engineering design of the wetland restoration.



Rebecca Vanderbeck, PE



EXPERIENCE

WSP: 2016

Industry: 2001

AREAS OF EXPERTISE

Resiliency and sustainability planning
Development review
Stormwater control
Site civil design
Utilities planning
Site investigation
Soil characterization

TRAININGS

40-hour HAZWOPER
Institute for Sustainable
Infrastructure Envision
Sustainability
Professional

PROFESSIONAL SUMMARY

Ms. Rebecca Vanderbeck has 20 years of experience in environmental engineering, including management of utilities and infrastructure improvement projects, stormwater control and site civil design, resiliency planning, site investigations and soil characterization, environmental compliance and permitting, and other aspects of environmental engineering design. Through her experience, Ms. Vanderbeck has also been involved in identification of climate change risks and opportunities and the development of greenhouse gas emissions inventories. She has worked with clients developing sustainability programs and engaged with stakeholders on both municipal and private projects.

QUALIFICATIONS

Education

- Bachelor of Science, Environmental Engineering, University of Central Florida, 2001

Registrations / Certifications / Licenses

- Professional Engineer, Florida No. 64804

WORK EXPERIENCE

WSP USA Environment & Infrastructure Inc. | 2016 - Present
Civil and Environmental Engineer

Harry Harris Park Vulnerability Analysis and Adaptation Plan, Monroe County, Florida

Resiliency Lead. Led the development of adaptation strategies for a coastal park in the Florida Keys. Recommendations were made for near term (five years or less) and longer term (more than five years) strategies based on a review of expected impacts from sea level rise and storm surge at the park.

Resilience Planning and Implementation, City of St. Augustine, Florida

Project Manager. Worked with the City to develop a resilience plan that will allow the City to embed resilience into critical infrastructure within the City, proactively address shocks and stresses that can impact the City, and drive implementation of projects that can have the greatest impact across the social, economic, and environmental areas for the citizens of St. Augustine.



Erin L. Deady, Esquire, AICP

Attorney and Certified Land Planner

ERIN L. DEADY, P.A.

EXPERIENCE

Deady: 2011

Industry: 1995

AREAS OF EXPERTISE

Sustainability and
Climate Planning
Energy Conservation
Land Use
Grant Funding
Environmental
Restoration

PROFESSIONAL ASSOCIATIONS

American Institute of
Certified Planners
Florida Chapter of the
American Planning
Association

PROFESSIONAL SUMMARY

Ms. Deady has significant management experience on numerous complex projects involving climate legal, policy and planning elements including vulnerability analyses and integration of adaptation responses into Comprehensive Plans. Ms. Deady has worked on numerous sustainability, climate and energy planning efforts around the state for large and small local governments. Ms. Deady has published numerous articles and resources related to the planning and legal issues surrounding resiliency and adaptation planning strategies. A cornerstone of this experience includes the development and implementation of public engagement and outreach strategies to support local government policy and decision-making processes.

QUALIFICATIONS

Education

- Juris Doctorate, Nova Southeastern University, Shepard Broad Law Center 2000
- Master Public Administration, Environmental Growth Management, Florida Atlantic University 1996
- Master of Public Administration, University of the Virgin Islands, 1995
- Bachelor of Arts, Marine Science Affairs, University of Miami, 1993

Registrations / Certifications / Licenses

- Florida Bar No. 367310
- AICP, American Institute of Certified Planners

Training / Professional Development

- Admitted to Florida Bar (2000), member of Executive Council for the Environmental and Land Use Law Section, 2002-Present. Chair 2012-Present

WORK EXPERIENCE

Erin L. Deady, P. A. | 2011 - Present
President

Lewis, Longman & Walker, PA. | 2008 - 2011
Shareholder

Audubon of Florida | 1997 - 2003
Environmental Counsel

Florida Atlantic University | 1995 - 1997
Fellowship-Urban and Environmental Solutions



Alex Zelenski, GISP

Environmental & GIS Consultant



EXPERIENCE

ClearGeo: 2018

Industry: 2014

AREAS OF EXPERTISE

Geographic Information Systems

Environmental Sustainability

Geospatial Modeling
Climate Vulnerability Assessments

PROFESSIONAL ASSOCIATIONS

American Society of
Adaptation Professional

Volusia County
Association for
Responsible
Development

American Society of
Floodplain Management
Professionals

The Sierra Club Florida
Chapter

The Environmental
Council of Volusia and
Flagler Counties

PROFESSIONAL SUMMARY

Mr. Zelenski has significant geographic information systems (GIS) and environmental consulting experience on numerous projects including resiliency, sustainability, vulnerability assessments, and public engagement to support local government planning initiatives both within and outside of Florida. Mr. Zelenski has direct experience creating climate-risk models to serve as the basis for vulnerability assessments, resiliency plans, and has leveraged them to identify both Priority Planning Areas and Adaptation Action Areas in at least three municipalities. Mr. Zelenski has 8 years of experience developing geographic information systems to enhance resilience and climate planning.

QUALIFICATIONS

Education

- Bachelor of Science, Environmental Science & Geography, Stetson University, 2016

Registrations / Certifications / Licenses

- GISCI, Geographic Information Systems Professional

WORK EXPERIENCE

Clearview Geographic | 2018 - Present
President

Zev Cohen & Associates | 2016 - 2018
Environmental Scientist & GIS Specialist

Kappa Map Group | 2015 - 2016
Digital Cartographer

Stetson University | 2014 - 2016
Research & Teaching Assistant



Jason Evans, Ph. D.

GIS Technical Advisor



EXPERIENCE

ClearGeo: 2018

Industry: 2010

AREAS OF EXPERTISE

Geographic Information Systems

Landscape Ecology

Systems Ecology

Dataset Development

Spatial Modeling

PROFESSIONAL ASSOCIATIONS

Association of State Flood Plain Managers

American Ecological Engineering Society

Florida Native Plant Society

PROFESSIONAL SUMMARY

Mr. Evans is trained as a landscape and systems ecologist with a high level of expertise in dataset development, spatial modeling, and flood hazard vulnerability assessments using geographic information systems (GIS). Since 2011, Mr. Evans has served as principal investigator or co-principal investigator for fourteen separate projects that focus on coastal flooding vulnerability and adaptation across coastal Georgia, Florida, South Carolina, and North Carolina. Several of these projects have focused on identifying vulnerability of stormwater systems to sea-level rise and increasing precipitation.

QUALIFICATIONS

Education

- Ph. D. Interdisciplinary Ecology, with Area of Concentration in Environmental Engineering Sciences, University of Florida 2007
- M. S. Interdisciplinary Ecology, University of Florida 2002
- B. A. Philosophy, New College of Florida 1998

WORK EXPERIENCE

Clearview Geographic | 2018 - Present
Technical Advisor & Shareholder

Stetson University Institute for Water & Environmental Resilience | 2019 - Present
Executive Director

Elsevier Journal of Environmental Management | 2016 - Present
Co-Editor-in-Chief

Stetson University | 2014 - Present
Associate Professor of Environmental Science, Department of Environmental Science and Studies (promoted from Assistant Professor and tenured in August 2017)

University of Georgia | 2010 - 2014
Environmental Sustainability Analyst (Final Faculty Rank of Public Service Associate)



Austin Gootee

GIS & IT Specialist



EXPERIENCE

ClearGeo: 2019

AREAS OF EXPERTISE

Database Management
Data Analytics
Geospatial Modeling
Business Intelligence

PROFESSIONAL ASSOCIATIONS

Volusia County
Association for
Responsible
Development
American Society of
Floodplain Management
Professionals

PROFESSIONAL SUMMARY

Austin is responsible for leading Clearview Geographic's technical strategy and oversees the process automation across the geospatial, technical, and environmental teams. With a bachelor's degree of business administration in business systems and analytics, Austin has worked on various GIS and IT related projects including, but not limited to climate resiliency, market research, and website development. Since joining in 2019, he has assisted in improving the technical structure and team of Clearview Geographic.

QUALIFICATIONS

Education

- B. B. A. Business Systems and Analytics – Stetson University, 2020

Registrations / Certifications / Licenses

- FAA license: Commercial Airman Certificate – Remote Pilot for sUAS (Drones)
- Project Management, Stetson University

WORK EXPERIENCE

Clearview Geographic | 2020 - Present
Chief Operating Officer

Clearview Geographic | 2019 - 2020
GIS & IT Specialist

Xfingent Solutions | 2016 - 2016
Receptionist, Secretary, and Support Team Member

Tab 3 Project Management Experience/Project Examples





Tab 3: Project Management Experience/Project Examples

a) Qualifications and Experience of the Contractor and Services Offered

Lori Lehr, Inc.

The project team has been specifically structured to meet the needs of Islamorada within this scope of services. The team will be led by Lori Lehr, Inc. who is unparalleled in her experience with the CRS program successfully assisting local governments navigating the CRS program. Her experience spans small and large local governments in all regions across the state drawing upon her former experience working in the program for ISO and as a former Floodplain professional. Lori Lehr, Inc. will lead the development of the Watershed Management Plan, coordination with ISO/CRS and other CRS-related activities in this scope of work.

Subcontractors

Lori Lehr, Inc. will be supported by **Erin L. Deady, P. A.** and **Clearview Geographic, LLC** who conducted the development of Monroe County's 2019 Watershed Management Plan including all modeling and analysis related to stormwater and sea level rise in that plan, the first ISO-approved sea level rise-based Watershed Management Plan in Florida. The team of Erin L. Deady, P. A. and Clearview Geographic has also conducted all the modeling for, and development of, the Monroe County Vulnerability Assessment (2015) and its recent update (2020). These two firms have the experience and knowledge of the requirements for an Activity 452. b Watershed Management Plan and are partners with **WSP** currently developing the Village's Vulnerability Assessment funded by a Resilient Florida grant. Erin L. Deady, P. A. has also been added to the team to assist with both the development of the Watershed Management Plan as well as support other climate and adaptation tasks the Village may require. WSP has also developed a CRS Watershed Management Plan for Cutler Bay in Miami Dade County. WSP, with Lori Lehr, CFM, also led the development of the last update to the County's Local Mitigation Strategy. WSP has also led the County and Municipalities' canal restoration efforts.

Lori Lehr is also a known educator on the CRS program throughout the state and country and is intimately familiar with the Credit Criteria under CRS Activity 452. b (per the 2017 CRS Coordinator's Manual and the 2021 Addendum to the Coordinator's Manual). As more detailed below, Lori is also familiar with the process of submitting a WMP to ISO/CRS for review.

Team's Qualifications

Lori Lehr, Inc. has spent years assisting Monroe County and Key West in their participation in the CRS program. While that experience is more expansive than this scope of services focused on the development of the Watershed Management Plan, it is useful in that coordination with ISO during the development of the Watershed Management Plan is critical to ensure the final work product will be accepted by ISO for CRS credit. Lori Lehr has those relationships with ISO (formerly working for ISO) and understands the need to have multiple coordination calls with ISO as the planning process proceeds. Additionally, WSP's experience with the development of the Local Mitigation Strategy will also serve the Village efficiently in that adoption of the WMP as an annex in the next LMS update is part of Task 2 in the Scope of Services. This experience is even more important when considering the unique geography in the Keys that significantly impacts water management and adaptation / mitigation project development (as required in the WMP) as opposed to a mainland community. Simply put, there is no other team as experienced as this team is with modeling flood risk in the Keys.

The team's qualifications due to the vast project management experience in Monroe County and its municipalities is unmatched. Work on the County's Watershed Management Plan in 2019 provides the team with a strong working knowledge regarding the state of data related to assets. Some of this data includes stormwater structures along US-1, although controlled and owned by FDOT, this data may be helpful in modeling the Village's stormwater management impacts for the CRS-required storm



and sea level rise events and projections. Additionally, modeling conducted as a part of the County's recent Vulnerability Assessment update in 2020 (countywide including the municipalities) through the Sea Level Affecting Marshes Model (SLAMM) will provide a head start (and time and efficiency for the Village) regarding open space calculations as part of the Watershed Management Planning process. WSP's significant experience with the development of the County's Local Mitigation Strategy is also important in terms of the mapping and project experience with the Village's current project priorities for hazard mitigation. WSP also already has an immense amount of data on water management, bathymetry and other related information about the Village and County, generally, that will help provide the project team with an efficiency in the data collection process. All data familiarity by the team will shorten the time needed for data collection, modeling and the project planning process making it far more efficient.

Erin L. Deady was also very engaged with the Division of Emergency Management during the development of the Watershed Planning Initiative (overall program for this grant) and is very familiar with the evolution to its current form. She authored 8 successful Watershed Planning Initiative grants (this program), 6 of which were awarded in the Keys. Erin reviewed the two Pilot WMP's developed by Florida Atlantic University and had lengthy discussion with DEM and ISO WMP reviewers about the models used in those Pilot WMP work products and their inapplicability in the Keys generally. While some of those Pilot materials are useful, Erin worked with DEM to point subrecipients to SLR-based Watershed Management Plans that have been accepted by ISO for credit as a model. The grant guidance was modified to this effect. It should be noted that only 6 WMPs have been accepted for CRS Activity 452. b credit within the state of Florida. Erin also worked with DEM to ensure that the WMP's were only required to be submitted to DEM and not actually reviewed and scored by ISO, something not achievable within the grant's timeframe. Erin's interaction with DEM and ISO on these and other finer points resulted in numerous changes to the grant program that made it far more possible to achieve the program's outcomes within a short timeframe. Erin worked with DEM to propose, and ultimately DEM accepted, the use of Resilient Florida grant funding to cover the subrecipient's 25% cost share. Given that Erin Deady, Clearview and WSP are developing the Resilient Florida Vulnerability Assessment for the Village, this will also create a significant data collection and coordination efficiency for the project.

Team's Approach

For the Watershed Master Plan, our team is differentiated both in terms of experience with this specific CRS Activity, as well as our previous work with stormwater analysis in the Keys and data within the Village. Both sets of project experience can be leveraged to expedite and add value to the Village's Watershed Master Plan. The Watershed Management Plan modeling effort for the stormwater structures will be led by WSP due to their significant knowledge of the Village's system and impacts upon it. Other modeling/mapping such as that necessary for open space calculations will be led by Clearview Geographic. Clearview will also be supplying work products as developed by the Village's Vulnerability Assessment as output is completed for use in the Watershed Management Plan effort since they are the lead on required analysis for the Vulnerability Assessment. The effort to draft the Watershed Management Plan will be led by Lori Lehr and Erin L. Deady with Lori Lehr also leading the coordination with ISO to ensure its future acceptance for CRS Activity credit.

According to the CRS Coordinator's manual, the purpose of watershed planning is to provide a tool that can be used in decision-making to reduce flooding from future conditions which can include development/redevelopment, climate change, and sea level rise. This grant-funded deliverable will be prepared with this leading purpose, but also to provide a strong baseline for future work within the Village in terms of stormwater management concurrent with the Village's goal of developing a Stormwater Master Plan.

To receive credit for Watershed Management Plan (WMP)¹, the adopted watershed plan must include the following:



- (a) Evaluation of future conditions, including the impacts of a median projected sea level rise (based on the National Oceanic and Atmospheric Administration's (NOAA's) "intermediate-high" projection for the year 2100) on the local drainage system during multiple rainfall events, including the 100-year rainfall event. This option is for coastal communities with no natural or constructed channels. Guidance on sea level rise projections for CRS purposes can be found in Section 404 of the CRS Coordinator's Manual. Future-conditions should include a projected change in land use to determine the change in runoff from current to future, fully developed conditions. Our suggestion will be to include the incremental years of 2040 and 2070 which can be exported from our work on the Vulnerability Assessment.
- (b) The community must have adopted regulatory standards that require onsite management of runoff from all storms up to and including the 25-year event that receive credit under SMR in Section 452. a. The adopted regulatory standards must manage future peak flows so that they do not increase over present values. "All storms" includes at a minimum the 10-year storm in addition to the 25-year event. Management of a 2-year storm is also recommended.

Preparation of Part (a) will include future hydrologic conditions (rainfall, development and redevelopment, and groundwater increase from climate change or other conditions) as well as sea level rise. The hydrologic analysis will include existing and future conditions to determine the timing and volume of peak flows. The hydrologic analysis will allow the Village to identify the amount of retention/detention necessary to prevent runoff increases for developed areas. A large and long duration storm will also be included to allow for compliance with the language reflected in the Addendum to the CRS Coordinator's Manual (2021).

The team will generate GIS digital flooding maps for the Village using the output data from the stormwater model developed. Maps will be developed for the SLR conditions simulated. As part of the mapping, wetland areas or other natural open space areas to be preserved from development will be identified and our previous work for the County on the SLAMM habitat modeling will assist in this effort.

During the project, the team will submit preliminary data to the Village for a courtesy review to identify any areas where the project needs to focus on or modify. This may also be a point of coordination with ISO as well as the LMS Working Group.

A Watershed Management Plan report will be developed to be submitted for CRS Activity 452. b credit. Model results and generated flood maps will be part of the report. Project recommendations (i. e. , mitigation options) that comply with the WMP criteria will be added to the report. For any required Village regulatory/code modifications, the team will work with Village staff to develop the revised code.

The report will include the required information for WMP1, WMP2, and WMP7, such as:

- Discussion of the model development process.
- Evaluation of future conditions for multiple storm events under 2040, 2070, and 2100 SLR (2040 and 2070 are being added to comply with the requirements of Resilient Florida and to assist the Village with a subsequent Vulnerability Assessment Update).
- Discussion of current Village regulatory standards.
- Discussion of changes to Village regulatory standards/codes required to meet WMP1, WMP2, and WMP7 criteria. This section will include the approved regulatory language.
- Description of mitigation options to minimize impacts from SLR.
- Backup data.

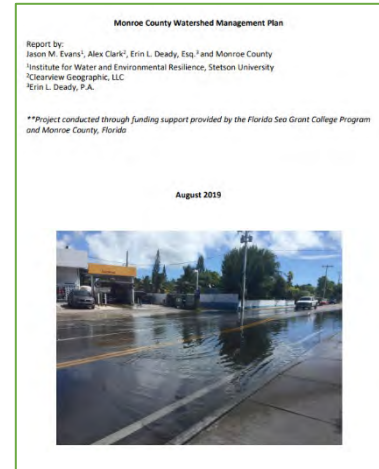


Other optional components of Watershed Management Plans per the CRS criteria will also be discussed throughout the development of the plan, for example, funding sources. Such optional components could yield a higher score for the Watershed Management Plan. The team will provide a draft report to the Village and incorporate any comments. Comments from the CRS courtesy reviews, if any, will also be incorporated.

b) Examples of Completed Similar Projects

Monroe County Watershed Management Plan (2019)

From January 25, 2017-August 6, 2019, during the work that Lori Lehr, Inc. was performing for Monroe County related to CRS Class certification, the County received a National Oceanic and Atmospheric Administration grant (written by Erin L. Deady and Dr. Jason Evans) to develop a Watershed Management Plan pursuant to Activity 452. b in the CRS program using the sea level rise criteria. A Final Watershed Management Plan was presented to the Monroe County Board of County Commissioners in 2019. The project was challenging because it was the first instance in Florida where a local government had undertaken a Watershed Management Plan under CRS utilizing new criteria related to sea level rise. There was extensive coordination with ISO/CRS led by Lori Lehr and supported by Erin Deady. The scope of the modeling that needed to occur, scenarios for sea level rise and extent of stormwater infrastructure analyzed were all points of discussion with ISO and the analysis was led by Dr. Jason Evans and Alex Zelensky. Field data was collected to resolve issues of key structures to model. Since the project was grant funded, there was no room for cost overruns and the budget was met on time for the County to incorporate the plan into its efforts to increase its Class score from a 5 to a 3, over performing on the County's original goal to secure a Class 4 rating. This was the first such project approved by ISO in the State of Florida and only the 2nd nationally to develop and receive approval for an Activity 452. b Watershed Management Plan.

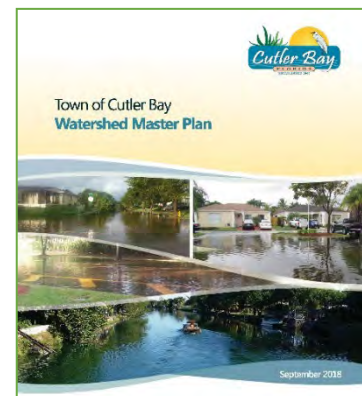


Cutler Bay Watershed Master Plan, Stormwater Manual and Stormwater Regulations

WSP recently prepared a Watershed Master Plan, Stormwater Manual and Stormwater Regulations for the Town of Cutler Bay, FL. The development of the plan, manual and regulations was twofold. First, the Town did not have a stormwater manual and stormwater regulations and second, the Town did not have a CRS compliant watershed master plan which was necessary to lower their classification to 4.

The Town's new Watershed Master Plan examines and provides a comparison of pre- and post-development peak flows on the watershed level as well as the individual basin level for all undeveloped parcels one acre or larger. One acre was chosen to coincide with the minimum size parcel the Town would regulate for stormwater.

In total, the master plan provides detailed analyses for 18 sub-basins. Based on current and future land use and zoning for each parcel, WSP estimated the potential increase in impervious surface for each parcel and modeled the effect on post-development stormwater runoff. The plan also incorporates a Level of Service analysis to ensure that the Town can effectively regulate any stormwater impacts of development on each parcel. For the 25-year and 100-year storms, WSP routed post-development hydrographs through a detention basin to size an overflow structure to control post-development discharges at or below pre-development rates.





WSP also assisted the Town by drafting a stormwater ordinance. This ordinance is the first for the Town and requires that the Town manage the 25-year design storm at a minimum, requires the Town to apply these regulations to all parcels of 1 acre or larger or those with 10,000 sq. ft. of impervious surface and requires detailed inspections of all private stormwater facilities annually.

To support the Town's goal of implementing green infrastructure and Low Impact Development projects, WSP also prepared a Stormwater Manual detailing design specification for select stormwater Best Management Practices. The manual is targeted at developers to assist them in their site-design process to meet post-construction stormwater requirements.

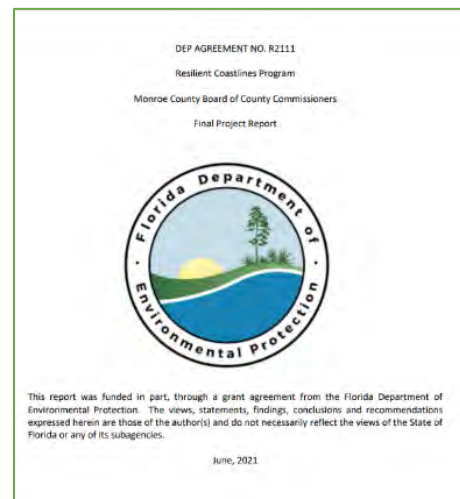
This manual sets 7 different LID techniques that can be implemented on either one of the 18 sub-basins or any parcel 1 acre or larger that is redeveloped. The Town's stormwater regulations require that a developer must implement at least one of these LID techniques before a permanent BMP can be installed on a site.

Monroe County Vulnerability Assessment and Adaptation Action Areas

In 2015, Erin L. Deady, P. A. with Dr. Jason Evans led the development of the first Sustainability Action Plan for the County, and it included an Appendix on sea level rise vulnerability. From 2020-2021, Erin L. Deady, P. A. and Clearview Geographic led the development of an update to the County's 2015 Vulnerability Assessment and developed policy language and maps for the establishment of Adaptation Action Areas (maps and Comprehensive Plan language). The work was funded by a Resilient Florida grant authored by Erin L. Deady, P. A. The work was conducted prior to the Resilient Florida program being enacted in Section 380. 093, F. S. but bridged the gap between previous work conducted in 2015 and final work about to launch to bring the final work product into compliance with Section 380. 093(3), F. S. vulnerability assessment criteria. The work included creating an asset inventory and modeling and mapping to support a graphical depiction of flood risk for the unincorporated County. WSP was on the project team as well to help coordinate existing data sources with that available through the canal program among other project tasks.

A HAZUS Coastal Flooding Assessment under Current and Future Conditions for the Village of Islamorada

Contemporaneous to work being conducted Erin L. Deady, P. A. and Dr. Jason Evans for Monroe County on the Watershed Management Plan, an analysis was being conducted for a similar scope related to climate vulnerability pursuant to the NOAA grant. A HAZUS Coastal Flooding Assessment under Current and Future Conditions for the Village of Islamorada was produced by Dr. Jason Evans and Alex Zelensky in September 2019. describes the results of an assessment of current and future flooding risks for public infrastructure and private property within the Village of Islamorada, Florida. The assessment utilized the Multi-Hazard Loss Estimation Methodology (HAZUS), a standardized hazards modeling software developed by Federal Emergency Management Agency tool for the purpose of estimating potential losses from disasters including earthquakes, winds, and floods. The





HAZUS coastal flood model was run for several scenarios to develop multiple estimates of potential losses in the Village of Islamorada for a 100-year storm surge event. These scenarios included a “base case” storm surge under current sea level conditions and multiple scenarios simulating how losses for a similar storm surge event would be exacerbated by projected increments of future sea-level rise. Damage assessments for public infrastructure were developed using precise building footprint location data and, where available, finished floor elevation data from Elevation Certificate surveys.

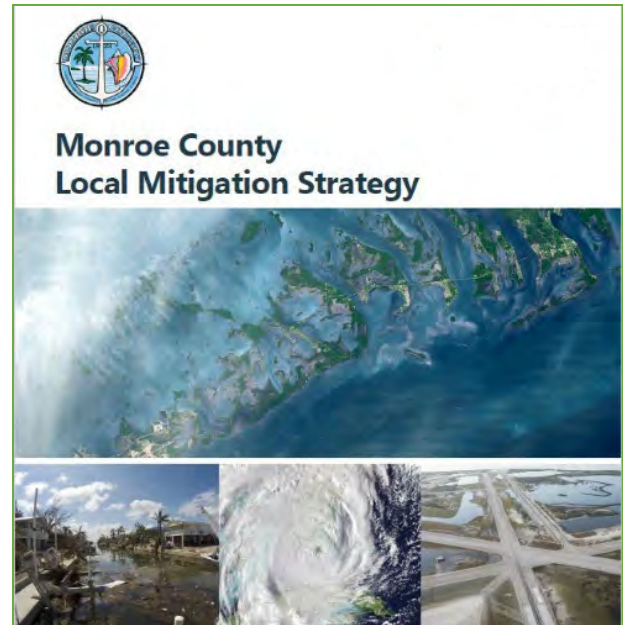
Monroe County Multi-Jurisdictional Local Mitigation Strategy Update

WSP worked with Monroe County, Florida to complete the 2020 update of the County’s Multi-Jurisdictional Local Mitigation Strategy (LMS). The plan has been developed to meet DMA local mitigation planning requirements, FDEM additional review requirements, and the more robust 10-Step planning process of the National Flood Insurance Program’s Community Rating System (CRS). This approach means that the LMS will maximize credit under Activity 510 Floodplain Management Planning of the CRS program, which helps the CRS participant communities to maintain and/or achieve greater CRS Class ratings, which provides flood insurance premium reductions to all policyholders in those communities.

The LMS includes all relevant natural and technological or human- caused hazards from the State Hazard Mitigation Plan and the previous local mitigation strategy. The LMS focuses on the unique geographic nature of Monroe County that makes it particularly susceptible to coastal hazards such as hurricanes, storm surge, flooding, and sea level rise.

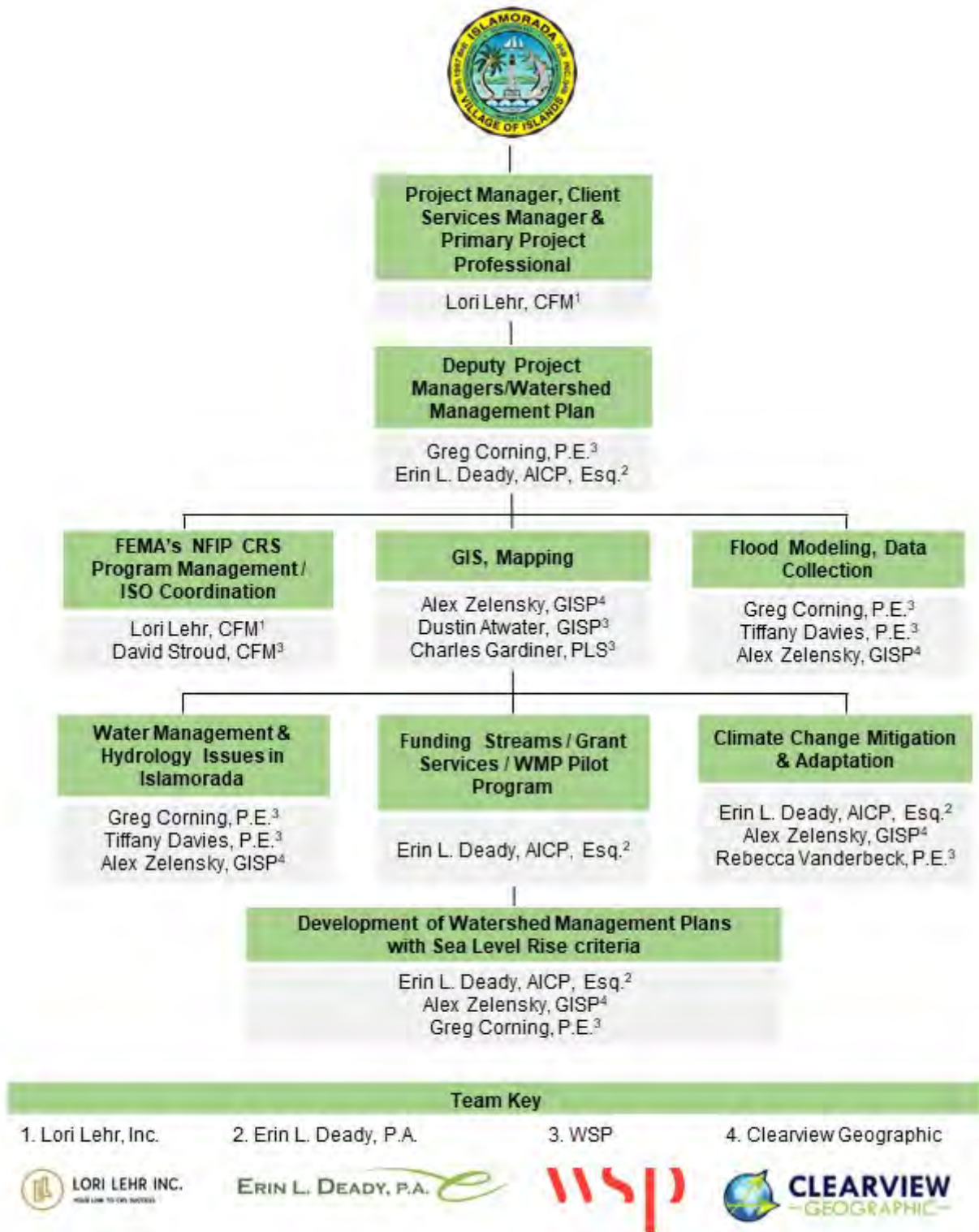
To support improved communication across the committee and increase public outreach opportunities, WSP developed a plan website containing a variety of information and tools to support the planning process, including:

- Descriptions of identified hazards for public education
- Access to a public survey for public and stakeholder input
- Presentations, agendas, minutes from committee and public meetings
- Draft plan sections and documents for committee and public review
- Resources to support the plan development, such as the FEMA Mitigation Ideas publication
- Ability to submit comments to the WSP Team





c) Project Team Organizational Chart



Tab 4 Project Staffing





Tab 4: Project Staffing

Firm Name	Personnel	Yrs of Exp.	Qualifications
Lori Lehr, Inc.	Lori Lehr, CFM	25	- Florida Floodplain Managers Association Community Rating System/Insurance Committee Chair - National Trainer for the Community Rating System
WSP	Gregory Corning, PE	18	Professional Engineer, Florida No. 79293
WSP	David A. Stroud, CFM	32	Certified Floodplain Manager, NC, US-00-00065
WSP	Dustin Atwater, GISP	20	- Geographic Information Systems Professional No. 91642 - FDEP Stormwater Erosion and Sedimentation Control Inspector, Florida No. 25050
WSP	Charles B. Gardiner, PLS, CFEDS	41	Professional Land Surveyor, Florida No. LS5046
WSP	Tiffany Davies, PE	20	Professional Engineer, Florida No. 68370
WSP	Rebecca Vanderbeck, PE	22	Professional Engineer, Florida No. 64804
Erin L. Deady, P. A.	Erin L. Deady, Esquire, AICP	28	- Florida Bar No. 367310 - AICP, American Institute of Certified Planners
Clearview Geographic	Alex Zelenski, GISP	9	GISCI, Geographic Information Systems Professional
Clearview Geographic	Jason Evans, Ph. D.	13	Ph. D. Interdisciplinary Ecology, with Area of Concentration in Environmental Engineering Sciences
Clearview Geographic	Austin Gootee	4	B. B. A. Business Systems and Analytics – Stetson University, 2020

Tab 5 Contractor References





Tab 5: Contractor References

	Reference 1	Reference 2	Reference 3
<i>Name of Agency</i>	Monroe County	Monroe County	Monroe County
<i>Agency Contact</i>	Christine Hurley	Jeff Manning	Rhonda Haag
<i>Contact Telephone</i>	(305) 295-5180	(305) 289-6325	(305) 395-9928
<i>Email Address</i>	hurley-christine@monroecounty-fl.gov	manning-jeff@monroecountyfl.gov	Haag-Rhonda@MonroeCounty-FL.Gov
<i>Name of Project</i>	Monroe County CRS Implementation	Multi-Jurisdictional Local Mitigation Strategy Update	Monroe County Watershed Management Plan for CRS
<i>Project Description</i>	Assisted the County with implementing programs and policies necessary to join the CRS program in 2016 as a CRS Class 6. Continued to work with the County to achieve a CRS Class 3 in 2022. Projects were implemented in nearly every Activity in the CRS program including a Program for Public Information, Local Mitigation Strategy, Repetitive Loss Analysis, Watershed Management Planning, Drainage Maintenance program, and Emergency Management outreach.	WSP worked with Monroe County, Florida to complete the 2020 update of the County's Multi-Jurisdictional Local Mitigation Strategy (LMS). The plan was developed to meet DMA local mitigation planning requirements, FDEM additional review requirements, and the more robust 10-Step planning process of the National Flood Insurance Program's Community Rating System (CRS). This approach means that the LMS will maximize credit under Activity 510 Floodplain Management Planning of the CRS program, which helps the CRS participant communities to maintain and/or achieve greater CRS Class ratings, which provides flood insurance premium reductions to all policyholders in those communities.	Under a Federal NOAA Grant, Erin L. Deady, P. A. developed a Watershed Management Plan complying with all CRS criteria. Lori Lehr, Inc. assisted with drafting the Watershed Management Plan and led all discussions with ISO on its scope to ensure that it will be accepted in compliance with the requirements of the CRS Coordinator's Manual. Technical work (including field work) included the development of stormwater structure elevation data and modeling under various flooding and sea level rise scenarios. The Watershed Management Plan was part of a multi-prong strategy led by Lori Lehr, Inc. to move the County from a 5 to 4 Class Rating. The County collected more points than anticipated and ultimately received



	Reference 1	Reference 2	Reference 3
			a Class 3 CRS designation with the Watershed Management Plan as part of that effort.
<i>Project Address/Location</i>	Monroe County Murray Nelson Government Center 102050 Overseas Highway Key Largo, FL 33037	Monroe County 405 N Roosevelt Blvd. Key West, FL, 33040	Monroe County Murray Nelson Government Center 102050 Overseas Highway Key Largo, FL 33037
<i>Project Start Date</i>	February 5, 2016	November 2019	January 25, 2017
<i>Project Completion Date</i>	Ongoing	May 2021	August 6, 2019



Tab 6 Cost Proposal





Tab 6: Cost Proposal

The goal of FEMA's CRS program is to assess the flood risk of a community using best available tools, data, and methodologies. This includes capturing multiple types of weather-related scenarios to project and model how various flood risks will affect the community. This project approach document outlines a methodology for the creation of a CRS program compliant watershed management plan.

Some of this work will be completed in conjunction with the Village's Vulnerability Assessment and has already been included within the Monroe County Vulnerability Assessment conducted in 2021 (such as the SLAMM modeling related to habitat). The Vulnerability Assessment for the Resilient Florida program align with further data collection and modeling needed to complete a CRS-compliant Watershed Management Plan. Therefore, this Watershed Management Plan project proposal aligns those efforts as well.

CRS Compliant Watershed Management Plan

To create a CRS compliant Watershed Management Plan in concert with the Village's climate resilience planning effort, the following requirements must be met or exceeded by the proposed modeling approach. Modeling discussed below must be included in the final project report.

- Evaluate impact of future conditions for watershed(s) that drain into the community for multiple storm events (see storm events below) and identify natural drainage system and constructed channels
- Evaluate the future conditions, including NOAA's intermediate-high sea level rise projection for the year 2100 on the local drainage system during multiple rainfall events, including the 100-year rainfall event. This option is for coastal communities with no natural or constructed channels. Guidance on sea level rise projections for CRS purposes can be found in Section 404.
- Evaluate future conditions and long-duration storms, including the impacts of sea level rise and climate change
- Identify wetlands and natural areas and address the protection of natural channels
- Other items for additional credit in watershed management plans as feasible

WMP credit: 90 points (before the impact adjustment) for meeting all credit criteria for WMP must be received – must be received to receive credit for any other items.

Storm events and durations table

Duration (rainfall)	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500 ¹	1000
60-min		X ³		X ³	X ³	X ³	X ³		X ³	
24-hr		X ³		X ^{1 & 2}	X ²	X ^{1 & 2}	X ^{1 & 2}		X ³	
3-day		X ³		X ³	X ³	X ³	X ³		X ³	

X¹ – Required for Section 380. 093, F. S. compliance

X² – Required for CRS WMP compliance

X³ – Recommended for 380. 093, F. S. & CRS WMP standard exceedance

Exhibit "1" to the RFP, **Attachment A [of Grant as Amended for RFP Exhibit] Watershed Master Planning Initiative Islamorada Watershed Management Plan Scope of Work and Budget**, includes two key Tasks:

1. Task 1 – Create Preliminary Project Plan based on Initial Flood Modeling, and Submit Draft



WMP

- a. Task 1. 1: Data collection for structures
- b. Tasks 1. 2 and 1. 3: Preliminary Flood Modeling and Project Plan
2. Task 2 – Revise Draft WMP and Submit Completed WMP

The team is providing the following Cost Proposal to further detail the budgetary breakdown and better capture the team's approach to the scope of services.

CRS Watershed Management Plan Budgeted Tasks	Total
Task 1: Field work and data collection for structures	\$6500
Task 1: Data request to Village	\$3500
Task 1: Identification of wetlands and natural areas, natural drainage systems and man-made channeling	\$3500
Task 2: Preliminary Scope of Work- Gap Analysis and Model Approach Memorandum	\$9000
Task 3: Crosswalk previous Village datasets and work with new data including the County's 2021 Vulnerability Assessment, updated structure information, coordination on Countywide Roads and Stormwater Plan and other Vulnerability Assessment process	\$10,500
Task 4: Preprocessing for Structure Impact Modeling	\$10,500
Task 4: Impact Modeling	\$80,970
Task 5: Coordination with ISO on Model Parameters and WMP Discussion	\$12,000
Task 5: Project Management and Coordination	\$15,875
Task 6: Watershed Management Plan Document Development (including layout and graphics)	\$44,000
Task 6: Identification of areas of special concern (Priority Planning Areas) + Corresponding policy review	\$11,000
Task 6: Development of mitigation strategies for minimizing or mitigating flood risk in areas of special concern + implementation / funding	\$13,000
Task 7: Coordination on document adoption as annex to LMS	\$4,000
Task 7: Presentation to Village Council	\$7,000
Task 7: Story Map with Watershed Management Plan information	\$8,750

Total: \$240,095

- This cost proposal remains in effect for ninety (90) days
- The 75% federal share of the award = \$180,071. 25 and the Village's share = 25% or \$60,023. 75

Tab 7 Timeline





Tab 7: Timeline

Project Major Tasks	Quarter 1 (Feb. – April)	Quarter 2 (May – July)	Quarter 3 (Aug. – Oct.)	Quarter 4 (Nov. – Jan.)
Data Collection for structures				
Preliminary Flood Modeling				
Project Plan				
Revise Draft WMP and Submit Completed WMP				

The team will submit all deliverables for each task to the Village's Grant Manager on or before the Task Due Date listed in the Project Timeline. According to Exhibit "1", the project will be completed no later than 12 months after the beginning of the Period of Performance. The performance period of the Grant Agreement ends on September 30, 2023, according to the current Grant Agreement. The Village acknowledged that all activities to complete the WMP cannot be achieved by that date in its back up to the Resolution approving the subaward and Grant Agreement with FDEM.

Please note that the team is aware that the State of Florida has requested an extension on the use of the federal HMGP funds (DR-4337-004-P) that may impact the timeline. The Federally funded Subaward and Grant Agreement (the "Grant Agreement") was transmitted for approval and execution on October 18, 2022, with direction that the Agreement must be fully executed by both parties within sixty (60) days which occurred at the November 17, 2022 Village Council meeting.



Tab 8 Insurance





Tab 8: Insurance

Upon selection Lori Lehr, Inc. will provide all necessary insurance coverage as indicated in the RFQ. within fifteen (15) days after award of contract The firm will provide certificates of insurance with the Village Council listed as additional insured. The policies will be written by companies licensed to do business in the State of Florida and having an agent for service of process in the State of Florida.



Tab 9 State and Local Authorization to Transact Business





Tab 9: State and Local Authorization to Transact Business

State of Florida Department of State

I certify from the records of this office that LORI LEHR, INC. is a corporation organized under the laws of the State of Florida, filed on February 8, 2016, effective February 8, 2016.

The document number of this corporation is P16000012916.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 4, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourth day of January, 2023*




Secretary of State

Tracking Number: 1676729250CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



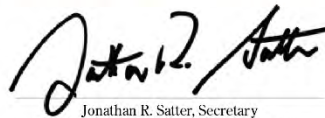
2022 - 2023 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT		EXPIRES SEPTEMBER 30, 2023		<table border="1"><tr><td>ACCOUNT NO.</td></tr><tr><td>52932</td></tr><tr><td>RENEWAL</td></tr></table>		ACCOUNT NO.	52932	RENEWAL
ACCOUNT NO.								
52932								
RENEWAL								
OCC. CODE 280.000111 PUBLIC SERVICE		1 Employees		Receipt Fee 22.00				
				Hazardous Waste Surcharge 0.00				
				Law Library Fee 0.00				
2022 - 2023								
BUSINESS LORI LEHR INC. 3441 PITTMAN ROAD DOVER, FL 33527								
NAME LORI LEHR INC. C/O: LORI LEHR MAILING 3441 PITTMAN ROAD ADDRESS DOVER, FL 33527		Paid 21-0-503707 07/14/2022 22.00						
BUSINESS TAX RECEIPT		NANCY C MILLAN, TAX COLLECTOR 813-635-6200						
HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON		THIS BECOMES A TAX RECEIPT WHEN VALIDATED.						

State of Florida

Woman Business Certification

Lori Lehr Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
10/04/2021 to 10/04/2023


Jonathan R. Satter, Secretary
Florida Department of Management Services



Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd



Tab 10 Contract Terms





Tab 10: Contract Terms

SUSPENSION AND DEBARMENT

Sign and Submit

12. SUSPENSION AND DEBARMENT

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

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

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

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

Signature of Authorized Certifying Official

Name and Title of Authorized Certifying Official

Date

**APPENDIX A, 44 C. F. R. PART 18 – CERTIFICATION REGARDING LOBBYING****Sign and Submit****APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Authorized Certifying Official

Name and Title of Authorized Certifying Official

Date



ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS PROPOSAL COMPONENT

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Lori Lehr, Inc.
901 Walden Pond Drive,
Plant City, Florida, 33563





Council Communication

To: Mayor and Village Council
From: Maria Bassett, Finance Director
Date: February 9, 2023
SUBJECT: **Resolution Approving Engagement of GSG for FY 23-24 Assessment Consultant Services - TAB 4**

Background:

Islamorada, Village of Islands (the "Village"), has implemented several non-ad valorem assessment programs to fund costs related to residential solid waste collection, stormwater services and capital projects, and wastewater infrastructure capital projects. Currently, there is one (1) annual assessment for solid waste, one (1) annual assessment for stormwater, and five (5) annual assessments for wastewater (North Plantation Key, North Plantation Key Supplemental, Woods Corner, Remaining Service Area Phase One and Remaining Service Area Phase Two).

For each of these existing assessments, the Village contracted with Government Services Group, Inc. ("GSG") to prepare the initial and final assessment resolutions imposing the original assessments. GSG has also acted as the Village's assessment consultant and has been responsible for updating the assessment roll each year and for providing the assessment roll to the Monroe County Tax Collector's Office for the continued inclusion of these non-ad valorem assessments on annual property tax bills.

Analysis:

Each year, the existing assessment rolls must be updated and re-adopted to incorporate changes of ownership, building improvements and assessment pre-payments and payoffs during the previous year. The attached resolution re-engages GSG to perform the tasks necessary to update the Village's Fiscal Year 2023-2024 non-ad valorem assessment tax rolls and to deliver them to the Monroe County Tax Collector in September 2023, for the November 2023 real estate tax bills. This resolution approves only the engagements necessary to update and transmit the above-described existing non-ad valorem assessments that have been previously adopted. The scope of work proposed for approval by this resolution does not include any new assessments or major changes to existing programs.

The attached resolution also provides for a waiver of competitive bidding for these services pursuant to Sections 2-328(1) and 2-328(3) of the Village's Code of Ordinances. Section 2-328(1) states that the requirements of subsection 2-327(c)(4), which provides competitive bidding guidelines, may be waived by the Village Council, and Section 2-328(3) allows for waiver of competitive bidding:

When only one vendor possesses the unique and singularly available capability to meet the requirements of the solicitation, such as technical qualifications, ability to deliver at a particular time, or services from a public utility.

GSG has been the Village's assessment consultant since incorporation and is uniquely qualified to continue to support this effort. GSG has also been the contracted assessment consultant for Monroe County, the City of Marathon, the City of Key West and the Key Largo Wastewater Treatment District. The dollar value of the time it would take another contractor to reach the same level of service is immeasurable, and staff believe that the direct and indirect costs of transitioning to a new contractor would outweigh cost savings, if any. Even if a new service provider were to be selected by the Council, GSG would need to be consulted

frequently for historical information due to GSG's institutional knowledge relating to the Village's assessment programs. The expertise of GSG with regard to assessment consulting services in the Florida Keys (especially with regard to wastewater assessments), the immediate responsiveness and high level of experience of GSG personnel, the consultant's knowledge of Florida Statutes relating to establishing and maintaining non-ad valorem assessments, and the consultant's institutional knowledge specific to the Village of Islamorada, supports a waiver of competitive bidding pursuant to Section 2-328(3) of the Village Code.

Per the schedules attached to each engagement outlined in Exhibit "A" to the resolution, initial assessment resolutions and the mailing of first-class notices to affected property owners, if required, would take place in July 2023. Public hearings will be held to adopt the final assessment resolutions and tax rolls in August 2023 and September 2023.

Budget Impact:

The attached resolution approves a total of \$37,250.00 in costs for updating and transmitting the Village's seven (7) existing non-ad valorem assessment rolls. The proposed fees reflect no increase from the prior fiscal year and are the same rates GSG has charged the Village for the past six (6) years. The Village included amounts in its FY 2022-2023 Professional Fees expense budget in the funds indicated to cover the following assessment-related costs broken down by fund:

- Solid Waste Special Revenue Fund - \$6,000.00
- Stormwater Enterprise Fund - \$6,500.00
- Wastewater Utility Enterprise Fund - \$24,750.00

Staff Impact:

Village staff primarily in the Finance Department would continue to work with GSG to provide the required information for updates to all the non-ad valorem assessment rolls.

Recommendation:

It is recommended that the Village Council approve and adopt the attached resolution and thereby authorize the Village Manager to execute the agreements with GSG necessary to update and transmit the existing non-ad valorem assessment rolls to the Monroe County Tax Collector in September 2023.

- Attachments:**
1. Reso_FY23-24_GSG Assmt Svcs_020923 RVCM
 2. Ex A to Reso_Islamorada Annual Proposal FY 23-24

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING THE LETTERS OF AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF ISLANDS, AND GOVERNMENT SERVICES GROUP, INC., FOR SPECIALIZED PROFESSIONAL SERVICES RELATED TO THE MAINTENANCE OF NON-AD VALOREM ASSESSMENT PROGRAMS FOR WASTEWATER, STORMWATER AND SOLID WASTE COLLECTION SERVICES FOR FISCAL YEAR 2023-2024; APPROVING THE WAIVER OF COMPETITIVE BIDDING; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, since 1999, Islamorada, Village of Islands (the "Village"), has utilized the services of Government Services Group, Inc. ("GSG"), for specialized professional services related to collection of Non-Ad Valorem Assessments; and

WHEREAS, GSG has been the Village's assessment consultant since incorporation, and as the contracted assessment consultant for Monroe County, the City of Marathon, the City of Key West, and the Key Largo Wastewater Treatment District, GSG is uniquely qualified to continue to provide assessment consultant services to the Village; and

WHEREAS, GSG has prepared Letters of Agreement (the "Agreements") for the provision of specialized professional services to the Village for the maintenance of existing Non-Ad Valorem Assessment programs for Wastewater Improvements, Stormwater Improvements and Solid Waste Collection Services (the "Assessment Programs") for Fiscal Year 2023-2024; and

WHEREAS, GSG desires to provide the specialized professional services as set forth in the Agreements attached in Exhibit "A" hereto; and

WHEREAS, the Village Council finds that the specialized professional services provided by GSG will assist the Village with maintenance of the Assessment Programs for Fiscal Year 2023-2024; and

WHEREAS, the Village Council finds that the waiver of competitive bidding for these services is in the best interest of the Village.

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

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

Section 2. Approval of Agreements. The Village Council of Islamorada, Village of Islands hereby approves the Agreements between the Village and GSG for specialized professional services related to the maintenance of Non-Ad Valorem Assessment Programs for Wastewater Improvements, Stormwater Improvements and Solid Waste Collection Services for Fiscal Year 2023-2024, as set forth in Exhibit "A" attached hereto.

Section 3. Waiver of Purchasing Provisions. In accordance with Sections 2-328(1) and 2-328(3) of the Village Code, the Village Council hereby approves the waiver of competitive bidding to utilize the services of GSG.

Section 4. Authorization of Fund Expenditure. The Village Manager is hereby authorized to expend budgeted funds for the services set forth in the Agreements.

Section 5. Execution of Agreements. The Village Manager is hereby authorized to execute the Agreements set forth in Exhibit "A" attached hereto, and to execute any necessary extensions and/or amendments to the Agreements.

October 26, 2022

Via Electronic Transmission

Ms. Maria T. Bassett
Finance Director
Islamorada, Village of Islands
86800 Overseas Hwy, 3rd Floor
Islamorada, FL 33036

Re: Village of Islamorada Assessment Programs: Continuing Services

Dear Ms. Bassett,

This correspondence is written to present a scope of services and fees for Government Services Group, Inc. (GSG) to provide specialized assistance to the Village of Islamorada (Village) and its staff in the ongoing maintenance of the following assessment programs:

1. Solid Waste assessment program (Appendix A)
2. Stormwater assessment program (Appendix B)
3. Wastewater assessment programs (Appendix C)
 - North Plantation Key wastewater assessment program
 - North Plantation Key Supplemental wastewater assessment program
 - Woods Corner wastewater assessment program
 - Remaining Service Areas Phase One wastewater assessment program
 - Remaining Service Areas Phase Two wastewater assessment program

I have enclosed as Appendices A through C, the proposed scope of services, fees, deliverables and payment schedules to assist the Village of Islamorada in the annual maintenance of all seven assessment programs for Fiscal Year 2023-24.

**Corporate
Headquarters**

1500 Mahan Drive, Suite 250
Tallahassee, Florida 32308
T 850-681-3717 | F 850-224-7206
Toll-Free 866-896-4747

**Longwood
Office**

280 Wekiva Springs Road
Protegrity Plaza, Suite 2070
Longwood, Florida 32779
T 407-629-6900 | F 407-629-6963

The following table provides a summary of the fees for each program and payment schedule:

	January Payment (25%)	March Payment (25%)	June Payment (25%)	September Payment (25%)	Total Payment
Solid Waste	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$6,000.00
Stormwater	\$1,625.00	\$1,625.00	\$1,625.00	\$1,625.00	\$6,500.00
North Plantation Key	\$1,875.00	\$1,875.00	\$1,875.00	\$1,875.00	\$7,500.00
North Plantation Key Supplemental				\$500.00 (1)	\$500.00
Woods Corner				\$750.00 (1)	\$750.00
Remaining Service Areas Phase One	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$8,000.00
Remaining Service Areas Phase Two	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$8,000.00
Total	\$9,000.00	\$9,000.00	\$9,000.00	\$10,250.00	\$37,250.00

(1) Sept only payment

Please review the attached appendices; and upon review and satisfactory determination, please sign where indicated on each appendix to acknowledge acceptance of the scope of services and to serve as proper notice to proceed. Upon execution, please provide us with a signed copy for our files.

If you have any questions, please do not hesitate to contact me. We look forward to working with the Village of Islamorada again this year.

Sincerely,



Sandi Neubarth
Assistant Director, Government Services Division

Attachments

Appendix A

ANNUAL SOLID WASTE ASSESSMENT PROGRAM FISCAL YEAR 2023-24

Scope of Services

- Task 1: Base Retainer Services for Current Fiscal Year Assessment Program** Upon notice to proceed, GSG will be retained to administer the current fiscal year assessment program and maintain the assessment roll database. Such retainer services will include GSG's availability to respond to requests for information or assistance from Village staff regarding all aspects of the current assessment program. In addition, GSG will prepare the critical events schedule for the upcoming fiscal year to ensure adherence to statutory deadlines and will maintain the current fiscal year database in a manner that ensures data availability to specific requests.
- Task 2: Update the Preliminary Assessment Roll** GSG will import updated Property Appraiser data to construct the preliminary annual assessment roll for the assessment program. Corrections from the Village will be applied to the updated data. GSG will then create the assessment roll by programmatically applying the business rules to the data and extending the rates to the affected tax parcels according to the methodology.
- Task 3: Pro-Forma Rate Scenarios** At the request of the Village, GSG will provide rate scenarios to assist in budget analyses and assessment program planning.
- Task 4: Final Rates** GSG will calculate/confirm the proforma schedule of rates based on the apportionment methodology and revenue requirements for the assessment program.
- Task 5: Review Preliminary and Annual Assessment Resolutions** GSG will review the implementing assessment resolutions prepared by the Village attorney.
- Task 6: Implementation** Advise and assist with the requirements for the adoption of the annual assessment rate resolution and certification of the assessment roll in accordance with section 197.3632, Florida Statutes, including:
- (a) Produce Notice Roll** After verification of final rates for the assessment program, GSG will create the notice roll by applying the rates to the assessment roll.
 - (b) Development and Distribution of First Class Notices** Assist the Village in developing the first class notice and its distribution to any affected property owners.
- Task 7: Create Final Assessment Roll** GSG will update the assessment roll with any corrections received from the Village. Final rates will be verified and extended to the updated data in order to create the final assessment roll. The final roll will be provided to the Village.
- Task 8: Certify, Export and Transmit the Final Assessment Roll in Conformance with Uniform Method** Using the final assessment roll, GSG will prepare export files on compatible electronic medium capable of merger with the ad valorem tax roll files and will transmit the file to the Tax Collector in the prescribed format.

FEES AND COSTS

The annual fee for GSG to provide the professional services described in the proposed Scope of Services will be \$6,000. This fee includes reimbursement for all out-of-pocket expenses except as noted below.

The fee for professional services does not include any on-site visits by GSG staff to the Village. Any on-site visits may be arranged at the hourly rates provided below. All expenses related to additional meetings will be billed in accordance with section 112.061, Florida Statutes. If necessary, in lieu of on-site visits, periodic telephone conference calls may be scheduled to discuss project status.

The standard hourly rates for GSG are as follows:

GOVERNMENT SERVICES GROUP, INC.

Senior Advisor	\$285
Vice President/Managing Director	\$285
Assistant Director	\$235
Project Manager/Project Coordinator	\$185
Database Analyst/Technical Services.....	\$150
Lead Project Analyst.....	\$100
Project Analyst	\$ 90
Administrative Support.....	\$ 75

The lump sum fee **does not include the costs of producing and mailing first class notices, if required.** Mailing and production costs depend on the number of assessable parcels of property within the assessment program area, but average approximately \$1.45 per parcel. Payment of mailing and production costs is due at the time of adoption of the initial assessment resolution or like document. For non-domestic notices, mailing charges will include the actual amount of postage beyond the domestic rate. Should U.S. postage rates increase prior to mailing, the additional postage per notice will be charged.

The Village is responsible for any costs incurred to obtain information from the property appraiser or other public officials that is necessary for the assessment program.

The Village is responsible for working with the Property Appraiser to obtain the necessary information for properties with exempt “home addresses” pursuant to Section 119.071, Florida Statutes.

The Village is responsible for any and all newspaper publications, including, but not limited to, making arrangements for publications and any costs associated therewith.

Please note that GSG works with the premise of developing and implementing assessment programs with an eye on potential legal challenges in an attempt to maximize both the efficiency and the effectiveness of any defense. Nonetheless, the fees outlined above for professional services do not include any provision for litigation defense. Accordingly, in the event there is a legal challenge, GSG would be available, on an hourly basis, to assist the Village in its defense.

SCHEDULE OF PROJECT DELIVERABLES (FISCAL YEAR 2023-24)

Event	Schedule
Notice to Proceed	November 2022
Village Determines Net Revenue Requirements	April
Update Assessment Roll	May - June
Calculate/Confirm Annual Assessment Rates	June - July
Preliminary Rate Resolution	June - July
First Class Notices	July – August
Annual Rate Resolution	July – August
Certify Assessment Roll	By September 15 th

PAYMENT SCHEDULE

The annual fee for professional services will be due and payable, based on the following schedule:

Payment Due	Percent of Total	Amount Due
January	25% of professional services fee	\$1,500.00
March	25% of professional services fee	\$1,500.00
June	25% of professional services fee	\$1,500.00
September	25% of professional services fee	\$1,500.00
Total		\$6,000.00

SOLID WASTE ASSESSMENT PROGRAM - ACCEPTED AND AGREED TO FOR FISCAL YEAR 2023-24:

BY _____ DATE _____
VILLAGE OF ISLAMORADA

Appendix B

ANNUAL STORMWATER ASSESSMENT PROGRAM FISCAL YEAR 2023-24

Scope of Services

- Task 1: Base Retainer Services for Current Fiscal Year Assessment Program** Upon notice to proceed, GSG will be retained to administer the current fiscal year assessment program and maintain the assessment roll database. Such retainer services will include GSG's availability to respond to requests for information or assistance from Village staff regarding all aspects of the current assessment program. In addition, GSG will prepare the critical events schedule for the upcoming fiscal year to ensure adherence to statutory deadlines and will maintain the current fiscal year database in a manner that ensures data availability to specific requests.
- Task 2: Update the Preliminary Assessment Roll** GSG will import updated Property Appraiser data to construct the preliminary annual assessment roll for the assessment program. Corrections from the Village will be applied to the updated data. GSG will then create the assessment roll by programmatically applying the business rules to the data and extending the rates to the affected tax parcels according to the methodology.
- Task 3: Pro-Forma Rate Scenarios** At the request of the Village, GSG will provide rate scenarios to assist in budget analyses and assessment program planning.
- Task 4: Final Rates** GSG will calculate/confirm the proforma schedule of rates based on the apportionment methodology and revenue requirements for the assessment program.
- Task 5: Review Annual Assessment Resolution** GSG will review the implementing assessment resolution prepared by the Village attorney.
- Task 6: Implementation** Advise and assist with the requirements for the adoption of the annual assessment rate resolution and certification of the assessment roll in accordance with section 197.3632, Florida Statutes, including:
- (a) Produce Notice Roll** After verification of final rates for the assessment program, GSG will create the notice roll by applying the rates to the assessment roll.
 - (b) Development and Distribution of First Class Notices** Assist the Village in developing the first class notice and its distribution to any affected property owners.
- Task 7: Create Final Assessment Roll** GSG will update the assessment roll with any corrections received from the Village. Final rates will be verified and extended to the updated data in order to create the final assessment roll. The final roll will be provided to the Village.
- Task 8: Certify, Export and Transmit the Final Assessment Roll in Conformance with Uniform Method** Using the final assessment roll, GSG will prepare export files on compatible electronic medium capable of merger with the ad valorem tax roll files and will transmit the file to the Tax Collector in the prescribed format.

FEES AND COSTS

The annual fee for GSG to provide the professional services described in the proposed Scope of Services will be \$6,500. This fee includes reimbursement for all out-of-pocket expenses except as noted below.

The fee for professional services does not include any on-site visits by GSG staff to the Village. Any on-site visits may be arranged at the hourly rates provided below. All expenses related to additional meetings will be billed in accordance with section 112.061, Florida Statutes. If necessary, in lieu of on-site visits, periodic telephone conference calls may be scheduled to discuss project status.

The standard hourly rates for GSG are as follows:

GOVERNMENT SERVICES GROUP, INC.

Senior Advisor	\$285
Vice President/Managing Director	\$285
Assistant Director	\$235
Project Manager/Project Coordinator	\$185
Database Analyst/Technical Services.....	\$150
Lead Project Analyst.....	\$100
Project Analyst	\$ 90
Administrative Support.....	\$ 75

The lump sum fee does not include the costs of producing and mailing first class notices, if required. Mailing and production costs depend on the number of assessable parcels of property within the assessment program area, but average approximately \$1.45 per parcel. Payment of mailing and production costs is due at the time of adoption of the initial assessment resolution or like document. For non-domestic notices, mailing charges will include the actual amount of postage beyond the domestic rate. Should U.S. postage rates increase prior to mailing, the additional postage per notice will be charged.

The Village is responsible for any costs incurred to obtain information from the property appraiser or other public officials that is necessary for the assessment program.

The Village is responsible for working with the Property Appraiser to obtain the necessary information for properties with exempt “home addresses” pursuant to Section 119.071, Florida Statutes.

The Village is responsible for any and all newspaper publications, including, but not limited to, making arrangements for publications and any costs associated therewith.

Please note that GSG works with the premise of developing and implementing assessment programs with an eye on potential legal challenges in an attempt to maximize both the efficiency and the effectiveness of any defense. Nonetheless, the fees outlined above for professional services do not include any provision for litigation defense. Accordingly, in the event there is a legal challenge, GSG would be available, on an hourly basis, to assist the Village in its defense.

SCHEDULE OF PROJECT DELIVERABLES (FISCAL YEAR 2023-24)

Event	Schedule
Notice to Proceed	November 2022
Village Determines Net Revenue Requirements	April
Update Assessment Roll	May - June
Calculate/Confirm Annual Assessment Rates	June – July
Preliminary Rate Resolution	June – July
First Class Notices	July – August
Annual Rate Resolution	July – August
Certify Assessment Roll	By September 15 th

PAYMENT SCHEDULE

The annual fee for professional services will be due and payable, based on the following schedule:

Payment Due	Percent of Total	Amount Due
January	25% of professional services fee	\$1,625.00
March	25% of professional services fee	\$1,625.00
June	25% of professional services fee	\$1,625.00
September	25% of professional services fee	\$1,625.00
Total		\$6,500.00

STORMWATER ASSESSMENT PROGRAM - ACCEPTED AND AGREED TO FOR FISCAL YEAR 2023-24:

BY _____
VILLAGE OF ISLAMORADA

DATE

Appendix C

ANNUAL WASTEWATER IMPROVEMENT ASSESSMENT PROGRAMS FISCAL YEAR 2023-24

1. North Plantation Key
2. North Plantation Key Supplemental
3. Woods Corner
4. Remaining Service Areas Phase One
5. Remaining Service Areas Phase Two

Scope of Services – Wastewater Assessment Programs

- Task 1: Annual Maintenance of the Assessment Rolls** Provide periodic updates and reconciliations of the certified special assessment rolls. Coordinate and reconcile prepayment amounts with Village staff.
- Task 2: Prepare Annual Assessment Rolls** Update the assessment rolls for use in the recurring annual assessment programs by obtaining new download of ad valorem tax roll information from the Monroe County Property Appraiser's Office and identifying changes to parcels (i.e., splits, combinations and subdivisions).
- Task 3: Calculate Annual Assessment Amounts** Calculate/confirm the annual assessment amounts based on the apportionment methodology and revenue requirements for the assessment programs including the re-amortization of outstanding debt service, if required.
- Task 4: Review Annual Resolutions** Review the annual resolutions prepared by the Village attorney that conform to the wastewater assessment ordinance.
- Task 5: Certify the Annual Assessment Rolls** If required, advise and assist with the legal requirements for the adoption of the final assessment rate resolutions in accordance with section 197.3632, Florida Statutes including the certification of the assessment roll to the Monroe County Tax Collector.
- Task 6: Export Assessment Rolls** Export the annual assessment rolls to the Monroe County Tax Collector.
- Task 7: Compute Prepayment Amounts** Compute the prepayment amounts upon issuance of the non-ad valorem assessment rolls and prepare a prepayment database.

FEES AND COSTS

The annual fees for GSG to provide the professional services for the wastewater assessment programs as described in the proposed Scope of Services will be as follows:

	Total Payment
North Plantation Key	\$7,500.00
North Plantation Key Supplemental	\$500.00
Woods Corner	\$750.00
Remaining Service Areas Phase One	\$8,000.00
Remaining Service Areas Phase Two	\$8,000.00
Total	\$24,750.00

This fee includes reimbursement for all out-of-pocket expenses except as noted below.

The fee for professional services does not include any on-site visits by GSG staff to the Village. Any on-site visits may be arranged at the hourly rates provided below. All expenses related to additional meetings will be billed in accordance with section 112.061, Florida Statutes. If necessary, in lieu of on-site visits, periodic telephone conference calls may be scheduled to discuss project status.

The standard hourly rates for GSG are as follows:

GOVERNMENT SERVICES GROUP, INC.

Senior Advisor	\$285
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Assistant Director	\$235
Project Manager/Project Coordinator	\$185
Database Analyst/Technical Services.....	\$150
Lead Project Analyst.....	\$100
Project Analyst.....	\$ 90
Administrative Support.....	\$ 75

The lump sum fee does not include the costs of producing and mailing first class notices, if required. Mailing and production costs depend on the number of assessable parcels of property within the assessment program area, but average approximately \$1.45 per parcel. Payment of mailing and production costs is due at the time of adoption of the initial assessment resolution or like document. For non-domestic notices, mailing charges will include the actual amount of postage beyond the domestic rate. Should U.S. postage rates increase prior to mailing, the additional postage per notice will be charged.

The Village is responsible for any costs incurred to obtain information from the property appraiser or other public officials that is necessary for the assessment program.

The Village is responsible for working with the Property Appraiser to obtain the necessary information for properties with exempt “home addresses” pursuant to Section 119.071, Florida Statutes.

The Village is responsible for any and all newspaper publications, including, but not limited to, making arrangements for publications and any costs associated therewith.

Please note that GSG works with the premise of developing and implementing assessment programs with an eye on potential legal challenges in an attempt to maximize both the efficiency and the effectiveness of any defense. Nonetheless, the fees outlined above for professional services do not include any provision for litigation defense. Accordingly, in the event there is a legal challenge, GSG would be available, on an hourly basis, to assist the Village in its defense.

SCHEDULE OF PROJECT DELIVERABLES (FISCAL YEAR 2023-24)

Event	Schedule
Notice to Proceed	November 2022
Annual Maintenance of the Assessment Rolls	Periodically
Prepare Annual Assessment Rolls	July - August
Calculate Annual Assessment Amounts	July - August
Annual Rate Resolutions	July – August
Prepayment Period Cutoff	August 1
Certify and Export Annual Assessment Roll	By September 15 th
Compute Prepayment Amounts	September – October

ANNUAL PAYMENT SCHEDULE

The fees for professional services will be due and payable, based on the following schedule:

	January Payment (25%)	March Payment (25%)	June Payment (25%)	September Payment (25%)	Total Payment
North Plantation Key	\$1,875.00	\$1,875.00	\$1,875.00	\$1,875.00	\$7,500.00
North Plantation Key Supplemental				\$500.00 (1)	\$500.00
Woods Corner				\$750.00 (1)	\$750.00
Remaining Service Areas Phase One	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$8,000.00
Remaining Service Areas Phase Two	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$8,000.00
Total	\$5,875.00	\$5,875.00	\$5,875.00	\$7,125.00	\$24,750.00

(1) Sept only payment

WASTEWATER ASSESSMENT PROGRAMS ANNUAL SERVICES- ACCEPTED AND AGREED TO FOR FISCAL YEAR 2023-24:

BY _____
VILLAGE OF ISLAMORADA

DATE



Council Communication

To: Mayor and Village Council
From: Joseph B. Pinder III, Mayor
Date: February 9, 2023
SUBJECT: **Resolution Urging Siting of a Second FKA Reverse Osmosis Plant in or Near Marathon - TAB 5**

Background:

The Florida Keys Aqueduct Authority (the "Authority") was created by special legislation, chapter 76-441, Laws of Florida. The Village has historically cooperated with local governments and the Authority to support essential water services in the Florida Keys. The Florida Keys is served by a 130 mile long transmission line that brings water from Florida City through Key West that is maintained by the Authority. The Authority is building a new reverse osmosis plant set to come online on Stock Island that will benefit Monroe County residents. The Authority is beginning the process of replacing the fifty-year-old transmission line, but it is an expensive and will be a multi-year project, where during this lengthy replacement process, the transmission line is expected to suffer occasional leaks and other maintenance issues. The construction of a second reverse osmosis plant in or near Marathon, Florida would allow the Authority to generate more water locally, which is especially useful during leaks in the transmission line and threats posed during hurricane season. The Village is aware of the Authority's attempts to secure state and federal funding for their necessary water projects to supplement a local share and the siting of additional reverse osmosis plants in the Florida Keys will enhance the health, welfare or safety of residents of the Village of Islands and all of Monroe County.

Analysis:

This is a resolution of support.

Budget Impact:

None

Staff Impact:

None

Recommendation:

Council to adopt this Resolution demonstrating the Village's support of the FKA constructing a second Reverse Osmosis Plant in Marathon.

Attachments: 1. FKA resolution re osmosis plant

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, EXPRESSING THE COUNCIL'S SUPPORT THE EFFORTS OF THE FLORIDA KEYS AQUEDUCT AUTHORITY TO SITUATE A REVERSE OSMOSIS PLANT IN OR NEAR MARATHON, FLORIDA IN THE MIDDLE KEYS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Florida Keys Aqueduct Authority (the "Authority") was created by special legislation, chapter 76-441, Laws of Florida, as amended; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), finds that cooperation among local governments and the Authority is critical for providing essential water services in the Florida Keys; and

WHEREAS, the Village Council finds that the Florida Keys is served by a 130 mile long transmission line that brings water from Florida City through Key West that is maintained by the Authority; and

WHEREAS, a new reverse osmosis plant is set to come online in Stock Island that will benefit Monroe County residents; and

WHEREAS, the Authority is beginning the process of replacing the near fifty year old transmission line, but it is an expensive and years-long endeavor; and

WHEREAS, during the lengthy replacement process the transmission line is sure to suffer occasional leaks; and

WHEREAS, situating a second reverse osmosis plant in or near Marathon, Florida would allow the Authority to generate more water locally, which is especially useful during leaks in the transmission line and threats posed during hurricane season; and

WHEREAS, the Village Council is aware of the Authority's attempts to secure state and federal funding for their necessary water projects to supplement a local share; and

WHEREAS, the siting of additional reverse osmosis plants in the Florida Keys will enhance the health, welfare or safety of residents of the Village of Islands and all of Monroe County.

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

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

Section 2. That the Village Council supports the siting of a reverse osmosis plant in or near Marathon in the Middle Keys.

Section 3. That the Village Council respectfully urges the Florida Legislature and the Governor support the Aqueduct Authority's worthwhile requests for water projects in the Florida Keys.

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

Section 5. **Effective Date.** This Resolution shall take effect immediately upon adoption.

Motion to adopt by _____, seconded by _____.

[Remainder of the page intentionall left blank]

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY



Council Communication

To: Mayor and Village Council
From: Terry Abel, Fire Chief
Date: February 9, 2023
SUBJECT: **Agreement with Florida Keys Aqueduct Authority - TAB 6**

Background:

Within the entire Florida Keys the main potable water distribution system is managed and maintained by the Florida Keys Aqueduct Authority. Historically, the FKAA had few fire hydrants throughout the Keys. This is a critical problem regarding adequate flow for fire suppression. For large incidents in the community, fire departments rely on drafting saltwater from the ocean or bay, which is a very specialized and time-consuming operation, requiring clear access to the saltwater. The alternative use of a fire well requires the same time and labor-intensive operations as drafting from the open water. These fire wells are a temporary measure and are subject to failure due to tide levels, collapsed wells, defects in the well piping, and other problems; and limited flow is available from these wells. The National Uniform Fire Code requires that a fire hydrant be provided for buildings to meet the necessary fire suppression flow as determined by the fire official however the current infrastructure does not provide that needed amount typically. It continues to get better, when the Village first incorporated it had approximately 50 working hydrants and approximately 30 working fire wells. As the Florida Keys Aqueduct upgrades its infrastructure and as development continues in the Village, the FKAA staff and Village Fire Rescue coordinate to increase hydrants throughout the community. The agreement presented here would be the third between FKAA and Islamorada, Village of Islands for maintenance of hydrants.

Analysis:

Over the last several years, pursuant to an agreement with FKAA the Islamorada Fire Chief's Office has been coordinating with the FKAA to install more fire hydrants. As a result, the FKAA currently has 157 hydrants with approximately 20 private hydrants installed within the Village that were installed in accordance with the FKAA's Distribution System Upgrade Plan or through development requiring the installation. The FKAA is requesting a new agreement to provide and improve manageable fire flow protection. This agreement (attached as Exhibit "A" to the proposed Resolution) would establish continued working objectives for improving fire fighting capabilities within the Village by planning, coordinating, installing, and maintaining fire hydrants within the Village. It will also assist the Village in lowering fire protection class ratings, therefore reducing property owners' insurance premiums.

Budget Impact:

The Village would continue to pay the FKAA \$50 per year per public hydrant for service including inspection, maintenance and the furnishing of water to fill firefighting apparatus. The adopted FY 2022-2023 General Fund Fire Rescue Department budget for water expenses

includes sufficient funds to cover the anticipated FY 2022-2023 costs.
Costs for future years will continue to be included in the General Fund budget.

Staff Impact:

Staff would continue to coordinate with the FCAA for the installation of recommended fire hydrants in the Village and notify them if any maintenance is required throughout duration of the agreement.

Recommendation:

It is recommended that the Islamorada Village Council approve the resolution to enter into the Agreement with the Florida Keys Aqueduct Authority for continued installation and maintenance of fire hydrants.

Attachments:

1. Attachment "A " Agreement with Aqueduct Authority for Fire Hydrants
2. Resolution 2023 FCAA_Hydrant_Agreement

**AGREEMENT BETWEEN ISLAMORADA VILLAGE OF ISLANDS
AND
THE FLORIDA KEYS AQUEDUCT AUTHORITY
FOR INSTALLATION AND MAINTENANCE OF FIRE HYDRANTS**

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the Florida Keys Aqueduct Authority, an independent special district of the State of Florida, hereinafter called and referred to as the “FKAA” and Islamorada Village of Islands, a municipality of the State of Florida, hereinafter called and referred to as “ISLAMORADA”.

WITNESSETH:

WHEREAS, ISLAMORADA and the FKAA are authorized to enter into this Agreement pursuant to Section 163.01, Florida Statutes, as amended, which permits local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, Policy 701.81 of ISLAMORADA’s Comprehensive Plan establishes the objective of improving firefighting capabilities in Islamorada; and

WHEREAS, ISLAMORADA and the FKAA recognize that fire flow improvements will better ensure the protection of the public health, welfare and safety; and

WHEREAS, ISLAMORADA and the FKAA recognize that the majority of the water distribution system in Islamorada is not designed to provide fire flow and that the FKAA does not guarantee fire flow and the purpose of the fire hydrants will be to provide various locations to fill firefighting apparatus; and

WHEREAS, the FKAA recognizes that fire hydrants are useful for flushing distribution mains when necessary; and

WHEREAS, this Agreement shall only pertain to fire hydrants in Islamorada.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties to this Agreement agree as follows:

1. The recitals set forth above are hereby adopted and incorporated into this Agreement.
2. This Agreement shall be for a term of five (5) years. The term of this Agreement shall automatically renew on the sixtieth 60th month for one additional five (5) year term under the same terms and conditions unless either party objects in writing within sixty (60) days prior to the end of the term.

3. Selection of hydrant locations for projects on the FKAA Water Distribution System Upgrade Plan shall proceed as follows:
 - a. ISLAMORADA FIRE RESCUE will review design plans for projects on the FKAA Water Distribution System Upgrade Plan and recommend hydrant locations in writing to the FKAA. The FKAA will provide ISLAMORADA with design plans during preliminary design to allow for review and possible budget impact.
 - b. The FKAA will evaluate the technical and economic feasibility of recommended hydrant locations for the projects on the FKAA Water Distribution System Upgrade Plan. Technical feasibility will be based on Insurance Services Office (ISO) standards and the ability of the distribution system to supply a minimum flow of 250 gallons per minute (GPM) and a minimum line pressure of 20 pounds per square inch (psi). Direct connection of hydrants to the transmission main is prohibited and will not be considered. Economic feasibility will be based on the cost of hydrant installation being within 3% of the cost of the planned upgrade. The FKAA will notify ISLAMORADA FIRE RESCUE in writing of the technical and economic feasibility of the recommended hydrant locations.
 - c. ISLAMORADA FIRE RESCUE will respond to the FKAA by specifying the quantity and locations of hydrants to be installed. Only hydrants that are determined by the FKAA to be technically feasible will be installed. ISLAMORADA may provide the funds for any hydrants to be installed that are determined by the FKAA to be technically feasible but not economically feasible, and which are not paid by developers of property as conditions of their building permits. ISLAMORADA will state in writing if the funds are available for such hydrants and, if so, will reimburse the FKAA the actual costs for the hydrant installation within 30 days after the installation of the last hydrant on the project.
4. Selection of hydrant locations in areas not on the FKAA Water Distribution System Upgrade Plan shall proceed as follows:
 - a. ISLAMORADA FIRE RESCUE, will recommend hydrant locations in areas not on the FKAA Water Distribution Upgrade Plan in writing to the FKAA.
 - b. The FKAA will evaluate the technical feasibility of recommended hydrant locations for areas not on the FKAA Water Distribution System Upgrade Plan. Technical feasibility will be based on the ability of the distribution system to supply a minimum flow of 250 GPM and a minimum line pressure of 20 psi. Direct connection of hydrants to the transmission main is prohibited and will not be considered. The FKAA will notify the ISLAMORADA FIRE RESCUE in writing of the technical feasibility of the recommended hydrants.
 - c. ISLAMORADA FIRE RESCUE will respond to the FKAA by specifying the hydrants to be installed. Only hydrants that are determined by the FKAA to be

technically feasible will be installed. ISLAMORADA will hire a FKAA qualified, properly licensed contractor to install the hydrants as per the current Florida Keys Aqueduct Authority Minimum Construction Standards and Specifications. ISLAMORADA shall pay for installation of hydrants which it contracts to have installed unless the hydrant installation is a condition of a third party obtaining a development permit of any kind, in which case the actual installation and cost shall be by the third party. Upon request by third party for a "Fire Protection Water Flow Test," Section 3b., herein shall be included as part of summary by FKAA, in accordance with current rates for such service. Hydrants located on Florida Department of Transportation right-of-way will require both a FDOT and FKAA permit. The FKAA will have to apply for the FDOT permit. Hydrants located on Islamorada right-of-way will require a FKAA permit. The FKAA permit fee at the time of this agreement is \$360.00 and is subject to change.

5. For hydrant locations that are determined to be not technically feasible, ISLAMORADA will evaluate the importance and priority of the hydrant locations. For hydrant locations that ISLAMORADA determines to be a priority, ISLAMORADA will allocate future budget amounts to improve the distribution system for future hydrant installation.
6. ISLAMORADA agrees to:
 - a. Reimburse the FKAA the costs for hydrant installation projects on the FKAA Water Distribution System Upgrade Plan in excess of 3% of the cost of the planned upgrade as described in Paragraph 3 as previously agreed to by ISLAMORADA.
 - b. Pay the FKAA \$50 per year per hydrant for annual service including inspection, maintenance and reporting, in accordance with NFPA 291 Recommended Practice for Fire Flow Testing and Marking Hydrants, and the furnishing of water to fill firefighting apparatus. This amount is due pursuant to the Florida Prompt Payment Act upon presentation to ISLAMORADA of a valid invoice.
 - c. Use water from hydrants only to fill firefighting apparatus for actual firefighting purposes and no other purpose such as firefighting practice.
 - d. Use hydrants in a manner protective of the FKAA distribution system and appurtenances. Reimburse the FKAA the costs to repair any damages caused by the improper use of the hydrants.
 - e. Establish and adopt Standard Operating Procedures for the use of fire hydrants in accordance with this Agreement and nationally recognized standards.
 - f. Upon request by ISLAMORADA for a Fire Protection Water Flow test by FKAA, ISLAMORADA agrees to pay the current rate for such service.

7. The FKAA agrees to:

- a. Provide funding for hydrant installation for projects on the FKAA Water Distribution System Upgrade Plan not to exceed 3% of the cost of the planned upgrade.
 - b. Incorporate hydrants into the design, bidding and construction of projects on the FKAA Water Distribution System Upgrade Plan where determined to be technically and economically feasible or when determined to be technically feasible and funded by ISLAMORADA.
 - c. Oversee the installation of hydrants in areas not on the FKAA Distribution System Upgrade Plan when determined to be technically feasible and funded by ISLAMORADA.
 - d. Paint fire hydrants to indicate the available flow in accordance with NFPA 291 "Recommended Practice for Fire Flow Testing and Marking of Hydrants." All fire hydrants located in Islamorada are currently classified as Class C hydrants and the tops and nozzle caps should be painted red.
 - e. Inspect and maintain all fire hydrants on an annual basis.
 - f. Furnish water required for filling firefighting apparatus.
 - g. Bill ISLAMORADA annually for the service charge in the amount of \$50.00 per hydrant.
8. ISLAMORADA's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Village Council.
9. This Agreement shall be executed in duplicate and ISLAMORADA shall retain one (1) copy and the FKAA shall retain one (1) copy. All copies shall be considered originals.
10. Any and all notices required or permitted to be given hereunder shall be deemed received five (5) days after same are deposited in the U.S. Mail sent via certified mail, return receipt requested.

All Notices to ISLAMORADA shall be sent to:

Islamorada Fire Rescue
86800 Overseas Highway
Islamorada, FL 33036
Attention: Mr. Terry Abel, Fire Chief

All Notices to the FKAA shall be sent to:

Florida Keys Aqueduct Authority
1100 Kennedy Drive
Key West, FL 33040
Attention: Gregory Veliz, Executive
Director

Florida Keys Aqueduct Authority
1100 Kennedy Drive
Key West, FL 33040
Attention: General Counsel

11. INVALIDITY: If any section, subsection, sentence, clause or provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected by such invalidity.
12. AMENDMENT: This Agreement may be amended only upon mutual consent of the parties. All amendments must be in writing and must be approved by the FKAA and ISLAMORADA.
13. GOVERNING LAW AND VENUE: This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising hereunder is subject to the laws of the State of Florida, with venue in Islamorada, Florida. The prevailing party shall be entitled to reasonable attorney's fees and costs incurred as a result of any action or proceeding under this Agreement.
14. ASSIGNMENT: Neither party may assign or transfer any interest in this Agreement without the prior written consent of both parties, except where assignment is dedicated by law. Should assignment occur, and where not prohibited by law, this Agreement shall inure the benefit of and be binding upon the parties and their respective heirs, representatives, successors and assigns.
15. INDEMNIFICATION: To the extent set forth in F.S. 768.28, the FKAA and ISLAMORADA shall indemnify and hold harmless each other from and against any and all claims, liabilities, damages, and expenses, including, without limitation, reasonable attorney's fees, incurred by the other in defending or compromising actions brought against it arising out of or related to the acts or omissions of the other, the other's agents, employees or officers in the provision of services or performance of duties hereunder. This provision shall in no way be construed to dictate that a party will be indemnified by the other party for its own negligence.
16. Nothing contained in this Section shall be construed to be a waiver by either party of any protections under sovereign immunity, Section 768.28 Florida Statutes, or any other similar provision of law. Nothing contained in this Section shall be construed to be a waiver by either party to be sued by third parties in any matter arising out of this or any other Agreement.

17. ENTIRE AGREEMENT: The parties hereto agree that this is the final agreement between the parties, that it supersedes any and all prior agreements and/or assurances, be it oral or in writing.

18. IN WITNESS WHEREOF, the Florida Keys Aqueduct Authority Board of Directors has caused this Agreement to be signed in its name by its Executive Director and its seal to be affixed hereto, and the Village Council of Islamorada, Florida have caused this Agreement to be signed by the Mayor on their behalf and the seal of the Village Council to be affixed hereto, the date and year first above written.

FLORIDA KEYS AQUEDUCT
AUTHORITY
KEY WEST, FLORIDA

ISLAMORADA VILLAGE OF ISLANDS
ISLAMORADA, FLORIDA

By: _____
Gregory Veliz, Executive Director

By: _____
Joseph B. Pinder III, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: _____
George Wallace, General Counsel

By: _____
Village Attorney

(SEAL)

(SEAL)

ATTEST:

ATTEST:

By: _____

By: _____
Village Clerk

FKAA Board Approved:

RESOLUTION NO.

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING THE AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF ISLANDS AND THE FLORIDA KEYS AQUEDUCT AUTHORITY FOR INSTALLATION AND MAINTENANCE OF FIRE HYDRANTS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") originally entered into an Agreement with the Florida Keys Aqueduct Authority (the "FKAA") on July 24, 2013, to provide terms for the Installation and Maintenance of Fire Hydrants located within the incorporated boundaries of the Village; and

WHEREAS, the "FKAA" has prepared a new Agreement to provide for a five-year term renewable for one additional five-year term; and

WHEREAS, the intent of the Agreement is to document the agreed upon process for the selection of fire hydrant locations, installation of fire hydrants and reimbursement by the Village for hydrant installation and maintenance; and

WHEREAS, the Village Council finds that approval of the Agreement between the FKAA and the Village attached hereto is in the best interest of the Village.

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

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

Section 2. Approval of Agreement. The Agreement between the Village and the FKAA to provide terms for the Installation and Maintenance of Fire Hydrants located within the incorporated boundaries of the Village, a copy of which is attached as Exhibit "A," 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, is approved.

Section 3. 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 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

Section 5. Execution of Agreement. The Mayor 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 6. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2023.

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

Mayor Joseph B. Pinder	_____
Vice Mayor Sharon Mahoney	_____
Councilman Mark Gregg	_____
Councilwoman Elizabeth Jolin	_____
Councilman Henry Rosenthal	_____

JOSEPH B. PINDER, MAYOR

ATTEST:

MARNIE MCGRATH, VILLAGE CLERK

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

JOHN QUICK, VILLAGE ATTORNEY



Council Communication

To: Mayor and Village Council
From: Daniel J. Gulizio, Director of Development Services
Date: February 9, 2023
SUBJECT: **Second Reading: Comprehensive Plan Amendments - Goal 1-2; Policy 1-3.1.1; and Policy 9-1.3.1 - TAB 7**

Background:

Chapter 163.3177(3)(a) requires that comprehensive plans contain a capital improvement element including a 5-year schedule of capital improvements to maintain the adopted level-of-service standards.

Chapter 163,3177(5)a requires that each comprehensive plan include at least a 10-year planning horizon.

Analysis:

The current schedule of capital improvements has been updated at policy 9-1.3.1 to reflect the upcoming 5-year period.

The current planning horizon has expired and policy 1-3.1.1. has been modified to include the planning period up to 2033. A sentence clarifies that the Building Permit Allocation System ends in 2023 with the potential for the Council to modify quarterly allocations through a land development regulation instead of a comprehensive plan amendment.

The name of the State Land Planning Agency has been changed from the Department of Community affairs to the Department of Economic Opportunity.

Budget Impact:

None.

Staff Impact:

None.

Recommendation:

Staff respectfully recommends Village Council approve and adopt the Comprehensive Plan Amendments proposed.

Attachments: 1. Comp_Plan_ORD
2. Comp_Plan_Update

ORDINANCE NO.

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING POLICY 1-3.1.1 ESTABLISH A BUILDING PERMIT ALLOCATION SYSTEM; POLICY 2-1.2.8 ADDRESS LONG TERM STRATEGIES TO REDUCE CLEARANCE TIME; POLICY 9-1.3.1 UPDATE AND ADOPT A FIVE YEAR SCHEDULE OF CAPITAL IMPROVEMENTS; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF ECONOMIC OPPORTUNITY.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Islamorada, Village of Islands, Florida (the "Village") proposes to amend (the "Amendment") the Village Comprehensive Plan (the "Comprehensive Plan"); and

WHEREAS, the Village's Comprehensive Plan became effective December 6, 2001; and

WHEREAS, Section 163.3191, Florida Statutes, directs local governments to periodically assess the status of the adopted comprehensive plan in adequately addressing changing conditions; and

Whereas, the Village Planning Horizon must cover at least a ten year planning period;

Whereas, several policies contain a 2020 date and require revision;

Whereas. a schedule of capital improvements necessary to ensure that adopted levels of service standards are maintained to achieve a financially feasible 5-year schedule of capital improvements;

WHEREAS, the Village has conducted duly noticed public hearings for the Comprehensive Plan Amendment pursuant to Section 163.3184(11), Florida Statutes; and

WHEREAS, pursuant to Section 163.3174, Florida Statutes and Sections 30-101 of the Village Code, the Local Planning Agency publicly considered this Ordinance during a duly noticed public hearing; and

WHEREAS, the provisions of this Ordinance are consistent with the Village Comprehensive Plan and the principles for guiding development in the Florida Keys Area of Critical State Concern; and

WHEREAS, this Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act; and

WHEREAS, the Village Council finds that the adoption of this Ordinance is in the best interest of the Village and does comply with all applicable laws, as well as promotes the general health, safety, and welfare of the Village residents.

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

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

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Section 2 **Transmittal.** Pursuant to Sections 163.3184, Florida Statutes, the Village Clerk is authorized to forward a copy of this Ordinance to the State Department of Economic Opportunity (the "DEO").

Section 3. **Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. **Effective Date.** This Ordinance shall not become effective until a Notice of Intent has been issued by DEO finding the Comprehensive Plan Amendment to be in compliance as defined in Section 163.3184(1)(b), Florida Statutes. If timely challenged, the Comprehensive Plan Amendment shall not become effective until DEO or the Administration Commission enters a final order determining the adopted Comprehensive Plan Amendments to be in compliance.

The foregoing Ordinance was offered by Councilman David Webb, who moved for its adoption on first reading. This motion was seconded by Councilman Mark Gregg, and upon being put to a vote, the vote was as follows:

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

PASSED on the first reading this 25th day of August, 2022.

The foregoing Ordinance was offered by _____, who moved for its adoption on second reading. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

Mayor Joseph B. Pinder III	_____
Vice Mayor Sharon Mahoney	_____
Councilman Mark Gregg	_____
Councilman Henry Rosenthal	_____
Councilwoman Elizabeth Jolin	_____

PASSED AND ADOPTED on the second reading this 9th day of February, 2023.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN QUICK, VILLAGE ATTORNEY

GOALS, OBJECTIVES AND POLICIES

2033 PLAN UPDATE



Future Land Use Element

Policy 1-3.1.1: Establish a Building Permit Allocation System (BPAS). The Village's Building Permit Allocation System shall award all building permits for new residential and non-residential construction unless otherwise exempted by ordinance or by provisions within this Plan. The annual allocation shall be approved provided that hurricane evacuation clearance time does not exceed 24 hours. The Village shall cease issuing permits under the annual allocation once the hurricane evacuation clearance time provided Monroe County, Key West and Marathon also cease issuing permits, except that the Village may voluntarily do so.

RESIDENTIAL AND NON-RESIDENTIAL SCHEDULE

YEAR	RESIDENTIAL DWELLING UNITS			NONRESIDENTIAL FLOOR AREA
CURRENT	Maximum Market Rate	Minimum Affordable Housing	Total	Square Feet
	22	6	28	2,500

Source: ~~Planning and Development Services Department~~, Rule 28-19.300 FAC

Residential Building Permit Allocation System. The indicated allocations are the maximum annual allocations that shall be awarded by Islamorada, Village of Islands through the BPAS. Unused market rate allocations shall be available for Administrative Relief. Unused affordable housing allocations shall be rolled over into the following year's affordable housing allocation. Excluding those awarded through the beneficial use or administrative relief processes, no more than one development permit per Program Year may be allocated in a manner which would result in the clearing of high-quality hammock.

Pursuant to Rule 28-19 F.A.C., the Village shall allocate residential and non-residential allocations in a manner consistent with the requirement to maintain a 24-hour permanent population evacuation. Islamorada, Village of Islands reserves the right to accept its equitable share of the Keys-wide allocation to distribute consistent with the goals, objectives and policies of this Plan. Detailed allocation procedures for distributing available awards shall be adopted through Land Development Regulations, including point criteria consistent with the goals, objectives and policies of the revised Comprehensive Plan through 2020-2033, the planning horizon. Any building allocation remaining from the original 280 awarded in 2013 will be distributed based upon current land development regulations . Should Council determine that the quarterly allocations should be reduced per quarter, this will be adopted through a land development regulation

approved by the State Land Planning Agency, Department of Economic Opportunity.

Non-Residential Building Permit Allocation System. Land Development Regulations shall include procedures for the distribution of available non-residential floor area shown in the schedule. All applications for the issuance of non-residential square footage must demonstrate the ability to bring the site into compliance with all applicable Land Development Regulations, including environmental standards, in order to be further considered. Thereafter, applications shall be evaluated and ranked based on project merit, including consideration of the following:

- a. Focus on redevelopment versus new development;
- b. The development potential of the site;
- c. Provision of amenities associated with the proposed development;
- d. Provision of affordable housing in conjunction with the proposed project; and

Policy 2-1.2.8: Address Long Term Strategies to Reduce Clearance Time. The Village shall address long term strategies to reduce clearance time and coordinate permit allocations by implementing the following program in coordination with FL Department of Transportation (FDOT), FL Department of Economic Opportunity (FDEO), ~~Community Affairs~~ FDCA and other local governments in the Keys and the Tourist Development Council to achieve consensus on long term strategies to further reduce clearance time and accommodate proposed allocations Keys-wide through the Year ~~2020~~ 2033 and revise any short term interagency/interlocal agreements to provide a schedule for implementing strategies, specify responsibilities for implementing the strategy, including shared funding, and determine the share of allocation available for each jurisdiction based on the ability to maintain clearance time at or below 24 hours.

In any Keys-wide reduction in allocation, the Village asserts that the Administrative Commission should and will request it to consider and prorate any voluntary reduction in allocation adopted by the Village; and

- 2. Amend data and analysis and plan to incorporate strategy; revise capital improvements schedule to incorporate necessary transportation projects adopted for Islamorada; and amend permit allocation system based on adopted strategy and ability to maintain clearance time at or below 24 hours.

Capital Improvements Element

Policy 9-1.3.1 Update and adopt a Five-year schedule of Capital Improvements
Annually

ISLAMORADA, VILLAGE OF ISLANDS
FIVE YEAR CAPITAL IMPROVEMENT
PROGRAM FY 2020-2021 through FY 2025-

	Prior FY (FY 20-21)	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	TOTAL
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WASTEWATER PROJECTS

Funding Sources

Non-Ad Valorem Assessment & Rate Revenue	800,000	315,000	350,000	350,000	350,000	350,000	2,515,000
Discretionary Sales Surtax (Capital Projects Fund Transfer)	-	1,000,000	250,000	-	-	-	1,250,000
FEMA Hazard Mitigation Grant Program (Irra)	-	495,000	-	-	-	-	495,000
Stewardship Act Grant Proceeds	-	2,000,000	2,000,000	-	-	-	4,000,000

Total Funding Sources \$ 800,000 \$ 3,810,000 \$ 2,600,000 \$ 350,000 \$ 350,000 \$ 350,000 \$ 8,260,000

Expenditures

Wastewater Collection and Transmission System -							
Miscellaneous Renewal & Replacement	50,000	250,000	350,000	350,000	350,000	350,000	1,700,000
North Plantation Key - Vacuum Pit Replacement Project	650,000	-	-	-	-	-	650,000
Backflow Preventer Replacement Project	100,000	600,000	-	-	-	-	700,000
Portable Generators w/ Connections & Floodproofing (HMG)	-	660,000	-	-	-	-	660,000
SCADA Upgrade	-	300,000	-	-	-	-	300,000
NPK Pump Station Upgrades	-	2,000,000	2,000,000	-	-	-	4,000,000
Storage Building for Portable Generators	-	-	250,000	-	-	-	250,000
Total Expenditures	\$ 800,000	\$ 3,810,000	\$ 2,600,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 8,260,000

STORMWATER PROJECTS

Funding Sources

American Rescue Plan Grant Proceeds	-	1,600,000	1,600,000	-	-	-	3,200,000
Total Funding Sources	\$ -	\$ 1,600,000	\$ 1,600,000	\$ -	\$ -	\$ -	\$ 3,200,000

Expenditures

Stormwater Projects	-	1,600,000	1,600,000	-	-	-	3,200,000
Total Expenditures	\$ -	\$ 1,600,000	\$ 1,600,000	\$ -	\$ -	\$ -	\$ 3,200,000

Council recently approved use of ARPA funds for purchase of vacant land for affordable/workforce housing development instead of for stormwater projects.

We will be issuing an RFP in the next fiscal year to update our 2000 stormwater master plan utilizing new LIDAR data and then will begin stormwater capital projects throughout Islamorada. Cost will be significant and difficult to estimate at this time. Funding source would be Florida Keys Water Quality Improvement Program grant funds through U S Army Corps of Engineers, Non-ad valorem assessments for stormwater, and Stewardship Act Funds from the State of Florida Department of Environmental Protection.

ISLAMORADA, VILLAGE OF ISLANDS
FIVE YEAR CAPITAL IMPROVEMENT
PROGRAM FY 2020-2021 through FY 2025-

	Prior FY (FY 20-21)	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	TOTAL
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CANAL RESTORATION PROJECTS

Funding Sources

Local Govt Disc Sales Surtax for Infra and/or Grants
Restore Act Funds

Total Funding Sources	\$	55,000	\$	275,000	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	202,000
		-		128,000		-		-		-		-		-		-		128,000
		55,000		275,000		-		-		-		-		-		-		330,000

Expenditures

Canal Restoration Project #114 (Deep Well Injection)
Canal Restoration Project #118 (Organic Removal)
Canal Restoration Project #115/116 (Back-filling)

Total Expenditures	\$	50,000	\$	150,000	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	200,000
		5,000		50,000		-		-		-		-		-		-		55,000
		-		75,000		-		-		-		-		-		-		75,000
		55,000		275,000		-		-		-		-		-		-		330,000

Additional canal restoration projects will likely be planned to be funded with FKWQIP funds through USACE when grant agreement amendment is finalized and Local Govt Discretionary Sales Surtax .

PUBLIC SAFETY PROJECTS

Funding Sources

Local Govt Disc Sales Surtax for Infra and/or Grants
Impact Fees for Fire
Assistance to Firefighters Grants
HMGP (FEIMA Hazard Mitigation Funds) Grant

Total Funding Sources	\$	7,000	\$	425,000	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	432,000
		30,000		200,000		-		-		-		-		-		-		230,000
		119,000		-		-		-		-		-		-		-		119,000
		-		1,575,000		-		-		-		-		-		-		1,575,000
		156,000		2,200,000		-		-		-		-		-		-		2,356,000

Expenditures

Stations 19 & 21 - Exhaust Systems
HMGP - Safetoom @ FS 20 & Floodproofing @ all stations
HMGP - Critical Power @ all stations
Storage Building for Portable Generators

Total Expenditures	\$	126,000	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	126,000
		-		1,500,000		-		-		-		-		-		-		1,500,000
		-		500,000		-		-		-		-		-		-		500,000
		30,000		200,000		-		-		-		-		-		-		230,000
		156,000		2,200,000		-		-		-		-		-		-		2,356,000

ISLAMORADA, VILLAGE OF ISLANDS
FIVE YEAR CAPITAL IMPROVEMENT
PROGRAM FY 2020-2021 through FY 2025-

	<i>Prior FY (FY 20-21)</i>	<i>FY 21-22</i>	<i>FY 22-23</i>	<i>FY 23-24</i>	<i>FY 24-25</i>	<i>FY 25-26</i>	<i>TOTAL</i>
CULTURE AND RECREATION PROJECTS							
<i>Funding Sources</i>							
Local Govt Disc Sales Surtax for Infra and/or Grants	-	175,000	-	-	-	-	175,000
TDC Bricks & Mortar Grant	55,500	200,000	-	-	-	-	255,500
FRDAP Grant 4286 - KTCP	200,000	-	-	-	-	-	200,000
Impact Fees - Parks & Recreation	467,000	1,150,000	-	-	-	-	1,617,000
Total Funding Sources	\$ 722,500	\$ 1,525,000	\$ -	\$ -	\$ -	\$ -	\$ 2,247,500
<i>Expenditures</i>							
Key Tree Cactus Preserve Improvements	290,000	300,000	-	-	-	-	590,000
Green Turtle Hammock Improvements	115,000	750,000	-	-	-	-	865,000
Plantation Tropical Preserve Improvements	262,000	100,000	-	-	-	-	362,000
Sports Lighting at Tennis Complex	55,500	-	-	-	-	-	55,500
Founders Park Dog Park Improvements	-	200,000	-	-	-	-	200,000
Founders Park Path Asphalt Replacement	-	100,000	-	-	-	-	100,000
Great Lawn Irrigation System	-	50,000	-	-	-	-	50,000
Fence Replacements	-	25,000	-	-	-	-	25,000
Total Expenditures	\$ 722,500	\$ 1,525,000	\$ -	\$ -	\$ -	\$ -	\$ 2,247,500

PYH MARINA PROJECTS							
<i>Funding Sources</i>							
PYH Marina Dockage Revenues	190,000	600,000	1,600,000	-	-	-	2,390,000
Total Funding Sources	\$ 190,000	\$ 600,000	\$ 1,600,000	\$ -	\$ -	\$ -	\$ 2,390,000
<i>Expenditures</i>							
New Marina Office (Modular Bldg)	190,000	-	-	-	-	-	190,000
Decking Replacements	-	500,000	-	-	-	-	500,000
Breakwater Restoration	-	100,000	1,600,000	-	-	-	1,700,000
Total Expenditures	\$ 190,000	\$ 600,000	\$ 1,600,000	\$ -	\$ -	\$ -	\$ 2,390,000

ISLAMORADA, VILLAGE OF ISLANDS
FIVE YEAR CAPITAL IMPROVEMENT
PROGRAM FY 2020-2021 through FY 2025-

	Prior FY (FY 20-21)	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	TOTAL
Funding Sources							
Local Govt Disc Sales Surtax for Infra and/or Grants	95,000	3,400,000	-	-	-	-	3,495,000
General Fund to Capital Projects Fund - Landscape Mitigation Fees	50,000	50,000	50,000	50,000	50,000	50,000	300,000
Bonds Proceeds	-	-	-	2,500,000	-	-	2,500,000
Total Funding Sources	\$ 145,000	\$ 3,450,000	\$ 50,000	\$ 2,550,000	\$ 50,000	\$ 50,000	\$ 6,295,000
Expenditures							
Landscaping along U S Highway #1	50,000	50,000	50,000	50,000	50,000	50,000	300,000
Morada Way Lighting Projects	45,000	-	-	-	-	-	45,000
Fills Master Plan & Improvements	50,000	300,000	-	-	-	-	350,000
Bus Stop Enclosures	-	100,000	-	-	-	-	100,000
81981 OSH (Purchase & Conversion to Parking or Green Space)	-	3,000,000	-	-	-	-	3,000,000
New Council Chambers & Village Hall Annex	-	-	-	2,500,000	-	-	2,500,000
Total Expenditures	\$ 145,000	\$ 3,450,000	\$ 50,000	\$ 2,550,000	\$ 50,000	\$ 50,000	\$ 6,295,000

Village of Islamorada
Comprehensive Plan Amendment 22-06-xx
DATA, INVENTORY AND ANALYSIS
July 11, 2022

This plan amendment updates the Islamorada Planning horizon from 2020 to 2033, providing new population data and modifying policy dates. The comprehensive plan is based upon permanent and seasonal population estimates and projections for a 10-year planning period through 2033.

Future Land Use Element

Future Land Use Policy 1-3.1.1. has been modified to reflect a new ten-year planning horizon of 2033. The Council has discussed extending the building permit allocation system and reducing the annual allocation, however, there was strong public outcry from those remaining in the application pool. There has been staff turnover in key positions within the Village. A new planning director and a new city manager will meet in July 2022 to develop sustainable build out strategies.

Status of Current Building Permit Allocation System

<u>Market Rate Building Permit Allocations</u> available through 2023:	28
Year 2022 : Building Permit Allocations remaining:	17
Year 2023 Building Permit Allocations available:	11
Market Rate Applications:	78
Number eligible for Administrative Relief Pool	35
<u>Affordable Building Permit Allocations</u> through 2023:	10
Affordable applications:	0
<u>Total Non-Residential</u> Square Feet available:	34,552 Sq. Ft.
Non-Residential applications pending	587,8 Sq. Ft.
Year 2022 non- residential amount remaining =	33,302 Sq. Ft.
Year's 2023 non- residential amount available =	1,250 Sq. Ft.

Population

Florida is the third most populous state (approximately 22 million, behind California and Texas. Between April 1, 2020, and July 1, 2021, the Census Bureau estimated that Florida added 242,941 residents. In the first year of the pandemic, Florida increased population by 360,758 residents Florida is forecast to grow by over 5.6 million persons between 2010 and 2030 to reach 26 million. Source: University of Florida, Bureau of Business and Economic Research.

Florida Keys

Monroe County is estimated to have a current population of 83,411. The Village has an estimated population of 7,107 currently. The Bureau of Business and Economic Research does not routinely project city populations and they are currently not contracting to complete projections. The following is a history of growth in the Keys.

Year	County	Village	Percent
1970	52,586	1,251	.0237
1980	63,188	1,441	.0228
1990	78,024	1220	.0156-
2000	79,589	6,898	.0866
2010	73,090	6,119	.0837
2020	82,874	7,109	.0857

Islamorada, Village of Islands, with a population of 7,107 (2020 U.S. Census), represents approximately 8.5% of the total population for Monroe County. Monroe County completed a population projection report on March 15, 2011, covering the period 2010-2030. It estimated in 2030 a permanent population of 75,500, seasonal population of 86,855 and a total functional population of 162,355 residents.

Based upon the data from Monroe County, a reasonable estimate for the Village may be garnered. Extrapolating the Village's 8.5% of the overall county population, results in a total estimated population in 2030 of 6,417 permanent residents, 7,382 seasonal residents, and a total functional population of 13,800.

Transportation

The Florida Department of Transportation was unable to provide a projection of the Level of Service for US Highway One through the new planning horizon.

The 2021 US Highway One Travel Delay Study provides the following current levels of service:

Lower Matecumbe	Mile marker 73 – 77	LoS C	149 reserve trips
Tea Table	Mile marker 77.5 -79.5	LoS A	2,222 reserve trips
U. Matecumbe	Mile marker 79,5 -84	LoS E	(3,531) reserve trips- Deficit
Windley Key	Mile marker 84-86	LoS D	(378) reserve trips- Deficit
Plantation Key	Mile marker 86 -91.5	LoS C	1,921 reserve trips

The Travel delay Study reports that the average speed for the entire US One within the Florida Keys is 45.5 miles per hour. The adopted LoS is 45 miles per hour. The local governments have limited development of new homes and non - residential structures to help mitigate traffic impacts, however the number of tourists traveling to the Keys have overcome this strategy. The Florida Keys are a popular tourist destination receiving approximately 5 million visitors in 2018 (source: Rockport Analytics 2018 Monroe County Tourism Highlights).

Capital Improvements Element

The Capital Improvements Element demonstrates the continued effort to improve water quality through maintenance of the wastewater system and canal restoration. Stormwater planning fees and land acquisition funds have also been included in the budget. The Village does not have any level of service deficits with regard to water, wastewater, solid waste, and recreation.

The proposed plan is consistent with the following Principles for Guiding Development:

- (a) Strengthening local government capabilities for managing land use and development so that local government is able to achieve these objectives without continuing the area of critical state concern designation.
- (b) Protecting shoreline and marine resources, including mangroves, coral reef formations, seagrass beds, wetlands, fish and wildlife, and their habitat.
- (c) Protecting upland resources, tropical biological communities, freshwater wetlands, native tropical vegetation (for example, hardwood hammocks and pinelands), dune ridges and beaches, wildlife, and their habitat.
- (d) Ensuring the maximum well-being of the Florida Keys and its citizens through sound economic development.
- (e) Limiting the adverse impacts of development on the quality of water throughout the Florida Keys.
- (f) Enhancing natural scenic resources, promoting the aesthetic benefits of the natural environment, and ensuring that development is compatible with the unique historic character of the Florida Keys.
- (g) Protecting the historical heritage of the Florida Keys.
- (h) Protecting the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments, including:
 - 1. The Florida Keys Aqueduct and water supply facilities;
 - 2. Sewage collection, treatment, and disposal facilities;
 - 3. Solid waste treatment, collection, and disposal facilities;
 - 4. Key West Naval Air Station and other military facilities;
 - 5. Transportation facilities;
 - 6. Federal parks, wildlife refuges, and marine sanctuaries;
 - 7. State parks, recreation facilities, aquatic preserves, and other publicly owned properties;
 - 8. City electric service and the Florida Keys Electric Co-op; and
 - 9. Other utilities, as appropriate.
- (i) Protecting and improving water quality by providing for the construction, operation, maintenance, and replacement of stormwater management facilities; central sewage collection; treatment and disposal facilities; the installation and proper operation and maintenance of onsite sewage treatment and disposal systems; and other water quality and water supply projects, including direct and indirect potable reuse.
- (j) Ensuring the improvement of nearshore water quality by requiring the construction and operation of wastewater management facilities that meet the requirements of ss. 381.0065(4)(l) and 403.086(11), as applicable, and by directing growth to areas served by central wastewater treatment facilities through permit allocation systems.
- (k) Limiting the adverse impacts of public investments on the environmental resources of the Florida Keys.
- (l) Making available adequate affordable housing for all sectors of the population of the Florida Keys.
- (m) Providing adequate alternatives for the protection of public safety and welfare in the event of a natural or manmade disaster and for a post disaster reconstruction plan.
- (n) Protecting the public health, safety, and welfare of the citizens of the Florida Keys and maintaining the Florida Keys as a unique Florida resource.



Council Communication

To: Mayor and Village Council
From: Daniel J. Gulizio, Director of Development Services
Date: February 9, 2023
SUBJECT: **Second Reading: Comprehensive Plan Amendment - Policy 1-2.4.7 "Limit Transient Rental Use Of Residential Properties" - TAB 8**

Background:

Policy 1-2.4.7 of the Village Comprehensive Plan and Village Code Chapter 30 (Land Development Regulations, Article VI, Division 6 (Vacation Rentals) was adopted to regulate the vacation rental licensure program. The program is limited to properties that have a minimum assessed value at 600% to 900% above annual Federal Department of Housing and Urban Development (HUD) median income estimates for the region. Vacation rentals are also limited to specifically identified Future Land Use Map (FLUM) designations, including the Mixed-Use (MU), Residential High (RH), Residential Conservation (RC), Residential Low (RL), and Airport (A) categories. A number of grandfathered properties are also located within the Residential Medium (RM) FLUM category.

Properties located within the RH and MU FLUM categories must maintain a minimum assessed value in excess of 600% of annual median income estimates and properties located within the RC, RL, and A FLUM categories must maintain an assessed value in excess of 900% of area median income estimates.

The Comprehensive Plan caps the total number of vacation rental licenses permitted within the Village to 331. The cap of 331 was set in response to a challenged comprehensive plan amendment. There are currently 244 active vacation rental licenses in 2022. This includes 100 licenses within the MU FLUM, 78 within the RH FLUM, 5 within the RC FLUM, 39 within the RL FLUM, and 22 within the RM FLUM.

It is also noted that 43 properties, which predate the current vacation rental license program, are exempt from the above-referenced methodology. This includes 1 property within the MU FLUM, 18 properties within the RH FLUM, 2 properties within the RC FLUM, and 22 properties within the RM FLUM. Finally, it is noted that 30 of the current 244 vacation rental licenses fail to meet the assessed value guidelines referenced above. This includes 29 properties within the RH FLUM and 1 property within the MU FLUM. Many of these properties have benefitted from an exemption to the program's appraisal value requirements established after the real estate collapse in 2008.

Based on the above, the Vacation Rental program may be divided into three (3) basic categories. This includes (1) properties that meet all the program requirements, (2) properties that have maintained a valid vacation rental license since 2001, registered during the initial registration period in 2008 and do not need to meet a minimum assessed value and (3)

properties that receive an exemption from the minimum assessed value requirements associated with the program.

Properties that receive an exemption from the minimum assessed value requirements are limited to the RH and MU FLUM categories. This policy was modified in response to the housing mortgage collapse of 2008. Qualifying properties are permitted to use 2007 appraisal values instead of current values. To qualify, the property must have (1) a vacation rental license on December 31, 2020, and (2) not been the subject of an arm's length sale. It is noted that this exemption is not applicable to the Residential Conservation (RC), Residential Low (RL), Airport (A), or Residential Medium (RM) Future Land Use Map categories.

Analysis:

According to the current regulations, each vacation rental unit must assess in excess of 600% of the HUD median annual income for Monroe County for a Mixed Use (MU) or Residential High (RH) Future Land Use Map (FLUM) category. Within Residential Conservation (RC), Residential Low (RL) and Airport (A), the assessed value must be 900% higher than the HUD median income.

In 2007, the median annual income for Monroe County was \$62,500.00. Based on this median income, a property would have been required to have an assessment of at least \$375,000.00 to be eligible. In 2022, the HUD median income for Monroe County is \$100,500.00. This results in a new assessed minimum of \$603,000.00 in the MU and RH FLUM categories. In RC, RL, and A, the minimum value is \$904,500.00 based upon the above median income. The maximum sales price in 2022 for a dwelling unit for a HUD income qualified person is \$477,375.00.

Chapter 193.1556, F.S. limits the amount assessed values can increase for non-homesteaded properties to a maximum of ten percent (10%) per year. Additionally, the increase in the Monroe County median annual income (which determines the required minimum assessed value) has outpaced the rise in property values. As a result, the increases in median income within Monroe County continue to drive up the assessed value minimums.

It is noted that, under the proposed modifications, properties that have transferred ownership through an arm's length sale or do not have a vacation rental license on December 31, 2022, would not be eligible to utilize the 2007 Monroe County Property Appraiser assessed values.

In 2016, DEO recommended that the Village limit the value exemption (2007 income and appraisal) as of a date certain. The policy has been modified to establish a clear cut off date by requiring that any new unit after January 1, 2023, will meet the most recent HUD income guidelines and the most recent appraisal. While this methodology is skewed, the Village is limited to the changes that can be made due to the following legislation:

CHAPTER 509.032(7)(b) A local law, ordinance, or regulation may not prohibit vacation rentals or regulate the duration or frequency of rental of vacation rentals. This paragraph does not apply to any local law, ordinance, or regulation adopted on or before June 1, 2011.

(c) Paragraph (b) does not apply to any local law, ordinance, or regulation exclusively relating to property valuation as a criterion for vacation rental if the local law, ordinance, or regulation is required to be approved by the state land planning agency pursuant to an area of critical state concern designation.

The proposed changes to the Vacation Rental program are likely to have little to no impact on the local housing market as the number of Vacation Rental Licenses represents a fraction of the overall housing stock. There are 5,192 dwelling units in Islamorada and only 244 licensed vacation rentals or 4.7% of the total residences in the Village.

Analysis of the 2023 assessed value minimum determined that thirty (30) properties that have an existing vacation rental license would not be eligible to apply without the proposed value exemption utilizing the 2007 HUD income and appraised value* (Chart 2). The Village has also limited the impact of vacation rentals by placing a cap on the number that may be licensed. Considering the limits of the methodology and the legislation, the proposed modifications strike the proper balance between the protection of the integrity of the Vacation Rental License program and providing reasonable accommodations to a limited number of applicants that continue to be impacted by the 2008 housing market collapse.

At its July 11, 2022 meeting, the Local Planning Agency voted 5-0 to recommend approval of the proposed ordinance amendments to the Village Council consistent with Goals, Objectives and Policies of the Comprehensive Plan. These properties would continue to need to comply with all other provisions of the Comprehensive Plan, including but not limited to Policies 1-2.4.7 and 1-2.4.8 regarding vacation rentals.

The requested text amendment is consistent with the Goals, Objectives, and Policies of the Comprehensive Plan and is consistent with the following Principles for Guiding Development.

Compatibility with Chapter 380.0552(7), Florida Statutes, Principles for Guiding Development (Florida Keys Area of Critical State Concern)

(a) To strengthen local government capabilities for managing land use and development so that local government is able to achieve these objectives without the continuation of the area of critical state concern designation.

The cap on vacation rentals is 331. There are currently 244 licenses issued. The proposed Comprehensive Plan text amendment would have no effect on local government's capabilities for managing land use and development as the policies would continue to allow the Village to enforce the ordinances regulating vacation rentals.

(b) To protect shoreline and marine resources, including mangroves, coral reef formations, seagrass beds, wetlands, fish and wildlife, and their habitat.

The proposed Comprehensive Plan text amendment would not adversely affect shoreline and marine resources, including seagrass beds, wetlands, fish and wildlife or their habitat.

(c) To protect upland resources, tropical biological communities, freshwater wetlands, native tropical vegetation (for example, hardwood hammocks and pinelands), dune ridges and beaches, wildlife, and their habitat.

The proposed Comprehensive Plan text amendment would not adversely affect upland resources, tropical biological communities, freshwater wetlands, native tropical vegetation, dune ridges and beaches, wildlife, and their habitat.

(d) To ensure the maximum well-being of the Florida Keys and its citizens through sound

economic development.

The proposed Comprehensive Plan text amendment would not adversely affect the well-being of the Florida Keys and its citizens or the basis of sound economic development.

(e) To limit the adverse impacts of development on the quality of water throughout the Florida Keys.

The proposed Comprehensive Plan text amendment would not adversely impact the quality of water throughout the Florida Keys.

(f) To enhance natural scenic resources, promote the aesthetic benefits of the natural environment, and ensure that development is compatible with the unique historic character of the Florida Keys.

The proposed Comprehensive Plan text amendment would not adversely affect natural scenic resources, the aesthetic benefits of the natural environment, nor would it affect the unique historical character of the Florida Keys.

(g) To protect the historical heritage of the Florida Keys.

The proposed Comprehensive Plan text amendment would not adversely affect the historical heritage of the Florida Keys.

(h) To protect the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments, including:

1. The Florida Keys Aqueduct and water supply facilities;
2. Sewage collection and disposal facilities;
3. Solid waste collection and disposal facilities;
4. Key West Naval Air Station and other military facilities;
5. Transportation facilities;
6. Federal parks, wildlife refuges, and marine sanctuaries;
7. State parks, recreation facilities, aquatic preserves, and other publicly owned properties;
8. City electric service and the Florida Keys Electric Co-op; and
9. Other utilities, as appropriate.

The proposed Comprehensive Plan text amendment would not adversely impact the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments.

(i) To limit the adverse impacts of public investments on the environmental resources of the Florida Keys.

The proposed Comprehensive Plan text amendment would not increase adverse impacts of public investments on the environmental resources of the Florida Keys.

(j) To make available adequate affordable housing for all sectors of the population of the Florida Keys.

The proposed Comprehensive Plan text amendment is not anticipated to have an effect on the amount of available affordable housing for all sectors of the population of the Florida Keys.

(k) To provide adequate alternatives for the protection of public safety and welfare in the event of a natural or manmade disaster and for a post-disaster reconstruction plan.

The proposed Comprehensive Plan text amendment would not affect the provision of adequate alternatives for the protection of public safety and welfare in the event of a natural or manmade disaster and for a post-disaster reconstruction plan.

(l) To protect the public health, safety, and welfare of the citizens of the Florida Keys and maintain the Florida Keys as a unique Florida resource.

The proposed Comprehensive Plan text amendment is not anticipated to adversely affect the health, safety, or welfare of the citizens of the Florida Keys.

*2008 assessed values were utilized for properties that were not assessed in 2007.

Budget Impact:

The proposed amendments are anticipated to have a direct budget impact by allowing additional vacation rental applications to be submitted and processed.

Staff Impact:

Staff impact is anticipated to be limited to processing applications for Vacation Rental Licenses.

Recommendation:

Staff recommends the Village Council approve the proposed ordinance amendments on second reading.

Attachments: 1. CP_ORD_VR_FINAL_ATT_A

ORDINANCE NO. 22-

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING POLICY 1-2.4.7 "LIMIT TRANSIENT RENTAL USE OF RESIDENTIAL PROPERTIES" OF THE VILLAGE COMPREHENSIVE PLAN TO REVISE VALUATION CRITERIA FOR TRANSIENT RENTALS; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF ECONOMIC OPPORTUNITY.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Islamorada, Village of Islands, Florida (the "Village") proposes to amend (the "Amendment") the Village Comprehensive Plan (the "Comprehensive Plan"); and

WHEREAS, the Village's Comprehensive Plan became effective December 6, 2001; and

WHEREAS, Section 163.3191, Florida Statutes, directs local governments to periodically assess the status of the adopted comprehensive plan in adequately addressing changing conditions; and

WHEREAS, CHAPTER 509.032(7) (b) pre-emps a local government from regulating vacation rental unless the regulation was adopted before June 1, 2011 and **relates to property valuation as** a criterion and must be approved by the state land planning agency pursuant to an Area of /Critical State Concern; and

WHEREAS, the increase in the Monroe County median annual income out paces the increase in assessed property values; and

WHEREAS, Section 193.1556, Florida Statutes limits the amount that assessed values can increase for non-homesteaded properties to a maximum of ten percent (10%); and

WHEREAS, Policy 1-2.4.7 "Limit Transient Rental Use of Residential Properties" requires an amendment to revise the current formula ÷ and

WHEREAS, the Village has conducted duly noticed public hearings for the Comprehensive Plan Amendment pursuant to Section 163.3184(11), Florida Statutes; and

WHEREAS, pursuant to Section 163.3174, Florida Statutes and Sections 30-101 of the Village Code, the Local Planning Agency publicly considered this Ordinance during a duly noticed public hearing; and

WHEREAS, the provisions of this Ordinance are consistent with the Village Comprehensive Plan and the principles for guiding development in the Florida Keys Area of Critical State Concern; and

WHEREAS, this Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act; and

WHEREAS, the Village Council finds that the adoption of this Ordinance is in the best interest of the Village and does comply with all applicable laws, as well as promotes the general health, safety, and welfare of the Village residents.

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

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

Section 2. Comprehensive Plan Amendment. Policy 1-2.4.7 of the Islamorada, Village of Islands Comprehensive Plan is amended to read as follows:

Additional text is shown as underlined;

deleted text is shown as ~~strikethrough~~

* * * * *

Policy 1-2.4.7: Limit Transient Rental Use of Residential Properties.

* * * * *

2. The annual registration shall allow up to a total of 331 single family and multifamily transient rental units. For each annual registration period after the initial registration period, the following shall additionally apply:
 - a. No new transient rental unit shall be allowed in any Residential Medium (RM) Future Land Use Map category, in mobile home parks or in the Settlers Residential zoning district.
 - b. Effective January 1, 2023, no new transient rental unit in the RH and MU Future Land Use Map categories may be registered unless it is assessed by the Monroe County Property Appraiser at a value in excess of 600% of the current median adjusted gross annual income for households within Monroe County. Notwithstanding the foregoing, for properties that have an approved vacation rental license as of December 31, 2022, the year 2007 Monroe County Property Appraiser assessed values shall be used. Properties that have transferred ownership through an arm's length sale or did not have vacation rental license effective as of December 31, 2020 2022 shall not be eligible to utilize the 2007 Monroe County Property Appraiser assessed values.

- c. Effective January 1, 2023, no new transient rental unit in the RC, RL, or a Future Land Use Map category may be registered unless it is assessed by the Monroe County Property Appraiser at a value in excess of 900% of the median adjusted gross annual income for households within Monroe County.

* * * * *

Section 3. Transmittal. Pursuant to Sections 163.3184, Florida Statutes, the Village Clerk is authorized to forward a copy of this Ordinance to the State Department of Economic Opportunity (the "DEO").

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Effective Date. This Ordinance shall not become effective until a Notice of Intent has been issued by DEO finding the Comprehensive Plan Amendment to be in compliance as defined in Section 163.3184(1)(b), Florida Statutes. If timely challenged, the Comprehensive Plan Amendment shall not become effective until DEO or the Administration Commission enters a final order determining the adopted Comprehensive Plan Amendments to be in compliance.

The foregoing Ordinance was offered by Councilman David Webb who moved for its adoption on first reading. This motion was seconded by Mayor Pete Bacheler, and upon being put to a vote, the vote was as follows:

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

PASSED on the first reading this 17th day of November 2022.

The foregoing Ordinance was offered by _____, who moved for its adoption on second reading. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

Mayor Joseph B. Pinder III	_____
Vice Mayor Sharon Mahoney	_____
Councilman Mark Gregg	_____
Councilman Henry Rosenthal	_____
Councilwoman Elizabeth Jolin	_____

PASSED AND ADOPTED on the second reading this 9th day of February, 2023.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY



Council Communication

To: Mayor and Village Council
From: Daniel J. Gulizio, Director of Development Services
Date: February 9, 2023
SUBJECT: **Second Reading: Land Development Regulation Amendment - Valuation Criteria For Vacation Rental Registration - TAB 9**

Background:

This item is companion to the Comprehensive Plan Amendment to Policy 1-2.4.7.

Analysis:

The analysis for this item has been provided in the Comprehensive Plan Amendment agenda item, Council Communication.

Budget Impact:

None

Staff Impact:

None

Recommendation:

Staff recommends the Village Council approve and adopt the Land Development Regulations text amendments on the second reading.

Attachments: 1. Ord_VR_LDR_Final

ORDINANCE NO. 22 -

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 30 "LAND DEVELOPMENT REGULATIONS," ARTICLE VI "SPECIFIC USE RESTRICTIONS," DIVISION 6 "VACATION RENTALS," SECTION 30-1295(B)(2) OF THE VILLAGE CODE TO REVISE VALUATION CRITERIA FOR VACATION RENTAL REGISTRATION; PROVIDING FOR THE REPEAL OF ALL CODE PROVISIONS AND ORDINANCES INCONSISTENT WITH THE PROVISIONS OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF ECONOMIC OPPORTUNITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF ECONOMIC OPPORTUNITY.

WHEREAS, Islamorada, Village of Islands (the "Village") has adopted a comprehensive set of Land Development Regulations (the "LDRs") to implement the Village Comprehensive Plan (the "Comprehensive Plan"); and

WHEREAS, the Village finds it appropriate and necessary to restrict the use of residential properties for vacation rental purposes in order to preserve the character and quality of residential neighborhoods; and limit the impact of reduced housing supply as a result of vacation rental use;

WHEREAS, the Village desires to amend its land development regulations that implemented the vacation rental provisions of the Comprehensive Plan; and

WHEREAS, the increase in the Monroe County median annual income out paces the increase in property values resulting in a substantial increase to the required assessed value minimums; and

WHEREAS, Section 193.1556, Florida Statutes limit the amount assessed values can increase for non-homesteaded properties to a maximum of ten percent (10%); and

WHEREAS, the Local Planning Agency has reviewed this Ordinance in accordance with the requirements of Chapter 163, Florida Statutes, and has recommended its adoption; and

WHEREAS, the provisions of this Ordinance are consistent with the Village Comprehensive Plan and the principles for guiding development in the Florida Keys Area of Critical State Concern.

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

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

Section 2. Annual Registration of vacation rental uses. Chapter 30 "Land Development Regulations," Article VI "Specific Use Restrictions," Division 6 "Vacation Rentals" of the Village Code is hereby amended to read as follows:

Additional text is shown as underlined;

deleted text is shown as ~~strikethrough~~

* * * * *

Section 30-1295. Annual Registration of vacation rental uses.

* * * * *

- (2) ~~No new vacation rental unit in the RH and MU Future Land Use Map categories may be registered unless it is assessed by the Monroe County Property Appraiser at a value in excess of 600% of the median adjusted gross annual income for households within Monroe County. Notwithstanding the foregoing, the year 2007 Monroe County Property Appraiser assessed values shall be used through the year 2018 2022 to account for the nationwide economic recession, which caused an unpredictable decrease in values not contemplated at the time of adoption.~~
- (B) Effective January 1, 2023, no new transient rental unit in the RH and MU Future Land Use Map categories may be registered unless it is assessed by the Monroe County Property Appraiser at a value in excess of 600% of the current median adjusted gross annual income for households within Monroe County. Notwithstanding the foregoing, for properties that have an approved vacation rental license as of December 31, 2022, the year 2007 HUD income guidelines and 2007 Monroe County Property Appraiser assessed values shall be used. Properties that have transferred ownership through an arm's length of sale or did not have vacation rental license effective as of December 31, 2022 shall not be eligible to utilize the 2007 Monroe County Property Appraiser assessed values.
- (3) Effective January 1, 2023, no new transient rental unit in the RC, RL, or A Future Land Use Map category may be registered unless it is assessed by the Monroe County Property Appraiser at a value in excess of 900% of the current median adjusted gross annual income for households within Monroe County.

* * * * *

Section 2. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 3. Repeal of Conflicting Provisions. The provisions of the Code and all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 4. Inclusion in the Code. It is the intention of the Village Council, and it is hereby ordained that the provisions of this Ordinance shall become a part of the Code; that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5. Transmittal to the Florida Department of Economic Opportunity. The provisions of this Ordinance constitute a "land development regulation" as State law defines that term. Accordingly, the Village Clerk is authorized to forward a copy of this Ordinance to the Florida Department of Economic Opportunity ("DEO") for approval pursuant to Sections 380.05(6) and (11), Florida Statutes.

Section 6. Effective Date. This Ordinance shall not be effective until approved pursuant to a final order by DEO, pursuant to Chapter 380.05, Florida Statutes; or if the final order is challenged, until the challenge to the order is resolved pursuant to Chapter 120, Florida Statutes.

The foregoing Ordinance was offered by Councilman David Webb, who moved its adoption on first reading. This motion was seconded by Mayor Pete Bacheler, and upon being put to a vote, the vote was as follows:

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

PASSED on first reading this 17th day of November, 2022.

The foregoing Ordinance was offered by _____, who moved for its adoption. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

Mayor Joseph B. Pinder III	_____
Vice Mayor Sharon Mahoney	_____
Councilman Mark Gregg	_____
Councilman Henry Rosenthal	_____
Councilwoman Elizabeth Jolin	_____

PASSED AND ADOPTED on the second reading this 9th day of February, 2023.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY



Council Communication

To: Mayor and Village Council
From: Ted Yates, Village Manager
Date: February 9, 2023
SUBJECT: **First Reading: Update ARTICLE VII "TOWING", SECTION 50-100 of The Village Code Relating to Regulations for Wrecker Operations - TAB 10**

Background:

This proposed ordinance will update Article VII "TOWING," Sec. 50-100 of the Village Code as it pertains to wrecker/towing operations within the Village. The current ordinance and rates have not been updated since 2012. The proposed change in rates is modeled after the County's and Marathon's newly adopted schedule. While the Village has no wrecker/towing service companies located within our Village limits, we are dependent on businesses in Key Largo and Marathon to provide towing service.

Currently, any towing needs of our Sheriff's department is dependent on the services from the wrecker companies campaigning for this change in rates.

Analysis:

Below are the current rates and the proposed new rates.

(e) *Rates.*

- (1) The maximum rate that may be charged by any wrecker operator subject to this section is as follows, based on the lowest class of wrecker service required for the vehicle, with any trailered appurtenance.

Class A Wrecker Service

Base rate (anytime a wrecker is called to a site)	\$135.00 <u>\$200.00</u>
Inside storage (per day)	No charge for first six(6) hours; Thereafter, \$40.00 <u>\$50.00</u> plus \$2.00 <u>\$3.00</u> per foot for vehicles over 20 feet long
Outside storage (per day)	No charge for first six(6) hours; Thereafter, \$30.00 <u>\$40.00</u> plus \$2.00 <u>\$3.00</u> per foot for vehicles over 20 feet long

Administration fee	\$25.00 <u>\$50.00</u>
Notification fee	\$50.00 <u>\$75.00</u> first notification \$20.00 <u>\$25.00</u> each additional letter
Mileage rate from wrecker station to site and return	\$3.00 <u>\$4.00</u> per mile
After hours gate fee	\$50.00 <u>\$200.00</u>
Service call at request of law enforcement officer	\$75.00 <u>\$100.00</u>
Drop fee (50% of base rate)	\$67.50 <u>\$100.00</u>

Class B Wrecker Service

Base rate (anytime a wrecker is called to a site)	\$200.00 <u>\$300.00</u>
Inside storage (per day)	No charge for first six(6) hours; Thereafter, \$40.00 <u>\$50.00</u> plus \$2.00 <u>\$3.00</u> per foot for vehicles over 20 feet long
Outside storage (per day)	No charge for first six(6) hours; Thereafter, \$30.00 <u>\$40.00</u> plus \$2.00 <u>\$3.00</u> per foot for vehicles over 20 feet long
Administration fee	\$25.00 <u>\$50.00</u>
Notification fee	\$50.00 <u>\$75.00</u> first notification \$20.00 <u>\$25.00</u> each additional letter
Mileage rate from wrecker station to site and return	\$4.00 <u>\$5.00</u> per mile
After hours gate fee	\$50.00 <u>\$200.00</u>
Service call at request of law enforcement officer	\$75.00 <u>\$100.00</u>
Drop fee (50% of base rate)	\$100.00 <u>\$150.00</u>

Class C Wrecker Service

Base rate (anytime a wrecker is called to a site)	\$485.00 <u>\$600.00</u>
Mileage rate from wrecker station to site and return	\$5.00 <u>\$6.00</u> per mile
Inside storage (per day)	No charge for first six(6) hours; Thereafter, \$40.00 <u>\$50.00</u> plus \$2.00 <u>\$3.00</u> per foot for vehicles over 20 feet long

Outside storage (per day)	No charge for first six(6) hours; Thereafter, \$30.00 <u>\$40.00</u> plus \$2.00 <u>\$3.00</u> per foot for vehicles over 20 feet long
Administration fee	\$25.00 <u>\$50.00</u>
After hours gate fee	\$50.00 <u>\$200.00</u>
Service call at request of law enforcement officer	\$75.00 <u>\$100.00</u>
Drop fee (50% of base rate)	\$242.50 <u>\$300.00</u>

Budget Impact:

None.

Staff Impact:

None.

Recommendation:

The adopt the proposed Ordinance and provide current market rates for our local wrecker/towing operators.

Attachments: 1. 45K257802-Ordinance revising towing rates

ORDINANCE NO. ____

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING CHAPTER 50 "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES", ARTICLE VII "TOWING", SECTION 50-100 OF THE VILLAGE CODE RELATING TO REGULATIONS FOR WRECKER OPERATIONS WITHIN THE VILLAGE; SPECIFICALLY AMENDING SECTION 50-100 ENTITLED "REGULATION OF WRECKER OPERATORS WHO PROVIDE TOWING AND STORAGE SERVICES" BY REVISING SPECIFIC TOWING FEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 715.07, Florida Statutes, authorizes counties and municipalities to regulate towing of vehicles, including the establishment of maximum towing rates; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village") has become aware of certain issues regarding the reasonable and effective operation of wrecker operators for non-law enforcement generated, non-consensual towing of vehicles within the Village; and

WHEREAS, the Village Council desires to revise the regulations regarding wrecker operators within the Village so as to create reasonable, efficient and cost-effective operations of both non-consensual towing operations as well as towing operations which are requested by a law enforcement agent; and

WHEREAS, the Village Council finds that revising the Village's towing regulations is in the best interests of the Village and its residents.

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

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

herein by this reference.

Section 2. Amendments to the Code. Chapter 50 entitled "Streets, Sidewalks and

Other Public Places", Article VII "Towing", Section 50-100 is hereby amended as follows:

Additional text is shown as <u>underlined</u> ;	deleted text is shown as strikethrough
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Article VII. Towing

Sec. 50-100 Regulation of wrecker operators who provide towing and storage services

(a) *Applicability.* The provisions of this section shall apply to all wrecker operators providing towing of vehicles and vehicle storage at the request of a law enforcement officer, and to towing of vehicles from private properties without the consent of the vehicle operator (non-consensual towing services). This section shall not apply to wrecker operators providing towing of a vehicle at the request of and with the express consent of the operator of the vehicle.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Administration fee means the charge for researching and documenting the registered owner of a vehicle towed and stored by a wrecker operator.

Commercially manufactured wrecker means a tow truck that is:

- (1) Designed and constructed by a wrecker manufacturer that offers its wreckers for sale; or
- (2) Assembled by a business licensed and approved to assemble and certify wreckers according to manufacturer's specifications.

Drop shall mean any instance in which a vehicle owner or agent arrives at the scene of a tow after the vehicle has been connected to the towing or removal apparatus but before the tow truck has left the premises with said vehicle.

Non-consensual towing services shall mean the immobilizing, towing and/or storage of a vehicle, without the prior express consent of the owner or operator, by any person who is not

acting pursuant to a contract with a unit of local, county, state, or federal government.

Notification fee means the charge for notifying a vehicle owner and any lien holders that a wrecker operator has towed and stored the vehicle.

Vehicle means any mobile item which normally uses wheels, whether motorized or not as described in § 715.07(1)(a), F.S.

Wrecker means any motor vehicle that is used to tow, carry, or otherwise transport motor vehicles and that is equipped for that purpose with a boom, winch, car carrier, or other similar equipment.

Wrecker operator means the individual, partnership, corporation, or business entity engaged for hire in the recovery, towing removal, or storage of wrecked, disabled, stolen, illegally parked or abandoned vehicles. For the purpose of this section, a hired driver or employee shall be governed by this section and shall be considered an agent of the wrecker operator.

(c) *Wrecker classification and required equipment.*

(1) Each tow truck owned or maintained by a wrecker operator shall be commercially manufactured and shall conform to all other requirements of this section. The requirements of this section are waived only for those operators with tow trucks that were purchased before the effective date of the ordinance from which this section is derived or that were under a binding contract to purchase entered into before the effective date of the ordinance from which this section is derived.

(2) All tow trucks shall be equipped with a business-type communication radio or mobile telephone or cellular telephone. There shall be one radio or phone for each truck. The equipment shall be licensed and approved by the Federal Communications Commission. The mobile radio or telephone shall enable the wrecker operator to communicate with his trucks within his usual area of operation. A citizens band radio does not meet the requirements of this subsection.

(3) Specifications and required equipment shall be as follows:

a. All wreckers (all classifications) shall include the following:

1. A cradle, tow plate or tow sling to pick up vehicles. The cradle, tow plate or tow sling shall be equipped with safety chains and constructed in such a manner that it will not damage the vehicle to be towed;
2. Dual rear wheels;
3. The name, address and telephone number of the wrecker operator shall be painted or permanently affixed in a conspicuous place on both sides of the trucks as required by § 715.07(2)(a)(7), F.S.;

4. At least one heavy duty push broom with a minimum width of 24 inches;
5. One square shovel;
6. One axe;
7. One crowbar or prybar with a minimum length of 30 inches;
8. Minimum of one five-pound carbon dioxide or dry chemical fire extinguisher or equivalent. Must be approved type and have a current inspection tag attached;
9. One pair of bolt cutters with a minimum opening of one-half inch;
10. One set of jumper cables;
11. One four-way lug wrench;
12. One flashlight;
13. Five 30-minute fuses;
14. One snatch block for each winch with manufacturer's rating to match winch;
15. Extra towing chain six to eight feet in length with hooks;
16. At least three safety cones or triangle reflectors; and
17. Fifty pounds of sand or petroleum absorbent.

b. *Class "A" wreckers (for the removal of cars and light duty trucks and vehicles weighing 10,000 pounds gross vehicle weight or less).* Specifications and equipment in addition to requirements outlined in subsection (c)(3)a. of this section, shall be as follows:

1. A truck chassis with a manufacturer's rated capacity of at least 10,000 pounds gross vehicle weight. A complete, commercially manufactured boom and winch having a manufacturer's combined rating of at least four tons must be mounted on the chassis. Hand crank winches do not satisfy these requirements and will not be approved;
2. A minimum of 100 feet of three-eighths-inch cable;
3. Dollies;
4. Flood lights on the hoist;
5. Vehicles that are equipped with wheel lifts or the equivalent may also qualify as class A tow trucks so long as they are equipped with a boom and all other applicable requirements are met. Wheel lifts shall be rated at a minimum of 3,000 pounds lift capacity and must use wheel safety straps when lifting vehicles by the wheels only; and

6. Operators who wish to remove cars and light trucks may have, in addition, a roll-back or slide-back carrier truck/trailer with specifications and the equipment as provided in subsection (c)(3)c. of this section.

c. *Class "A" roll-back or slide-back wreckers (for the removal of cars and light duty trucks and vehicles weighing 10,000 pounds gross vehicle weight or less).*

Specifications and equipment for roll-back or slide-back carriers in addition to the requirements outlined in subsection (c)(3)a. of this section shall include the following:

1. A truck chassis with a manufacturer's rated capacity of at least 10,000 pounds gross vehicle weight with a minimum of a 16-foot bed, dual rear wheels and a winch with at least 8,000 pounds capacity;
2. A minimum of 50 feet of three-eighths-inch cable;
3. A minimum of two safety tie-down chains of at least ten feet each in length;
4. Two spot (flood) lights mounted on the rear of the carrier; and
5. A roll-back or slide-back carrier trailer shall meet the following requirements:
 - (i) A commercially manufactured carrier trailer with a rated capacity of at least 8,000 pounds gross vehicle weight with a minimum 16-foot bed. A winch with at least 8,000 pounds capacity;
 - (ii) A minimum of 50 feet of three-eighths-inch cable;
 - (iii) Brakes and trailer lights that meet the minimum statutory requirements of state law;
 - (iv) Safety chains; and
 - (v) Must be towed by and used in conjunction with an approved wrecker that meets or exceeds the class of the vehicle to be towed.

d. *Class "B" wreckers (for removal of medium duty trucks or vehicles weighing 20,000 pounds gross vehicle weight or less).* Specifications and equipment in addition to the requirements outlined in subsection (c)(3)a. of this section, shall be as follows:

1. A truck chassis with a manufacturer's rated capacity of at least 20,000 pounds gross vehicle weight. A complete, twin-winch, commercially manufactured boom and winches having a manufacturer's combined rating of at least ten-ton capacity mounted on the chassis;
2. A minimum of 100 feet of at least one-half-inch cable on each drum;
3. One set of scotch blocks for wheels or hydraulic rear-extendable scotch blocks; and

4. Floodlights on the hoist.

e. *Class "C" wreckers (for removal of heavy duty trucks, house trailers, buses, etc., weighing over 20,000 pounds gross vehicle weight).* Specifications and equipment in addition to the requirements outlined in subsection (c)(3)a. of this section, shall be as follows:

1. A truck chassis with a manufacturer's rated capacity of at least 30,000 pounds gross vehicle weight and 30,000 pounds gross vehicle weight for tandem axle trucks. A complete, twin-winch, commercially manufactured boom and winches having a manufacturer's combined rating of at least 25-ton capacity mounted on the chassis;
2. A minimum of 200 feet of at least five-eighths-inch cable on each drum;
3. Air brakes so constructed as to lock the rear wheels automatically upon failure;
4. External air hookup and hoses, to supply air to disabled vehicles;
5. One set of scotch blocks for wheels or hydraulic rear-extendable scotch blocks; and
6. Floodlights on the hoist.

(d) *Insurance requirements.* No person shall for compensation recover, tow, or remove a vehicle or provide vehicle storage or otherwise function as a wrecker operator until that person maintains in effect an insurance policy or policies that shall insure that person for its liability at a minimum:

- (1) For each wrecker, combined single limit of \$500,000.00; and
- (2) For garage keeper's liability, in an amount not less than \$50,000.00 for each loss covering perils of fire and explosion, theft of a vehicle and parts or contents, riot and civil commotion, vandalism, malicious mischief, and for on-hook protection.

(e) *Rates.*

- (1) The maximum rate that may be charged by any wrecker operator subject to this section is as follows, based on the lowest class of wrecker service required for the vehicle, with any trailered appurtenance.

Class A Wrecker Service

Base rate (anytime a wrecker is called to a site)	\$135.00 <u>\$200.00</u>
Inside storage (per day)	No charge for first six(6) hours; Thereafter, \$40.00 <u>\$50.00</u> plus \$2.00 <u>\$3.00</u> per foot for

	vehicles over 20 feet long
Outside storage (per day)	No charge for first six(6) hours; Thereafter, \$30.00 <u>\$40.00</u> plus \$2.00 <u>\$3.00</u> per foot for vehicles over 20 feet long
Administration fee	\$25.00 <u>\$50.00</u>
Notification fee	\$50.00 <u>\$75.00</u> first notification \$20.00 <u>\$25.00</u> each additional letter
Mileage rate from wrecker station to site and return	\$3.00 <u>\$4.00</u> per mile
After hours gate fee	\$50.00 <u>\$200.00</u>
Service call at request of law enforcement officer	\$75.00 <u>\$100.00</u>
Drop fee (50% of base rate)	\$67.50 <u>\$100.00</u>

Class B Wrecker Service

Base rate (anytime a wrecker is called to a site)	\$200.00 <u>\$300.00</u>
Inside storage (per day)	No charge for first six(6) hours; Thereafter, \$40.00 <u>\$50.00</u> plus \$2.00 <u>\$3.00</u> per foot for vehicles over 20 feet long
Outside storage (per day)	No charge for first six(6) hours; Thereafter, \$30.00 <u>\$40.00</u> plus \$2.00 <u>\$3.00</u> per foot for vehicles over 20 feet long
Administration fee	\$25.00 <u>\$50.00</u>
Notification fee	\$50.00 <u>\$75.00</u> first notification \$20.00 <u>\$25.00</u> each additional letter
Mileage rate from wrecker station to site and return	\$4.00 <u>\$5.00</u> per mile
After hours gate fee	\$50.00 <u>\$200.00</u>
Service call at request of law enforcement officer	\$75.00 <u>\$100.00</u>
Drop fee (50% of base rate)	\$100.00 <u>\$150.00</u>

Class C Wrecker Service

Base rate (anytime a wrecker is called to a site)	\$485.00 <u>\$600.00</u>
Mileage rate from wrecker station to site and return	\$5.00 <u>\$6.00</u> per mile

Inside storage (per day)	No charge for first six(6) hours; Thereafter, \$40.00 <u>\$50.00</u> plus \$2.00 <u>\$3.00</u> per foot for vehicles over 20 feet long
Outside storage (per day)	No charge for first six(6) hours; Thereafter, \$30.00 <u>\$40.00</u> plus \$2.00 <u>\$3.00</u> per foot for vehicles over 20 feet long
Administration fee	\$25.00 <u>\$50.00</u>
After hours gate fee	\$50.00 <u>\$200.00</u>
Service call at request of law enforcement officer	\$75.00 <u>\$100.00</u>
Drop fee (50% of base rate)	\$242.50 <u>\$300.00</u>

(2) The daily storage rate must be prorated in six-hour increments when the vehicle is retrieved by the owner or his agent; provided, however, that no storage fee shall be charged if the vehicle is stored for less than 6 hours prior to retrieval by the owner or agent. The notification fee may only be charged when notice is sent by the operator to the vehicle owner and any lienholder.

(3) In the event a law enforcement officer needs a wrecker for a towable violation, and once the towing service has been requested by the officer at the violation site and the operator has advised the officer that he is en route to the request, should the owner or driver of the vehicle in violation return to the vehicle site before the operator has arrived at the vehicle, or before the operator has departed with the vehicle, and upon the officer's authorization to release the vehicle to the owner or driver, then the owner or driver of the vehicle shall pay a charge of not more than one-half of the maximum rate for the class of towing service called for. A wrecker operator may dispatch a heavier class of wrecker to the site but may charge no more than the rates applicable to the type of service required. Should a vehicle that requires towing be trailering a recreational vehicle, boat, or other type of trailer, and only one wrecker is required to remove the vehicle and its trailer, only one tow charge may be levied for the combined length of the vehicle and its trailered accessory.

(4) Every wrecker operator shall conspicuously display at his place of business the maximum charge that he may impose for the towing and storage services covered by this section.

(f) *Storage facilities.*

(1) The wrecker operator shall provide storage for all towed vehicles in an outside storage area unless specific written instructions are given for inside storage by a law enforcement officer. If directed by a law enforcement officer for investigative purposes, the wrecker

operator shall move the vehicle to a designated area for processing prior to storage. In such instance, the law enforcement agency will not authorize release of the vehicle until all outstanding charges by the operator, as authorized by this section have been satisfied.

(2) The storage facility must be properly zoned for such use within the applicable jurisdiction, owned or leased solely by the wrecker operator, and vehicles stored by the operator must be separately fenced and locked. In no event shall a vehicle towed within the Village be taken to a storage facility located more than thirty (30) miles from the location from which the vehicle was towed.

(3) The registered owner of a vehicle or the owner's representatives or owner's insurance adjusters, upon proper identification, shall be permitted to inspect or photograph stored vehicles during the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday. The wrecker operator shall not require the owner, adjuster or representative to pay any fee in order to inspect or photograph the stored vehicle.

(4) All fencing shall be chainlink or solid-wall type and at least six feet in height where permissible under the applicable zoning and land use regulations of the jurisdiction where it is located, to discourage theft of any vehicle or any property being stored inside. All storage facilities shall be illuminated with lighting of sufficient intensity to reveal persons and vehicles at a distance of at least 150 feet during nighttime.

(5) Permanent inside storage within a weather-tight building must be available for 24-hour storage when weather or other conditions require inside storage for the protection of the vehicle or personal property. A lean-to, tent or shed does not meet the requirements of this subsection.

(6) A minimum of 25 storage spaces with three inside storage spaces must be available at all times. Service bays or repair bays do not qualify as inside storage, nor does any area that is used for any activity other than serving as a permanent inside storage area, when vehicles are actually stored inside at the request of a law enforcement agent.

(7) Wrecker operators shall comply with hold orders placed by a law enforcement agency, including any instructions for inside or outside storage. Vehicles involved in a fatality and sealed by the traffic homicide investigator shall remain intact until the seals are removed by the investigator. No property of any kind shall be released to anyone without authority of the homicide investigator. If no fatality occurred, then the vehicle and the property may be released by the wrecker operator upon valid proof of ownership once the hold is released.

(8) For tows authorized at the request of a law enforcement officer, a copy of an inventory prepared by the law enforcement agency of all personal property found in the vehicle shall be provided to the wrecker operator. The wrecker operator shall permit the removal of such property by the vehicle owner or his agent from a stored vehicle during

normal business hours without charge. The agent's authority shall be evidenced by a writing acknowledged by the owner before a notary public or other person empowered by law to administer oaths. A signed receipt for each article removed by the owner or his agent shall be obtained. Personal property shall be defined as any item not affixed to the vehicle that was in the vehicle at the time of the tow. In the case of vehicles stored where no "hold order" has been placed, the wrecker operator will directly release any vehicle upon presentation of proper proof of identification and ownership. If these conditions cannot be met due to unusual or extraordinary circumstances, the vehicle will be released only upon authorization obtained from the law enforcement agency.

(9) Wrecker operators handling the initial tow shall exercise reasonable care and control of parts and contents located in vehicles while under their protection or while in storage.

(10) During the hours from 8:00 a.m. to 6:00 p.m., Monday through Friday, wrecker operators shall provide adequate staffing at the storage facility so that personal property may be removed from the vehicle or the vehicle itself may be released without undue delay.

(11) Should it become necessary that personal property be removed from a vehicle or a vehicle be released when the storage facility is not staffed, the wrecker operator shall be required to do so and shall be allowed to charge a reasonable fee.

(g) Licensing of Wrecker Operator; Right to Operate Within the Village

(1) All wrecker operators of all wrecker classifications subject to this section and operating within the Village shall hold a wrecker operator license with the Village in order to legally operate within the Village limits.

(2) Wrecker operators subject to this section and operating within the Village limits shall be required to renew the wrecker operator license with the Village Clerk on an annual basis. Each wrecker operator license shall be renewed no later than October 1 of each calendar year. The annual license fee and penalty for late renewal shall be as provided by resolution of the Village Council. The Village Manager shall create a wrecker operator license application which shall require the wrecker operator to demonstrate compliance with the requirements of this section.

(h) Operation of wrecker operator on Private Property

(1) Wrecker operators must register all private properties posted as identified in §715.07(2)(a), F.S. with the Village Clerk prior to the placement of signage identified in §715.07(2)(a), F.S. Said registration shall include a letter from the property owner or person authorized by the property owner or lessee indicating that said posting has been requested and approved by the property owner. Such letter must be either notarized or signed by the property owner or authorized person in the presence of two witnesses.

(2) If posted notice subject to §715.07(2)(a), F.S. is removed for any reason by the wrecker

operator, the Village Clerk shall be notified within fifteen (15) days of the removal.

(3) In the event that the owner or operator of a vehicle is present when a wrecker operator arrives to tow, the wrecker operator shall give a verbal warning and at least five (5) minutes for the owner or operator of the vehicle to remove the vehicle from the property before initiating the tow.

(4) In no event shall a wrecker operator initiate a tow when the owner or operator of the vehicle in question is present at the vehicle location, or in the vehicle.

(5) Neither the property owner nor the person authorized by the property owner shall have any interest in nor be affiliated with the wrecker operator towing the vehicle from the property owner's property.

(i) *Jurisdiction.* In the case of an operator who provides towing and removal service covered by this section but provides vehicle storage service in Monroe County or within another municipality, this section shall govern the storage service unless Monroe County or the municipality has adopted and maintains in effect ordinances or regulations governing the same subject matter.

(j) *Penalties.* All law enforcement officials are hereby authorized to assist in the enforcement of this section to the extent that it is within their respective jurisdictions to do so.

(1) It shall be unlawful for any person or entity to violate or fail to comply with any provision of this section. Any such violation shall be punishable in accordance with Section 2-111 of the Code. Each day that any provision of this section is violated shall constitute a separate offense hereunder.

(2) The penalties described in this subsection shall be in addition to the abatement of the violating condition or any other equitable relief. Should any person violate or fail to comply with any provision of this section, the office of the Village Attorney may make application to the circuit court for the Sixteenth Judicial Circuit of Florida for an order to enjoin such violation or failure of compliance.

(k) *Suspension and revocation of wrecker operator license.* In addition to the penalties described above, any wrecker operator who is found to have violated this section on two or more occasions shall be subject to the suspension or revocation of its wrecker operator license. Within ten (10) days of a finding that a wrecker operator has violated two or more provisions of this section, the Village Manager shall schedule a hearing with the violator. The Village Manager shall hear testimony and/or evidence of the nature of the violations and any circumstances associated therewith. After such hearing the Village Manager may, by written notification to the wrecker operator, suspend or revoke the violator's wrecker operator license for a period of up to one year based upon the gravity and frequency of the violations. The violator may appeal the Village Manager's decision to the Village Council by filing written

notice with the Village Clerk within five (5) days of the Village Manager's written determination. The Village Council shall set the matter for hearing for the next regularly scheduled Village Council meeting, and shall provide the wrecker operator with written notice of the hearing no later than fifteen (15) days prior to the date of the hearing. By majority vote, the Village Council may affirm, reverse or modify the decision of the Village Manager based upon the factors considered by the Village Manager and those brought before the Village Council at hearing.

(l) *Refunds of towing fees charged in violation of this section.* Any determination of a violation of this section or applicable Florida law shall result in the refund of any towing charge collected from the owner of an improperly towed vehicle.

(m) *Drop Return of Owner Prior to Tow; Fees.*

(1) A towing service operating within the city shall not tow a vehicle or charge for its services when the registered owner or agent arrives at the scene prior to the towing, unless:

- a. The registered owner or agent refuses to remove the vehicle; or
- b. The vehicle has already been connected to the towing removal apparatus and the registered owner or agent, lessee, or agent refuses to pay a service fee (drop fee) of not more than one-half the rate contained herein for such towing service.

(2) When a vehicle owner or agent agrees to pay a service fee (drop fee) in applicable circumstances, the tow truck operator shall wait a minimum of twenty (20) minutes at the location of the drop to allow the vehicle owner or agent to secure payment funds for the fees enumerated herein at the location of the drop.

(3) Within twenty (20) minutes of payment of a drop fee, the tow truck operator shall disconnect the vehicle from the tow truck and return control of the vehicle to the owner or agent. The tow truck operator shall provide a written receipt as required herein.

(4) A person in the process of towing or removing a vehicle from any private property where the vehicle was not lawfully parked must stop when a person seeks the return of the vehicle.

(5) No fee shall be charged if it is determined that the vehicle was lawfully parked.

(6) The towing service shall accept payment of any drop fee or any immobilization fee (drop or otherwise) at the site at which the tow commenced or the vehicle was immobilized, or at any other location within a one-half mile of the vehicle location. No person shall be required to travel more than a one-half mile from an immobilized vehicle in order to pay a drop fee. Only persons whose immobilized vehicles are also

lawfully towed will be required to pay fees at the location of the stored vehicle as described herein.

Section 3. Repeal of Conflicting Provisions. The Provisions of the Village of Islamorada Code and all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any sentence, section, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses or phrases of the Ordinance but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Inclusion in the Code. It is the intention of the Village Council and it is hereby ordained the provisions of this Ordinance shall become and be made part of the Village of Islamorada Code, that sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption.

[Remainder of this page intentionally left blank]

The foregoing Ordinance was offered by _____, who moved for its adoption on first reading. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilman Henry Rosenthal _____

PASSED on the first reading this _____ day of _____, 2023.

[Remainder of this page intentionally left blank]

The foregoing Ordinance was offered by _____, who moved for its adoption on second reading. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED on the second reading this ____ day of _____, 2023.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY



Council Communication

To: Mayor and Village Council
From: Elizabeth Jolin, Council Member
Date: February 9, 2023
SUBJECT: **Resolution of Support for Full Funding and Completion of Everglades Restoration Projects - TAB 11**

Background:

Council Member Jolin requests consideration of the resolution to support Federal and State funding of Everglades projects.

Analysis:

This resolution will be transmitted to Federal and State officials and the South Florida Water Management District if adopted.

Budget Impact:

There is no impact on the Village's budget.

Staff Impact:

None

Recommendation:

Adopt the resolution as requested.

Attachments: 1. Everglades Funding Resolution

RESOLUTION _____

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, IN SUPPORT OF FULL
FUNDING FOR AND COMPLETION OF EVERGLADES
RESTORATION PROJECTS; URGING MAXIMUM FUNDING FOR
EVERGLADES RESTORATION IN THE 2024 FISCAL YEAR
FEDERAL BUDGET; URGING STATE LEGISLATURE TO SUPPORT
MAXIMUM FUNDING FOR EVERGLADES RESTORATION;
PROVIDING FOR TRANSMITTAL AND PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, Islamorada, Village of Islands (the "Village") is part of the vast Everglades Ecosystem that covers much of South Florida; and

WHEREAS, the Village's coast line encompasses Florida Bay and the Florida Keys National Marine Sanctuary; and

WHEREAS, Florida Bay comprises a large portion of Everglades National Park, and is a vitally important ecosystem that provides critical habitat for numerous plants and animals including federal protected and threatened species and state special concern species; and

WHEREAS, Florida Bay's marine environment supports a multi-billion dollar fishing and ecotourism industry of South Florida, including commercial and recreational fishing, snorkeling, diving, boat and equipment rentals, hospitality and other related businesses; and

WHEREAS, as of 2021, the natural resources and marine environment of the Florida Keys including Florida Bay attracts over 4 million visitors and over \$4.5 billion in economic activity annually, generating \$220 million in sales tax revenue for the State of Florida each year; and

WHEREAS, the health of the Florida Bay's ecosystem is highly dependent on clean and adequate freshwater flows into the southern end of the Everglades system; and

WHEREAS, over the past several decades, the lack of sufficient freshwater flow through the Everglades National Park and into the southern end of the system has contributed to hypersalinity events and algae blooms in Florida Bay damaging its valuable and fragile ecosystem; and

WHEREAS, the Village Council of the Village (the "Village Council") continues to urge the expedited completion of Everglades restoration projects that are necessary to increase freshwater flows through the Everglades, including the Everglades Agricultural Reservoir and the Central Everglades Planning Project; and

WHEREAS, the Village Council commends the Federal Government for consecutive years of record investment in Everglades restoration; and

WHEREAS, the Village Council commends Governor DeSantis on committing 3.5 billion dollars to Everglades restoration and protection of water resources over the next 4 years; and

WHEREAS, the Village Council recognizes that Everglades restoration projects and water management tools that restore freshwater flows through the park and into Florida Bay are critical to the long-term sustainability of the Village's environment, economy and quality of life.

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

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

Section 2. **Supporting Full Funding.** The Village Council hereby reaffirms its strong support for full funding of and construction of Everglades restoration projects.

Section 3. **Urging Federal and State Funding.** The Village Council hereby urges the Federal Government to allocate \$725 million for Everglades restoration in the Federal Government's FY 2024 budget. The Village Council urges the Florida Legislature to fully fund Everglades restoration within the FY 2024 State budget.

Section 4. **Transmittal.** The Village Clerk is hereby authorized to transmit a copy of this Resolution to the U.S. President Joseph Biden, U.S. Senator Marco Rubio, U.S. Senator Rick Scott, U.S. Representative Carlos Gimenez, Florida Governor Ron DeSantis, Florida Senate President Kathleen Passidomo, Florida Speaker of the House Paul Renner, Florida State Representative James V. Mooney, Florida State Senator Ana Maria Rodriguez, USACE Commander Colonel James Booth and South Florida Water Management District Executive Director Drew Bartlett.

Section 5. **Effective Date.** This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 9th day of February, 2023.

Motion to adopt by _____. Seconded by _____.

Remainder of this page intentionally left blank.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY



Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: February 9, 2023
SUBJECT: **Resolution Requesting That the Monroe County Land Authority Prioritize Purchase of the Attached List of Properties within the Village for the Purposes of Habitat Protection and Conservation, As Well As Density Reduction Which Reduces the Potential for Other Issues within the Village and Resell the Properties to the State of Florida, Florida Forever Program - TAB 12**

Background:

A mission of the Monroe County Land Authority (the "Authority") is to acquire property for conservation use and to protect the natural environment and preserve wildlife habitats. The Authority was established to assist in the implementation of land use plans and to serve as an intermediary between landowners and government agencies that regulate land use. The Authority also prevents or satisfies private property acquisition and maintains the conservation land stewardship program within the Florida Keys Area of Critical State Concern. Within this context the Authority's land conservation program seeks to achieve the dual objectives of protecting the natural environment and protecting landowner property rights through the purchase of land from willing sellers. The Authority pre-acquires lands in the Florida Forever boundary and resells the land to the State of Florida Department of Environmental Protection (the "DEP").

Islamorada, Village of Islands (the "Village"), maintains its Comprehensive Plan policy of protecting, conserving, and restoring properties within its jurisdiction for the purposes of habitat conservation. The Authority can assist with this goal by purchasing lands within the Village, especially if they are in Florida Forever and then seek reimbursement from the State of Florida. Purchases must be approved by the Monroe County Land Acquisition Advisory Committee and the Authority's Governing Board.

The Authority has requested that the Village Council adopt a Resolution outlining the property they are seeking the Authority to purchase. Thirty-eight parcels within the Village that represent the most important for conservation and habitat protection remaining in private ownership and within Florida Forever have been identified. This list, attached hereto as Exhibit A, has been reviewed and approved by the Village's Land Acquisition Advisory Committee. The parcels suggested for purchase contain both upland and wetland habitat and total approximately 71 acres, with a range in size from 0.1 to 20 acres. The Village is requesting that the Authority pre-acquire the parcels and subsequently resell them to the State through the Florida Forever Program based on a concerted effort to purchase the parcels and as funding is available.

Analysis:

If acquired, the Village would be responsible for management of the land. The Authority's actions would be to: monitor MLS for listings of Village properties included in the Resolution; target property owners with letters and offers; negotiate a purchase price for properties with willing sellers; obtain appraisals; obtain maximum development potential from the Village Planning Department in a form agreeable to DEP and appraisers; obtain title work; obtain Advisory Committee recommendation to purchase; obtain Governing Board approval for purchase; close the purchase with a title company.

Following this, the Authority's actions would be to work with DEP to: obtain approval to pre-acquire through DEP triage process; obtain DEP title work; provide pre-acquisition package to DEP; monitor and coordinate DEP review and analysis including DEP survey, DEP mapping review, DEP appraisal review, and DEP legal review. And to obtain DEP offer to purchase; obtain DEP contract; obtain Advisory Committee Recommendation to resell to DEP; obtain Governing Board Approval to resell to DEP; close the sale with DEP and notify the Village the sale is complete. The DEP would coordinate with the Village to obtain agreement for the Village to manage the land after purchase.

Budget Impact:

There is no budget impact associated with this Resolution.

Staff Impact:

The Public Works Department and Environmental Resources Manager would oversee management of any lands acquired through acquisition under this program.

Recommendation:

Staff recommends that the Village Council pass and adopt the attached resolution, thereby requesting that the Monroe County Land Authority prioritize purchase of the Village's list of properties.

Attachments:

1. Reso_Land Acq_MCLA_020923
2. Exhibit A

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, REQUESTING THAT THE MONROE COUNTY LAND AUTHORITY PRIORITIZE PURCHASE OF THE ATTACHED LIST OF PROPERTIES WITHIN THE VILLAGE FOR THE PURPOSES OF HABITAT PROTECTION AND CONSERVATION, AS WELL AS DENSITY REDUCTION WHICH REDUCES THE POTENTIAL FOR OTHER ISSUES WITHIN THE VILLAGE AND RESELL THE PROPERTIES TO THE STATE OF FLORIDA, FLORIDA FOREVER PROGRAM; PROVIDING FOR TRANSMITTAL OF THIS RESOLUTION TO THE LAND AUTHORITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village"), is located within the Florida Keys, a designated Area of Critical State Concern; and

WHEREAS, the Village Council of Islamorada (the "Village Council") is elected to represent the best interests of Village residents; and

WHEREAS, the Comprehensive Plan for the Village requires that the Village acquire, protect, conserve, and restore properties within its jurisdiction for the purposes of habitat conservation; and

WHEREAS, the Village has purchased or otherwise acquired a substantial number of parcels for the purposes of habitat conservation amongst other public purposes; and

WHEREAS, particularly, the Village owns sixty-eight parcels and manages an additional 4 parcels in public ownership strictly for the purpose of conservation and habitat protection; and

WHEREAS, the Village has identified 38 parcels, in no particular priority, that represent the most important pieces of property for conservation and habitat protection

remaining in private ownership within the Village; and

WHEREAS, there are multiple reasons for selecting the parcels identified, including but not limited to critical habitat protection, limited potential for development under the Village's Land Development Regulations, some limited opportunity for recreational use, infill to other conservation and land management efforts, and minimization of other potential issues; and

WHEREAS, the parcels suggested for purchase sum to a total of approximately 71 acres with a range in size from approximately one tenth of an acre to as large as 20.25 acres, and with the average parcel size being 1.87 acres; and

WHEREAS, the parcels suggested for purchase contain the following habitats listed from greatest acreage to least acreage: Hammock, Mangrove, Buttonwood, Water; and

WHEREAS, the total taxable value of the parcels suggested for purchase based on 2022 Monroe County Property Appraiser values, is approximately \$7,986,558 with a minimum value of \$99, a maximum taxable value of \$1,593,396, and an average taxable value of \$210,173; and

WHEREAS, the parcels suggested for purchase are on the current Florida Forever purchase list, and thus would typically be prioritized for purchase by the State and Monroe County Land Authority; and

WHEREAS, the Village requests that the Monroe County Land Authority pre-acquire the parcels and subsequently resell them to the State of Florida through the Florida Forever Program based on a concerted effort to purchase the parcels and as funding is available.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA,

VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

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

Section 2. The Village Council of Islamorada, Village of Islands requests that the Monroe County Land Authority pre-acquire parcels within the Village, as identified in Exhibit A, and resell them to the State of Florida, Florida Forever Program, for the purposes of critical habitat protection, elimination of potential for development under the Village's Land Development Regulations, some limited opportunity for recreational use, infill to other conservation and land management efforts, and minimization of potential issues.

Section 3. The Village further requests that land acquired be transferred to the Village for management by the Village, if the State of Florida will not manage the land acquired.

Section 4. **Transmittal.** The Village Council hereby directs that a copy of this Resolution be transmitted to the Executive Director of the Land Authority and any other appropriate parties as soon as possible.

Section 5. **Effective Date.** This Resolution shall take effect immediately upon adoption.

Motion to adopt by _____, seconded by _____.

[Remainder of the page intentionally left blank]

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY

Parcel ID	NAME	ACRES	Sq. Ft.	Total 2022 Assessed Value	FLUM/ Zoning	BPAS Dev. Rights	Habitat	kwp	KEY
00418770-000600	Rieben Cathv A	0.23	10,018	12,297	RM	1	Hammock		Plantation Key
00403900-000000	AV Investors LLC	0.35	15,246	40,067	MU/HC	0	Builtonwood		Upper Matecumbe
00395590-000000	76291 Overseas Hwy. LLC	1.65	71,874	1,509,838	RL/RE	0.25	Hammock/dist		Lower Matecumbe
00404260-000000	AV Investors LLC	0.86	37,461	9,260	RC	0.25	Mangrove	Red Flag	Upper Matecumbe
00093170-000000	Marker 87.5 Enterprises LLC	3.45	150,282	27,324	RL/RE	1.75	Hammock		Plantation Key
00404270-000000	AV Investors LLC	0.86	37,461	9,260	RC/NR	0.25	Hammock	Red Flag	Upper Matecumbe
00402150-000000	Stone Jean 2012 Trust	0.29	12,632	35,659	VC	3,158 nres	Hammock		Upper Matecumbe
00093800-000000	SCOZAK REALTY INC	6.10	265,716	1,593,396	RL/RE	3.1	Hammock		Windley Key
00419400-000300	Carter Emily Griffin & Carter Justin James	0.77	33,541	200,928	RM/R1	1	Hammock		Plantation Key
00092250-000101	Native Rental Properties LLC	0.28	12,196	144,658	RM/R1	1	Hammock		Plantation Key
00092250-000100	Native Rental Properties LLC	1.00	43,560	166,265	MU/HC	1	Hammock		Plantation Key
00092510-000100	JR Land Trust C/O Cheryl and Needs	0.36	15,681	62,626	RC/NR	0.25	Hammock		Plantation Key
00093900-000000	Windley Key Properties Inc.	0.99	43,124	99	RC/NR	0.25	Mangrove		Windley Key
00093900-000200	Windley Key Properties Inc.	2.13	92,782	9,393	RC/NR	0.25	Hammock		Windley Key
00395500-000000	Trammell Julia	2.12	92,347	115,611	RL/RE	1.05	Hammock/waterfront		Lower Matecumbe
00395520-000000	Trammell Julia	1.81	78,843	1,118,680	RM/R1	1	Hammock/waterfront		Lower Matecumbe
00395510-000000	Trammell Julia	2.18	94,960	116,537	RL/RE	1.08	Hammock/waterfront		Lower Matecumbe
00093360-000000	Lural Investments	10.00	435,600	1,095,029	RC/NR	2.5	Hammock		Plantation Key
00415850-000000	Murphy Michael	0.28	12,196	63,990	RC/NR	0.25	Hammock		Plantation Key
00415860-000000	Murphy Michael	0.28	12,196	63,990	RC/NR	0.25	Hammock		Plantation Key
00092450-000100	London Jack	0.30	14,374	2,700	RC/NR	0.25	Hammock		Plantation Key
00092350-000100	London Jack	0.59	25,700	5,310	RC/NR	0.25	Hammock		Plantation Key
00412980-000000	Hooman Andreas	0.14	6,098	26,572	MU/HC	6,098 nres	Hammock		Plantation Key
00404280-000000	AV Investors LLC	0.91	39,636	38,810	RC/NR	0.25	Hammock		Plantation Key
00404520-000000	AV Investors LLC	3.80	165,528	21,077	RC/NR	0.25	Wetland	Red Flag	Upper Matecumbe
00404290-000000	AV Investors LLC	1.05	45,738	41,996	RC/NR	0.25	Hammock/waterfront		Upper Matecumbe
00418770-000400	Kav Brian K	0.23	10,018	20,057	RM/R1	1	Hammock		Plantation Key
00419380-000100	Zanic Bay LLC	0.33	14,374	35,792	RM/R1	1	Hammock		Plantation Key
00414560-000000	Rorira LLC	1.33	57,934	537,879	RM/R1	1	Hammock		Plantation Key
00092030-000000	Sounds of Service Radio Inc.C/O	1.00	43,560	8,110	IND	1	Hammock		Plantation Key
00092120-000000	Myers John	20.25	882,090	38,789	RC/NR	5.01	Hammock/wet		Plantation Key
00092000-000000	Smith Lawrence	1.00	43,560	8,797	RC/NR	0.25	Hammock		Plantation Key
00091880-000500	Cooper James	0.42	18,295	34,349	RM	1	Hammock		Plantation Key
00414570-000000	Rocki 88 LLC	0.91	39,639	371,900	RM/R1	1	Hammock/dist		Plantation Key

Parcel ID	NAME	ACRES	Sq. Ft.	Total 2022 Assessed Value	FLUM/ Zoning	BPAS Dev. Rights	Habitat	kwep	KEY
00092250-000102	BROWN RICHARD P	0.41	17,876	128,734	RM/R1	1	Hammock		Plantation Key
00093790-000000	SCOZAK REALTY INC	0.10	4,360	124,976	RL/RE	0.25	Hammock		Windley Key
00092570-000000	PERRINE ALDEN JOY AND JOY WV TR	1.20	53,860	86,521	RC/NR	0.25	Hammock		Plantation Key
00092320-000000	DRONEY EDWARD ARTHUR	0.97	42,263	59,282	RC/NR	0.25	Hammock		Plantation Key



Council Communication

To: Mayor and Village Council
From: A.J. Engelmeyer, Public Works Director
Date: February 9, 2023
SUBJECT: **Resolution Approving Agreement for Flood Proofing and Emergency Electrical Back-Up for Pump Stations - TAB 13**

Background:

Following Hurricane Irma, the State of Florida Department of Emergency Management ("FDEM") encouraged local governments to apply for Hazard Mitigation Grant Program ("HMGP") funding available from the Federal Emergency Management Agency ("FEMA") for projects meant to enhance and improve disaster recovery and response in the future.

In 2018, the Village applied for six different HMGP grants to fund various mitigation projects. In 2019 and 2020, the Village was awarded three HMGP grants to protect Village assets and improve emergency operations during and after storm events. Collectively, the three grants are to fund trailer-mounted generators and quick connects for three fire stations; quick connects at six wastewater vacuum pump stations and the purchase of three trailer-mounted generators; a Safe Room; and floodproofing at the six wastewater vacuum pump stations and at Fire Station 20. A fourth HMGP grant was awarded in the Spring of 2022 to provide funding to dry floodproof Fire Station 19 and Fire Station 21.

The Village currently has six vacuum pump stations, pumping a daily average flow of 770,990 gallons. The floodproofing and emergency generator systems for the vacuum pump stations are necessary to provide continuity of sanitary sewer service for the community during a hurricane or other disaster. There are four (4) vacuum pump stations on Plantation Key, one on Upper Matecumbe Key, and one on Lower Matecumbe Key. An agreement with FEMA for grant funding in the amount of \$495,000.00 was approved by the Village Council on March 5, 2020, through adoption of Resolution No. 20-03-20. At its meeting on February 25, 2021, the Village Council adopted Resolution No. 21-02-14 approving the selection of CPH, Inc., following completion of a competitive bid process to provide design and engineering services for the Project in the amount of \$63,000.00.

Analysis:

On December 15, 2022, the Village issued Request for Proposals (RFP) 22-14 with the objective to enter into an agreement with an experienced contractor who shall provide all necessary expertise, personnel, tools, materials, equipment, supervision, in a timely and responsive timeframe to complete the Project pursuant to the designs prepared by CPH, Inc., and approved by the Florida Department of Emergency Management (FDEM), which is administering the FEMA HMGP process.

The Village received three (3) proposals in response to RFP 22-14 by the submittal deadline

of January 23, 2023. The Village Manager appointed an RFP 22-14 Evaluation Committee (the "Committee") comprised of Public Works and Wastewater Director Andrew Engelmeyer; Fire Chief Terry Abel, and Contracted Electrical Inspector Mike Loesch from M.T. Causley. Cost is not the only factor considered during an evaluation. Consideration is also given to each firm's organization, experience, qualifications, and proposed timeline for completion.

The proposals were reviewed and scored by the Evaluation Committee in a publicly noticed meeting on January 26, 2023. A maximum of 100 points were available in the scoring system, for a total maximum score by the Committee of 300 points. The Committee ranked the proposals as follows according to the criteria and point system provided in the RFP.

Rank	Proposer/Firm Name	Points	Cost Proposal
1	Zabatt Power Systems	257	\$ 1,272,118.41
2	GLF Construction Corporation	247	\$ 1,195,109.00
3	All Florida Contracting Services	247	\$ 1,254,227.00

Despite a higher cost proposal, the proposal from Zabatt Power Systems scored the highest because they offer a two-year warranty and could complete the project sooner thus meeting the grant close-out deadline. RFP 22-14 specified two 250 kw generators and one 200 kw generator. The Committee discussed the available option in the proposal from Zabatt Power Systems to provide three 250 kw generators at an additional cost of \$33,341.25 bringing the proposal to \$1,305,459.66. The Committee agreed that it would be best to have all the generators the same for ease of maintenance and availability of spare parts.

Adoption of the proposed Resolution would approve the ranking of the RFP 22-14 Evaluation Committee and the recommended selection of Zabatt Power Systems for the project. The proposed Resolution would also authorize the Village Manager and Village Attorney to enter into an agreement with Zabatt Power Systems for the requested services in substantially the form of Agreement provided as an exhibit to RFP 22-14 and attached hereto as Attachment 1 to the proposed Resolution. The proposal from Zabatt Power Systems is provided as Exhibit "1" to the form of Agreement.

Budget Impact:

This is a cost reimbursement grant agreement, subject to the availability of funds. The currently obligated grant funding for the Project is \$660,000.00. The federal 75% share is \$495,000.00, and the 25% Village share is \$165,000.00. Costs incurred to date for the design and engineering are approximately \$63,000.00. The additional cost for construction if the proposal from Zabatt Power Systems is approved would be \$1,305,459.66 bringing total project costs to \$1,368,459.66. The cost of floodproofing each of the wastewater pump stations is included in this total.

Village staff will submit a request to increase the federal share under the grant to 75% of the current project costs in the amount of \$1,368,459.66 or \$1,026,344.75. The Village's 25% share would increase to \$342,114.92. If the federal portion remains at \$495,000.00, this will mean that the Village's share would be \$873,459.66 instead of \$165,000.00 (an increase of \$708,459.66).

The primary funding source for the Village's share would be Wastewater Rate Revenue accounted for in the Wastewater Enterprise Fund. Local government discretionary sales surtax accounted for in the Capital Project Fund could be utilized to supplement Wastewater

Rate Revenues. Funding through the Florida Keys Water Quality Improvement Program might also be available. A request for funding through that program to the U S Army Corps of Engineers will also be made.

Staff Impact:

Village staff, including the Public Works and Wastewater Director, would communicate and coordinate with Zabatt Power Systems to ensure the design and engineering services are provided timely. Public Works, Wastewater and Finance Department staff would continue to work with FEMA and FDEM until the Project is completed, funded, and closed out.

Recommendation:

It is recommended that the Village Council adopt the attached resolution, thereby approving and authorizing the agreement with Zabatt Power Systems.

- Attachments:**
1. Resolution
 2. Exhibit "1"
 3. Exhibit "A"

RESOLUTION NO. 23-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AN AGREEMENT WITH ZABATT POWER SYSTEMS TO PROVIDE STRUCTURE FLOOD PROOFING AND EMERGENCY ELECTRICAL BACK-UP POWER CONNECTIONS FOR SIX WASTEWATER VACUUM PUMP STATIONS, AND PURCHASE OF THREE TRAILER MOUNTED DIESEL GENERATORS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Village was awarded grant funding from the Federal Emergency Management Agency ("FEMA") Hazard Mitigation Grant Program ("HMGP") administered by the Florida Department of Emergency Management ("FDEM") for the design and construction of flood proofing and manual transfer switches with quick connects for six wastewater vacuum pump stations, and three trailer mounted diesel generators; and

WHEREAS, on December 15, 2022, the Village issued Request for Proposals (RFP) 22-14 to solicit proposals from qualified firms to furnish all necessary supervision, labor, tools, parts, and equipment for the design and engineering of this Project; and

WHEREAS, the Village Manager established an Evaluation Committee (the "Committee") to review responsive proposals and make a recommendation to the Village Council for the selection of a professional to complete the Project; and

WHEREAS, the Committee reviewed the proposals received using the selection criteria detailed in RFP 22-14 and recommends selection of the highest-ranked proposal from Zabatt Power Systems for the requested services for an amount not to exceed One Million Three Hundred Five Thousand Four Hundred Fifty-Nine and 66/100 Dollars (\$1,305,459.66); and

WHEREAS, the Village shall submit a request to the FDEM to increase in the federal portion of the grant award amount based on the total cost for the project; and

WHEREAS, if the request for an increase in grant funding through the HMGP program is not approved, the Village's share would increase to the total of project costs above \$495,000.00 (approximately \$874,000.00); and

WHEREAS, the Village Council finds that approval of the Agreement with Zabatt Power Systems is in the best interest of the Village and its residents.

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

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

Section 2. **Approval of Agreement.** The Village Council hereby approves the Agreement with Zabatt Power Systems attached hereto as Exhibit "1" to complete the Services to provide emergency electrical back-up power and structural floodproofing for six wastewater pump stations.

Section 3. **Execution of Agreement.** The Village Manager is authorized to execute the Agreement with Zabatt Power Systems on behalf of the Village, to execute any required documents to implement the terms and conditions of the Agreement, and to execute any extension and/or amendments to the Agreement, subject to approval as to form and legality by the Village Attorney.

Section 4. **Authorization of Fund Expenditures.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the

Village Manager is hereby authorized to expend budgeted funds for the Services and to present budget amendments to the Village Council as necessary and appropriate.

Section 5. **Effective Date.** This Resolution shall become effective immediately upon its adoption.

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B Pinder III	_____
Vice Mayor Sharon Mahoney	_____
Councilman Mark Gregg	_____
Councilwoman Elizabeth Jolin	_____
Councilman Henry Rosenthal	_____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

JOSEPH B PINDER, III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

AGREEMENT

THIS IS AN AGREEMENT, dated the day of , 2023, between:

ISLAMORADA, VILLAGE OF ISLANDS

a Florida municipal corporation, hereinafter "**VILLAGE**,"

and

Zabatt Engine Services, Inc.

a Corporation authorized to do business in the State of Florida, hereinafter "**CONTRACTOR**."

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, VILLAGE and CONTRACTOR agree as follows:

Article I. PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Section 1.01 The VILLAGE is in need of an independent experienced contractor for the installation of manual transfer switches into six (6) wastewater lift stations, purchase and set up three (3) trailer-mounted emergency generators, with quick-connect couplings and lugs that will allow the connection of the trailer-mounted generators, and to install floodproofing panels for six (6) wastewater lift stations (the "Project").

Section 1.02 On December 15, 2022, the VILLAGE issued Request for Proposals No. 22-14 for the Project, including all Exhibits and Addenda (the "RFP").

Section 1.03 On January 23, 2023, the VILLAGE received several proposals including a proposal from CONTRACTOR for completion of the Project as expressed in the RFP.

Section 1.04 The evaluation committee ranked the responsive proposals in accordance with the RFP and determined that CONTRACTOR was the highest ranked, responsive and responsible proposer for the Project.

Section 1.05 On _____, 2023, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 2__-__-__, awarding the RFP to CONTRACTOR and authorizing the Village to negotiate and execute this Agreement with CONTRACTOR for the Project.

Section 1.06 VILLAGE and CONTRACTOR desire to enter into this Agreement for the completion of the Project in accordance with the RFP which is incorporated herein and as made part of this Agreement as if fully set forth herein and in ARTICLE 2 entitled "SCOPE OF WORK" and on the schedule set forth in ARTICLE 3 entitled "TIME FOR COMPLETION".

Article II. SCOPE OF WORK

Section 2.01 CONTRACTOR shall furnish all necessary expertise, personnel, tools, materials, equipment and supervision, to perform all of the work for the Project described in the RFP, and the Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

Section 2.02 CONTRACTOR hereby represents to VILLAGE, with full knowledge that VILLAGE is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and personnel to perform the services to be provided by CONTRACTOR for the Project pursuant to the terms of this Agreement.

Section 2.03 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards.

Section 2.04 None of the work or services under this Agreement for the Project shall be subcontracted by CONTRACTOR, unless CONTRACTOR obtains prior written consent from the VILLAGE. Approved subcontractors shall be subject to each provision of this Agreement and CONTRACTOR shall be responsible and indemnify the VILLAGE for all subcontractors' acts, errors or omissions.

Article III. TIME FOR COMPLETION

Section 3.01 The CONTRACTOR shall commence work as directed by VILLAGE and in accordance with a Project timeline to be provided to CONTRACTOR by the VILLAGE. CONTRACTOR shall complete all work in a timely manner in accordance with the Project timeline and as stated in Exhibit "A" to this Agreement.

Section 3.02 Anything to the contrary notwithstanding, minor adjustment to the Project timeline for completion approved by VILLAGE in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR.

Section 3.03 VILLAGE and CONTRACTOR recognize that time is of the essence with respect to the completion of the Project and VILLAGE would suffer financial loss if the Project is not completed within the time specified in the timeline for completion set forth in Exhibit "A" as mention above, subject to adjustments of such timeline as approved by the Village as provided in the RFP and Proposal. VILLAGE and CONTRACTOR also recognize the expense and difficulties involved in proving with reasonable certainty the actual loss or damage suffered by VILLAGE if the Project is not completed on time. Accordingly, in lieu of requiring any such proof, VILLAGE and CONTRACTOR agree that, as liquidated damages for delays, or early termination of the Agreement, CONTRACTOR shall pay VILLAGE, in addition to any other damages and/or remedies to which VILLAGE may be entitled, the dollar amount equal to six one hundredths of a percent (0.06%) per day of total Contract Price (as defined below) for each calendar day within the first fifteen (15) days after the final completion date set forth in the timeline where the CONTRACTOR fails to reach final completion in accordance with the RFP and Proposal attached hereto as Exhibit "A" or in the event of early termination of the Agreement, for each calendar day within the first fifteen (15) days from termination to the stated completion date. For each calendar day after the first fifteen days following the final completion date provided in the timeline where the CONTRACTOR fails to reach final completion in accordance with the RFP and Proposal the VILLAGE shall be entitled to the dollar amount equal to one tenth of one percent (0.1%) per day of total Contract Price until the CONTRACTOR achieves final completion with respect to a delay or in the event of earlier termination of the Agreement, for each calendar day after the first fifteen days from termination to the stated final completion date, the Village shall be entitled to the dollar amount equal to one tenth of one percent (0.1%) per day of total Contract Price. CONTRACTOR further agrees that the amount of liquidated damages assessed pursuant to this paragraph is reasonable and does not constitute a penalty. Although the parties recognize the difficulty of proving the loss or damage suffered by the VILLAGE due to delay or early termination, the CONTRACTOR acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of this Agreement.

Article IV. CONTRACT PRICE, GUARANTEES AND WARRANTIES

Section 4.01 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with the Proposal attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as reflected in Exhibit "A". A total contract price hereto is referred to as Contract Price and shall not exceed **One Million Three Hundred Five Thousand Four Hundred Fifty Nine and 66/100 Dollars (\$3,305,459.66.00).**

Section 4.02 The VILLAGE will make payments to CONTRACTOR for completed and proper work and in the amounts stated in Exhibit "A" in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

Section 4.03 The CONTRACTOR shall guarantee all portions of the Project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by VILLAGE.

Section 4.04 The CONTRACTOR shall specify warranty duration and guidelines, inclusions and exclusions for all products.

Section 4.05 The making and acceptance of the final payment shall constitute a waiver of all claims by the CONTRACTOR other than those arising from requirements of the specifications.

Section 4.06 CONTRACTOR is prohibited from placing a lien on the Village's property. This prohibition applies to; inter alia, all sub-contractors and suppliers and labors.

Article V. CONTRACTOR'S LIABILITY INSURANCE/BOND

Section 5.01 The CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all insurance required under this Article and such insurance has been approved by the VILLAGE nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

Section 5.02 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the VILLAGE prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

Section 5.03 Financial Ratings of the insurers must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

Section 5.04 Insurance shall be in force during the term of this Agreement. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

Section 5.05 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are as follows: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- (a) Workers' Compensation Insurance – as required by law;
- (b) Comprehensive General Liability Insurance, including Premises Operation, Products and Completed Operations, Blanket Contractual Liability, Personal Injury Liability, Expanded Definition of Property Damage - \$1,000,000 combined single limit;

- (c) Automobile Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 per Accident for bodily injury and \$1,000,000 per accident for property damage; and
- (d) Pollution Liability - \$1,000,000 per Occurrence, \$2,000,000 Aggregate. Contractor shall purchase and maintain pollution liability insurance against claims for damages arising out of the assessment, removal, remediation, transport and/or handling of hazardous materials, including but not limited to mold, asbestos, and lead. The policy shall include a minimum limit of not less than \$1,000,000.00 per claim and in the aggregate. Said pollution liability policy shall include and list as additional insureds the Village, include coverage for its respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and, the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

Section 5.06 The CONTRACTOR shall hold the VILLAGE, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of CONTRACTOR's negligent operations in completing the Project and name the VILLAGE as an additional insured under their policy.

Section 5.07 The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

Section 5.08 Bonds. If required by the VILLAGE, prior to performing any portion of the Scope of Work the CONTRACTOR shall deliver to VILLAGE the Bonds required to be provided by CONTRACTOR hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the CONTRACTOR shall obtain and thereafter at all times during the performance of the Scope of Work maintain a separate performance bond and labor and material payment bond for the Scope of Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by VILLAGE and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be CONTRACTOR's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the CONTRACTOR shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to VILLAGE.

Article VI. PROTECTION OF PROPERTY

Section 6.01 At all times during the performance of this Agreement, the CONTRACTOR shall protect the VILLAGE's property and properties adjoining the Project site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

Article VII. CONTRACTOR'S INDEMNIFICATION

Section 7.01 The CONTRACTOR agrees to release the VILLAGE from and against any and all liability and responsibility in connection with this Agreement and the matters contained herein. The CONTRACTOR further agrees not to sue or seek any money or damages from VILLAGE in connection with this Agreement except with respect to payment for services rendered with respect to this Agreement.

Section 7.02 The CONTRACTOR agrees to indemnify, defend and hold harmless the VILLAGE, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the VILLAGE or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions with respect to this Agreement.

Section 7.03 If a court of competent jurisdiction holds the VILLAGE liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the VILLAGE may possess. The VILLAGE specifically reserves all rights as against any and all claims that may be brought.

Section 7.04 Nothing in this Agreement shall be deemed or treated as a waiver by the VILLAGE of any immunity to which it is entitled by law, including but not limited to the VILLAGE's sovereign immunity as set forth in Section 768.28, Florida Statutes.

Article VIII. INDEPENDENT CONTRACTOR

Section 8.01 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the VILLAGE's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

Article IX. CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

Section 9.01 The VILLAGE may request changes that would increase, decrease or otherwise modify the Scope of Work to be provided under this Agreement as described in Article II of this Agreement. Such changes or additions to the Project must be in accordance with the provisions of the Code of Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work to the Project. Each amendment shall at a minimum include the following information on the Project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT
ESTIMATED PROJECT COMPLETION DATE

Section 9.02 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement or amendment executed by the parties hereto.

Article X. TERM AND TERMINATION

Section 10.01 This Agreement may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, the CONTRACTOR shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full Contract Price. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

Section 10.02 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the VILLAGE.

Article XI. CONTRACT DOCUMENTS

Section 11.01 CONTRACTOR and VILLAGE hereby agree that the following Contract Documents and Exhibits, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; including CONTRACTOR's Proposal in response to the RFP as set forth and incorporated into this Agreement as Exhibit "A"; the RFP as incorporated into this Agreement and all other addendums and exhibits thereto. In the event there is a conflict between the terms of the RFP, CONTRACTOR'S Proposal, and this Agreement, the terms of this Agreement shall prevail.

Article XII. MISCELLANEOUS

Section 12.01 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

Section 12.02 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

Section 12.03 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

Section 12.04 Public Records. VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this Agreement;
- (b) Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

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

THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.

Section 12.05 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of VILLAGE.

Section 12.06 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, 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 CONTRACTOR, 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 this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

Section 12.07 E-Verify. CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

Section 12.08 Scrutinized Companies.

- (a) CONTRACTOR certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- (b) If this Agreement is for more than one million dollars, CONTRACTOR certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if CONTRACTOR, its affiliates, or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- (c) CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- (d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 12.09 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE:	Village Manager Islamorada, Village of Islands 86800 Overseas Highway Islamorada, Florida 33036
Copy To:	Village Attorney Islamorada, Village of Islands 86800 Overseas Highway Islamorada, Florida 33036
CONTRACTOR:	Sandra Sabatier Officer/Secretary Zabatt Engine Services, Inc. 4612 Highway Ave. Jacksonville, FL 32254 sales@zabatt.com

Section 12.10 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

Section 12.11 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

Section 12.12 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

Section 12.13 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to

which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Section 12.14 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

Section 12.15 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.

Section 12.16 Extent of Agreement. This Agreement together with Contract Documents and Exhibits, attached hereto, as amended herein above represents the entire and integrated agreement between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

Section 12.17 Waiver. Failure of the VILLAGE to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

Article XIII. FEDERAL CONTRACT PROVISIONS AND REQUIRED FORMS

Section 13.01 Federal Funding. The Project as provided under this Agreement is expected to be funded in full or in part by a federal grant. Neither the United States nor any of its departments, agencies or employees is or will be a party to this Agreement.

Section 13.02 Superseding Provisions. Notwithstanding any other provisions provided herein, the Federal contract provisions and FEMA contract provisions listed below and set forth on the following pages were made part of the RFP for the Project and are made a part of this Agreement and shall supersede any other provisions inconsistent herein.

- (a) REMEDIES FOR BREACH
- (b) TERMINATION FOR CAUSE AND CONVENIENCE
- (c) DAVIS BACON ACT
- (d) EQUAL EMPLOYMENT OPPORTUNITY/NOTICE OF AFFIRMATIVE ACTION
- (e) COPELAND ANTI-KICKBACK ACT
- (f) RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT
- (g) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
- (h) CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
- (i) PROCUREMENT OF RECOVERED MATERIALS
- (j) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS
- (k) RETENTION OF RECORDS
- (l) SUSPENSION AND DEBARMENT - *Signed and submitted with proposal*
- (m) BYRD ANTI-LOBBYING AMENDMENT - *Signed and submitted with proposal*

- (n) ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS – *Signed and submitted with Proposal*
 - (i) ACCESS TO RECORDS -
 - (ii) CHANGES/MODIFICATIONS
 - (iii) NON-USE OF OFFICIAL SEAL, LOGO AND FLAGS
 - (iv) COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS
 - (v) NOT OBLIGATION BY THE FEDERAL GOVERNMENT
 - (vi) PROGRAM FRAUD AND FALSE/FRAUDULENT STATEMENTS OR RELATED ACTS

[FEDERAL CONTRACT PROVISION BEGIN ON NEXT PAGE]

Section 13.03 Remedies for Breach. In addition to all other remedies included in this Agreement, CONTRACTOR shall, at a minimum, be liable to the VILLAGE for all foreseeable damages it incurs as a result of CONTRACTOR violation or breach of the terms of this Agreement. This includes without limitation any costs incurred to remediate defects in CONTRACTOR's services and/or the additional expenses to complete CONTRACTOR's Services beyond the amounts agreed to in this Agreement, after CONTRACTOR has had a reasonable opportunity to remediate and/or complete its Services as otherwise set for in this Agreement. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

Section 13.04 Termination for Cause and Convenience. This Agreement resulting from a procurement activity by VILLAGE may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for Services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full Contract Price. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

Section 13.05 Davis Bacon Act. The Davis Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

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

Section 13.06 Equal Employment Opportunity. During the performance of this Agreement, the CONTRACTOR agrees as follows:

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

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

- (b) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information..
- (d) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (f) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (h) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

Section 13.07 COPELAND ANTI-KICKBACK ACT Applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It does not apply to the FEMA Public Assistance Program.

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

Section 13.08 Rights to Inventions made Under This Agreement.

- (a) **Standard.** If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

- (b) **Applicability.** This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- (c) **Funding Agreements Definition.** The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.”

Section 13.09 Contract Work Hours and Safety Standards Act. This Section applies to all FEMA contracts awarded by the non-federal entity (the VILLAGE) in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (a) ***Overtime requirements.*** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (b) ***Violation; liability for unpaid wages; liquidated damages.*** In the event of any violation of the clause set forth in paragraph (a) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

- (c) ***Withholding for unpaid wages and liquidated damages.*** The VILLAGE shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- (d) ***Subcontracts.*** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section

Section 13.10 Clean Air Act and Federal Water Pollution Control Act.

- (a) **Clean Air Act.** This requirement applies to contracts awarded by a non-federal entity (the VILLAGE) of amounts in excess of \$150,000 under a federal grant.
 - (i) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - (ii) The CONTRACTOR agrees to report each violation to the VILLAGE, and understands and agrees the VILLAGE will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - (iii) The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- (b) **Federal Water Pollution Control Act.**
 - (i) The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - (ii) The CONTRACTOR agrees to report each violation to the VILLAGE, and understands and agrees that VILLAGE will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (iii) The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Section 13.11 PROCUREMENT OF RECOVERED MATERIALS. The CONTRACTOR agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act.

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

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

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

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

Section 13.12 Contracting With Small And Minority Businesses, Women's Business Enterprises, And Labor Surplus Area Firms.

- (a) In accordance with 2 C.F.R. §200.321, the CONTRACTOR shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:
 - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (v) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.
- (b) The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- (c) The "socioeconomic contracting" requirement outlines the affirmative steps that the CONTRACTOR must take; the requirements do not preclude the CONTRACTOR from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- (d) The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the CONTRACTOR to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

Section 13.13 Retention of Records. Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the three (3)-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the three (3)-year retention requirement is not applicable to the non-Federal entity.
- (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 - (i) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the three (3)-year retention period for its supporting records starts from the date of such submission,

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

[Remainder of Page Intentionally Left Blank]

Section 13.14 SUSPENSION AND DEBARMENT

- (a) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (b) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (c) This certification is a material representation of fact relied upon by the VILLAGE. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to VILLAGE, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (d) The undersigned proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature of Authorized Certifying Official

Name and Title of Authorized Certifying Official

Date

Section 13.15 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended).

CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, CONTRACTORS must sign and submit to the non-federal entity the following certification:, 44 C.F.R. PART 18 – **CERTIFICATION REGARDING LOBBYING**. The certification is found on the next page.

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Authorized Certifying Official

Name and Title of Authorized Certifying Official

Date

Section 13.16 Additional Contract Terms for Federal and FEMA Funded Projects. The following paragraphs will also become a part of this Agreement resulting from the RFP:

(a) **Access to Records.**

- (i) The CONTRACTOR agrees to provide the VILLAGE, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (ii) The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (iii) The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (iv) In compliance with the Disaster Recovery Act of 2018, the VILLAGE and the CONTRACTOR acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(b) **Changes to the Contract.** Any changes to this Agreement, modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

(c) **Non-use of DHS Seal, Logo, and Flags.** The CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.

(d) **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this Agreement. The CONTRACTOR will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.

(e) **No Obligation by Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Agreement.

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

[Signature Page to this Agreement on Following Page]

[SIGNATURE PAGE TO AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONTRACTOR, by and through its _____, duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____
Ted Yates, Village Manager

AUTHENTICATION:

Marne McGrath, Village Clerk

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

John J. Quick, Interim Village Attorney

CONTRACTOR

WITNESS:

Print Name:_____

By:_____

Print Name:_____

Title:_____

Date:_____

ATTEST:

SECRETARY

STATE OF FLORIDA)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____ (year) by _____ (name of person making the statement) as _____ (title) of _____ (company name), who __ is personally known to me or __ has provided Florida Driver's License as identification.

NOTARY PUBLIC

My Commission Expires:

Exhibit "A"

FORM OF CONTRACTOR'S PROPOSAL

[ATTACH]



Zabatt Power Systems
 4612 Highway Avenue
 Jacksonville, FL 32254
 PH: 904 384 4505
www.zabatt.com
 CBC1257077
 EC13007198

Jacksonville

Orlando

Tampa

Miami

1.18.2023

RE: RFP 22-14, Emergency Backup Power and Flood Proofing Project for Islamorada
 Wastewater Vacuum Pump Stations

The Purpose of this document is to comply with page 6, VIII. Eligibility Criteria

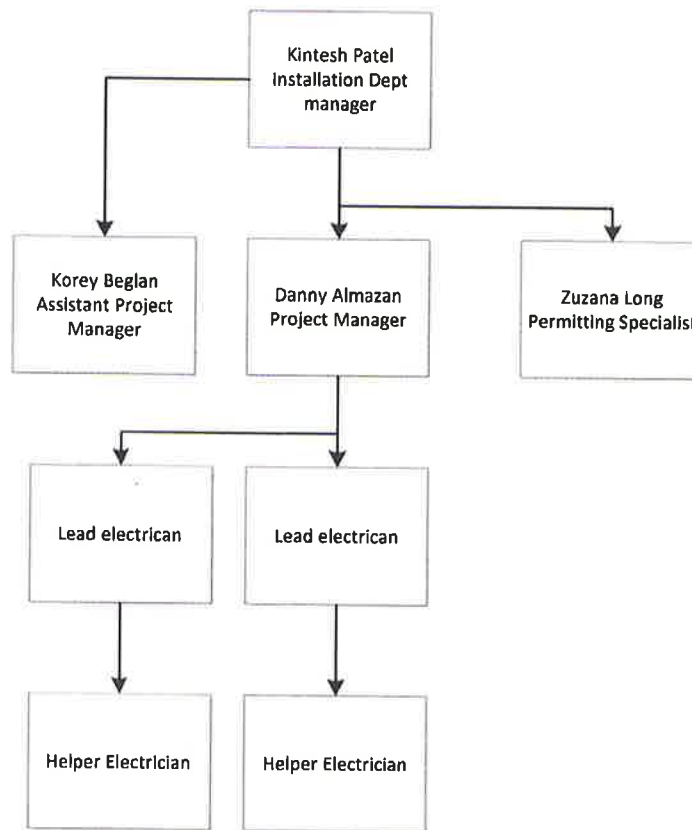
Zabatt Power Systems has been proudly serving Florida since 1977. Founded by Jose Sabatier, who immigrated to Florida from Cuba, Zabatt started as an engine rebuilding shop, and expanded to power generation in the mid-1990s. Today, Zabatt has over 150 employees and services over 8,000 generators annually throughout the southeast. Zabatt has offices in Jacksonville, Orlando, Tampa and Pembroke Pines, with technicians and electricians throughout the state. We are a licensed building, electrical and fuel piping contractor, utilizing our full time installation team for turn-key, design build and bid projects, focusing primarily on standby power applications. Zabatt has completed thousands of generator installations, and some of our biggest customers include T-Mobile, Jacksonville Fire Department, Verizon, Publix, FDOT, FDOC, and JEA.

Zabatt believes we are the right partner for this project. Zabatt has completed many similar projects, and can provide references to support our quality work. We have never defaulted on a contract or been charged liquidated damages. Our project team model assigns a designated project manager (Danny Almazan, 15 years of experience), and field crew (2-4 electricians, licensed journeyman lead and helper pairs) to your project to ensure a consistent point of contact for our customer. Our electricians are based in the South Miami area. Our Installation Dept Manager, Kintesh Patel, completed the site visit and will also support the project. Kintesh has over 20 years' experience and carries a certified electrical contractor license. Permitting is also handled in-house with a designated permitting support specialist. (Org chart attached).

Zabatt has completed a site visit, asked questions, and reviewed the provided specifications and drawings for this project. Zabatt understands the scope of work, and is an authorized dealer for the manual transfer switches and mobile generators, meaning we can also perform the equipment commissioning, and required FDEP testing for the stand-alone fuel tank. Our bid will remain valid*for 90 days as required in VIII,1. Zabatt provides a one (1) year warranty on materials and workmanship, separate from the manufacturer's equipment warranties.

The current lead time for the manual transfer switches is 27 - 29 weeks. The current lead time for the generators is 36-38 weeks. All site work will be completed within 6-8 weeks of equipment availability. Permitting will take place concurrently with manufacturing time. This brings the project schedule to 44-46 weeks from release to completion.

Organization chart for RFP 22-14, Emergency Backup Power and Flood Proofing Project for Islamorada Wastewater Vacuum Pump Stations



Thank you,


Sandra Sabatier
Officer, Secretary
Zabatt Engine Services, Inc.

12. SUSPENSION AND DEBARMENT

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

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

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

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



Signature of Authorized Certifying Official

Sandra M. Sabatier - Secretary

Name and Title of Authorized Certifying Official

1/19/2023

Date

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

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the following certification: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING. The certification is found on the next page.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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


Signature of Authorized Certifying Official

Sandra M. Sabatier - Secretary

Name and Title of Authorized Certifying Official

1/19/2023

Date

Request for Proposals
EMERGENCY BACKUP POWER AND FLOODPROOFING PROJECT FOR ISLAMORADA WASTEWATER VACUUM PUMP
STATIONS (RFP 22-14)

Page 21 of 23

ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS

The following clauses will form part of the Agreement between Islamorada, Village of Islands and the Contractor resulting from this RFP.

A. Access to Records:

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

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

B. Changes to the Contract:

Any changes to the Agreement between Islamorada, Village of Islands and the Contractor modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

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

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

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



Signature of Contractor's Authorized Official

Sandra M. Sabatier - Secretary
Name and Title of Contractor's Authorized Official

4612 Highway Avenue
Jacksonville, Florida 32254

August 25, 2022

Tel: 904 384 4505
Fax: 904 384 9916
www.zabatt.com

REFERENCES:

1. **JEA** – William Breadon – 904-665-4285 – breaawa@jea.com
Description: Supply and install various diesel generators with UL2085 sub-base tanks and ASCO NEMA 4x transfer switches.
Contract Price: \$6,900,000.00
2. **T-Mobile** – Anthony Grat – 813-243-3206 – Anthony.grat@t-mobile.com
Description: Install various size generators and transfer switches at various T-Mobile cell towers sites.
Contract Price: \$5,000,000.00
3. **Seminole County** – Mike Boggs – 407-665-2110 – mboggs@seminolecountyfl.gov
Description: Supply and install 26 generator and ATS's for 26 lift stations
Contract Price: \$1,501,587.00
4. **City of Jacksonville** – Gene Klingbeil – 904-630-5210 – GeneK@coj.net
Description: Supply and install 100kW's and automatic transfer switch at 21 sites
Contract Price: \$1,257,967.00
5. **City of Lauderhill** – Herb Johnson – 954-730-4207 – hjohnson@lauderhill-fl.gov
Description: Supply and install generators at lift stations 9, 17, 18 & 21
Contract Price: \$591,028.00
6. **City of Minneola** – Fred Miller – 352-394-3598 – fmiller@minneola.us
Description: Supply and install 400kW generator and two 800 amp transfer switches
Contract Price: \$412,744.00
7. **FDOT** – Leonard J. Robinson – 407-264-3331 – Leonard.Robinson@dor.state.fl.us
Description: Supply and install generators and transfer switches at various locations along the Florida Turnpike System for the North Region
Contract Price: \$194,565.00
8. **Kroger** – Bruce Immel – 407-708-5267 – bruce.immel@krogerhealth.com
 - a. **Description:** Supply and install 25kW generator with 100 amp ATS.
 - b. **Contract Price:** \$78,531.00

Twenty-Four Hour Service Line
800 366 1323

Zabatt Power Systems - REFERENCE LIST

Project description: Install various size generators and transfer switches at various T-Mobile cell tower sites / service contract to maintain their cell tower sites

Project name & location: T-Mobile Cell Towers; various locations throughout the state of FL

Project Owner: T-Mobile

Contact: Tony Grat @ 6902 Cypress Park Drive, Tampa, FL 33634

Contact info: Phone: 813-243-3206

Fax: 813-348-5726

Email: Anthony.grat@t-mobile.com

Date: From: Late 90's To: On-going

Contract Price: On-Going

Project description: Supply & Install various diesel generators w/ UL2085 sub-base tanks & ASCO NEMA 4X transfer switches

Project name and location: Duval, Nassau, Clay, & St. Johns County

Project owner: JEA (Jacksonville Electric Authority)

Contact: William Breadon

Contact info: Phone: 904-545-7810

Email: breawa@jea.com

Date: From: January 2017 To: August 2019

Contract Price: \$ 6,900,000 (current contract)

Project description: Supply a 50kW diesel generator w/ 500gal sub-base tank & 800A Automatic Transfer Switch

Project name and location: OCPS Elementary School SW-4, 9131 Taborfield Ave, Orlando, FL 32836

Project owner: Orange County Public Schools

Contact: Jim Isaacs w/ Sun Kraft Electrical Contractors, Inc

Contact info: Phone: (321) 632-7169

Fax: (321) 632-7200; Email: jim@sunkraft.us

Date: From: March 2019 To: May 2019

Contract Price: \$ 38,772

Continue

Project description: Supply & install 200kW Natural Gas generator and 800A service rated automatic transfer switch
Project name and location: Town of Belleair, 901 Ponce De Leon Blvd, Belleair, FL 33756
Project owner: Town of Belleair
Contact: Stefan Massol
Contact info: Phone: (727) 588-3769 ext. 238
Fax: (727) 588-3767; Email: smassol@townofbelleair.net
Date: From: January 2019 To: May 2019
Contract Price: \$ 143,943

Project description: Supply 150kW diesel generator w/ 510gal sub-base tank & 400A automatic transfer switch
Project name and location: Wakulla County Fire & EMS Facility, 338 Trice Lane, Crawfordville, FL 32327
Project owner: Wakulla County
Contact: Donnie Wallace w/ Metro Electric
Contact info: Phone: (850) 222-2804
Email: donnie@metroelectricalservices.com
Date: From: October 2018 To: February 2019
Contract Price: \$ 54,384

Project description: Supply & install 130kW diesel generator w/ 930gal sub-base tank & 200A transfer switch
Project name and location: Fleet Landing – Leeward Manor ALF, 1 Fleet Landing Blvd, Atlantic Beach, FL 32233
Project owner: United Electric Company of Jacksonville
Contact: Douglas W. Derosie
Contact info: Phone: (904) 731-4210
Fax: (904) 731-5311; Email: doug@unitedelectricjax.com
Date: From: May 2018 To: September 2018
Contract Price: \$ 49,841

Project description: Provide & install 100kW and 150kW generators
Project name and location: Tampa Fleet Mgmt, City of Tampa, 2700 Maritime Blvd Tampa, FL 33605
Project owner: City of Tampa
Contact: Kevin Schelb
Contact info: Phone: (813) 247-3451, Ext-55213
Fax: (813) 242-5312; Email: Kevin.Schelb@tampagov.net
Date: From: May 2018 To: July 2018
Contract Price: \$ 350,000

Continue

Project description: Provide & install 500kW generator, ATS, stairs, concrete work
Project name and location: River Garden, 11401 Old St. Augustine Rd, Jacksonville, FL 32258
Project owner: River Garden Hebrew Home
Contact: Micah Barth
Contact info: Phone: (904) 255-4333
Fax: (904) 260-9733; Email: mbarth@rivergarden.org
Date: From: December 2017 To: June 2018
Contract Price: \$ 201,000

Project description: Supplied a 200kw diesel generator w/ HVHZ enclosure & 800A automatic transfer switch
Project name and location: Lakeview Terrace, 110 Lodge Terrace Drive, Altoone, FL 32702
Project owner: Lakeview Terrace Rehabilitation and Healthcare Center
Contact: Mike Smith
Contact info: Phone: (386) 385-3917
Email: msmith@eelectricalonf.com
Date: From: August 2018 To: December 2018
Contract Price: \$ 86,003

Project description: Provide & install 100kW gas generator and ATS
Project name and location: Fire Station #5, 4000 Germantown Town, Delray Beach, FL 33445
Project owner: City of Delray Beach
Contact: Bob Diaz
Contact info: Phone: 561-243-7060;
Fax: (561) 243-7060; Email: Diazj@mydelraybeach.com
Date: From: December 2016 To: March 2017
Contract Price: \$ 114,479

Project description: Provide and install 300kw generator & 600A ATS w/ 1800gal sub-base diesel tank
Project name and location: Montgomery Correctional, 4727 Lannie Rd. Jacksonville, FL 32218
Project owner: City of Jacksonville
Contact: Robert Upson
Contact info: Phone: 904-630-5415;
Fax: (904) 630-5415; Email: rupson@coj.net
Date: From: September 2017 To: December 2017
Contract Price: \$ 180,790

Continue

Project description: Supply & Install a 300kw generator w/ 1600A ATS switch

Project name and location: NeuLife Neurological Service, Mt. Dora FL

Project owner: NeuLife Rehab

Contact: Shane Martin

Contact info: Phone: 352-638-2584

Email: shanemartin@neuliferehab.com

Date: From: October 2016 To: February 2017

Contract Price: \$ 155,000

1.19.2023

RE: RFP 22-14, Emergency Backup Power and Flood Proofing Project for Islamorada
Wastewater Vacuum Pump Stations

Attached for this BID:

- HiPower HRJW 240 T4F spec sheet
- HiPower HRJW 325 T4F spec sheet
- QT SO102385 (200kw mobile package) - \$121,000.32
- QT SO102386 (250kw mobile Package – Qty 2) - \$308,683.14
- QT SO102388 (LMK – 400A manual transfer switch) - \$139,083.95
- QT SO102389 (LPK – 400A manual transfer switch) - \$140,980.73
- QT SO102396 (MPK – 400A manual transfer switch) - \$143,605.12
- QT SO102397 (NPK – 800A manual transfer switch) - \$127,238.44
- QT SO102398 (NPK remote – 230A manual transfer switch) - \$95,285.69
- QT SO102399 (UMK – 400A manual transfer switch) - \$196,241.02

Total Value of BID = \$1,272,118.41

Cost Proposal includes:

1. Installation of MTS's in between generator and existing ATS and providing a conduit system that matches existing site conditions (Aluminum/Ridged Steel conduit for above ground installation and PVC Conduit for underground installation) and not just EMT as mentioned in drawings.
2. Providing house keeping pads for MTS for all sites. Housekeeping was mentioned only to be provided for NPK-Remote Site
3. Provide and install pass thru doors as well as installation of ground connection box as per drawings.
4. Subcontracting with Atlantic Shutters Inc to provide Flood Barrier systems and installation, as per drawings.
5. Removal of existing AC units and fill in cavities per drawing.
6. Thermal scanning 60 Days after final and 11months after substantial completion.
7. Providing 3 mobile units (1x200kw & 2x250kw)
8. Testing & Load bank for mobile units supplied.
9. All required permitting and inspections.

Cost Proposal excludes:

1. Fueling of temp generators.
2. Access platform for the Manual Transfer Switch at the NPK-remote site.

Thank you,

Edwin Vergara

Edwin Vergara

Sales Support Engineer

Zabatt Engine Services, Inc.



Zabatt Inc. Corporate Office
4612 Highway Ave. Jacksonville, FL 32254
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PROJECT INFORMATION

Customer	Islamorada, Village of Islands, Fl	Date	01/19/23	Quote #	S0102385
Project Name	Islamorada, Village of Islands, RFP 22-14 (200kw mobile)	Revision			

WE ARE PLEASED TO OFFER THE FOLLOWING PROPOSAL FOR YOUR PROJECT

Quantity 1 - HiPower industrial 6.8L diesel generator, consisting of the following features & accessories:

Fuel System - Diesel

HiPower Model: HRJW-240 T4F

3 Position Voltage Selector Switch:

- 120/240V, 1phase, 150kW prime / 165kW standby
- 120/208V, 3phase, 192kW prime / 211kW standby
- 277/480V, 3phase, 192kW prime / 211kW standby

Standard Sound Attenuated Weather Enclosure - Steel

- Powder Coated
- exceeds 1000hr salt spray
- Avg 72dBA @ full load - 23ft

Mobile unit w/ trailer

- Dual Axle
- DOT approved
- Electric Brakes
- Rear stabilizer jacks
- Tool Box

Main line circuit breaker (w/ std factory lugs)

Battery, battery rack & cables

10A Battery charger

Battery Heater

Approx 340gal sub-base tank (approx 24hrs full load run time)

Jacket water heater

Oil and antifreeze

EPA Certified Tier IV Final Compliant

MISCELLANEOUS

On-Site Start Up and Testing

4 Hour Resistive Load Bank Test (Performed Onsite)

WARRANTY

Generator: Standard 2 Year / 3500 hrs Warranty (from date of performing start up)

THE FOLLOWING IS NOT INCLUDED

Fuel

Service & Maintenance Agreement



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PROJECT INFORMATION

Customer	Islamorada, Village of Islands, FL	Date	01/19/23	Quote #	S0102385
Project Name	Islamorada, Village of Islands, RFP 22-14 (200kw mobile)			Revision	

PRICE

\$121,000.32

Plus Applicable Sales Tax

36 - 38

Week Estimated Ship Date (subject to change)

Customers are responsible for paying sales and use tax on goods shipped outside of the State of Florida.

Zabatt, Inc. is a State of Florida Certified Minority owned business.

Built in discount of 2.5% has been applied to quote for payments that are remitted as cash, check, EFT or wire transfer.

ADDER: To supply an HRJW-325 T4F in lieu of the HRJW-240 T4F on the base quote: \$33,341.25 plus tax

CHANGES, CANCELLATIONS & RETURNS

Any order or contract may be cancelled by the customer only upon the payment of reasonable charges and expenses incurred by Zabatt on or before the date of receipt by Zabatt of said notice of cancellation. Such reasonable charges and expenses may include, but are not limited to, any cancellation charges incurred by Zabatt for the cancellation and/or any liabilities for orders or commitments for materials or services previously ordered by Zabatt in connection with the cancelled customer order or contract. No material or product may be cancelled or returned for credit without first obtaining the written approval of, and at the sole discretion of, Zabatt. All shipping costs on returned material must be pre-paid by the customer. Accepted returns are subject to the charges, terms and requirements notified in writing to the buyer (which may include, with no limitations or exceptions, a 15% restocking fee).

Delivery, Shipments, and Claims (to include Warranty)

All charges for work performed during the warranty period are the responsibility of the customer until approved by the appropriate warranty authority. Warranties are subject to the manufacturer's guidelines. Even those warranty claims which are approved may not include 100% of the repairs or parts; the customer is responsible for charges excluded from warranty. Contingency payment arrangements must be made prior to any warranty work being performed. Batteries, oil, coolant, filters and adjustments are not covered as part of warranty repairs and will be billed to the customer at appropriate rates.

Price and Minimum Billing

Price shall be in accordance with rates currently in effect at the time the quote is received and shall expire on the date described in said quote. All quotes for services, parts, equipment, and labor will be issued in writing and have a system generated quote number. Verbal quotes are not valid and should not be accepted. A signed copy of the quote must on file before any work can be performed. Signature on said quote shall serve as the customer's acceptance Zabatt's billing guidelines and rates. Labor prices on quotes are good for a period of (30) thirty days from the date of issue unless otherwise specified. Parts and equipment prices are subject to change and billed at the current price at the time of purchase unless otherwise specified. All regular service calls and emergency calls within normal hours will be billed for a minimum of one hour of labor and ten miles of travel. All emergency after-hour calls will be billed for a minimum of four hours labor and ten miles of travel.

Credit and Payment Terms

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PROJECT INFORMATION

Customer	Islamorada, Village of Islands, FL	Date	01/19/23	Quote #	S0102385
Project Name	Islamorada, Village of Islands, RFP 22-14 (200kw mobile)			Revision	

Agreement

This agreement consists of, and is limited to, a qualified technician performing scheduled maintenance in accordance with the manufacturer's recommendations. Zabatt, Inc will not be held liable for damages to the equipment or property as a result of equipment failure caused by any of, but not limited to, the following circumstances: Improper or unauthorized operation; normal wear and tear or damage due to overloading; vandalism, theft or acts of a third party; acts of nature; failure to perform services due to hazardous conditions and other causes beyond the control of Zabatt Inc.

Signature and acceptance of the quotation constitutes agreement to comply with Zabatt's terms and conditions as attached.

Signature of Owner or Representative

Date

Signature of Zabatt Representative

Date

Tom Tietje
(786) 390-7855
Tom.Tietje@zabatt.com



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PROJECT INFORMATION

Customer	Islamorada, Village of Islands, Fl	Date	01/19/23	Quote #	S0102386
Project Name	Islamorada, Village of Islands, RFP 22-14 (250kw mobile)			Revision	

WE ARE PLEASED TO OFFER THE FOLLOWING PROPOSAL FOR YOUR PROJECT

Quantity 2 - HiPower industrial 9.0L diesel generator, consisting of the following features & accessories:

Fuel System - Diesel

HiPower Model: HRJW-325 T4F

3 Position Voltage Selector Switch:

- 120/240V, 1phase, 185kW prime
- 120/208V, 3phase, 260kW prime / 286kW standby
- 277/480V, 3phase, 260kW prime / 286kW standby

Standard Sound Attenuated Weather Enclosure - Steel

- Powder Coated
- exceeds 1000hr salt spray
- Avg 74dBA @ full load - 23ft

Mobile unit w/ trailer

- Dual Axle
- DOT approved
- Electric Brakes
- Rear stabilizer jacks
- Tool Box

Main line circuit breaker (w/ std factory lugs)

Battery, battery rack & cables

10A Battery charger

Battery Heater

449gal sub-base tank (approx 22hrs full load run time)

Jacket water heater

Oil and antifreeze

EPA Certified Tier IV Final Compliant

MISCELLANEOUS

On-Site Start Up and Testing

4 Hour Resistive Load Bank Test (Performed Onsite)

WARRANTY

Generator: Standard 2 Year / 3500 hrs Warranty (from date of performing start up)

THE FOLLOWING IS NOT INCLUDED

Fuel

Service & Maintenance Agreement



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PROJECT INFORMATION

Customer	Islamorada, Village of Islands, Fl	Date	01/19/23	Quote #	S0102386
Project Name	Islamorada, Village of Islands, RFP 22-14 (250kw mobile)			Revision	

PRICE

\$308,683.14

Plus Applicable Sales Tax

36 - 38

Week Estimated Ship Date (subject to change)

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Delivery, Shipments, and Claims (to include Warranty)

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Price and Minimum Billing

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Agreement

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PROJECT INFORMATION

Customer	Islamorada, Village of Islands, FL	Date	01/19/23	Quote #	S0102386
Project Name	Islamorada, Village of Islands, RFP 22-14 (250kw mobile)			Revision	

Signature and acceptance of the quotation constitutes agreement to comply with Zabatt's terms and conditions as attached.

Signature of Owner or Representative

Date

Signature of Zabatt Representative

Date

Tom Tietje
(786) 390-7855
Tom.Tietje@zabatt.com



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PROJECT INFORMATION

Customer	Islamorada, Village of Islands	Date	01/19/23	Quote #	S0102388
Project Name	Islamorada, LMK Remote site, RFP 22-14			Revision	

WE ARE PLEASED TO OFFER THE FOLLOWING THE PROPOSAL FOR YOUR PROJECT

Quantity 1 – Manual Transfer Switch w/ Quick Connect:

ASCO J03MTQA30400N0XM, 44A, 170EP1

Rated at 400 Amp

480 Volt, 3 Phase, 3 Pole

No. Cable & Lug Sizes: 2 (1/0 AWG-250MCM) or 1 (#4-600MCM)

Strip Heater w/ thermostat (120VAC) -(44A)

Aux contact sets to indicate switch position & LED indicator on panel (170EP1)

NEMA 3R (secure double door enclosure)

Quantity 1 - Cables:

1 set of 4/0 Type W with Male-Female CamLocks 60ft long

INSTALLATION - SCOPE OF WORK (LICENSE # EC13006469)

- Supply and install per RFP 22-14.

NOTE: All work to be completed during normal business hours: Monday – Friday 8am – 5pm

*Any alterations or deviations from the above specifications Involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate; including and not limited to authority having jurisdictions changes and unforeseen violations.

EXCLUSIONS

- Engineering or utility company fees. Anything outside scope of work. Surveys not included and may be required by municipality for permitting.

WARRANTY

Standard 2 Year Limited Warranty (from date of shipment from factory)

PRICE

\$139,083.95

27 - 29

plus applicable sales tax

Week Estimated Ship Date (subject to change)

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Delivery, Shipments, and Claims (to include Warranty)

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Price and Minimum Billing

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Signature of Owner or Representative

Date

Signature of Zabatt Representative

Date

Tom Tietje
(786) 390-7855
Tom.Tietje@zabatt.com



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PROJECT INFORMATION

Customer Islamorada, Village of Islands Date 01/19/23 Quote # S0102389
Project Name Islamorada, LPK Remote site,
RFP 22-14 Revision _____

WE ARE PLEASED TO OFFER THE FOLLOWING THE PROPOSAL FOR YOUR PROJECT

Quantity 1 – Manual Transfer Switch w/ Quick Connect:

ASCO J03MTQA30400N0XM, 44A, 170EP1

Rated at 400 Amp

480 Volt, 3 Phase, 3 Pole

No. Cable & Lug Sizes: 2 (1/0 AWG-250MCM) or 1 (#4-600MCM)

Strip Heater w/ thermostat (120VAC) -(44A)

Aux contact sets to indicate switch position & LED indicator on panel (170EP1)

NEMA 3R (secure double door enclosure)

Quantity 1 - Cables:

1 set of 4/0 Type W with Male-Female CamLocks 60ft long

INSTALLATION - SCOPE OF WORK (LICENSE # EC13006469)

- Supply and install per RFP 22-14.

NOTE: All work to be completed during normal business hours: Monday – Friday 8am – 5pm

*Any alterations or deviations from the above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate; Including and not limited to authority having jurisdictions changes and unforeseen violations.

EXCLUSIONS

- Engineering or utility company fees. Anything outside scope of work. Surveys not included and may be required by municipality for permitting.

WARRANTY

Standard 2 Year Limited Warranty (from date of shipment from factory)

PRICE

\$140,980.73

plus applicable sales tax

27 - 29

Week Estimated Ship Date (subject to change)

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Signature of Owner or Representative

Date

Signature of Zabatt Representative

Date

Tom Tietje
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PROJECT INFORMATION

Customer	Islamorada, Village of Islands	Date	01/19/23	Quote #	S0102396
Project Name	Islamorada, MPK Remote site, RFP2 22-14			Revision	

WE ARE PLEASED TO OFFER THE FOLLOWING THE PROPOSAL FOR YOUR PROJECT

Quantity 1 – Manual Transfer Switch w/ Quick Connect:

ASCO J03MTQA30400N0XM, 44A, 170EP1

Rated at 400 Amp

480 Volt, 3 Phase, 3 Pole

No. Cable & Lug Sizes: 2 (1/0 AWG-250MCM) or 1 (#4-600MCM)

Strip Heater w/ thermostat (120VAC) -(44A)

Aux contact sets to indicate switch position & LED indicator on panel (170EP1)

NEMA 3R (secure double door enclosure)

Quantity 1 - Cables:

1 set of 4/0 Type W with Male-Female CamLocks 60ft long

INSTALLATION - SCOPE OF WORK (LICENSE # EC13006469)

- Supply and install per RFP 22-14.

NOTE: All work to be completed during normal business hours: Monday – Friday 8am – 5pm

*Any alterations or deviations from the above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate; including and not limited to authority having jurisdictions changes and unforeseen violations.

EXCLUSIONS

- Engineering or utility company fees. Anything outside scope of work. Surveys not included and may be required by municipality for permitting.

WARRANTY

Standard 2 Year Limited Warranty (from date of shipment from factory)

PRICE

\$143,605.12

plus applicable sales tax

27 - 29

Week Estimated Ship Date (subject to change)

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Signature of Owner or Representative

Date

Signature of Zabatt Representative

Date

Tom Tietje
(786) 390-7855
Tom.Tietje@zabatt.com



Zabatt Inc. Corporate Office
4612 Highway Ave. Jacksonville, FL 32254
Ph: 904-384-4505 Fax: 904-384-7446
Jacksonville | Orlando | Tampa | Miami

PROJECT INFORMATION

Customer	Islamorada, Village of Islands	Date	01/19/23	Quote #	S0102397
Project Name	Islamorada, NPK site, RFP2 22-14			Revision	

WE ARE PLEASED TO OFFER THE FOLLOWING THE PROPOSAL FOR YOUR PROJECT

Quantity 1 – Manual Transfer Switch w/ Quick Connect:

ASCO H03MTQA30800N0XM, 44A, 170EP1

Rated at 800 Amp

480 Volt, 3 Phase, 3 Pole

Strip Heater w/ thermostat (120VAC) -(44A)

Aux contact sets to indicate switch position & LED indicator on panel (170EP1)

NEMA 3R (secure double door enclosure)

Quantity 1 - Cables:

2 sets of 4/0 Type W with Male-Female CamLocks 50ft long

INSTALLATION - SCOPE OF WORK (LICENSE # EC13006469)

- Supply and install per RFP 22-14.

NOTE: All work to be completed during normal business hours: Monday – Friday 8am – 5pm

*Any alterations or deviations from the above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate; including and not limited to authority having jurisdictions changes and unforeseen violations.

EXCLUSIONS

- Engineering or utility company fees. Anything outside scope of work. Surveys not included and may be required by municipality for permitting. •

WARRANTY

Standard 2 Year Limited Warranty (from date of shipment from factory)

PRICE

\$127,238.44

plus applicable sales tax

27 - 29

Week Estimated Ship Date (subject to change)

Customers are responsible for paying sales and use tax on goods shipped outside of the State of Florida.

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Built in discount of 2.5% has been applied to quote for payments that are remitted as cash, check, EFT or wire transfer.



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Delivery, Shipments, and Claims (to Include Warranty)

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PROJECT INFORMATION

Customer	Islamorada, Village of Islands	Date	01/19/23	Quote #	S0102398
Project Name	Islamorada, NPK Remote site, RFP2 22-14			Revision	

WE ARE PLEASED TO OFFER THE FOLLOWING THE PROPOSAL FOR YOUR PROJECT

Quantity 1 – Manual Transfer Switch w/ Quick Connect:

ASCO J03MTQA30230N0XS, 44A, 170EP1

Rated at 230 Amp

480 Volt, 3 Phase, 3 Pole

Strip Heater w/ thermostat (120VAC) -(44A)

Aux contact sets to indicate switch position & LED indicator on panel (170EP1)

NEMA 3RX (316 stainless steel secure)

Quantity 1 - Cables:

1 set of 4/0 Type W with Male-Female CamLocks 50ft long

INSTALLATION - SCOPE OF WORK (LICENSE # EC13006469)

- Supply and install per RFP 22-14.

NOTE: All work to be completed during normal business hours: Monday – Friday 8am – 5pm

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EXCLUSIONS

- Engineering or utility company fees. Anything outside scope of work. Surveys not included and may be required by municipality for permitting.

WARRANTY

Standard 2 Year Limited Warranty (from date of shipment from factory)

PRICE

\$95,285.69

plus applicable sales tax

27 - 29

Week Estimated Ship Date (subject to change)

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PROJECT INFORMATION

Customer	Islamorada, Village of Islands	Date	01/19/23	Quote #	S0102399
Project Name	Islamorada, UMK Remote site, RFP 22-14			Revision	

WE ARE PLEASED TO OFFER THE FOLLOWING THE PROPOSAL FOR YOUR PROJECT

Quantity 1 – Manual Transfer Switch w/ Quick Connect:

ASCO J03MTQA30400N0XM, 44A, 170EP1

Rated at 400 Amp

480 Volt, 3 Phase, 3 Pole

No. Cable & Lug Sizes: 2 (1/0 AWG-250MCM) or 1 (#4-600MCM)

Strip Heater w/ thermostat (120VAC) -(44A)

Aux contact sets to indicate switch position & LED Indicator on panel (170EP1)

NEMA 3R (secure double door enclosure)

Quantity 1 - Cables:

1 set of 4/0 Type W with Male-Female CamLocks 60ft long

INSTALLATION - SCOPE OF WORK (LICENSE # EC13006469)

- Supply and install per RFP 22-14.

NOTE: All work to be completed during normal business hours: Monday – Friday 8am – 5pm

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WARRANTY

Standard 2 Year Limited Warranty (from date of shipment from factory)

PRICE

\$196,241.02

plus applicable sales tax

27 - 29

Week Estimated Ship Date (subject to change)

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MODEL

HRJW-240 T4F



60Hz MOBILE/PRIME/STANDBY POWER

192kW/60Hz/MOBILE/1800RPM



VOLTAGE VAC	120/240V		120/208V		139/240V		277/480V		347/600V**	
RATING	Prime	Standby	Prime	Standby	Prime	Standby	Prime	Standby		
PHASE	1		3		3		3		3	
PF	1.0		0.8		0.8		0.8		0.8	
HZ	60		60		60		60		60	
KW	150	165	192.0	211.0	192.0	211.0	192.0	211.0	N/A	N/A
KVA	150	185	240.0	264.0	240.0	264.0	240.0	264.0	N/A	N/A
AMPS	625	687	666	733	582	640	289	318	N/A	N/A
SKVA@30% VOLTAGE DIP	611		630		630		640		N/A	

Description

HIPOWER® mobile generators are an efficient, reliable and versatile source of mobile electrical power. Designed to operate in the most extreme working conditions. All HIPOWER® Mobile Generators combine an innovative design and the use of high quality materials that provide the user with the most dependable power that you can rely on for non-stop power with easy to operate controls.

Powered by a radiator-cooled, industrial JOHN DEERE Diesel engine, which meets current Environmental Protection Agency (EPA) TIER 4 Final non-road exhaust emission regulations, driving a single bearing, four-pole, three-phase alternator, with IP23 protection. The Prime Power kVA rating for generator set is given with a 105°C alternator winding temperature rise.

HIPOWER® Features and Benefits

JOHN DEERE Diesel Engine: Long-life, heavy-duty, 4-cycle, direct injection engine for economy of operation and maximum reliability and durability. Capable of full rated load acceptance in one step.

Cooling: Radiator with belt driven pusher fan.

Air Filter: Heavy-duty replaceable element air-cleaner.

Alternator: Single bearing, rotating field, self-excited, self-ventilated, 12-wire re-connectable, 60Hz brushless alternator with permanent magnetic generator (EBS), with Class F insulation. Automatic voltage regulator (AVR) providing close voltage regulation and skVA starting capability for electric motor loads.

Certification: ISO 8528-5.

HIPOWER® Features and Benefits

Fuel Tank: Environmentally friendly steel base welded sub-base fuel tank with internal filling system and 110% containment capability for any diesel fuel, coolant or engine oil spills. Easy access for maintenance activities.

Enclosure: Fully sound attenuated enclosure, fabricated in 11-gauge steel, powder coated with finish that exceeds 1000-hr salt spray test, curved edges, minimum outside fasteners and single point lift. Ample layer of durable Rockwool sound insulating material placed all around the inside of the container, doors and ducting with metal retaining frames. It can be cleaned with high-pressure water and is oil and fire resistant. Vertical air discharge for quiet operation. Wide steel lockable access doors with rubber seals, easy access for maintenance and service activities, lift off stainless steel hinges, corrosion resistant hardware and fasteners.

Exhaust: Low noise, steel residential-type exhaust silencer with rain cap.

Fuel Filtration: Standard and secondary water separator with visible level on fuel filters

Voltage Selector Switch: Three-position, manual voltage selector switch. Lockable in three positions for switching set between 120/240V single phase and 120/208 and 277/480V 3-phase.

Controls: Digital control panel with manual and automatic start and stop features. Many programmable automatic functions for local and remote controls with LED lights, tamper proof engine hour recorder. Load Connections: Covered distribution panel for easy access to cable power outlets, receptacles, lugs and Camlocks.

HIMOinsa POWER SYSTEMS, INC.

16600 South Threden Street, Olathe, KS 66062

Tel: 913 495 5557 | Fax: 913 495 5575 www.hipowersystems.com

Codes and Standards Compliances used where applicable:



APPLICATION DATA

ENGINE SPECIFICATION

Manufacturer	JOHN DEERE
Model	6068HFG06
EPA certified	Tier 4 FINAL
Crankshaft speed	1,800 rpm
Type	Diesel, 4-stroke
Injection	Direct
Aspiration	Turbocharged
Number of Cylinders	6
Cylinder arrangement	In-line
Displacement CID (liters)	414.96 (6.8)
Bore and Stroke ins (mm)	4.17 x 5.0 (106 x 127)
Nominal power	295 hp
Cooling	Liquid
Governor	Electronic
Governor Regulation Class	ISO 8528 Part 1 Class G3
Frequency Regulation	Isochronous
Starting motor & alternator	12 volt
Compression ratio	17.2:1
Air cleaner type	Heavy duty - single cartridge
Exhaust gas flow cu. ft./minute (cu.m. /minute)	932 (26.4)
Max. Exhaust temp at full load degrees °F (°C)	756 (402)
Max. permissible back pressure - ins H2O (kPA)	53 (13.2)

COOLING SYSTEM

Engine cooling air flow - cu. ft./min (cu. m/min)	565 (16)
Alternator cooling flow - cu. ft./min (cu. m/min)	1463 (41.1)
Total cooling air flow (engine + alternator + combustion) - cu. ft./min (cu. m/min)	TBD
Total cooling capacity - US gallons (liters)	TBD
Max. Operating Temperature °F (°C)	122 (50)

LUBRICATION SYSTEM

Oil pan capacity - US gallons (liters)	9.03 (34.0)
Oil pan capacity with filter - US gallons (liters)	9.53 (35.8)
Oil cooler	Liquid
Recommended lubricating oil grade	SAE 10W-40 conventional DH4 (refer to owners manual)
Oil consumption at full load	< 0.1% of fuel consumption
Oil pressure - psi (kPA)	46 (320)

ENGINE ELECTRICAL SYSTEM

Starting motor voltage	12 volt
Cold Cranking Amps - minimum	102 Amp
Battery charging Alternator	110 Amp
Battery capacity	950 Amps

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Codes and Standards Compliances used where applicable



APPLICATION DATA

FUEL SYSTEM

Recommended fuel	# 2 - ULSD
Fuel supply line, min. ID mm(in.)	
Fuel return line, min. ID, mm (in.)	
Max. lift, fuel pump, type, m (ft)	TBD
Fuel filter	Secondary 8 Microns @ 98% Efficiency

FUEL and DEF CONSUMPTION

	FUEL (Prime Power Rating)	DEF (% of fuel consumption)
100% load - US gallons/hour (L/hr)	13.8 (52.2)	3.3 %
75% load - US gallons/hour (L/hr)	10.4 (39.3)	TBA
50% load - US gallons/hour (L/hr)	7.2 (27.2)	TBA
25% load - US gallons/hour (L/hr)	4.4 (16.6)	TBA

ALTERNATOR SPECIFICATION

Manufacturer	STAMFORD
Model	UCDI 274 J with PMG
Voltages	120/208v.; 277/480v.; 120/240V
Alternator Type	Four pole, rotating field
Excitation System	Brushless, PMG-excited
Power factor	0.8 / 1.0
Number of leads	12 leads, reconnectable
Stator Pitch	2/3
Insulation	Class H
Windings - Temperature Rise	Class F (105/40° C)
Enclosure (IEC-34-S)	IP23
Bearing	Single, sealed
Coupling	Flexible disc
Amortisseur windings	Full
Voltage regulation - no load to full load with MX341 AVR	± 1%
TIF	<50
Radio Frequency Emissions compliance	Meets requirements of most industrial and commercial applications
Line harmonics	5% maximum

STANDARD ACCESSORIES

• Air Filter Restriction Indicator • Leakage Detection Sensor • Battery Switch • Crankcase Ventilation Filter • Oil/Coolant Drain Extension • Distribution Panel 800A • MLCB Auxiliary Contacts • Extended Maintenance Interval up to 500 Hrs.	• Buck Transformer for Auxiliary 120VAC Outlets • Coolant heater • Shunt Trip on MLCB • 3 Position Voltage Selector Switch • PMG Excitation on Alternator • Leakage Detector Sensor • Leak Proof Tray • Low coolant level Sensor
• Distribution power panel *See image RH back-page - NEMA 3R/IP67 0.09" aluminum panel, black powder coated, weather proof rated; individual Square-D QOU branch breakers; 2 x 20A 125V NEMA5-20 GFCI duplex receptacles; 3 x 50A 125/250V CS6369 twist-lock receptacles & Lexan covers; 2 x15A 125V NEMA 5-15P Shore line connector; 2 sets 400A single pin Camlocks rated 400A with snap covers; color coded Camlocks 30 - 5V black, red blue, white & green; pad lockable 1/4 turn door access with cable trap; auxiliary bus bars with mechanical lugs; 1 single barrel lug per phase; mechanical lugs up to 2 x 600MCM cable	

OPTIONAL ACCESSORIES

• Battery Blanket • Hydronic heater (5 kw) • 3-Way Fuel valve • 6 Amp - 10 Amp battery charger, 12/24V, UL Listed	• Oil Pan Heater • Engineered Options available upon request • Control Panel Heater
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Codes and Standards Compliance used where applicable



CONTROL SYSTEMS STANDARD FEATURES - Generator Digital Control Panel

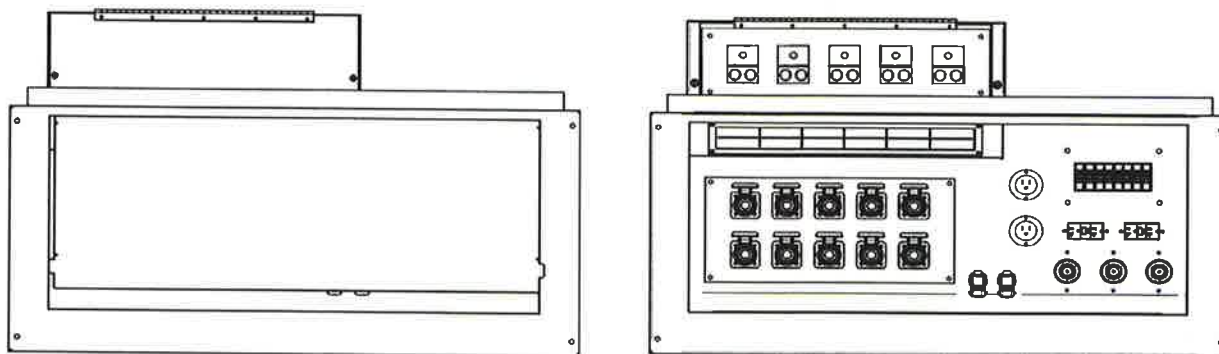
HIPOWER® COMAP IntelliGen NT Control Panel: The IntelliGen NT digital control panel is back-lit with icon LCD text display, and is PC configurable. IntelliGen NT is a comprehensive controller for both single and multiple gen-sets operating in standby or parallel modes. Compact construction is optimized for these purposes and various modifications allow customers to select the optimum type for a particular application. A built-in synchronizer and digital isochronous load sharer allow a total integrated solution for gen-sets in standby, island parallel or mains parallel. Native cooperation of up to 32 gen-sets is a standard feature. IntelliGen NT supports many standard ECU types and is specially designed to easily integrate new ones.

Engine alarms included: High coolant temperature, low oil pressure, low coolant level, unexpected shutdown, low fuel level, stop failure, low battery voltage, battery charging alternator failure, over-speed, under-speed, start failure and emergency stop. Support of engines with ECU (J1939, Modbus and other proprietary interfaces); alarm codes displayed in text form.



Alternator alarms included: Overload, unbalanced voltage, over voltage, under voltage, over frequency, under frequency, short circuit, reverse power, and incorrect phase sequence.

DISTRIBUTION PANEL VIEW



HIMOinsa POWER SYSTEMS, INC.

16600 South Theden Street, Olathe, KS 66062

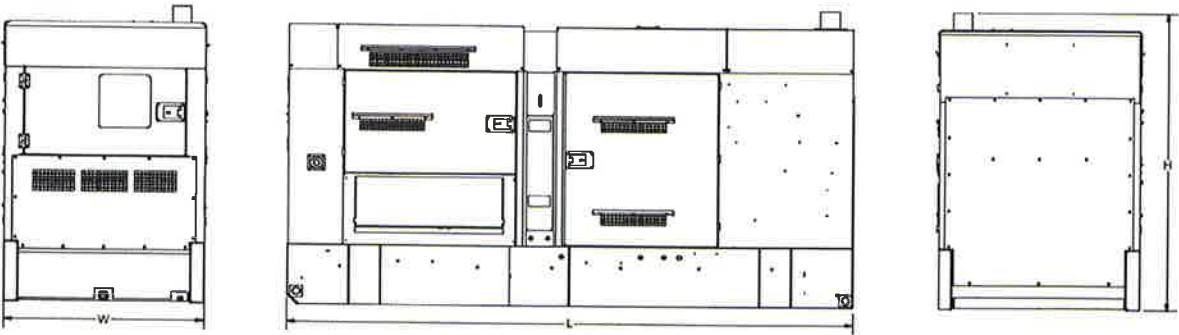
Tel: 913 495 5557 | Fax: 913 495 5575 www.hipowersystems.com

Certifications and Standards Compliances used where applicable



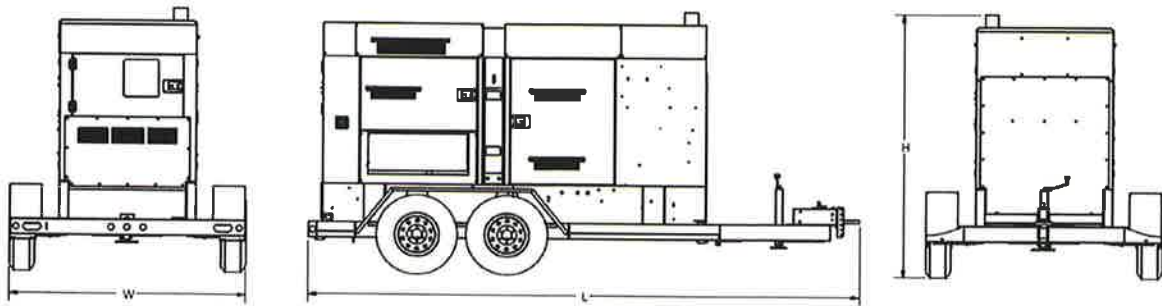
DIMENSIONS, WEIGHTS & SOUND LEVELS

ENCLOSED SET



CONFIGURATION	Fuel Tank Data (base option)		Generator Data *				
	Run Time Hours	Capacity (Gals)	L = Length	W = Width	H = Height	Weight lbs	dBA
Enclosed Set	9	130	145"	54"	84.4"	8560	72

ENCLOSED SET WITH TRAILER



CONFIGURATION	Fuel Tank Data (base option)		Generator Data *				
	Run Time Hours	Capacity (Gals)	L = Length	W = Width	H = Height	Weight lbs	dBA
Enclosed Set with Trailer	9	130	225"	88.2"	103"	14760	72

* All measurements are approximate and for estimation purposes only. Weights are without fuel tank. Sound levels measured at 23ft (7m) and does not account for ambient site conditions.

REV2

HIMOINSA POWER SYSTEMS, INC.
16600 South Theden Street, Olathe, KS 66062
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Codes and Standards Compliances used where applicable



MODEL

HRJW-325 T4F



60Hz MOBILE/PRIME/STANDBY POWER

260kW/60Hz/Mobile/1800RPM



VOLTAGE VAC	120/240V		120/208V		139/240V		277/480V		347/600V*	
RATING	Prime	Standby	Prime	Standby	Prime	Standby	Prime	Standby	Prime	Standby
PHASE	1		3		3		3		3	
PF	1.0		0.8		0.8		0.8		0.8	
HZ	60		60		60		60		60	
KW	185		260	286	260	286	260	286	260	286
KVA	185		325	357.5	325	357.5	325	357.5	325	357.5
AMPS	770		902	992	783	861	391	430	312	344
SKVA@30% VOLTAGE DIP	578		670		670		1050		N/A	

Description

HIPOWER® mobile generators are an efficient, reliable and versatile source of mobile electrical power. Designed to operate in the most extreme working conditions. All HIPOWER® Mobile Generators combine an innovative design and the use of high quality materials that provide the user with the most dependable power that you can rely on for non-stop power with easy to operate controls.

Powered by a radiator-cooled, industrial JOHN DEERE Diesel engine, which meets current Environmental Protection Agency (EPA) TIER 4 Final non-road exhaust emission regulations, driving a single bearing, four-pole, three-phase alternator, with IP23 protection. The Prime Power kVA rating for generator set is given with a 105 °C alternator winding temperature rise.

HIPOWER® Features and Benefits

JOHN DEERE Diesel Engine: Long-life, heavy-duty, 4-cycle, direct injection engine for economy of operation and maximum reliability and durability. Capable of full rated load acceptance in one step.

Cooling: Radiator with belt driven pusher fan.

Air Filter: Heavy-duty replaceable element air-cleaner.

Alternator: Single bearing, rotating field, self-excited, self-ventilated, 12-wire, 60Hz brushless alternator with permanent magnetic generator (EBS), with Class F insulation, Automatic voltage regulator (AVR) providing close voltage regulation and skVA starting capability for electric motor loads.

Certification: ISO 8528-5.

HIPOWER® Features and Benefits

Fuel Tank: Environmentally friendly steel base welded sub-base fuel tank with internal filling system and 110% containment capability for any diesel fuel, coolant or engine oil spills. Easy access for maintenance activities.

Enclosure: Fully sound attenuated enclosure, fabricated in 11-gauge steel, powder coated with finish that exceeds 1000-hr salt spray test, curved edges, minimum outside fasteners and single point lift. Ample layer of durable Rockwool sound insulating material placed all around the inside of the container, doors and ducting with metal retaining frames. It can be cleaned with high-pressure water and is oil and fire resistant. Vertical air discharge for quiet operation. Wide steel lockable access doors with rubber seals, easy access for maintenance and service activities, lift off stainless steel hinges, corrosion resistant hardware and fasteners.

Exhaust: Low noise, steel residential-type exhaust silencer with rain cap.

Fuel Filtration: Standard and secondary water separator with visible level on fuel filters

Controls: Digital control panel with manual and automatic start and stop features. Many programmable automatic functions for local and remote controls with LED lights, tamper proof engine hour recorder. Load Connections: Covered distribution panel for easy access to cable power outlets, receptacles, lugs and Camlocks.

HIMOLSA POWER SYSTEMS, INC.

16600 South Theden Street, Olathe, KS 66067

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Codes and Standards Compliances used where applicable



APPLICATION DATA

ENGINE SPECIFICATION

Manufacturer	JOHN DEERE
Model	6090HFG06
EPA certified	Tier 4 FINAL
Crankshaft speed	1,800 rpm
Type	Diesel, 4-stroke
Injection	Direct
Aspiration	Turbocharged
Number of Cylinders	4
Cylinder arrangement	In-line
Displacement CID (liters)	549 (9.0)
Bore and Stroke ins (mm)	4.7 x 5.4 (118.4 x 13)
Nominal power	373 HP
Cooling	Liquid
Governor	Electronic
Governor Regulation Class	ISO 8528 Part 1 Class G3
Frequency Regulation	Isynchronous
Starting motor & alternator	24 volt
Compression ratio	16.0:1
Air cleaner type	Heavy duty - single cartridge
Exhaust gas flow cu. ft./minute (cu.m. /minute)	1448 (41)
Max. Exhaust temp at full load degrees °F (°C)	831 (444)
Max. permissible back pressure - ins H2O (kPA)	116 (29)

COOLING SYSTEM

Engine cooling air flow - cu. ft./min (cu. m/min)	TBD
Alternator cooling flow - cu. ft./min (cu. m/min)	2100 (59)
Total cooling air flow (engine + alternator + combustion) - cu. ft./min (cu. m/min)	TBD
Total cooling capacity - US gallons (liters)	TBD
Max. Operating Temperature °F (°C)	122 (50)

LUBRICATION SYSTEM

Oil pan capacity - US gallons (liters)	9.60 (36.1)
Oil pan capacity with filter - US gallons (liters)	10.2 (38.4)
Oil cooler	Liquid
Recommended lubricating oil grade	SAE 10W-40 conventional DH4 (refer to owners manual)
Oil consumption at full load	< 0.1 % of fuel consumption
Oil pressure - psi (kPA)	46 (320)

ENGINE ELECTRICAL SYSTEM

Starting motor voltage	24 volt
Cold Cranking Amps - minimum	650 Amp X 2
Battery charging Alternator	65 Amp
Battery capacity	450 Amps X 2

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APPLICATION DATA

FUEL SYSTEM

Recommended fuel	# 2 - ULSD
Fuel supply line, min. ID mm(in.)	-
Fuel return line, min. ID, mm (in.)	-
Max. lift, fuel pump, type, m (ft)	TBD
Fuel filter	Secondary 8 Microns @ 98% Efficiency

FUEL and DEF CONSUMPTION

	FUEL (Prime Power Rating)	DEF (% of fuel consumption)
100% load - US gallons/hour (L/hr)	18.6 (70.4)	2.8 %
75% load - US gallons/hour (L/hr)	13.6 (51.6)	TBA
50% load - US gallons/hour (L/hr)	9.3 (35.2)	TBA
25% load - US gallons/hour (L/hr)	5.6 (21.1)	TBA

ALTERNATOR SPECIFICATION

Manufacturer	STAMFORD
Model	S4L1S-E4 with PMG
Voltages	120/208v.; 277/480v.; 120/240V
Alternator Type	Four pole, rotating field
Excitation System	Brushless. PMG-excited
Power factor	0.8 / 1.0
Number of leads	12 leads, reconnectable
Stator Pitch	2/3
Insulation	Class H
Windings - Temperature Rise	Class F (105/40° C)
Enclosure (IEC-34-S)	IP23
Bearing	Single, sealed
Coupling	Flexible disc
Amortisseur windings	Full
Voltage regulation - no load to full load with MX341 AVR	± 1%
TIF	<50
Radio Frequency Emissions compliance	Meets requirements of most industrial and commercial applications
Line harmonics	5% maximum

STANDARD ACCESSORIES

• Air Filter Restriction Indicator • Leakage Detection Sensor • Battery Switch • Crankcase Ventilation Filter • Oil/Coolant Drain Extension • Distribution Panel 800A • MLCB Auxiliary Contacts • Extended Maintenance Interval up to 500 Hrs.	• Buck Transformer for Auxiliary 120VAC Outlets • Coolant heater • Shunt Trip on MLCB • 3 Position Voltage Selector Switch • PMG Excitation on Alternator • Leakage Detector Sensor • Leak Proof Tray • Low Coolant Level Sensor
• Distribution power panel *See image RH back-page - NEMA 3R/IP67 0.09" aluminum panel, black powder coated, weather proof rated; individual Square-D QOU branch breakers; 2 x 20A 125V NEMA5-20 GFCI duplex receptacles; 3 x 50A 125/250V CS6369 twist-lock receptacles & Lexan covers; 2 x15A 125V NEMA 5-15P Shore line connector; 2 sets 400A single pin Camlocks rated 400A with snap covers; color coded Camlocks 3Ø - 5W black, red blue, white & green; pad lockable 1/4 turn door access with cable trap; auxiliary bus bars with mechanical lugs; 1 single barrel lug per phase; mechanical lugs up to 2 x 600MCM cable	

OPTIONAL ACCESSORIES

• Battery Blanket • Hydronic heater (5 kw) • 3-Way Fuel valve • 6 Amp - 10 Amp battery charger, 12/24V, UL Listed	• Oil Pan Heater • Engineered Options available upon request • Control Panel Heater
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Codes and Standards Compliances used where applicable



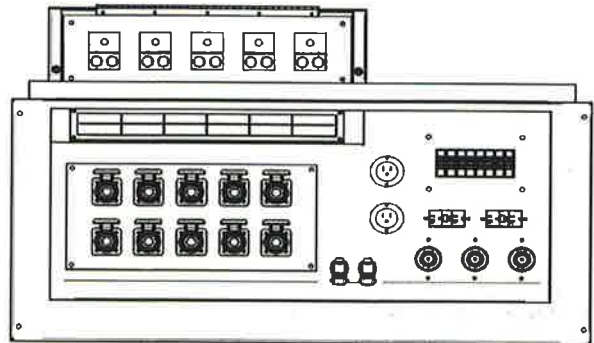
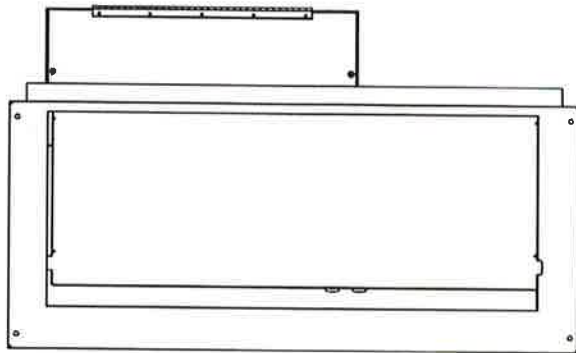
CONTROL SYSTEMS STANDARD FEATURES - Generator Digital Control Panel

HIPOWER® COMAP IntelliGen NT Control Panel: The IntelliGen NT digital control panel is back-lit with icon LCD text display, and is PC configurable. IntelliGen NT is a comprehensive controller for both single and multiple gen-sets operating in standby or parallel modes. Compact construction is optimized for these purposes and various modifications allow customers to select the optimum type for a particular application. A built-in synchronizer and digital isochronous load sharer allow a total integrated solution for gen-sets in standby, island parallel or mains parallel. Native cooperation of up to 32 gen-sets is a standard feature. IntelliGen NT supports many standard ECU types and is specially designed to easily integrate new ones.

Engine alarms included: High coolant temperature, low oil pressure, low coolant level, unexpected shutdown, low fuel level, stop failure, low battery voltage, battery charging alternator failure, over-speed, under-speed, start failure and emergency stop. Support of engines with ECU (J1939, Modbus and other proprietary interfaces); alarm codes displayed in text form.



Alternator alarms included: Overload, unbalanced voltage, over voltage, under voltage, over frequency, under frequency, short circuit, reverse power, and incorrect phase sequence.



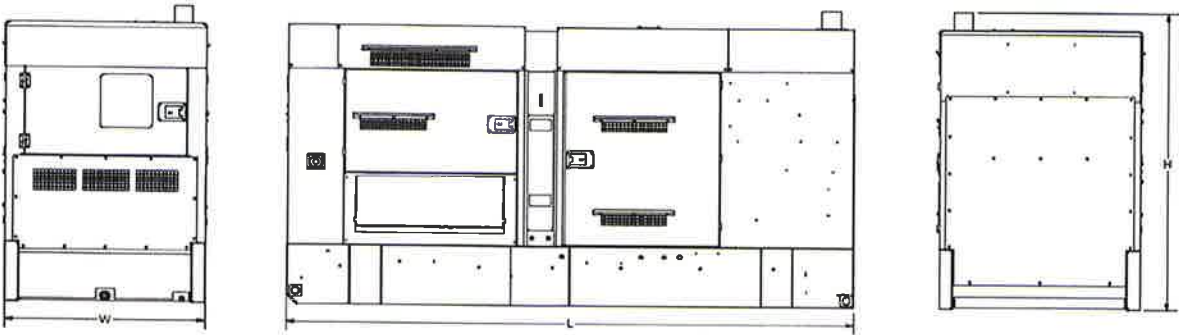
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Codes and Standards Compliances used where applicable:



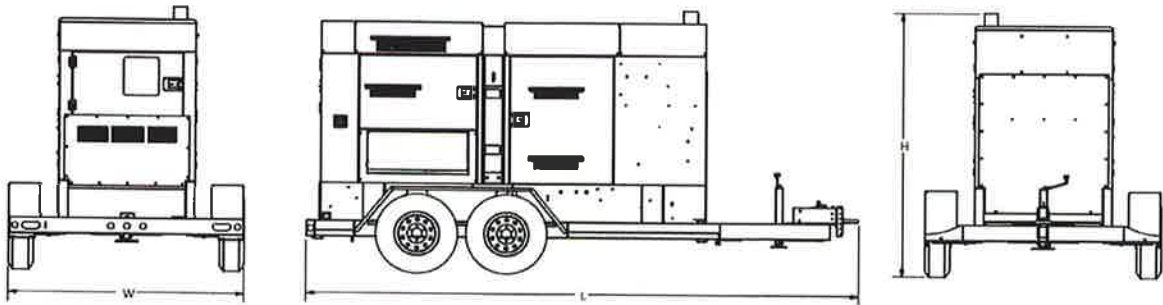
DIMENSIONS, WEIGHTS & SOUND LEVELS

ENCLOSED SET



CONFIGURATION	Fuel Tank Data (base option)		Generator Data *				
	Run Time Hours	Capacity (Gals)	L = Length	W = Width	H = Height	Weight lbs	dBA
Enclosed Set	22	449	161.4"	63.4"	99"	11170	74

ENCLOSED SET WITH TRAILER



CONFIGURATION	Fuel Tank Data (base option)		Generator Data *				
	Run Time Hours	Capacity (Gals)	L = Length	W = Width	H = Height	Weight lbs	dBA
Enclosed Set with Trailer	22	449	240"	102"	123"	14110	74

* All measurements are approximate and for estimation purposes only. Weights are without fuel tank. Sound levels measured at 23ft (7m) and does not account for ambient site conditions.

REV5

HIMOLINSA POWER SYSTEMS, INC.
16600 South Theden Street, Olathe, KS 66062
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Codes and Standards Compliances used where applicable:





Council Communication

To: Mayor and Village Council
From: Ted Yates, Village Manager
Date: February 9, 2023
SUBJECT: Resolution on Charitable Contribution Policy for Council - TAB 14

Background:

The Village has a history of making donations to charitable/nonprofit organizations. The policy has varied over the years with each of the different seated Councils. In 2022, Village Council approved \$120,000 worth of charitable contributions to the following organizations.

- FIRM - \$10,000
- i-Care - \$50,000
- Good Health Clinic - \$10,000
- Florida Keys AHEC - \$50,000

This discussion and the attached documents are to provide Council with a proposed process for our local charitable organizations to apply and receive contributions from the Village. In the past, the organizations that the Village has supported are those that directly impact the lives of our residents and/or organizations actively involved in sensitive environmental issues. Council has recognized that supporting these organizations serves a public purpose as is beneficial to the Village as a whole.

Analysis:

As mentioned above, Council has a history of approving donations to local nonprofit organizations. Historically there have been changes in the policy, which will be summarized below:

- Resolution No. 04-06-29, Adopted June 10, 2004
 1. Authorized contributions, but Village will not exceed 1% of its prior year's total General Fund Operating Budget expenditures for grants to NPOs and governmental entities.
 2. For NPOs and governmental entities operating within the Village and operating outside of Village limits if the agency's services are provided to or benefit Village residents.
 3. NPOs with 501(c)(3) tax exempt status and federal, state and county governmental agencies are eligible.
 4. Organizations applying through a "fiscal agent," professional fundraiser or other third party are not eligible.
 5. NPOs must demonstrate current 501(c)(3) tax exempt status and provide IRS status letter dated within the previous two (2) years and evidence of ability to

provide cultural, educational, recreational, or social services within the Village or to the residents of the Village.

6. Application deadline by May 1 of each year with evidence of compliance with above bullet.
 7. Must have also requested funds from Monroe County or other governmental agency in previous years or the current year.
- Resolution No. 05-04-15, Adopted April 14, 2005
 1. Added other legally establish NPOs as eligible organizations (do not have to be 501(c)(3) tax exempt)
 2. Established maximum award of \$10,000 per fiscal year to any single organization or entity.
 - Resolution No. 06-05-35, Adopted May 25, 2006
 1. Beginning with FY 06-07, eliminated annual appropriation of 1% of prior year's total General Fund Operating expenditures for charitable contributions.
 2. Allowed for emergency funding by affirmative vote of the majority of Council.
 3. Encouraged residents and taxpayers to support and make contributions to charities of their choice.

In addition to developing a new application process, I would advise that we continue to enter into a specific "Donation Agreement" with each recipient. The agreement will include guidelines for reporting and certain benchmarks that the organization will need to accomplish to continue to receive support.

Council's policy on charitable donations is guided by the various Attorney General Opinions (AGO).

- AGO 72-198 concluded that a municipality in Florida could expend public funds by contribution to a private non-profit organization for a public purpose.
- AGO 75-71 concluded that public purposes may be carried out through private nonprofit corporations as well as through public agencies.
- AGO 77-27 emphasized that the presence of a public purpose is ultimately a factual determination for the legislative and governing body of the municipality, but that initially there must be both some clearly identified and concrete public purpose as a primary objective, and a reasonable expectation that the purpose will be accomplished.
- AGO 77-27 established the following earmarks of a quasi-public organization: (1) nonprofit, (2) voluntary, (3) open to the public, and (4) dedicated to a valid public interest; and
- AGO 77-27 also concluded that some degree of control should be retained by the municipality to assure accomplishment of the public purpose.

Moving forward, when Council decides to donate Village funds to a charitable organization it is a good practice to include findings in the minutes about the benefits to the Village associated with providing resources to a charity.

The test is whether a valid public purpose justifies the use of public resources in the manner proposed. These examples illustrate some circumstances:

- When the charity provides a service that complements or enhances a service that the public agency also provides;
- When there is an identifiable secondary benefit to the public agency; or
- When the charity provides a service that the public agency could provide but chooses not to.

Budget Impact:

I am requesting that Council provide guidance on an amendment to our FY2022-2023 budget to cover charitable donations in the next fiscal year. Based on FY 2021-22 actual charitable donations, I would recommend a budgeted amount of \$125,000.

Staff Impact:

Village Manager, Village Attorney and Finance Director, will oversee the donation process and preparation of Donation Agreements for Council's approval.

Recommendation:

If Council desires to continue supporting local charitable organizations, it is recommended that Council pass and adopt the attached Resolution.

- Attachments:**
1. 45U099602-Resolution Re Charitable Contributions From the Village
 2. Charitable contributions request form 1_11_23

RESOLUTION _____

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, REGARDING POLICIES AND PROCEDURES FOR THE FUNDING OF NON-PROFIT ORGANIZATIONS AND GOVERNMENTAL ENTITIES; PROVIDING FOR A FORM OF APPLICATION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on June 10, 2004, the Village Council of Islamorada, Village of Islands ("the Village") adopted Resolution No. 04-06-29 establishing a uniform policy and procedures regarding funding of non-profit organizations and governmental entities (the "Policy"); and

WHEREAS, the Policy required that organizations obtain 501(c)(3) status before being eligible for funding from the Village; and

WHEREAS, on April 14, 2005, the Village Council of the Village (the "Village Council") adopted Resolution No. 05-04-15 which, among other things, allowed legally established non-profit groups other than 501(c)(3) groups to be eligible for funding, provided that expenditures for grants to non-profit organizations and governmental entities will not exceed one percent (1%) of its prior year's total General Fund Operating Budget, and provided that such provisions shall supersede the provisions of Resolution No. 04-06-29; and

WHEREAS, the Policy was further amended by the Village Council on May 25, 2006 by the adoption of Resolution No. 06-05-35, which eliminated the limit of annual appropriations of one percent (1%) of its prior year's total General Fund Operating Budget, provided for emergency funding by affirmative vote of the majority of the Village Council and encouraged residents and taxpayers to support and make contributions to charities of their choice; and

WHEREAS, the Village Council finds that it is in the best interests of the Village to update the Policy to provide, among other things, that applications for contributions will be

done annually, with the timing and deadline in the discretion of the Village Manager, to provide for a form of funding application, and to provide that such contributions made by the Village may not be used to pay salaries or administrative expenses/costs of the recipient.

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

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

Section 2. Intent and Purpose. It is the intent and purpose of this resolution to update and readopt the uniform policy and procedure for non-profit organizations and governmental entities to petition the Village for grant funding annually, and review criteria to guide the Village Council in awarding grant funding to non-profit organizations and governmental entities with funding limitations.

Section 3. Eligibility. Consideration will be given to non-profit organizations and governmental entities operating within the Village and non-profit organizations and governmental entities operating outside of Village limits if the agency's services are provided to Village residents or directly benefit Village residents.

Non-profit organizations with a 501(c)(3) tax exempt status, other legally established non-profit organizations regardless of 501(c)(3) tax exempt status and federal, state and county governmental entities are eligible for grant funding from the Village. Organizations applying through a "fiscal agent", professional fundraiser or other third parties are not eligible for funding from the Village. Organizations that have previously received Village grant funding but do not comply with the policies and procedures outlined herein, in a donor agreement or other

requirements imposed by the Village Council are ineligible to apply. Non-profit organizations must demonstrate:

1. Current 501(c)(3) tax exempt status; or documentation of other non-profit status, including a license to solicit charitable contributions from the State of Florida under Chapter 496, Florida Statutes; and
2. Evidence of the ability to provide cultural, educational, recreational, or social services within in the Village or directly to the residents of the Village or for the benefit of the residents of the Village.

Section 4. Application. All applicants for grant funding shall submit an application substantially in the form attached hereto as Exhibit "A" entitled "Charitable Donations Request Application," (the "Application") as may be modified by the Village Manager from time to time. The Application shall be submitted no later than the date and time set forth by the Village Manager in a Notice of Application for Funding posted on the Village website annually for each Fiscal Year.

Section 5. Evaluation Criteria. In awarding grants to non-profit organizations and governmental entities, the Village Council shall consider the following criteria:

1. The organization provides services that have been identified by the Village as fulfilling a needed service.
2. The organization is able to provide the services cost efficiently and with a high quality of service.
3. The organization is located within the boundaries of the Village or the organization's services are provided directly to, or benefit, Village residents.

4. The organization has sought funding from the Village, Monroe County or other governmental agencies in previous years and/or the current year.
5. The organization has the administrative and financial stability to deliver the services for which it is requesting funding from the Village.

Section 6. Limitation on use of Funds. Any funds granted to a non-profit organization or governmental entity shall not be used to pay salaries or administrative expenses/costs of the recipient.

Section 7. Award of Funds; Agreement. The final decision to make a grant award pursuant to this resolution is at the sole discretion of the Village Council and contingent on the availability of appropriated funds set forth in the Village's approved annual budget. The recipient of any award of funds shall enter into an agreement with the Village. The award of funding and execution of such agreement shall be approved by the Village Council.

Section 6. Conflict. All prior resolutions inconsistent with the provisions hereof shall be superseded by the provisions of this Resolution.

Section 7. Effective Date. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 9th day of February, 2023.

Motion to adopt by _____. Seconded by _____.

Remainder of this page intentionally left blank.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilman Mark Gregg _____

Councilwoman Elizabeth Jolin _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

JOSEPH B. PINDER III, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN J. QUICK, VILLAGE ATTORNEY



Islamorada Village of Islands

Charitable Donations Request Application

Requesting Organization's Name: _____

Address: _____

City, State, Zip Code: _____

Phone: _____ Email: _____

Federal Tax Identification Number: _____

What year was this organization formed? _____

501 (c) Applicable Y or N (If yes, IRS exemption letter dated within the previous two years must be attached)

Contact Person Name: _____ Phone: _____

Pursuant to Chapter 496, Florida Statutes; Do you have a Solicitation License from the Florida Department of Consumer Affairs? _____

Please include all Media Outlets: If not listed please include in Other.

Organization Website: _____

Instagram: _____

Facebook: _____

Twitter: _____

YouTube: _____

Other: _____

1. Give a brief description of your agency including the mission statement: _____

2. Types of services provided: _____

3. Amount of funding requested? _____
4. What is the purpose of the funding? _____

5. Have you requested funds from the Village before? _____; If yes please provide amount and purpose of the donation? _____

6. How will this funding be beneficial to the residents of Islamorada, Village of Islands? _____

7. Total agency annual operating budget: _____
8. How many individuals does your organization serve? _____
9. How many individuals did your organization serve in the last calendar year? _____

10. Of the persons served, how many were Islamorada, Village of Islands residents or property owners? _____

11. Please attach a list of all Owners/Directors/Principals/Board Members:

12. Budget:

Description	Existing Project Funding	Amount Requested
Salaries		
Operating Expenses (i.e., phones rent)		
Non-Operating Expenses (i.e., consultants, etc.)		
Total		

Attachments (Please check off all that apply):

- ☐ IRS exemption letter dated within previous two years
 - ☐ Most recent tax returns
 - ☐ The organizations, and a list of all Owners/Directors/Principals/Board Members
 - ☐ If applicable, Solicitation License from the Florida Department of Consumer Affairs
 - ☐ Other: _____
-

I hereby certify that I have read and understand the charitable donation request guidelines and that the information provided is true and correct. I understand that the approval and denial of all charitable donation requests is in the sole decision of the Village and that is the request is approved a charitable grant agreement is required to the distribution of any funds.

Printed name
Organization's Authorized Representative

Signature
Organization's Authorized Representative

Date



Council Communication

To: Mayor and Village Council
From: Terry Abel, Fire Chief
Date: February 9, 2023
SUBJECT: Resolution for Purchase of 2024 Freightliner - TAB 15

Background:

The Village Fire Rescue Department is currently using three Freightliner rescues and one International rescue for fire rescue services. Rescues are 2008, 2018, 2020 and 2009 respectively with the 2009 acting as our reserve truck. The expected lifespan for a rescue is approximately 8-10 years, and we have reached that mark on two of our rescues. The Fire Rescue Department needs to purchase a new 2024 Freightliner M2 custom AEV Type I Ambulance to eventually replace the 2009 International rescue or 2008 Freightliner rescue

Purchase of a new rescue for the Fire Rescue Department was included in the Village's adopted FY 2022-2023 budget. The chassis will go into production the first quarter of the year with Freightliner and is expected to be finished by April. It will then be shipped to the American Emergency Vehicles (AEV) production facility in West Jefferson, NC, for the ambulance body production and additional modifications. Delivery is expected in Fall of 2023. Currently we have three frontline rescues and one reserve rescue in case of mechanical failure or required maintenance. Two of our current rescues need to go to Sanford, FL, to Emergency Tactical Rescue Vehicles (ETR), our AEV sales representative and service center, for work that cannot be done via mobile mechanic or locally at one of our repair facilities, each taking approximately three to four weeks for needed work. Once the needed repairs are made to the current rescues, we will assess to see which rescue we will surplus per Village policy.

Analysis:

Section 2-327(c)(4) of the Village's Code of Ordinances (the "Code") which relates to purchasing guidelines, provides that the "purchase of or contracts for materials, supplies, equipment, improvements or services where the anticipated cost is estimated to exceed \$25,000.00" must be competitively bid. Per Section 2-328(2), of the Village Code relating to Waiver of Competitive Bidding, the requirements of Section 2-327(c)(4) may be waived "by use of an existing contract with the state, a state agency, another municipality, a political subdivision or a statement professional association when such contract was awarded by a competitive bidding process and the contract extends the prices, terms and conditions for such goods or services to the state's municipalities."

The attached Resolution would approve the purchase of a new 2024 Freightliner M2 Custom AEV Type I Ambulance utilizing the Florida Sheriff's Association/Florida Association of Counties & Florida Fire Chiefs' Contract # FSA20-VEF14.01 Ambulance & Other Equipment

Specification #232 Ambulance Type I- 4x2 Medium Duty Diesel Engine from Emergency Tactical Rescue Vehicles in the amount of \$380,345.00.

The proposed purchase of the 2024 Freightliner Rescue would be used for Village Fire Rescue personnel. The current 2008 Freightliner or 2009 International utilized by Fire Rescue would be declared surplus and auctioned on Govdeals.com after needed repairs to other rescues is completed.

Budget Impact:

The proposed expenditure for the purchase of the 2024 Freightliner rescue authorized by this Resolution would be \$380,345.00. The 2008 Freightliner or 2009 International fire rescue vehicle would be declared surplus and sold in accordance with the Village Fixed Asset Policy, and funds from the sale will be returned to the Capital Projects Fund.

The FY 2022-2023 adopted budget includes \$450,000.00 in the Capital Project Fund Fire Rescue Department capital outlay expenditures budget for this purchase. If approved, a purchase order would be issued, and associated budget funds would be carried over to the next fiscal year, if delivery is delayed until FY 23-24.

Staff Impact:

There is no staff impact associated with this purchase.

Recommendation:

It is recommended that the Village Council adopt the Resolution, thereby approving the purchase of a 2024 Freightliner rescue for the Village Fire Rescue Department.

Attachments: 1. Resolution For Purchase of 2024 Freightliner
 2. ETR_letter

RESOLUTION NO.

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, PIGGYBACKING THE FLORIDA SHERIFF'S ASSOCIATION/FLORIDA ASSOCIATION OF COUNTIES & FLORIDA FIRE CHIEFS' ASSOCIATION AUTOMOTIVE CONTRACT NO. FSA20-VEF14.01 AMBULANCE & OTHER EQUIPMENT AND APPROVING THE PURCHASE OF A 2024 FREIGHTLINER M2 CUSTOM AEV TYPE I AMBULANCE FROM EMERGENCY TACTICAL RESCUE VEHICLES FOR THE VILLAGE FIRE RESCUE DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE NECESSARY DOCUMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") is in need of a new rescue vehicle for the Village Fire Rescue Department; and

WHEREAS, the Village desires to piggyback the Florida Sheriff's Association/Florida Association of Counties & Florida Fire Chiefs' Contract #FSA20-VEF14.01 Ambulance & Other Equipment (the "Contract #FSA20-VEF14.01") and accept the proposal submitted by Emergency Tactical Rescue Vehicles in response thereto for the purchase of 2024 Freightliner M2 Custom AEV Type I Ambulance (the "2024 Freightliner") for the Fire Rescue Department; and

WHEREAS, the Village Council desires to approve the purchase of the 2024 Freightliner from Emergency Tactical Rescue Vehicles under the Contract #FSA20-VEF14.01 at a cost not to exceed the prices set forth in Exhibit "A" attached hereto; and

WHEREAS, the Village Council finds that the purchase of the 2024 Freightliner for the Fire Rescue Department is in the best interest of the Village and its residents.

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

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

Section 2. Approval of Piggyback Purchase. The Village Council hereby approves the piggyback of the Contract #FSA20-VEF14.01 and accepts the bid submitted by Emergency

Tactical Rescue Vehicles for the purchase of a 2024 Freightliner for the Village Fire Rescue Department at a cost not to exceed Three Hundred Eighty Thousand Three Hundred Forty Five Dollars (\$380,345.00) as set forth in Exhibit "A" attached hereto.

Section 3. 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 purchase.

Section 4. Execution of Documents. The Village Manager and the Village Attorney are hereby authorized to execute any required documents on behalf of the Village and authorized to implement the terms and conditions of any documents necessary to effect the purchase.

Section 5. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to purchase the 2024 Freightliner .

[Remainder of the page intentionally left blank]

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

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III _____

Vice Mayor Sharon Mahoney _____

Councilwoman Elizabeth Jolin _____

Councilman Mark Gregg _____

Councilman Henry Rosenthal _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

JOSEPH PINDER III, MAYOR

ATTEST:

MARNIE MCGRATH, VILLAGE CLERK

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

JOHN QUICK, VILLAGE ATTORNEY

December 7, 2022

Mr. Terry Able, Fire Chief
Mr. Jason Lyman, Assistant Chief
Islamorada Fire Rescue
86800 Oversea Hwy
Islamorada, Fl. 33036

We are pleased to provide you with the following pricing, shop order, drawings, and chassis specifications for the purchase of new 2024 Freightliner M2 Custom AEV Type I Ambulance. Pricing is based on purchasing this unit off the Florida Sheriffs Contract Bid # FSA20-VEF14.01: Ambulance & Other Equipment. Specification #232 Ambulance Type I – 4x2 Medium duty Diesel engine.

PRICING:

- FSA base unit price each \$267,981.00
- Optional equipment to meet the needs of Islamorada Fire Rescue \$112,364.00
- Total price per unit \$380,345.00
- Above price is good to February 28, 2023
- Included in above price: you present graphic/chevrons layout, ETR trash can holder/can, air fare, lodging, and meals for three people to go to the factory for final inspection.
- TERMS: Payment in full is due upon the delivery of the completed vehicle. Upon payment, ETR, L.L.C. shall furnish the City a "Statement of Origin" or the necessary validated documents for title application.

Sincerely,



Scott Newcomer
Regional Sales Manager
ERT, L.L.C.